

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed 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

Budget Account No: Fund ___ Department ___ Unit ___ Resource ___
 Reporting Category _____

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

This item has no fiscal impact.

C. Departmental Fiscal Review:

Debbie Remanson
 (26) 3/4/26

III. REVIEW COMMENTS

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

Shirley M. ... 3/12/26
 12/10 3/10 OFMB 3/10

Frank ... 3/12/26
 Contract Dev. and Control 26, 3.12.26

B. Legal Sufficiency:

[Signature] 3/12/26
 Assistant County Attorney

C. Other Department Review:

 Department Director

Prepared by & Return to:
Prepared by and return to:
Laura Beebe, Director
Palm Beach County Dept. of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

PCN: 00-43-43-32-00-000-1190 (a portion of)

UTILITY EASEMENT AGREEMENT

This EASEMENT is granted April 14, 2026, between PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("Grantor"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420 ("Grantee").

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 ("Airport"); interfere with air navigation and/or communication facilities serving the Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Airport and hereby releases Grantor from any and all liability for the same.

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:
Michael A. Caruso,
Clerk of the Circuit Court
and Comptroller

PALM BEACH COUNTY, a political
subdivision of the State of Florida by its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

JOINDER AND CONSENT OF TENANT

KNOW ALL MEN BY THESE PRESENTS:

THAT POPSTROKE WEST PALM BEACH, LLC, a Florida limited liability company, having its office and principal place of business at 1001 North U.S. Highway 1, Suite 500, Jupiter, FL 33477 (hereinafter "Tenant"), hereby certifies it is the Tenant under that certain DEVELOPMENT SITE LEASE AGREEMENT between Palm Beach County, a political subdivision of the State of Florida ("County") and Tenant, dated August 22, 2023 (R2023-1154) (hereinafter "Lease") which encumbers the property described on Exhibit "A" attached hereto and incorporated herein, owned by County. Tenant hereby joins in and consents to the above referenced Utility Easement Agreement.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 12th day of May, 2025

POPSTROKE WEST PALM BEACH, LLC

By: [Signature]

Print Name: Greg Bartol

Title: CEO

WITNESSES

[Signature]

Print Name: John Smith

Address: 1001 N US Hwy Suite 500 Jupiter, FL 33477

[Signature]

Print Name: Joni Taylor

Address: 1001 N US Hwy 1, Ste 500, Jupiter FL 33477

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of May 2025 by Jacqueline Weible OR _____ as _____ for _____

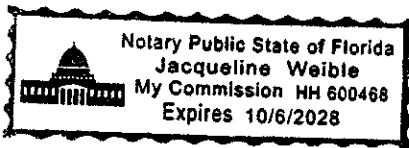
Personally Known _____ OR Produced Identification .
Type of Identification Produced Drivers License

[Signature]
Signature of Notary Public

Jacqueline Weible
Printed Name Notary Public

Commission No. HH600468

My Commission Expires: October 6, 2028



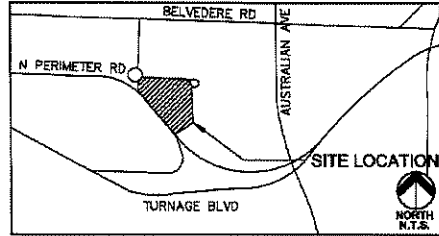
LEGEND:

EXHIBIT "A"

- ☉ - CENTERLINE
- D.B. - DEED BOOK
- L.W.D.D. - LAKE WORTH DRAINAGE DISTRICT
- O.R.B. - OFFICIAL RECORDS BOOK
- PG. - PAGE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.B.C.R. - PALM BEACH COUNTY RECORDS
- L.B. - LICENSED BUSINESS
- (PLAT) - REFERS TO PLAT

- R/W - RIGHT-OF-WAY
- 32-43-43 - SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST
- LAE - LIMITED ACCESS EASEMENT
- UE - UTILITY EASEMENT
- △ - DELTA (CENTRAL ANGLE)
- L - LENGTH
- R - RADIUS
- RB - RADIAL BEARING
- UTILITY EASEMENT

LOCATION MAP



SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. THIS SKETCH AND LEGAL DESCRIPTION HAVE BEEN PREPARED WITHOUT A REVIEW OF THE TITLE POLICY OR OWNERSHIP AND ENCUMBRANCE REPORT; AND THAT IT IS POSSIBLE THAT THERE ARE EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, IN PARTICULAR OTHER EASEMENTS OR RECORD THAT MAY BE IN CONFLICT WITH THE GRANTING OF THIS EASEMENT.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF THE N.E. 1/4 OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST HAVING A GRID BEARING OF S88°26'29"E, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT). AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON FEBRUARY 4, 2025. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 6

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

Digitally signed by Jeffrey R. Wagner
 Date: 2025.04.25 10:06:54 -04'00'
 Adobe Acrobat version: 2025.001.20435

JEFFREY R. WAGNER
 REGISTERED LAND SURVEYOR NO. 5302
 STATE OF FLORIDA
 L.B. 3591

DATE	2/18/2025
DRAWN BY	RFJ
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	10495

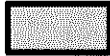
**POPSTROKE WEST PALM BEACH
 FPL EASEMENT
 SKETCH OF DESCRIPTION**

LEGEND:

EXHIBIT "A"

- CL - CENTERLINE
- D.B. - DEED BOOK
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- O.R.B. - OFFICIAL RECORDS BOOK
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- (PLAT) - REFERS TO PLAT

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- 32-43-43 - SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST
- LAE - LIMITED ACCESS EASEMENT
- UE - UTILITY EASEMENT
- Δ - DELTA (CENTRAL ANGLE)
- L - LENGTH
- R - RADIUS
- RB - RADIAL BEARING
- UTILITY EASEMENT



DESCRIPTION:

A PORTION OF PALM BEACH INTERNATIONAL AIRPORT PARCEL, ACCORDING TO THE OFFICIAL RECORD BOOK THEREOF, AS RECORDED IN O.R.B 619, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 43S, RANGE 43E; THENCE S88°26'29"E, ALONG NORTH LINE THEREOF, A DISTANCE OF 434.39 FEET; THENCE S01°33'31"W, A DISTANCE OF 561.85 FEET TO THE POINT OF BEGINNING; THENCE S65°05'07"E, A DISTANCE OF 23.64 FEET; THENCE S20°47'48"W, A DISTANCE OF 9.94 FEET; THENCE S06°13'55"E, A DISTANCE OF 64.66 FEET; THENCE S01°00'20"W, A DISTANCE OF 54.45 FEET; THENCE S87°48'51"E, A DISTANCE OF 3.39 FEET; THENCE S02°11'09"W, A DISTANCE OF 14.80 FEET; THENCE N87°48'51"W, A DISTANCE OF 16.50 FEET; THENCE N02°11'09"E, A DISTANCE OF 14.80 FEET; THENCE S87°48'51"E, A DISTANCE OF 3.11 FEET; THENCE N01°00'45"E, A DISTANCE OF 53.83 FEET; THENCE N06°30'57"W, A DISTANCE OF 62.96 FEET; THENCE N73°58'21"W, A DISTANCE OF 24.90 FEET; THENCE N03°18'58"E, A DISTANCE OF 15.25 FEET; THENCE S86°40'53"E, A DISTANCE OF 15.29 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA

CONTAINING 2,006.91 SQUARE FEET/0.0461 ACRES, MORE OR LESS.

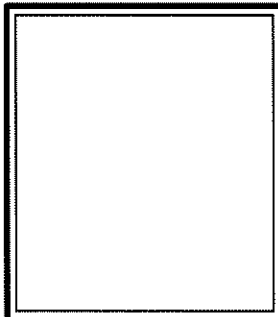
**NOTES
COORDINATES, BEARINGS AND DISTANCES**

COORDINATES SHOWN ARE GRID
 DATUM = NAD 83 (1990 ADJUSTMENT)
 ZONE = FLORIDA EAST
 LINEAR UNIT = US SURVEY FEET
 COORDINATE SYSTEM 1983 STATE PLANE
 TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED
 SCALE FACTOR = 1.000044878
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
 BEARINGS AS SHOWN HEREON ARE GRID DATUM,
 NAD 83 (1990 ADJUSTMENT), FLORIDA EAST ZONE.

THIS IS NOT A SURVEY

SHEET 2 OF 6

CAULFIELD & WHEELER, INC.
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 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	2/18/2025
DRAWN BY	RFJ
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	10495

**POPSTROKE WEST PALM BEACH
FPL EASEMENT
SKETCH OF DESCRIPTION**



0 25' 50'
1 INCH = 50 FEET

EXHIBIT "A"

P.O.C.

N. 1/4 CORNER OF SECTION 32, TOWNSHIP 43S, RANGE 43E
P.B.C.P.C.
N 857935.051
E 956911.202

BELVEDERE ROAD
(PUBLIC RIGHT-OF-WAY)
(WIDTH VARIES)
(ROAD PLAT BOOK 3, PAGE 94)
(PBCR)

S88°26'29"E 434.39'

U.E.
(ORB 28860, PG. 812)
(PBCR)

79.94'

40.00'
S01°33'31"W

40.00'

SIDEWALK EASEMENT

R=251.80
Δ=18°54'41"
L=83.11'

N47°19'57"E
155.80'
53.01'

W LINE
P.B.I.A. LEASE
PARCEL N-11 WPB

P.B.I.A. LEASE PARCEL
@ FLORIDA MANGO
P.B.C. DRAWING
S-3-99-1336

NORTH-SOUTH QUARTER-SECTION LINE
OF SECTION 32-43S-43E
(PBCR)

FLORIDA MANGO ENTRANCE

F.P.L. ESMT.
(ORB 1461, PG. 68)
(PBCR)

N01°41'56"E
216.44'

10' U.E.
(ORB 27982, PG. 221)
(PBCR)

25' F.P.L. ESMT.
(ORB 5466, PG. 1898)
(PBCR)

P.B.I.A. LEASE PARCEL N-11 WPB
S-3-14-3524
(ORB 619, PG. 344)
(PBCR)

MATCHLINE SEE SHEET 4

THIS IS NOT A SURVEY

SHEET 3 OF 6

CAULFIELD & WHEELER, INC.



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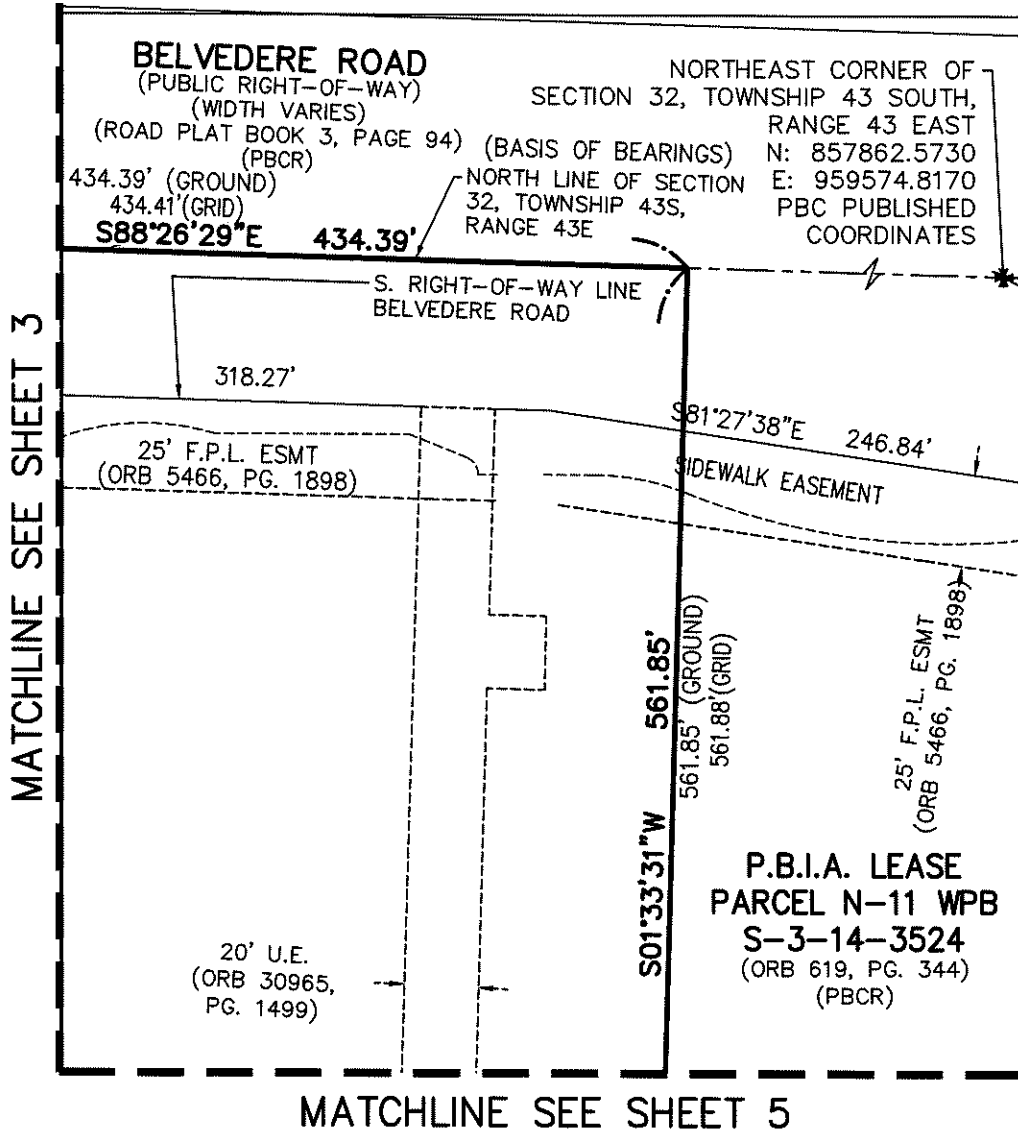
POPSTROKE WEST PALM BEACH
FPL EASEMENT
SKETCH OF DESCRIPTION

DATE	2/18/2025
DRAWN BY	RFJ
F.B./ PG.	N/A
SCALE	AS NOTED
JOB NO.	10495



0 25' 50'
1 INCH = 50 FEET

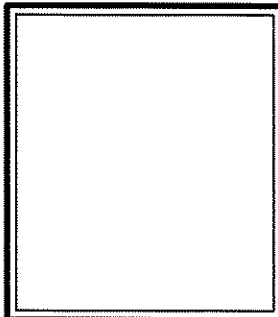
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SHEET 4 OF 6

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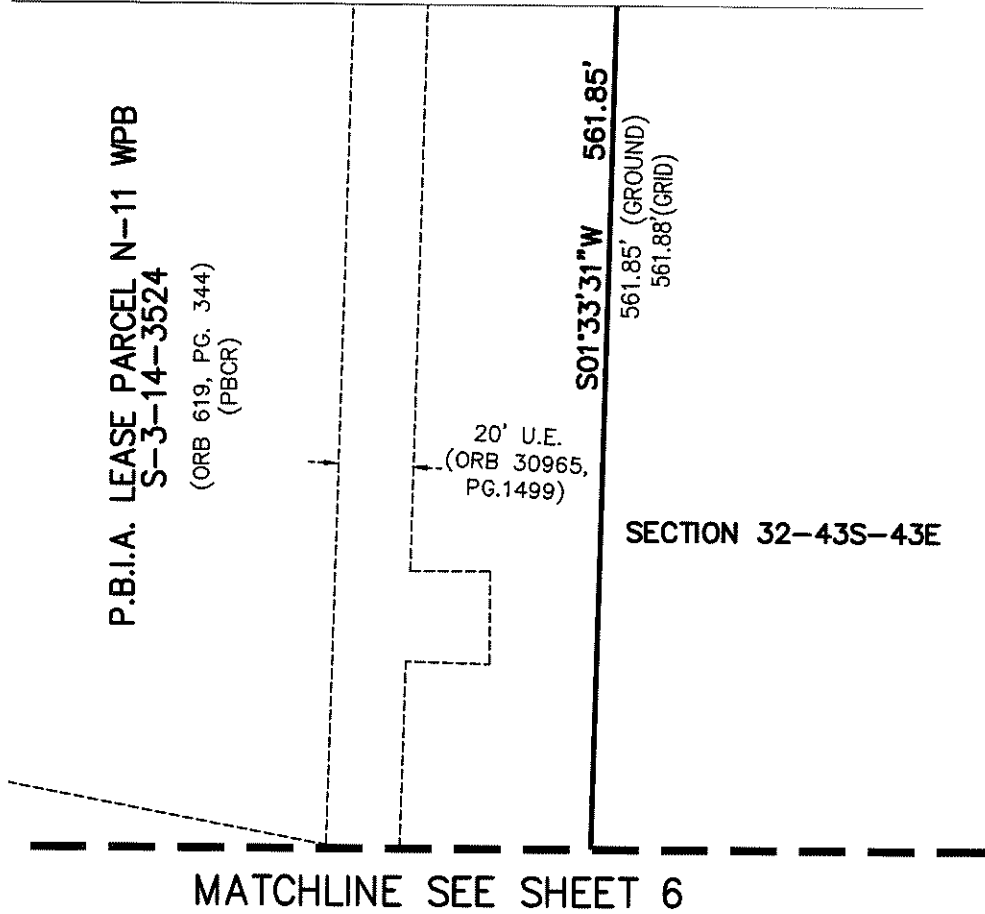
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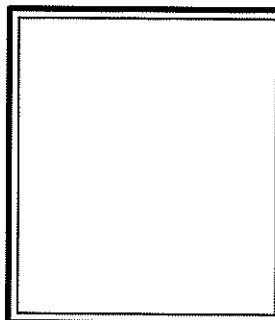
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SHEET 5 OF 6

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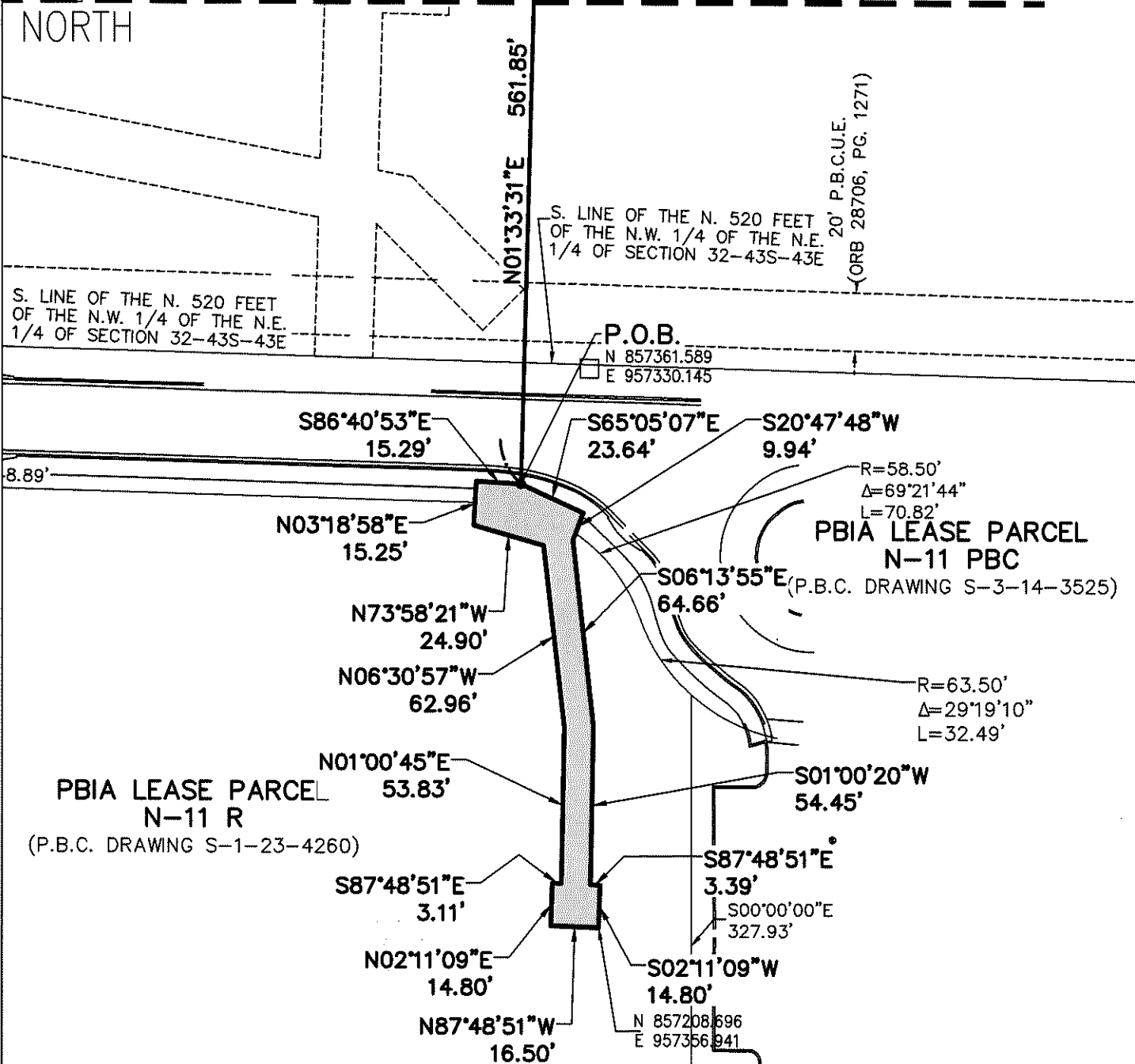
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**POPSTROKE WEST PALM BEACH
 FPL EASEMENT
 SKETCH OF DESCRIPTION**



0 25' 50'
1 INCH = 50 FEET

EXHIBIT "A"
MATCHLINE
SEE SHEET 5

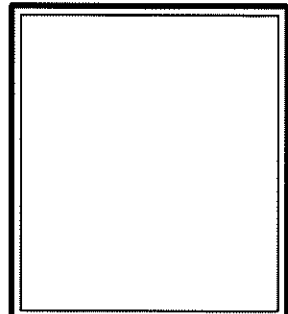


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SHEET 6 OF 6

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