

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

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:

James Dunt 8-1-06
 OFMB *ms* *8/1/06*
8/1/06

John H. Webster 8/2/06
 Contract Development and Control

B. Legal Sufficiency:

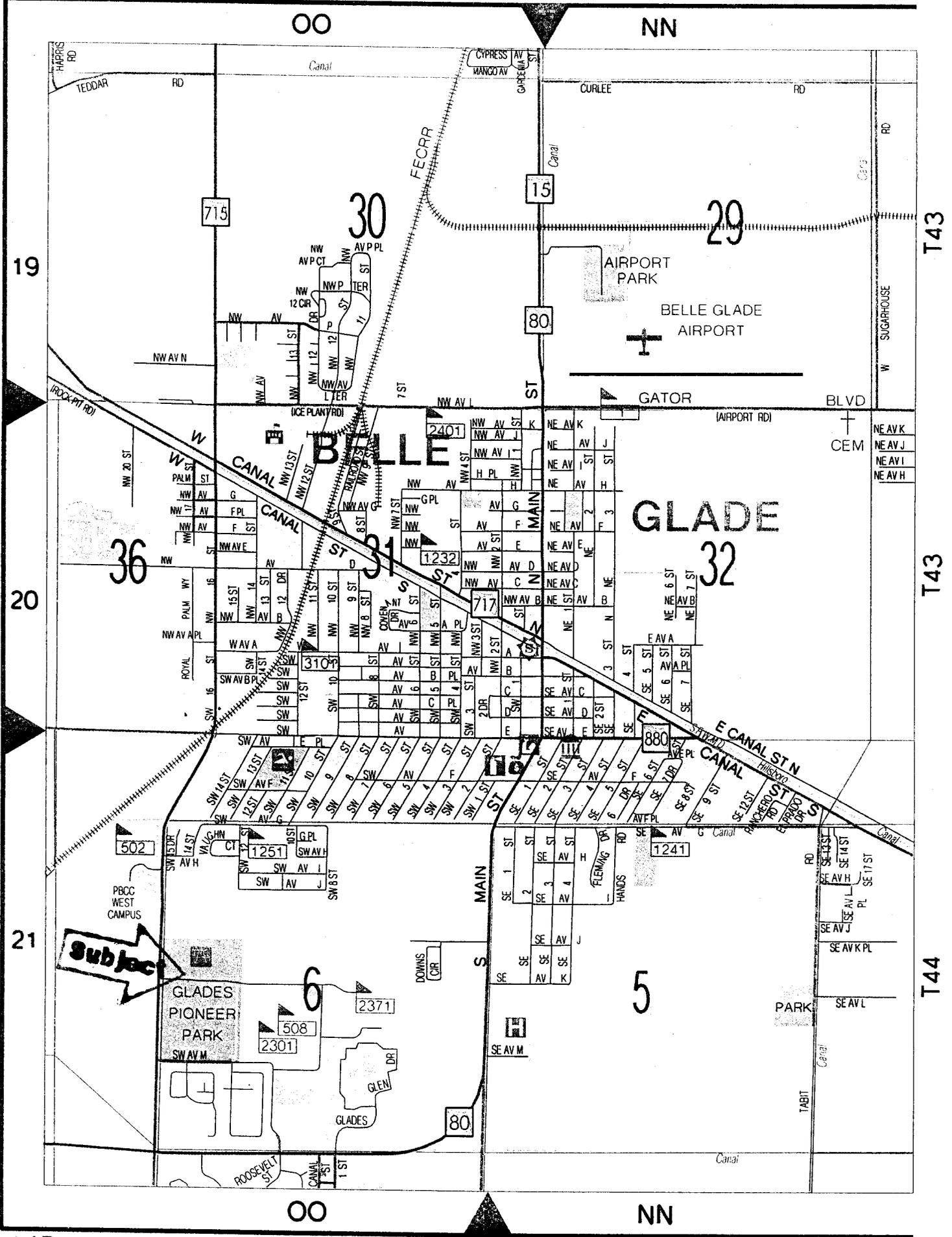
This item complies with current County policies.

H. J. Al 8/3/06
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LOCATION MAP

ATTACHMENT #1



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

Property Control Number: 00-37-44-06-00-000-3020

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**, a Florida corporation, 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 overhead and underground electric utility facilities, including transformers, wires, poles, guys, cables, conduits and appurtenant equipment (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 attach wires to any Facilities hereunder and 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 power lines 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

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: Paul Anthony Wolf
Department Director

Exhibit "A"

Legal Description/Site Sketch

Section 06, Township 44 South, Range 37 East

PALM BEACH County, Florida Scale: N/A

FPL Work Order No. _____

Form 3723, Pg. 2 (Stocked) Rev. 7/94

EXHIBIT 'A'

Reserved for Circuit Court

DESCRIPTION : FPL EASEMENT

A STRIP OF LAND LYING IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 37 EAST BEING 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 6, THENCE SOUTH 01°25'26" WEST ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 6, 23.78 FEET, THENCE SOUTH 88°34'34" EAST, 50.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84°56'35" EAST 300.43 FEET; THENCE SOUTH 87°26'49" EAST 124.46 FEET; THENCE SOUTH 83°45'24" EAST 129.79 FEET; THENCE NORTH 90°00'00" EAST 129.74 FEET; THENCE NORTH 00°00'00" EAST 147.21 FEET; THENCE NORTH 45°00'00" WEST 49.59 FEET; THENCE NORTH 00°00'00" EAST 91.53 FEET TO A POINT OF TERMINATION. SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS.

SAID LANDS SITUATE, LYING, AND BEING IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 37 EAST IN THE CITY OF BELLE GLADE, PALM BEACH COUNTY, FLORIDA.

NOTES:

- THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
- SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD.

MILLER LEGG

Palm Beach Office: 2005 Vista Parkway · Suite 100
West Palm Beach, Florida · 33411-2719
561-689-1138 · Fax: 561-689-8108
www.millerlegg.com

Certificates of Authorization: EB7318, LB6680, LC0337

THIS SKETCH DOES NOT REPRESENT
A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS 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.


WILLIAM D. O'CONNOR

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 4563
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
CERTIFICATE OF AUTHORIZATION: LB6680

Section 06, Township 44 South, Range 37 East

PALM BEACH County, Florida

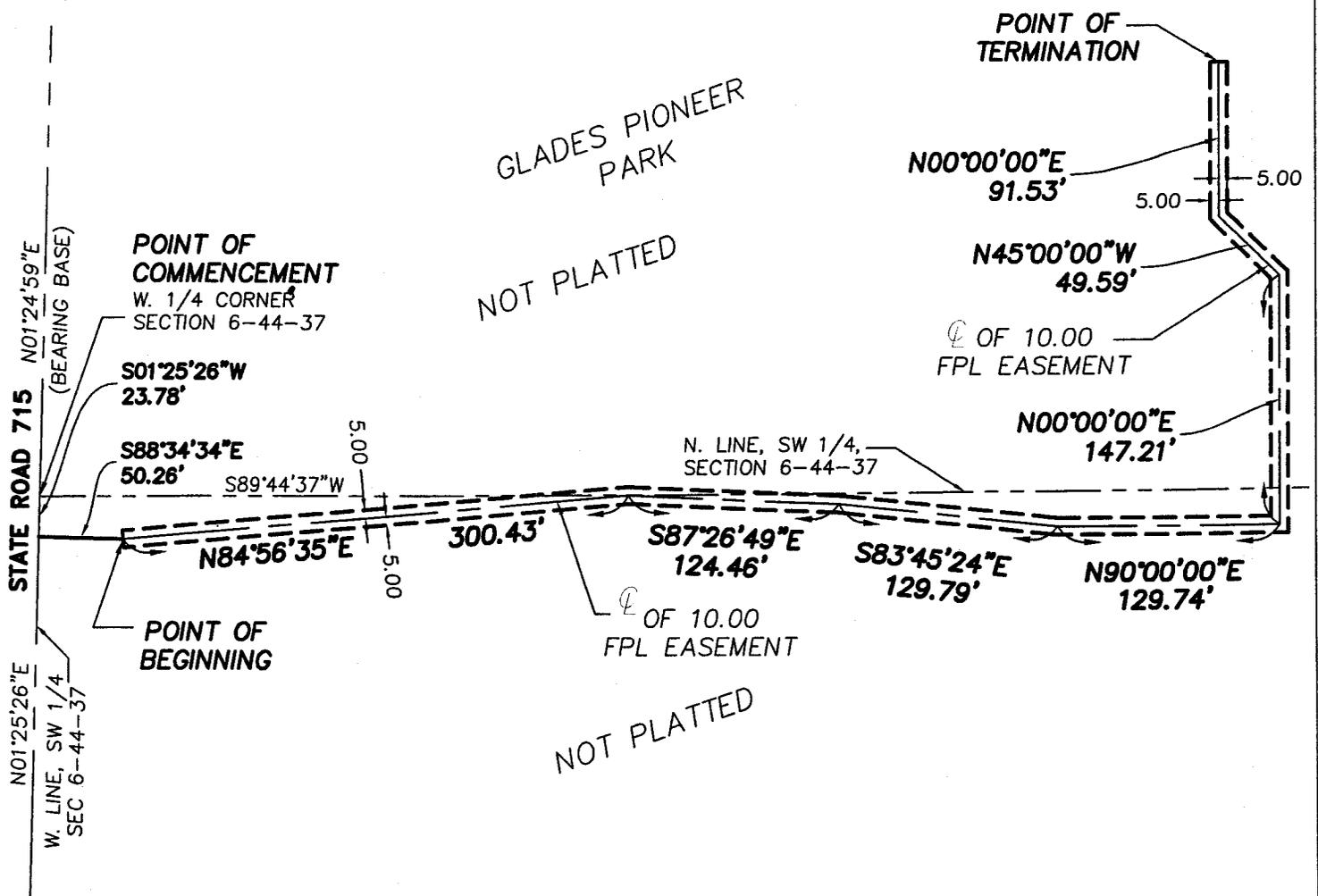
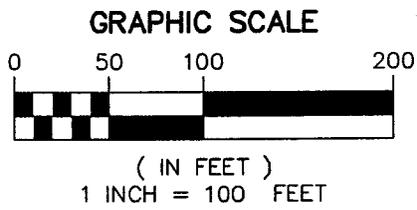
Scale: 1"=100'

FPL Work Order No. _____

Form 3723, Pg. 2 (Stocked) Rev. 7/94

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LEGEND

⊕ - CENTERLINE

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

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