

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____</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:

OFMB: _____ 8-29-06
 Contract Development and Control: _____ 8/31/06
 Additional handwritten notes: 8/29/06, PM 8-25-06, 8/31/06

B. Legal Sufficiency:

James Brubaker 9/1/06
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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R42

NO CONTINUING MAP

R43

F

E

1

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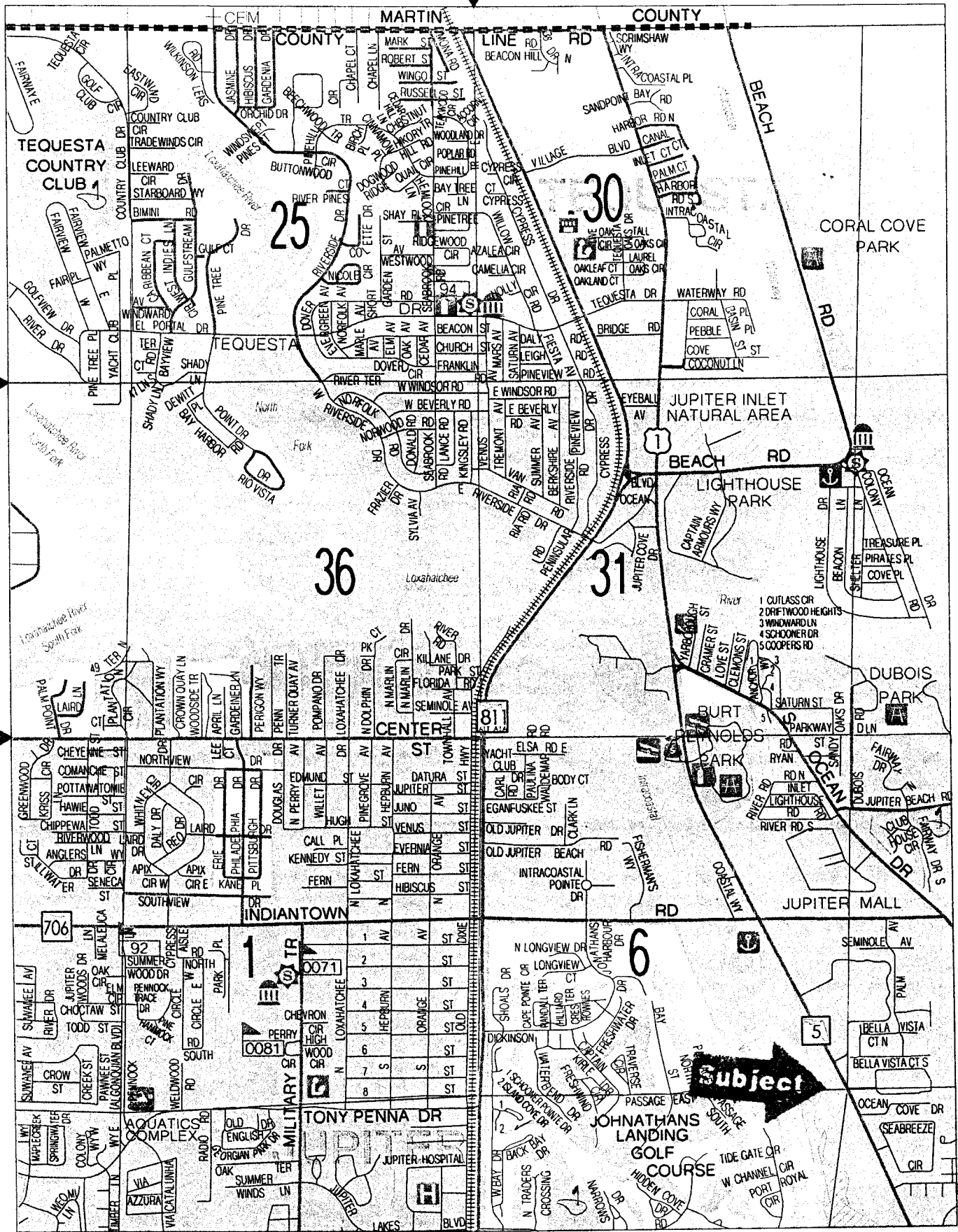
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SEE PG 15

LOCATION MAP
ATTACHMENT #1

Handwritten signature or initials.

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

A portion of PCN: 30-43-41-06-00-000-5010

EASEMENT AGREEMENT

THIS IS AN EASEMENT, granted this _____, by
PALM BEACH COUNTY, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, herein referred to as "County" in favor of **THE TOWN OF JUPITER**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 210 Military Trail, Jupiter, Florida 33458-5784 herein referred to as "Town".

WITNESSETH:

1. Whereas, County is the owner of certain lands situated in Palm Beach County, Florida, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference and referred to as the "Easement Premises"; and
2. Whereas, Town is constructing a recreational corridor known as "Riverwalk", located primarily on the eastern shoreline of the Intracoastal Waterway in Jupiter, to provide access to the waterfront for residents and visitors; and
3. Whereas, the Comerford Island Segment/Lagoon Bridge is a critical link between portions of Riverwalk which were constructed by Town to the north and south; and

4. Whereas, Town is the Grantee to that certain Easement Agreement from JYC Holdings, Inc., to the Town of Jupiter, dated February 19, 2002, and recorded in Official Record Book 13460, page 1310, of the public records of Palm Beach County, Florida incorporated herein by this reference and referred to as the "Pedestrian Easement"; and

5. Whereas, Town has requested that County grant an easement to the Town for Town's construction, operation and maintenance of a portion of Riverwalk referred to as the Comerford Island Segment/Lagoon Bridge, permitting public pedestrian and recreational access on an elevated boardwalk over, across and through the Easement Premises, to connect Town's Pedestrian Easement to the Comerford Island Segment/Lagoon Bridge.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County does hereby grant, bargain, sell and convey unto Town, upon the conditions hereinafter set forth, a perpetual non-exclusive easement, for the purpose of construction and maintenance of an elevated boardwalk, upon, under, and across the Easement Premises. Additionally, County does hereby grant unto Town, upon the conditions hereinafter set forth, a non-exclusive access easement, for the purpose of pedestrian and bicycle ingress and egress, over, across, through and upon the Easement Premises for public pedestrian and recreational uses in connection with the Town's Riverwalk project. Town shall be permitted to construct, place and use utilities within the Easement Premises for lighting and water as are reasonably necessary and incidental to the Riverwalk project.

THE CONDITIONS OF THIS EASEMENT ARE SUCH THAT:

1. Town shall cause all improvements permitted hereby to be constructed within the confines of the Easement Premises. Town shall be solely responsible for and shall, at all times, maintain in good condition and repair the Easement Premises and all improvements constructed therein pursuant to this Easement at Town's sole cost and expense. Additionally, Town shall promptly repair, replace and/or restore the Easement Premises and any improvements now existing or constructed hereafter, including earth, fill and landscaping to the condition that it was in prior to exercise of any rights granted hereunder, using materials of like kind and quality. In the event Town shall fail to maintain the Easement Premises or Town's improvements thereon in accordance with this Paragraph 1, then County, at County's option, may maintain the Easement Premises or Town's improvements thereon and Town shall reimburse County for all costs and expenses incurred as a result of such failure.

2. Town shall obtain from County and all other necessary governmental entities written approval of all plans relating to construction of any improvements within the Easement Premises prior to commencement of construction thereof. Town shall give the County's Department of Environmental Resources Management thirty (30) days written notice prior to commencement of construction. Any improvements constructed pursuant to this Easement shall be constructed at Town's sole cost and expense in accordance with the approved plans and permits related thereto and applicable statutes, codes, rules, regulations and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.