

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:

John Dunt 8-7-06
 OFMB CN/gn/06

John Webster 8/7/06
 Contract Development and Control

B. Legal Sufficiency:

This item complies with current County policies.

Laura Becke
 Assistant County Attorney

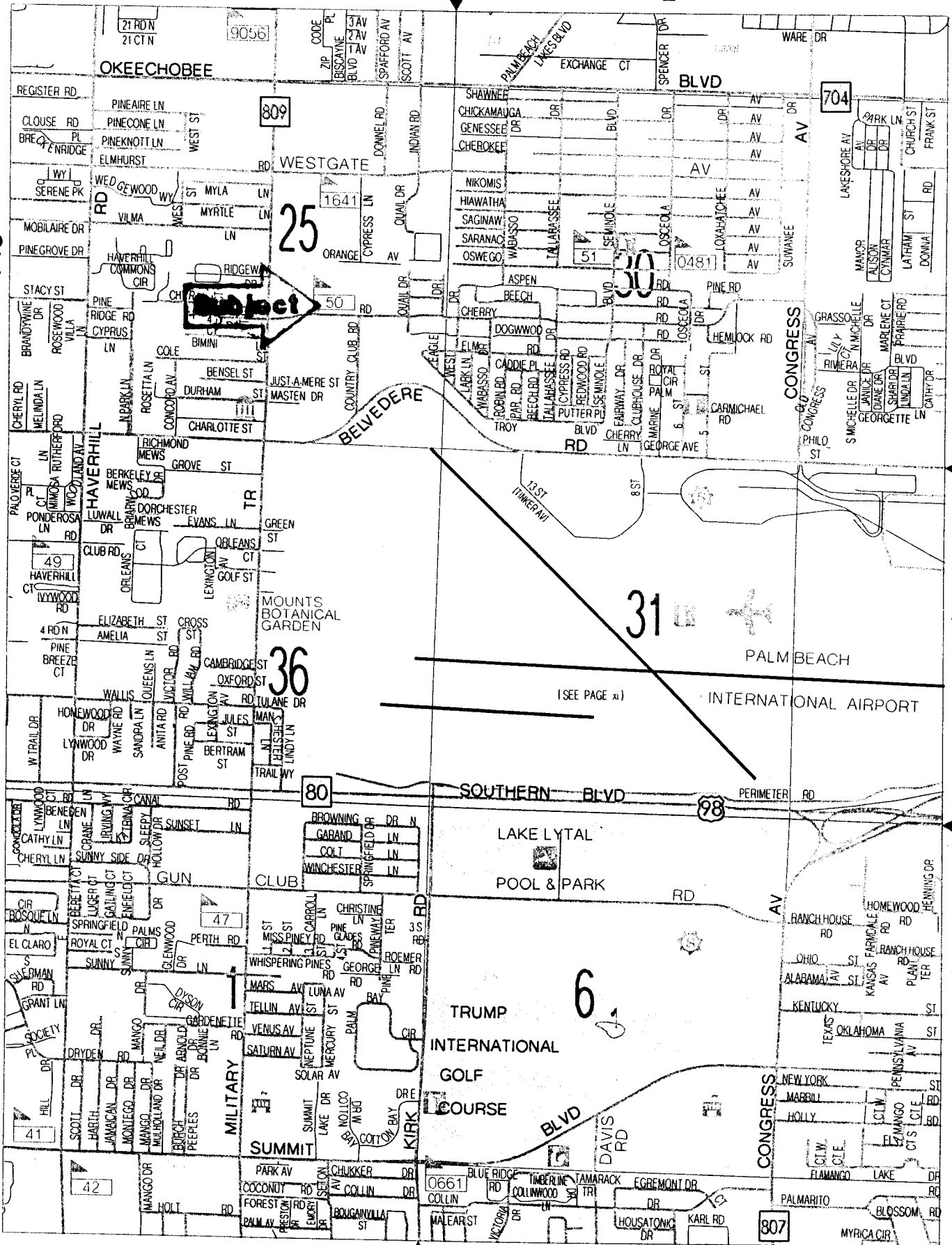
C. Other Department Review:

 Department Director

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

F

E



Subject

31

(SEE PAGE 61)

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LOCATION MAP

ATTACHMENT #1



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

Portion of Property Control Number 00-42-43-25-00-000-5010

UTILITY EASEMENT

This EASEMENT, 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 BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation authorized to do business in Florida, whose legal mailing address is c/o 301 W. Bay Street, Suite 15HH1, Jacksonville, Florida 32202("Grantee").

WITNESSETH:

That 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 telecommunications facilities, including pad-mounted telecommunications equipment cabinets and including, wires, cables, conduits and appurtenant equipment (the "Facilities") to be installed from time to time on, over, or under the Easement Premises; with the right to reconstruct, improve, add to, enlarge, 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 of reasonable ingress and egress to the Easement Premises at all times and the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises.

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ATTACHMENT # 2

THE CONDITIONS OF THIS EASEMENT ARE:

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

2. Notwithstanding any provision of this Easement to the contrary, Grantee agrees for itself, its successors and assigns to restrict the height of any Facilities within the Easement Premises to a height not to exceed ten (10) feet.

3. Grantee shall not use the Easement Premises in a manner that would interfere with the landing or taking off of aircraft at the Palm Beach International Airport (the "Airport"); interfere with air navigation and/or communication facilities serving the Airport; or otherwise would constitute an airport hazard.

4. 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.

5. Grantee shall construct the Facilities on and use the Easement Premises in accordance with any applicable Federal Aviation Administration ("FAA") Advisory Circulars, Orders and Regulations, as now or hereafter amended.

6. Grantee hereby expressly agrees that in the event that Grantee permanently ceases to use the Easement Premises for the purpose herein expressed, at the request of the Grantor, Grantee will execute a release of this Easement.

7. This Easement shall be subject and subordinate to the terms and conditions of any agreements entered by and between Grantor and the State of Florida and/or United States of America, and any agencies thereof, relating to the acquisition of the Easement Premises by Grantor.

8. This Easement is expressly subordinated and subject to the provisions of the pledge, transfer, hypothecation or assignment made by Grantor in the Palm Beach County Airport System Bond Resolution dated April 3, 1984 (Resolution No. 84-427), as amended and supplemented (the "Bond Resolution").

9. The foregoing paragraphs 5, 7 and 8 shall only apply so long as the Easement Premises is part of the Palm Beach County Airport System as defined in the Bond Resolution. In the event that the documents referenced in such paragraphs necessitate the termination of this Easement, Grantor shall (a) at no cost to Grantee, provide to Grantee a new easement in a mutually acceptable area and in a form substantially similar to this form, (b) pay to Grantee in advance Grantee's costs to relocate its facilities to the new easement area and (c) allow Grantee a reasonable time to so relocate.

10. Grantee expressly agrees to maintain in good condition and repair, at its sole cost and expense, its Facilities within the Easement Premises at all times during the term hereof.

11. 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; provided that Grantor shall not, and shall not allow any third party to, place or maintain any facilities or structures on the Easement Premises without the prior, written consent of Grantee.

12. By exercise of the rights granted to Grantee by this instrument, Grantee acknowledges and agrees that the conditions and restrictions imposed herein shall bind and be enforceable against Grantee, its successors and assigns to the same extent as if such party had physically executed this instrument.

IN WITNESS WHEREOF Grantor part 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: 
Department Director

A STRIP OF LAND 15 FEET IN WIDTH FOR UTILITY EASEMENT PURPOSES IN SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE SOUTH 80.00 FEET OF THE NORTH 797.00 FEET OF THE WEST 15.00 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST.

REPORT:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS NOT A SURVEY.
3. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.
4. THIS INSTRUMENT WAS PREPARED BY WILLIAM ETHERIDGE, P.L.S., FLORIDA CERTIFICATE NO.3173 IN THE OFFICE OF THE COUNTY ENGINEER.
5. BEARINGS BASED ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST BEING S01°25'25"W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. ALL DIMENSIONS SHOWN ARE TAKEN OR CALCULATED FROM THE BOUNDARY SURVEY PREPARED BY BROWN & PHILLIPS, INC. (SEE REFERENCE).
7. SECTION BREAKDOWN TAKEN FROM BOUNDARY SURVEY PREPARED BY BROWN & PHILLIPS, INC (SEE REFERENCE).
8. I HAVE REVIEWED THE CHICAGO TITLE INSURANCE COMPANY POLICY, NUMBER 10 2877 106 0000061 AND ALL ENCUMBRANCES ARE SHOWN OR NOTED ON THE SKETCH.


REFERENCE:

1. BOUNDARY SURVEY PREPARED BY BROWN & PHILLIPS, INC PROJECT NO. 01-044, DATED JUNE, 2001.
2. CHERRY ROAD RIGHT OF WAY PROCUREMENT MAP, PALM BEACH COUNTY DRAWING NO. 3-60-025.
3. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR MILITARY TRAIL SECTION 93600-2602.
4. CHICAGO TITLE INSURANCE COMPANY, POLICY NUMBER 10 2877 106 0000061 DATED JANUARY 24, 2003 AT 5:05 PM.

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

7-6-06
DATE

W.C. Etheridge
WILLIAM ETHERIDGE, P.L.S.
FLORIDA CERTIFICATE NO 3173

SHEET: 1 OF: 3 PROJECT NO.: 2006009-27	PROJECT: DESCRIPTION SKETCH KING'S ACADEMY UTILITY EASEMENT SEC 25, TWP 43 S, RGE 42 E DESIGN FILE NAME: S-1-06-2517.DGN DRAWING NO.: S-1-06-2517	SCALE: NONE APPROVED: WCE DRAWN: CAD CHECKED: CWM DATE: 7/5/06 FIELD BOOK NO.: 1066 D	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 10%;">REVISION</th> <th style="width: 5%;">BY</th> <th style="width: 10%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE					 <p>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406</p>
NO.	REVISION	BY	DATE									

NW CORNER
SECTION 25
TOWNSHIP 43 S
RANGE 42 E

N¹/₄ CORNER
SECTION 25
TOWNSHIP 43 S
RANGE 42 E
FOUND PBC DISK

S89°22'26"E
2698.21'(C)

S01°25'25"W 2684.96' (C)
PER PALM BEACH COUNTY
SURVEY DEPT. SECTION DATA
672.88' (C)
SURVEY DEPT. SECTION DATA
672.83'
PER R/W PROCUREMENT MAP
DRAWING NO. 3-60-025

2.43'

DEFLECTION ANGLE
00°07'30" AT
CENTER OF SECTION 25

S88°50'49" E

670.40' (C)

S01°20'30"W
52.00'

NORTH LINE OF THE NORTHWEST ¹/₄ OF
THE SOUTHEAST ¹/₄ OF SECTION 25/43/42

S88°50'49" E

SECTION LINE & CENTERLINE
PER FOOT R/W MAP
SECTION 93600-2602

WEST LINE OF THE SOUTHEAST ¹/₄ OF
SECTION 25 PER PALM BEACH COUNTY
SURVEY DEPT. SECTION DATA

686.58' S01°20'57"S

NW ¹/₄ OF THE SE ¹/₄ OF SECTION 25

NORTH 797' OF
SECTION 25/43/42

15'

80'

20'



NOT TO SCALE

S01°25'25"W

S 60' OF
N 797'
SECTION
25/43/42

N R/W LINE

CHERRY ROAD
R/W PROCUREMENT MAP
DRAWING NO. 3-60-025

LEGEND:

R/W = RIGHT OF WAY
C = CALCULATED

