



**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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>-0-</u></u>	<u><u>          </u></u>	<u><u>          </u></u>	<u><u>          </u></u>	<u><u>          </u></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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 Dink 8-7-06  
 OFMB  
 8/7/06

John H. Roberts 8/7/06  
 Contract Development and Control

**B. Legal Sufficiency:**

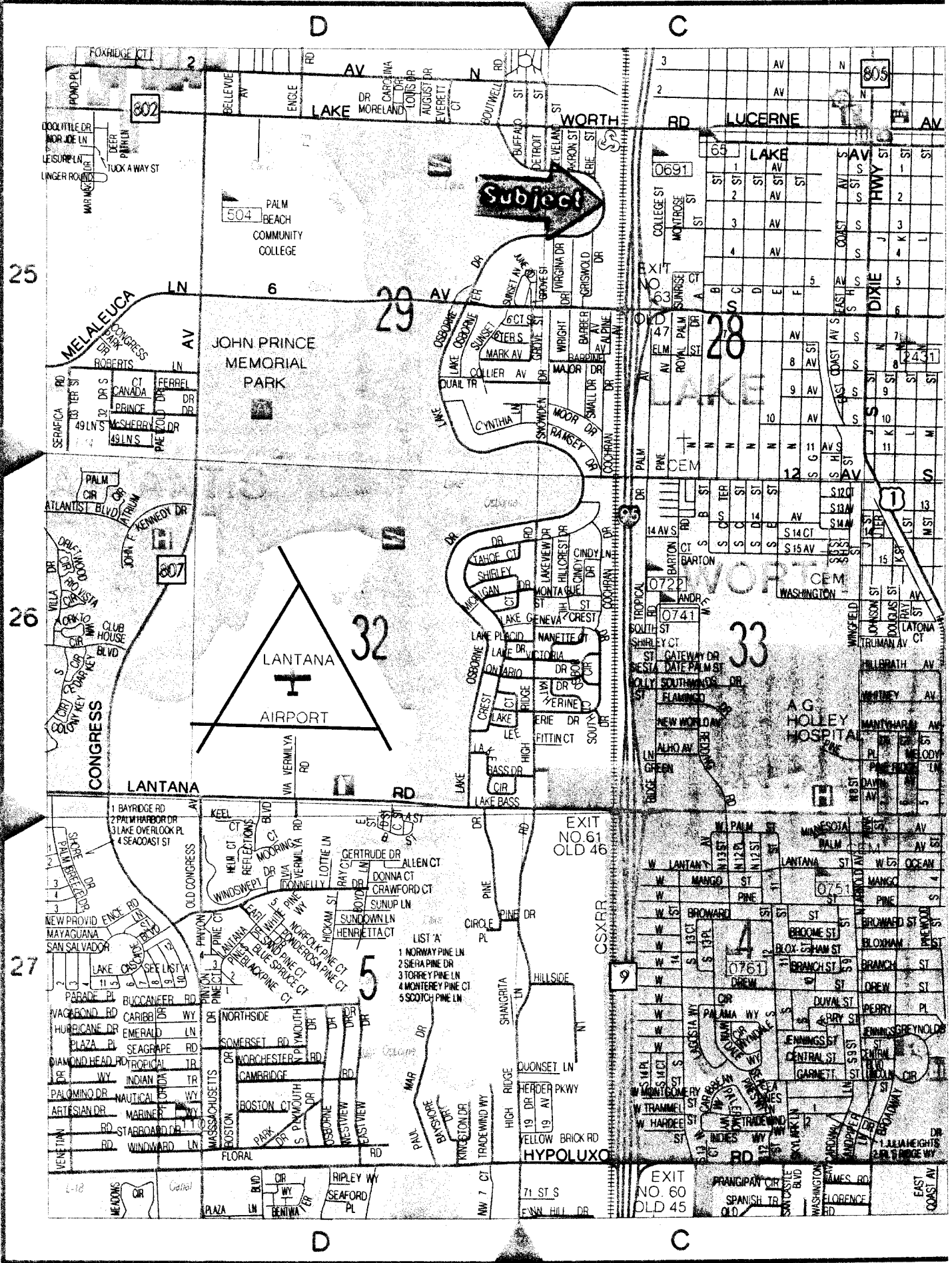
This item complies with current County policies.

James Brubaker 8/8/06  
 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

Handwritten signature or initials.

Prepared by & Return to:  
David Kuzmenko, 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: 00-43-44-29-00-002-0010

## TEMPORARY CONSTRUCTION EASEMENT

**THIS EASEMENT** is made \_\_\_\_\_ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 and the **CITY OF LAKE WORTH**, a Florida municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 7 North Dixie Highway, Lake Worth, Florida 33460-3787 ("City").

### RECITALS

**Whereas**, County is the owner of John Prince Memorial Park (the "Park"); and,

**Whereas**, City is the owner of the real property described in **Exhibit "A"** attached hereto and made a part hereof ("City's Property") on which City has constructed the City's Floridan Aquifer Raw Water Well "F-2" ("Well F-2"); and,

**Whereas**, City has requested that County grant a Temporary Construction Easement enabling City to construct a pipeline on a portion of the Park to connect City's Well F-2 to public rights of way, enabling connection to City's water treatment plant.

**Now, therefore**, County, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the County in hand paid by City, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to City a non-exclusive temporary construction easement for the construction of a pipeline upon the real property being a portion of the Park, legally described in **Exhibit "B"** attached hereto and made a part hereof (the "Easement Parcel"). The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Parcel solely for those activities provided herein, associated with City's plan to connect Well F-2 to the pipeline (the "Project");

The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of City's completion of the Project or one year after the Effective Date. Notwithstanding such automatic termination, City shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

1. Conditions to Right of Usage. The Conditions of Right of Usage of this Easement shall be in accordance with the Specific Conditions described in Exhibit "C". City shall obtain from County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the Easement Parcel prior to commencement of construction thereof. Approval from County shall be obtained from the Director of County's Parks & Recreation Department. All improvements shall be constructed at City's sole cost and expense and within the confines of the Easement Parcel in accordance with the Specific Conditions described in Exhibit "C", and the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. City shall give County ten (10) days written notice prior to commencement of construction. City shall not be entitled to construct any improvements within the Easement Parcel other than those specifically identified herein.

2. Location of Existing Utilities. Prior to exercising the rights conferred hereunder, City or any party acting as its agent shall locate all existing utility facilities, including drainage culverts, within the Easement Parcel and shall conduct and coordinate with all appropriate entities having ownership, rights or use of such utility facilities located within the Easement Parcel.

3. Use Limitation. City acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that City may not utilize the Easement Parcel for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials.

4. Maintenance, Repair, and Restoration. City shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Parcel and all improvements currently existing or constructed hereafter therein during the term of this Easement. City shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of City's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereafter within the Easement Parcel to the condition it was in prior to such damage, using materials of like kind and quality. In the event that City fails to fulfill these obligations, County shall have the option to complete the work and City shall reimburse County for all costs and expenses incurred as a result of such failure.

5. Other Obligations. City agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not interfere with, as determined solely by the County, the County's use of the Park.

6. Personal Property. County shall have no liability or responsibility whatsoever for City's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Parcel.

7. Prohibition Against Liens. Neither County's nor City's interest in the Easement Parcel shall be subject to liens arising from City's or any other person or entity's use of the Easement Parcel, or exercise of the rights granted hereunder. City shall promptly cause any lien imposed against the Easement Parcel or the Park to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, City shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming County as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to County prior to commencement of construction.

8. Insurance. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, City acknowledges and represents that City is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event City maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, City agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. City agrees to add the County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Parks & Recreation Department". City agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

City agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

City agrees to maintain property insurance, which would include builder's risk insurance provided by City or City's hired contractor, while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum. City agrees to endorse County as an "Additional Insured" on the builder's risk insurance. When construction is completed, City agrees to maintain all-risk property insurance for adequate limits of coverage on any building(s) and contents based on City's replacement cost calculation, or the highest probable maximum loss estimate for the perils of either fire, wind, or flood. City agrees to be fully responsible for any deductible, uncovered loss, or self-insured retention.

When requested, City agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable confirmation for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve City of its liability and obligations under this Easement.

City agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by County.

9. Indemnification. City, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the exercise of the rights granted hereby and use of this Easement by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Parcel or access routes or in connection with the use or operation of the Easement Parcel or access routes.

10. No Dedication. The grant of Easement contained herein is solely for the use and benefit of City, and City's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Parcel for public use.

11. Time of Essence. The parties expressly agree that time is of the essence in this Agreement.

12. Matters of Record. City hereby accepts the Easement Parcel "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Parcel, and all other easements, restrictions, conditions, encumbrances and other matters of record.

13. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.

14. Construction. The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

15. Entire Understanding. This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

16. Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Attention: Director  
Palm Beach County  
Property & Real Estate Management Division  
3200 Belvedere Road, Building 1169  
West Palm Beach, Florida 33406-1544  
Telephone: 561-233-0217  
Fax: 561-233-0210



With a copy to:

Attention: Director  
Palm Beach County  
Parks & Recreation Department  
2700 6<sup>th</sup> Avenue South  
Lake Worth, Florida 33461-4727  
Telephone: 561-966-6600  
Fax: 561-963-6719

With a copy to:

Palm Beach County Attorneys' Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Telephone: 561-355-2225  
Fax: 561-355-4398

City:

City of Lake Worth  
Attention: Utility Director  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, Florida 33461-4298  
Telephone: 561-586-1665  
Fax: 561-586-1702

Any party may from time to time change the address to which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

17. Default. In the event City fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

18. Governing Law & Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in Palm Beach County, Florida.

19. Prohibition Against Assignment. This Easement may not be assigned by City.

20. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

21. Reservation of Rights. County hereby retains all rights relating to the Easement Parcel not specifically conveyed by this Easement including the right to use the Easement Parcel and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Parcel or the right to use the improvements therein.

22. Execution of Easement. This Agreement and any subsequent amendments hereto may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument.

**Remainder of page intentionally left blank**

IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

City:

CITY OF LAKE WORTH,  
a Florida municipal corporation organized and existing under the laws of the State of Florida

By: \_\_\_\_\_  
Marc J. Drautz, Mayor

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness Name Printed)

\_\_\_\_\_  
(Witness Signature)

(Seal)

\_\_\_\_\_  
(Witness Name Printed)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Marc J. Drautz, the Mayor of the City of Lake Worth, a Florida municipal corporation organized and existing under the laws of the State of Florida ( ) who is personally known to me OR ( ) who has produced \_\_\_\_\_ as identification and who ( )did ( )did not take a oath.

(Official Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Type, print or stamp name)

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ATTEST:

SHARON R. BOCK  
Clerk & Comptroller

County:

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

(OFFICIAL SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By:     *Rett Anthony Wolf*      
Department Director

**EXHIBIT "A"**

**CITY'S PROPERTY**

A parcel of land lying in Section 28, Township 44 South, Range 43 East, within the municipal limits of the City of Lake Worth, Palm Beach County, Florida, being more particularly described as follows:

Government Lot 1, (LESS the tract as in Deed Book 134, Page 136, public records of Palm Beach County, Florida, the North 740 feet of the West 817 feet and the CSX Railroad right-of-way.)

**Property Control Number: 38-43-44-28-00-001-0020**

**EXHIBIT "B"**

**EASEMENT PARCEL**

**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATE IN SECTION 28, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DEEDED BY THE STATE OF FLORIDA TRUSTEES OF THE INTERNAL IMPROVEMENT FUND DEED NO. 18537, AS DESCRIBED IN DEED BOOK 879, PAGE 248, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING A TEMPORARY CONSTRUCTION EASEMENT 40 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LIMITS OF THE STATE OF FLORIDA INTERNAL IMPROVEMENT FUND DEED NO. 18357 TO PALM BEACH COUNTY, AS DESCRIBED IN DEED BOOK 879, PAGE 248 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8574, PAGE 1815 OF SAID PUBLIC RECORDS; THENCE SOUTH 87°13'47" WEST A DISTANCE OF 148.70 FEET TO THE POINT OF BEGINNING AT A POINT ALONG A NON-TANGENT CURVE HAVING A RADIUS OF 388.37 FEET, SAID RADIUS BEARS SOUTH 44°58'43" WEST, THENCE SOUTHEAST-ERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°27'21", A DISTANCE OF 314.89 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°26'04" WEST A DISTANCE OF 96.32 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 388.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°04'31", A DISTANCE OF 332.65 FEET TO THE POINT OF TERMINUS. THE THREE AFOREMENTIONED COURSES BEING ALONG A LINE 20 FEET WESTERLY OF AND PARALLEL WITH, THE WEST LINE OF THE COUNTY ROAD KNOWN AS LAKE OSBORNE DRIVE, AS SHOWN ON THE PALM BEACH COUNTY RIGHT-OF-WAY MAP, DRAWING NO. 3-X-717"A", DATED MARCH 1953.

THE SIDES OF THE AFOREMENTIONED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 40.00 FEET IN WIDTH AND TO INTERSECT AT ANGLE POINTS.

THE AREA OF THE AFOREMENTIONED TEMPORARY CONSTRUCTION EASEMENT IS 29,754.51 SQUARE FEET, OR 0.68 ACRES.

**NOTES:**

1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN, SAID BEARING BEING SOUTH 88°03'59" EAST.

NOT VALID WITHOUT  
ACCOMPANYING SKETCH  
SHEET 2 OF 2

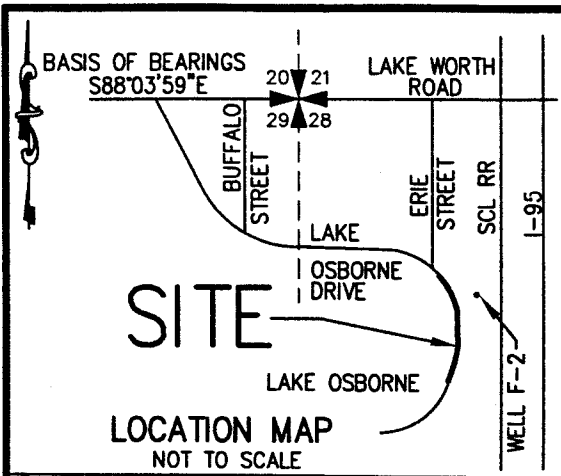


MANUEL A. GUTIERREZ  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 4102

SHEET 1 OF 2  
SEC. 28, TWP. 44 S., RGE. 43 E.

REV: -	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: N / A	
FIELD: -	<p><b>MOCK • ROOS</b> ENGINEERS • SURVEYORS • PLANNERS</p> <p>5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248</p>		DATE: 8-01-06	
DRAWN: MAG			TEMPORARY CONSTRUCTION EASEMENT	P.A.NO. A0063.56
APPR: MHC <i>ml</i>			FOR THE CITY OF LAKE WORTH PALM BEACH COUNTY, FLORIDA	DR. NO. A-4402

DWG: S:\wru\_faf3\dwg\faf3ak07.dwg  
 XREFS: IMAGES:  
 PLOT DATE: Aug 02, 2006 - 7:20am



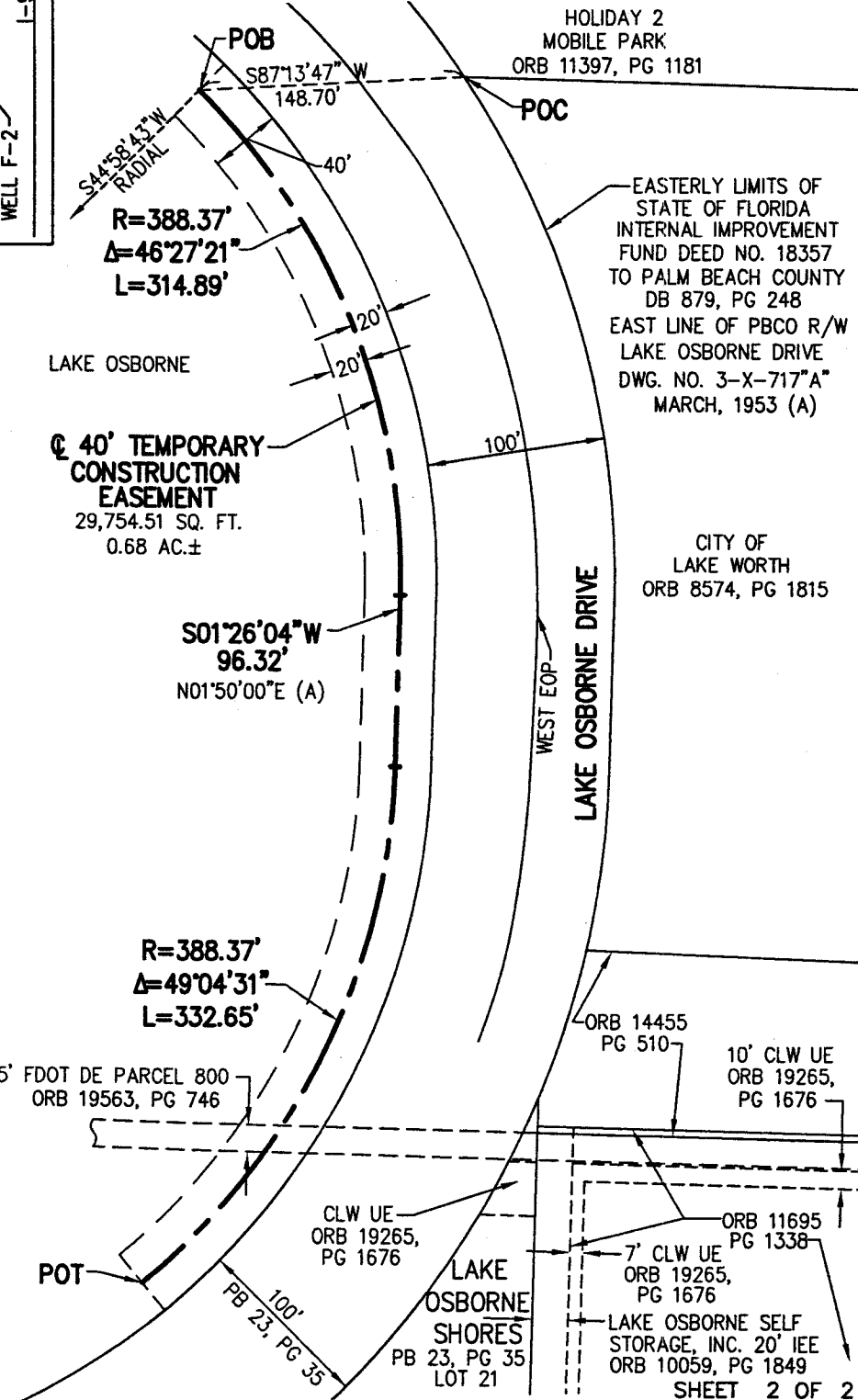
**NOTES:**

1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT, A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN, SAID BEARING BEING SOUTH 88°03'59" EAST.



**LEGEND**

- CLW CITY OF LAKE WORTH
- DB DEED BOOK
- DE DRAINAGE EASEMENT
- EOP EDGE OF PAVEMENT
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- IEE INGRESS-EGRESS EASEMENT
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PBCO PALM BEACH COUNTY
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- R/W RIGHT-OF-WAY
- UE UTILITY EASEMENT



SEC. 28, TWP. 44 S., RGE. 43 E.

DWC: S:\vnu\_\vnu\_faf3\dwg\faf3sk07.dwg PLOT DATE: Aug 02, 2006 - 7:21am XREFS: IMAGES:

REV: -	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: 1"=100'
FIELD: -			DATE: 8-01-06
DRAWN: MAG			P.A.N.O. A0063.56
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		DR. NO. A-4402

**TEMPORARY CONSTRUCTION EASEMENT**  
FOR THE CITY OF LAKE WORTH  
PALM BEACH COUNTY, FLORIDA



## **EXHIBIT "C"**

### **SPECIFIC CONDITIONS FOR USE OF EASEMENT PARCEL**

#### **TEMPORARY EASEMENT FOR PIPELINE CONSTRUCTION FOR CITY'S FLORIDAN AQUIFER WELL "F-2"**

Hours of operation shall be from 7:00 AM to 6:00 PM, excluding weekends and County recognized holidays.

There shall be no unsupervised or uncontrolled open trenches.

Signage, temporary fencing, flagging and/or appropriate barricades shall be placed around the pipeline.

Appropriate safety measures shall be implemented to prevent accidents or injury to pedestrians and cyclists using the asphalt path.

Except during construction under the asphalt path itself, the asphalt path shall be maintained and remain open in a safe manner at all times.

Upon completion of construction under the asphalt path, the asphalt path shall be restored to pre-construction conditions, of like-kind and quality materials.

The lands within six (6) feet of the asphalt path shall be sodded; all other impacted lands shall be seeded and mulched according to County's standards.

Flaggers shall be used, if necessary, for traffic control.

Maintenance of the Easement Parcel, including mowing and trash collection, shall be performed by the City on a regular basis.

Upon completion of installation of the permanent pipeline, City shall deliver as-built drawings acceptable to County in both 24" x 36" size and 8.5" x 11" size, and a sketch and legal description of the area of the proposed permanent pipeline easement parcel in 8.5" x 11" size.