

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

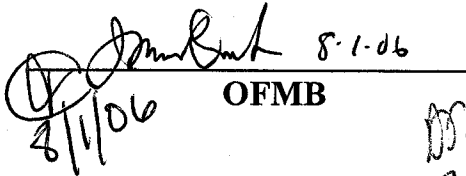
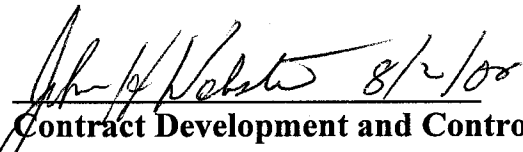
B. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 8-1-06
OFMB
 8/2/06
Contract Development and Control

B. Legal Sufficiency:


Assistant County Attorney

**This item complies with current
County policies.**

C. Other Department Review:

Department Director

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

D

C

7

T41

8

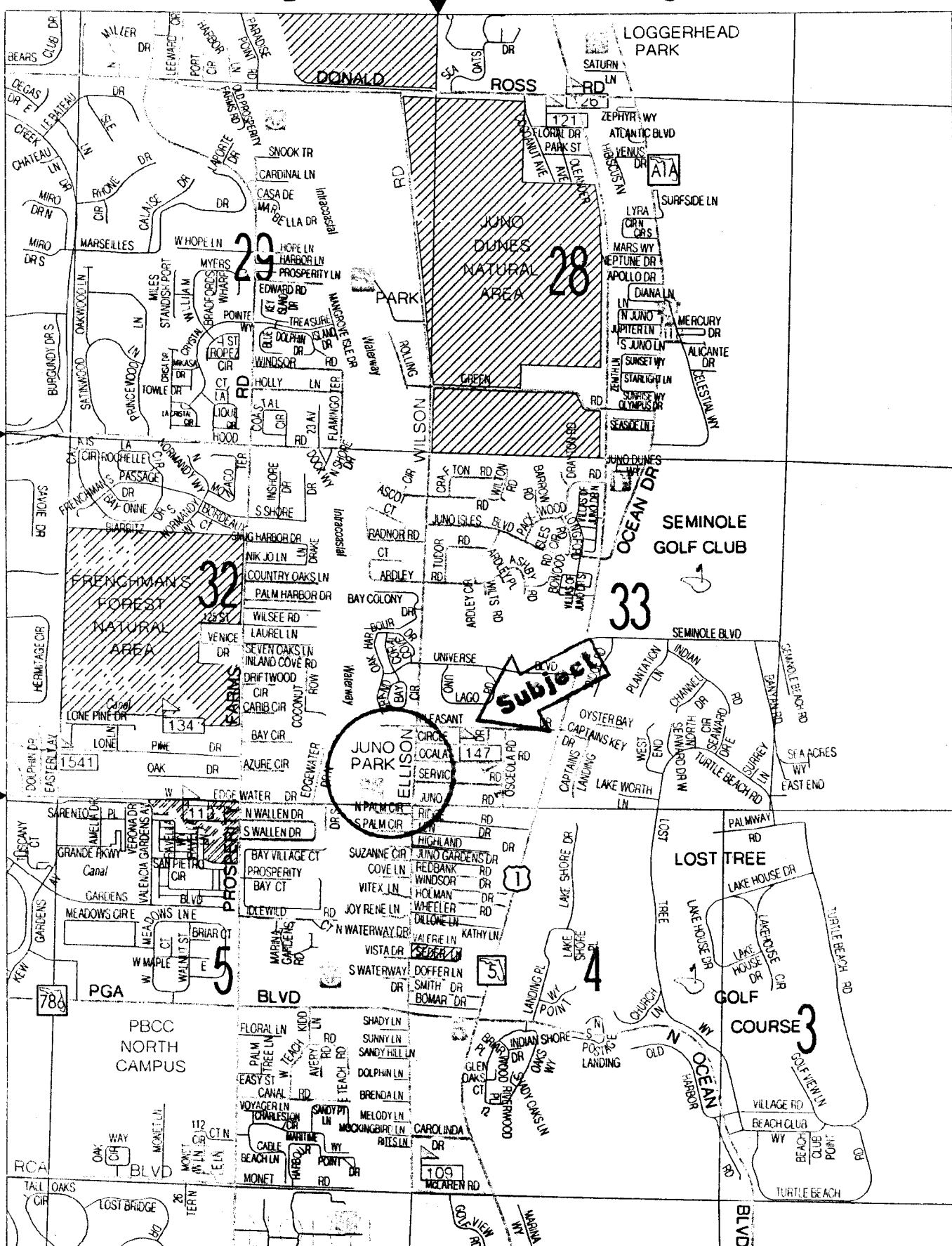
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D

C



LOCATION MAP
ATTACHMENT #1



PREPARED BY AND RETURN TO:
Tripp Cioci, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406-1544

A portion of PCN: 00-43-41-32-00-000-5070

UTILITY EASEMENT AGREEMENT

This EASEMENT is granted _____, 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**, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420, ("Grantee").

WITNESSETH:

That 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, including wires, cables, conduits and appurtenant equipment, as well as above-ground 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, under 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:

ATTACHMENT # 2

**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 communications 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, its underground cables and equipment within the Easement Premises at all times during the term hereof.

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.

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:

**SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: 
Department Director

EXHIBIT "A"

FPL EASEMENT # 2 LEGAL DESCRIPTION JUNO BALL PARK SITE

A STRIP OF LAND 10.00 FEET IN WIDTH FOR FLORIDA POWER AND LIGHT EASEMENT PURPOSES SITUATED IN THE SOUTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, THENCE NORTH 02°50'37" EAST ALONG THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 32, A DISTANCE OF 339.55 FEET; THENCE NORTH 87°09'23" WEST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 52.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°50'37" EAST, A DISTANCE OF 84.81 FEET; THENCE NORTH 55°34'12" WEST, A DISTANCE OF 89.39 FEET; THENCE NORTH 45°02'06" WEST, A DISTANCE OF 97.70 FEET; THENCE NORTH 89°36'20" WEST, A DISTANCE OF 69.81 FEET; THENCE SOUTH 77°45'09" WEST, A DISTANCE OF 127.55 FEET; THENCE NORTH 55°41'36" WEST, A DISTANCE OF 122.23 FEET; THENCE SOUTH 89°24'07" WEST, A DISTANCE OF 116.45 FEET; THENCE SOUTH 12°33'01" WEST, A DISTANCE OF 30.79 FEET TO A POINT HEREINAFTER REFERRED TO A REFERENCE POINT "A" AND THE POINT OF TERMINUS OF SAID STRIP (THE SIDELINES OF SAID STRIP ARE TO BE LENGTHENED OF SHORTENED TO INSURE A CONTINUOUS 10 FOOT EASEMENT).

TOGETHER WITH:

A PARCEL OF LAND FOR FLORIDA POWER AND LIGHT EASEMENT PURPOSES SITUATED IN THE SOUTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 77°26'59" EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 12°33'01" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 77°26'59" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 12°33'01" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 77°26'59" EAST, A DISTANCE OF 7.50 TO SAID REFERENCE POINT "A" AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 7,612.53 SQUARE FEET MORE OR LESS.

PROJECT NO. 2006011-06
SHEET: 1
OF: 3

PROJECT:
**FLORIDA POWER & LIGHT
EASEMENT # 2
JUNO BALL PARK**

DESIGN FILE NAME: S-1-06-2513.DGN
DRAWING NO.: **S-1-06-2513**


NO.	REVISION	BY	DATE

SCALE: 1" = 50'
APPROVED: W.M.
DRAWN: E.A.O.
CHECKED: W.C.E.
DATE: 6/13/06
FIELD BOOK NO.: N/A

**PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS**

ENGINEERING SERVICES

160 AUSTRALIAN AVENUE
WEST PALM BEACH, FL 33406



SURVEYOR'S NOTES

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 02°50'37" EAST ALONG THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 160 AUSTRALIAN AVENUE, WEST PALM BEACH, FLORIDA 33406.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304

6/13/06
DATE

POINT OF TERMINUS
& REFERENCE POINT "A"

EAST QUARTER CORNER
SECTION 32, TOWNSHIP
41 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY POSITION

PROJECT: S-1-06-2513 DRAWING NO: 006011-06 SHEET: 3 OF 3
PROJECT: FP & L EASEMENT # 2 - JUNO BALL PARK

5'
5'
S89°24'07"W
116.45'

N89°36'20"W
69.81'

S12°33'01"W
30.79'

N55°41'36"W
122.23'

S77°45'09"W
127.55'

5'
5'

N45°02'06"W
97.70'

N55°34'12"W
89.39'

N02°50'37"E
84.81'

N87°09'23"W
52.63'

W. RIGHT OF
WAY LINE
ELLISON WILSON ROAD

N02°50'37"E (GRID)

339.55'

DETAIL

POINT OF TERMINUS
& REFERENCE POINT "A"

SEE: JUNO PARK
BOUNDARY SURVEY
S-3-97-1185

POINT OF BEGINNING

10' x 15' EXISTING
FP & L EASEMENT
PER OFFICIAL RECORD
BOOK 19759, PAGE 1346

RIGHT OF WAY PER
DEED BOOK 1005,
PAGE 324

POINT OF COMMENCEMENT

SOUTHEAST CORNER
SECTION 32, TOWNSHIP 41
SOUTH, RANGE 43 EAST
PALM BEACH COUNTY POSITION



SCALE: 1" = 50'
THIS IS NOT A SURVEY

