

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

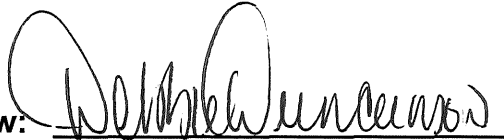
Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund _____ Department _____ Unit _____ RSource _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:


No fiscal impact.



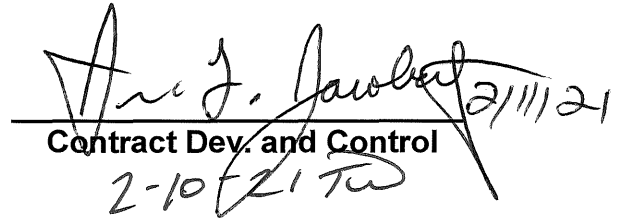
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:



 OFMB 2/9



 Contract Dev. and Control
 2-10-21 TW

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Prepared by & Return to:
Ray Walter, Deputy Director
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

PCN: 00-42-43-36-00-000-7120 (portion)
00-42-43-36-15-000-0010 (portion)

UTILITY EASEMENT AGREEMENT

This EASEMENT is granted _____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 (“Grantor”) and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420 (“Grantee”), and consented to by AIRPORT LOGISTICS PARK, LLC, a Florida limited liability company, as tenant pursuant to that certain Development Site Lease Agreement (the “Lease”) dated March 17, 2019 (R-2019-0300, as amended) (“Tenant”).

WITNESSETH:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the “Easement”) for the construction, operation and maintenance of underground electric utility facilities, cables, conduits and appurtenant equipment, and pad-mounted transformers (the “Facilities”) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of and remove such Facilities or any of them within an easement upon, over and across the following described real property (the “Easement Premises”) situate, lying and being in the County of Palm Beach, State of Florida to wit:

See legal description/site sketch marked Exhibit “A”

attached hereto and made a part hereof.

Together with the right to permit any other person, firm or corporation to lay cable and conduit within the Easement Premises and to operate the same for communication purposes. Together with the right of reasonable ingress and egress to said Easement Premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises, and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Premises which might interfere with or fall upon the Facilities installed within the Easement Premises.

THE CONDITION OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Premises.

2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor.

3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Facilities within the Easement Premises at all times during the term hereof. Grantee shall endeavor to provide Grantor's Department of Airports with prior notice of any maintenance or repair activities within the Easement Premises.

4. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

5. Grantee acknowledges and agrees that Grantor may require the relocation of the Facilities installed within the Easement Premises to another location within Grantor's property. In the event that it becomes necessary for Grantee to relocate or alter the location of its Facilities at the request of Grantor, Grantor shall reimburse Grantee for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new utility easement upon the same terms and conditions of this Easement. Grantee shall promptly terminate and release this Easement upon the grant of the new utility easement provided for herein.

6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of its Facilities within the Easement Premises to a height so as to comply with 14 CFR Part 77, as now or hereafter amended. Grantee further agrees for itself, its successors and assigns to prevent any use of the Easement Premises which would interfere with the landing at or taking off from the Palm Beach International Airport; interfere with air navigation and/or communication facilities serving the Palm Beach International Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach International Airport and hereby releases Grantor from any and all liability for the same.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Odey
Assistant County Attorney for
Howard Falcon

APPROVED AS TO TERMS AND
CONDITIONS

By: Donna Burke
Department Director

APPROVAL, CONSENT AND JOINDER BY TENANT:

Signed, sealed and delivered in the presence of two witnesses for Tenant:

Andrew M. Jacobson
Signature
Andrew M. Jacobson
Print Name
Chris Eswine
Signature
Chris Eswine
Print Name

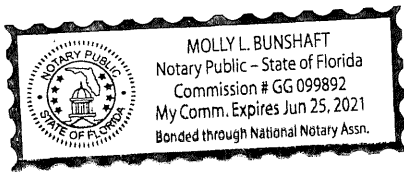
**AIRPORT LOGISTICS PARK, LLC
a Florida Limited Liability Company**

By: MPC Airport Logistics Park, LLC, a Florida limited liability company, Its Manager

Steven E. McCraney
By:
Print Name: Steven E. McCraney
Title: Manager

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of physical presence online notarization, this 8 day of FEBRUARY 2021, by STEVEN MCCRANEY, on behalf of Airport Logistics Park, LLC, who is personally known to me -OR- produced _____ as identification and who did take an oath.



Notary Public
MOLLY BUNSHAFT
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 6/25/21

Exhibit "A"

Legal Description/Site Sketch

EXHIBIT "A"

LEGAL DESCRIPTION

A 10 FOOT FLORIDA, POWER AND LIGHT UTILITY EASEMENT BEING A PORTION OF PARCEL RF-1, AS RECORDED IN THE AFFIDAVIT OF LOT COMBINATION AS RECORDED IN OFFICIAL RECORDS BOOK 28557, PAGE 233, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND ALSO LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA. THE CENTERLINE OF SAID 10 FOOT UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 01°22'23" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SAID WEST LINE ALSO BEING THE CENTERLINE OF HAVERHILL ROAD AS RECORDED IN DEED BOOK 1006, PAGE 472 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, A DISTANCE OF 224.10 FEET ; THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 36 AND CENTERLINE OF HAVERHILL ROAD, SOUTH 88°37'37" EAST, A DISTANCE OF 56.61 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE OF SAID 10 FOOT FLORIDA, POWER AND LIGHT UTILITY EASEMENT; THENCE NORTH 00°18'52" EAST, A DISTANCE OF 105.27 FEET; THENCE SOUTH 88°35'32" EAST, A DISTANCE OF 254.74 FEET; THENCE SOUTH 82°11'54" EAST, A DISTANCE OF 87.97 FEET TO A POINT TO BE KNOWN HEREAFTER AS POINT "A"; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 380.17 FEET TO A POINT TO BE KNOWN HEREAFTER AS POINT "B"; THENCE SOUTH 01°23'29" EAST, A DISTANCE OF 57.29 FEET TO THE **POINT OF TERMINUS**.

THENCE CONTINUE SAID CENTERLINE AT THE AFOREMENTIONED POINT "A"; THENCE NORTH 86°18'22" EAST, A DISTANCE OF 95.71 FEET; THENCE SOUTH 88°49'04" EAST, A DISTANCE OF 269.04 FEET TO THE **POINT OF TERMINUS**.

THENCE CONTINUE SAID CENTER LINE AT THE AFOREMENTIONED POINT "B"; THENCE SOUTH 81° 00' 21" WEST, A DISTANCE OF 33.82 FEET; THENCE NORTH 75°05'39" WEST, A DISTANCE OF 21.86 FEET; THENCE SOUTH 28° 08' 27" WEST, A DISTANCE OF 9.59 FEET TO A POINT KNOWN HEREAFTER AS POINT "C"; THENCE NORTH 88°05'19" WEST, A DISTANCE OF 16.17 FEET TO THE **POINT OF TERMINUS**.

THENCE CONTINUE SAID CENTERLINE AT THE AFOREMENTIONED POINT "C"; THENCE SOUTH 56°57'52" EAST, A DISTANCE OF 77.39 FEET; THENCE SOUTH 88°37'37" EAST, A DISTANCE OF 21.95 FEET TO THE **POINT OF TERMINUS**.

CONTAINING 14,005.452 FEET (0.322 ACRES) MORE OR LESS

1 OF 5 SHEET
 JOB NUMBER
A-18-019.B
 DATE
 06/14/2020
 DRAWN BY
 T. C. WILLIAMS
 CHECKED BY
 G. W. WILLIAMS

BY:	DATE:	REVISIONS:
T.C.M.	01/28/2021	ADD'D QNTY 2nd SET OF COMMENTS
T.C.M.	12/21/2020	ADD'D QNTY SURVEYORS COMMENTS

**SKETCH AND LEGAL DESCRIPTION
 OF 10 FOOT FLORIDA, POWER &
 LIGHT EASEMENT FOR
 SMILEY & ASSOCIATES, INC.**



F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 2257 VISTA PARKWAY, SUITE 4
 WEST PALM BEACH, FLORIDA 33411
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frssurvey.com

EXHIBIT "A"

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO SOUTH 01°22' 23" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST (STATE PLANE NAD 83/90). ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THERE HAS BEEN A REVIEW OF THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NUMBER 7374542, DATED AUGUST 21, 2019 @ 8:00 AM, ALL ENCUMBRANCES THAT AFFECT THE PROPERTY ARE SHOWN OR NOTED HEREON. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS OFFICE; IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR AND ARE NOT SHOWN ON THIS SURVEY.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY THE SKETCH ON SHEET 3.
5. COORDINATES SHOWN HEREON ARE GRID.
 DATUM = NAD 83, 1990 ADJUSTMENT
 ZONE = FLORIDA EAST
 LINEAR UNITS = U.S. SURVEY FOOT
 COORDINATE SYSTEM: 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND (UNLESS OTHERWISE NOTED)
 PROJECT SCALE = 1.000035827
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

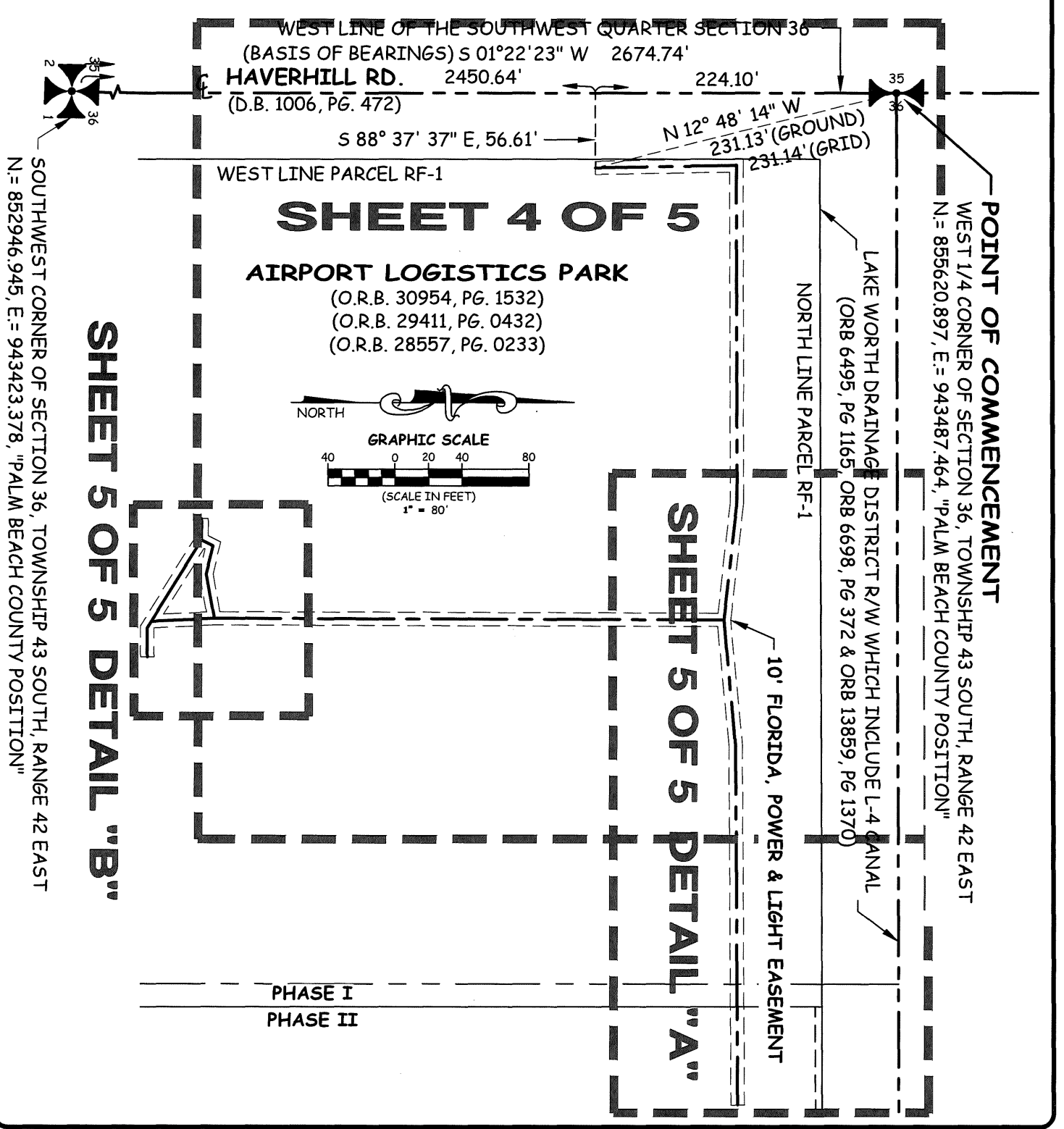
BY: **Gary Williams** Digitally signed by Gary Williams
Date: 2021.02.03 10:47:53 -05'00'

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION No. 4817
FOR THE FIRM

THIS IS NOT A BOUNDARY SURVEY

2 OF 5	JOB NUMBER A18-019.B	DATE 06/14/2020	DRAWN BY T.C. WILLEN	CHECKED BY G.P. WILLIAMS	DATE N/A	FIELD NOTES N/A	T.C.M. 01/28/2021 ADD'D CNTY 2nd SET OF COMMENTS	T.C.M. 12/21/2020 ADD'D CNTY SURVEYORS COMMENTS	BY: DATE: REVISIONS	SKETCH AND LEGAL DESCRIPTION OF 10 FOOT FLORIDA, POWER & LIGHT EASEMENT FOR SMILEY & ASSOCIATES, INC.	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922 Web Site: www.frssurvey.com
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EXHIBIT "A"



SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST
N. = 852946.945, E. = 943423.378, "PALM BEACH COUNTY POSITION"

JOB NUMBER
A18-019.B

SHEET
3 OF 5

DRAWN BY
T.C. MULLEN

CHECKED BY
G.P. WILLIAMS

DATE
06/14/2020

FIELD NOTES
N/A

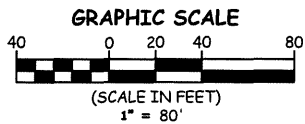
BY	DATE	REVISIONS
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T.C.M.	12/21/2020	ADD'D CNTY SURVEYORS COMMENTS

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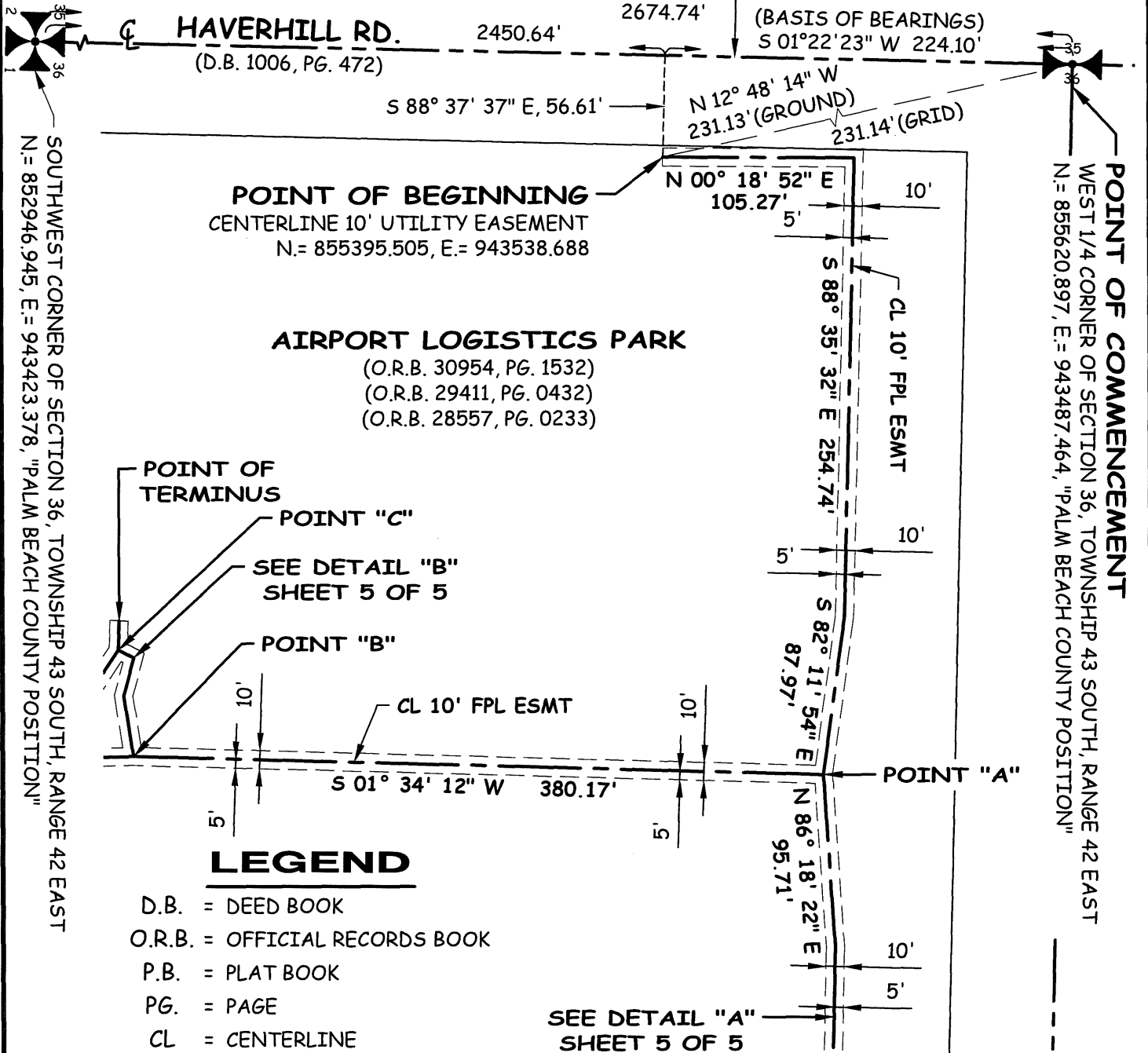
F.R.S. & ASSOCIATES, INC.
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PHONE (561) 478-7178 FAX (561) 478-7922
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EXHIBIT "A"



W. SECTION LINE OF THE SOUTHWEST QUARTER SECTION 36



POINT OF BEGINNING
CENTERLINE 10' UTILITY EASEMENT
N.= 855395.505, E.= 943538.688

AIRPORT LOGISTICS PARK
(O.R.B. 30954, PG. 1532)
(O.R.B. 29411, PG. 0432)
(O.R.B. 28557, PG. 0233)

POINT OF TERMINUS
POINT "C"
SEE DETAIL "B"
SHEET 5 OF 5

POINT "B"
CL 10' FPL ESMT

POINT "A"

LEGEND

- D.B. = DEED BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- CL = CENTERLINE
- ESMT = EASEMENT
- FPL = FLORIDA, POWER & LIGHT

SEE DETAIL "A"
SHEET 5 OF 5

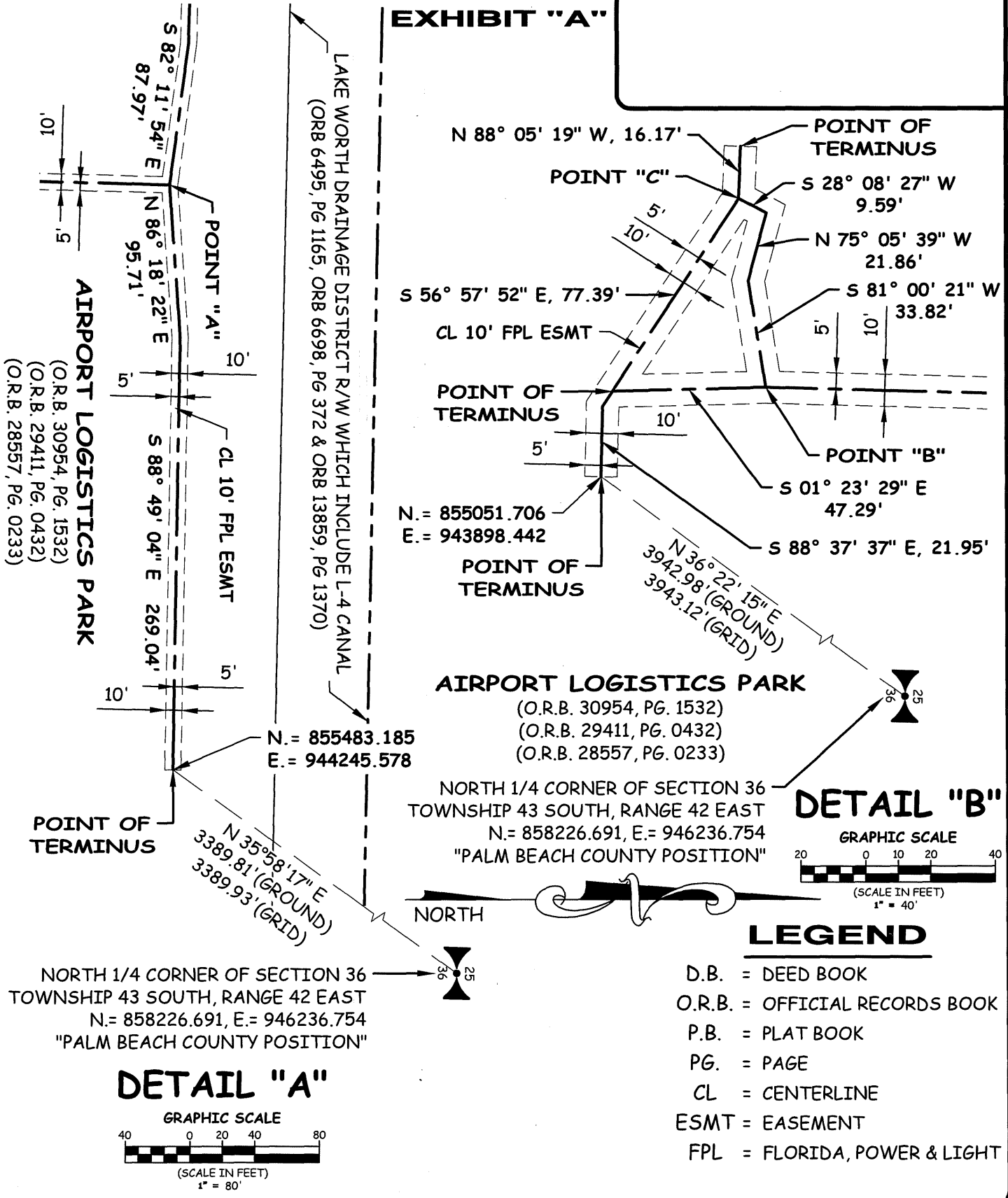
4 OF 5
SHEET
JOB NUMBER
A 18-019-B
DATE
06/14/2020
SCALE
1" = 80'
DATE
06/14/2020
DATE
06/14/2020
DATE
06/14/2020
DATE
06/14/2020

T.C.M.	DATE	REVISIONS
T.C.M.	01/28/2021	ADD'D CNTY 2nd SET OF COMMENTS
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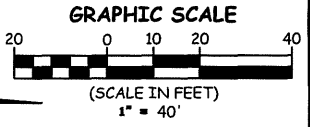


AIRPORT LOGISTICS PARK

(O.R.B. 30954, PG. 1532)
(O.R.B. 29411, PG. 0432)
(O.R.B. 28557, PG. 0233)

NORTH 1/4 CORNER OF SECTION 36
TOWNSHIP 43 SOUTH, RANGE 42 EAST
N. = 858226.691, E. = 946236.754
"PALM BEACH COUNTY POSITION"

DETAIL "B"

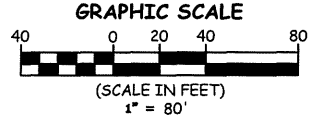


NORTH

LEGEND

- D.B. = DEED BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
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DETAIL "A"



JOB NUMBER A18-019.B	DATE	06/14/2020
	AS SHOWN	
SHEET 5 OF 5	DATE	06/14/2020
	AS SHOWN	

BY	DATE	REVISIONS
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