

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund Dept Unit Object

Is Item Included in Current Budget? Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Does this item include the use of state funds? Yes _____ No X

Reporting Category N/A

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

No Fiscal Impact

C. Department Fiscal Review:

Joony Soemmar

III. REVIEW COMMENTS

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

Lisa Mante 6/4/2025
OFMB QA 614
MAF 614

Kunde Braden 6/5/25
Contract Development and Control
26 6/5/25

B. Legal Sufficiency:

[Signature] 6/9/25
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Prepared by and Return to:
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard,
ATTN: Plan Review, Engineering Section
West Palm Beach, Florida 33413

[Insert Location]

UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this ____ day of _____, 20____, by The School Board of Palm Beach County Florida (hereinafter referred to as "Grantor"), whose address is 3661 Interstate Park Road North Suite 200, Riviera Beach, Florida 33404, to Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

That Grantor, for and in consideration of the mutual benefits and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement ("Easement") which shall permit Grantee authority to enter upon the property of the Grantor at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises (the "Easement Premises"). The Easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

In the event that damage to the Easement Premises, Grantor's surrounding property or Grantor's improvements on the Easement Premises or Grantor's surrounding property is caused by Grantee, its employees or agents, Grantee shall, promptly re-sod, restore, repair or replace the damaged property or improvements using materials of like kind or quality.

Except where emergency circumstances require otherwise, the construction, maintenance or repair of Grantee's improvements shall be coordinated with the Board's Chief of Operating Officer by providing a minimum of five(5) days prior notice. Said notice shall be provided by email to: _____. It shall be the responsibility of Grantor to provide Grantee with changes to the contact information, and Grantee shall not be held in default for a failure to notify where Grantor fails to provide updated notice information to Grantee. Grantee shall ensure that the Easement Premises remains safe and secured at all times that work is being performed and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the Grantor. Grantee shall make its best efforts to schedule the construction, maintenance and repair of the improvements during a time or times when school is out of session so as to avoid a disruption of activities at the school. Except in the case of an emergency, to the extent that any work

is undertaken while school is in session, Grantee shall ensure that, during and as a result of work, Grantor's existing driveways, traffic stacking areas, bus loops and parking lots and pedestrian walkways, shall remain open and passable at all times by the Grantor's pedestrians and vehicles, including school buses.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages that are prior in right and dignity to this Easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Witnesses:

GRANTOR:
School Board of Palm Beach County, Florida

Sign

, Superintendent

Print

Sign

Print

(BOARD SEAL)

Reviewed and Approved
For Legal Sufficiency

School Board Attorney

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____, as Superintendent of the School Board of Palm Beach County, Florida, who is
personally known to me.

My Commission Expires:

Notary Signature

Typed, Printed or Stamped Name of Notary

[ALTERNATIVE SIGNATURE BLOCK TO BE USED WHEN THE EASEMENT WILL BE EXECUTED BY THE SCHOOL BOARD CHAIR AND SUPERINTENDENT]

Witnesses as to Both:

Sign

Print

Sign

Print

(BOARD SEAL)

Reviewed and Approved
For Legal Sufficiency

School Board Attorney

GRANTOR:
School Board of Palm Beach County, Florida

_____, Chair

_____, Superintendent

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____ by _____ and _____, Chair and Superintendent, respectively, of the School Board of
Palm Beach County, Florida, who are personally known to me.

My Commission Expires:

Notary Signature

Typed, Printed or Stamped Name of Notary