



ENGINEERING SERVICES DEPARTMENT
P. O. Box 3506
West Palm Beach, FL 33402
Tel (561) 494-1040
Fax (561) 494-1117

REQUIREMENTS FOR CONVEYING UTILITIES TO
THE CITY OF WEST PALM BEACH

The following is a checklist of the minimum requirements for conveyance of water and sanitary sewer facilities to the City of West Palm Beach. All potable water, fire and sanitary sewer facilities, up to the point of connection with existing lines, shall be conveyed to the City by submittal and approval of the following documents:

1. Plat(s) - Recorded originals, showing the locations of all applicable rights of way, ingress and egress easements, and easements for all water and sanitary sewer facilities that are to be turned over to the City. Nature of plat(s) and easement(s) components must be drawn out on 24" x 36" forms with a listing of legal descriptions.
2. Palm Beach County Health Department certificates: The applicable form(s) must be obtained directly from the Health Department
 - Certificate of Construction Completion and request for a Letter of clearance to Place a Public Drinking Water Facility into Service; and/or
 - Domestic Wastewater Collection/Transmission System Certificate of Completion of Construction.
3. As-Builts - Detailed drawings of water and sanitary sewer facilities, as described in the Bill of Sale and Cost Breakdowns, must be supplied on 24" x 36" forms in accordance with the standards established by the City.
4. Bill of Sale - Conveying all of the water system from the point of connection with the City's existing lines to the meter, and all of the sanitary sewer system from the clean-out at the property line to the point of connection to the City's existing system, as constructed by Developer's contractor and approved by the City. Included in the Bill of Sale shall be a warranty in favor of the City of West Palm Beach warranting that the water and sanitary sewer facilities to be conveyed to the City is in working condition and will remain in such condition for one year.
5. Exhibits "A" and "B" - These detailed lists are also used to describe the facilities conveyed to the City and are attached to the Bill of Sale. The form provides a complete cost breakdown of all items associated with the building of the water and sanitary sewer facilities to be conveyed to the City. Costs will include engineering fees, material and labor, permit fees and applicable land values. A more detailed instruction sheet for these forms is included.
6. Certification of Exhibit "A" and/or "B" - Certification to the City stating that the water and sanitary sewer facilities that have been installed and are to be conveyed to the City are accurately listed Exhibit A and/or Exhibit B and that the costs are accurate. The Engineer of Record further certifies that all system(s) to be conveyed meet the acceptable standards of the City and the Florida Department of Environmental Protection (FDEP). Copies of the FDEP permit application, permit and letter of release (if applicable) must be attached to the Certification.
7. Affidavits - The Developer, General Contractor, and any and all Sub-Contractors shall supply no lien affidavits attesting that the system(s) conveyed to the City have been paid for

in full. In limited circumstances, a partial release of all lien claims up to the date of the release may be accepted.

8. Easements - Easements covering the areas in which the water and sanitary sewer facilities are installed shall be provided on the City's standard form. Easements are required for all potable water or sanitary sewer facilities not located within platted or dedicated rights-of-way. The Easement's sketch and legal description must be approved by the City Surveyor prior to recording.

Legal descriptions must be prepared by a Registered Land Surveyor and must bear the surveyor's name, certification number, firm name, and must be signed and sealed. Easement sketches must be on 8.5 x 11 inch sheets and have the surveyor's original signature and embossed seal. The sketch must contain a north arrow and must include a location map showing the general location of the property.

9. Title Policy – All easements or conveyance of rights-of-way shall be accompanied by a paid title policy issued by a licensed title insurance company qualified to do business in the State of Florida for the benefit of the City, in the minimum amount of \$50 per linear foot of any granted utility easement (calculated along the centerline) and \$50,000 per sanitary sewer lift station. The title policy must confirm the Grantor's right to convey the easements or rights-of-way and identify and mortgages, liens, or other encumbrances affecting the property of the development in question.
10. Joinder and Consent of Mortgagee – Every mortgagee or lien holder holding a mortgage or lien on the development property shall be required to join in the granting of the easement and subordinate their position by signing a Joinder and Consent of Mortgagee to Utility Easement.
11. Commission Approval – All documents shall be reviewed by Engineering Services, the City Attorney's Office, other appropriate Departments submitted to the City Commission for consideration and acceptance.

These forms can be supplied, upon request, on disk in Microsoft Word. For a copy of the forms on paper or disc, please contact our office at (561) 494-1040, between the hours of 8:00 A.M. and 4:30 P.M.

Additional documentation, manuals, specifications, drawings, as-builts, mylars, plats, etc., may be required by the City.

All of the forgoing documents, when completed, are subject to the review and approval by: Engineering Services, Public Utilities, Construction Services, Planning & Zoning and the City Attorney's Office, as well as any and all other applicable City Departments.

THERE WILL BE NO RENDERING OF UTILITY SERVICE, INCLUDING RELESE OF METERS, UNTIL ALL OF THE ABOVE REQUIRED DOCUMENTATION IS RECEIVED AND APPROVED.

IT IS REQUIRED THAT THE CITY'S STANDARD FORMS BE USED.

ONE EXECUTED ORIGINAL OF EACH FORM (WITH ORIGINAL SIGNATURE) IS REQUIRED. COPIES ARE NOT ACCEPTED.

If you have any questions concerning this information or the attached forms please contact the Engineering Services Manager at (561) 494-1040.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: that _____, with an address of _____ (hereafter referred to as the "Developer"), for and in consideration for the subdividing and platting of _____, and the sum of Ten and 00/100 Dollars (\$10.00), in lawful money of the United States paid to it by the CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation (hereafter referred to as "City"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer, and deliver unto City, its executors, administrators and assigns, certain goods, chattel and equipment which comprise the

Potable Water and/or Sanitary Sewer Utility Facilities consisting of those components set forth on:

Exhibit "A" – Potable Water facilities and/or Exhibit "B" – Sanitary Sewer facilities, attached hereto, and located within the real property described on Exhibit "C", attached hereto

TO HAVE AND TO HOLD the same unto the City, its executors, administrators, and assigns forever.

And the Developer does, for itself and its successors, heirs, executors and administrators, covenant to and with City, its successors, executors, administrators and assigns, that it is the lawful owner of the said potable water and/or sanitary sewer facilities; that they are free from all encumbrances; that Developer has good right to sell the same aforesaid, and that Developer will warrant and defend the sale of the potable water and/or sanitary sewer facilities hereby made to the City, its successors, executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

AND DEVELOPER FURTHER WARRANTS all goods, chattel and equipment furnished as described in Exhibits "A" and/or "B" against defect in material and/or workmanship for a period of one year from the date of acceptance of the "beneficial use" by the City as evidence by a letter agreement between the City and the Engineer of Record. Should any failure or defect in materials or workmanship, excepting ordinary wear and tear, appear during the warranted period, the Developer shall repaired or replace such failure or defect at no cost to the City, upon not more than thirty (30) days' written notice from the City. If the Developer fails to timely begin repair of the failure or defect, the City may, at its option, correct such failure or defect and Developer shall be responsible for and reimburse the City for all actual costs associated with the repair and/or replacement and any costs incident to the collection of such sums, including, but not limited to, reasonable attorneys' fees and costs of litigation.

IN WITNESS WHEREOF, Developer has set its hand and seal this ____ day of _____, 20____.

WITNESSES:

Print Name: _____

Print Name: _____

DEVELOPER:

Firm Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA }
 } SS:
COUNTY OF PALM BEACH }

_____ personally appeared before me this _____ day of _____, 202_, and acknowledged before me that he/she executed the foregoing Bill of Sale. I relied upon the following form of identification:

G personally known to me;

G produced drivers license _____

G other (describe) _____

Notary Public

[Seal:]

POTABLE WATER FACILITIES CONVEYED TO THE CITY OF WEST PALM BEACH

EXHIBIT "A" *

PROJECT NAME: _____

PHASE: _____ PARCEL/PLAT: _____ PROJECT No.: _____

Fire Hydrant Assemblies: Account Number: 453-097230-536500633

ITEM	MATERIAL	DIAMETER	UNIT	UNIT PRICE	QUANTITY	TOTAL PRICE
1		6"				

Water Services (5/8" to 10"): Account Number: 453-097230-536500632

ITEM	MATERIAL	SERVICE SIZE	UNIT	UNIT PRICE	QUANTITY	SUB-TOTAL PRICE
1						
2						
					TOTAL	

Private Fire Line(s) Protection: Account Number: 453-097230-536500635

ITEM	MATERIAL	DIAMETER	UNIT	UNIT PRICE	QUANTITY	SUB-TOTAL PRICE
1						
2						
					TOTAL	

Potable Water System: Account Number: 453-097230-536500634

ITEM	MATERIAL	DIAMETER	UNIT	UNIT PRICE	QUANTITY	SUB-TOTAL PRICE
1						
2						
3						
					TOTAL	

*As shown on Record Drawing No.(s) _____, Project No. _____, Dated _____
 Prepared By: _____ Project Engineers

SANITARY SEWER FACILITIES CONVEYED TO THE CITY OF WEST PALM BEACH

EXHIBIT "B" *

PROJECT NAME: _____

PHASE: _____ PARCEL/PLAT: _____ PROJECT No.: _____

Gravity Mains and Laterals: Account Number: 453-097330-536500631

ITEM	MATERIAL	DIAMETER	CUT	UNIT	UNIT PRICE	QUANTITY	SUB-TOTAL PRICE
1							
2							
						TOTAL	

Sanitary Sewer Manholes: Account Number: 453-097330-536500631

ITEM	TYPE	DIAMETER	CUT	UNIT	UNIT PRICE	QUANTITY	SUB-TOTAL PRICE
1							
2							
						TOTAL	

Sanitary Sewer Force Mains and all Appurtenances: Account Number: 453-097330-536500631

ITEM	MATERIAL	DIAMETER	UNIT	UNIT PRICE	QUANTITY	SUB-TOTAL PRICE
1						
2						
					TOTAL	

Lift Station(s) and all Appurtenances: Account Number: 453-097330-536500631

ITEM	TYPE	DIAMETER WET WELL	UNIT	UNIT PRICE	QUANTITY	SUB-TOTAL PRICE
1						
2						
					TOTAL	

*As shown on Record Drawing No.(s) _____, Project No. _____, Dated _____
 Prepared By: _____ Project Engineers

CERTIFICATION OF EXHIBIT "A" AND/OR "B"
Potable Water and/or Sanitary Sewer Facilities
Conveyed to the City of West Palm Beach

PROJECT NAME: _____

Project No. _____ Phase: _____ Parcel/Plat: _____

By signing this Certification, I represent and certify that the potable water and sanitary sewer facilities that have been installed and are to be conveyed to the City are accurately listed in Exhibit "A" and/or Exhibit "B", all facilities to be conveyed meet the applicable standards of the City, and the Total Value of the Conveyed Assets, listed below, is accurate.

TOTAL VALUE OF CONVEYED ASSETS: \$ _____

CERTIFIED BY:

1. Contractor Company: _____
(Print Name)

Authorized Representative: _____ Date: _____
(Signature)

Print Name: _____ Title: _____

2. Developer: _____
(Print Name)

Authorized Representative: _____ Date: _____
(Signature)

Print Name: _____ Title: _____

3. Engineer of Record: _____
(Print Name)

I further certify that all facilities to be conveyed meet the applicable standards of the Florida Department of Environmental Protection (FDEP). True and accurate copies of the FDEP permit application, permit and letter of release (if applicable) are attached to this Certification.

Authorized Representative: _____ Date: _____
(Signature)

Print Name: _____ Title: _____

4. City Department of Engineering Services

Authorized Representative: _____ Date: _____
(Signature)

Print Name: _____ Title: _____

INSTRUCTIONS FOR COMPLETING FORMS
EXHIBIT "A", EXHIBIT "B" AND THE APPROVAL SHEET.

EXHIBIT "A" – Potable Water System

This form is used to convey to the City of West Palm Beach any and all portions of a potable water system and facilities. The water system shall include all water mains and appurtenances, from the point of connection to our system, to the water meter.

On the header of Exhibit "A" fill in all of the blanks starting with the project name, the phase of the project (if applicable), and the parcel and plat numbers. The project number to be used will be the one supplied by the City of West Palm Beach Engineering Services Department. This number can be supplied to you by calling (561) 494-1040.

Please note, the cost of installation of the potable water facilities must cover all costs. Some of the costs to be listed include the cost of design, inspection, permitting, testing and other items associated with the construction of the facilities.

The potable water items and materials to be conveyed must be listed under the appropriate account, for City purposes. This information should be supplied by the engineer of record for the project. Only materials included within the account descriptions, as detailed below, shall be listed on the Exhibit. Listed below is a description of each account and the items and materials included under that account.

Fire Hydrant Assemblies: Total cost of material and labor to install all City owned pipe, fittings, valves, hydrants and appurtenances such as restrained joint materials. Cost and items shall be listed per each 6" hydrant assembly and any costs to complete work such as street repairs to existing roadways.

Water Services (5/8 to 10" meters): List all of the following size services separately:
1-inch services are capable of having 5/8-inch, 3/4-inch and 1-inch meters set on them.
2-inch services are capable of having 1-1/2-inch, 2-inch meters set on them.
4-inch services are capable of having 3-inch & 4-inch meters set on them.
6-inch, 8-inch and 10-inch services must have the same size meter set on them.

List total cost of material and labor to install all City owned service piping, including taps, angle valves, and appurtenances such as meter boxes for 2-inch services and all materials used for larger services as listed and described under "Potable Water System". Cost and items shall be listed per each Service, either 1-inch, 2-inch, 4-inch, 6-inch, 8-inch and/or 10-inch and any costs to complete work such as street repairs to existing roadways.

Private Fire Line Services (PFL): Lines installed for building fire systems (sprinklers) and private on site hydrants. Total cost of material and labor to install all City owned pipe, fittings, valves, and appurtenances such as restrained joint materials. Cost and items shall be listed per each size and any costs to complete work such as street repairs to existing roadways.

Remember to complete the bottom section that reads "** AS SHOWN ON RECORD DRAWING NO.(s)_____, PROJECT NO._____, DATED_____, PREPARED BY:_____, PROJECT ENGINEERS.

EXHIBIT "A" can be supplied, upon request, on disk in Microsoft Word. For a copy of the forms on paper or disc, please contact our office at (561) 494-1040, between the hours of 8:00 a.m.. and 4:30 p.m. This document has been created in electronic format so that each of the lists are tables that are expandable to include additional items under each account.

If a large portion of the work is taking place "off-site" then use a separate form "EXHIBIT A" for the

material totals used. Some of the “off-site” costs may be reimbursable to the original developer if, within ten years any other “user” ties into the “off-site” portion of the work. A separate agreement would need to be negotiated with the City.

EXHIBIT “B” – Sanitary Sewer System

This form is used to convey to the City of West Palm Beach any and all portions of a sanitary sewer system and facilities. The sanitary system shall include all sanitary mains and appurtenances, from the point of connection at the clean-out to our existing system.

On the header of Exhibit “A” fill in all of the blanks starting with the project name, the phase of the project (if applicable), and the parcel and plat numbers. The project number to be used will be the one supplied by the City of West Palm Beach Engineering Services Department. This number can be supplied to you by calling (561) 494-1040.

Please note, the cost of installation of the sanitary sewer facilities must cover all costs. Cost shall include design, permitting and testing costs of connection from the City’s existing system to the end of the installed facilities, and the total cost of material and labor to install all pipe (by size and length), valves, tapping sleeves and valves, permanent sample points and blow-offs, fittings, and any costs to complete work such as street repairs to existing roadways. Only include costs for roadways or access drives that have to be built for access to the City utilities.

The sanitary sewer items and materials to be conveyed must be listed under the appropriate account, for City purposes. This information should be supplied by the engineer of record for the project. Only materials included within the account descriptions, as detailed below, shall be listed on the Exhibit. Listed below is a description of each account and the items and materials included under that account.

Gravity Mains and Laterals: Cost shall include design, permitting and testing costs of total system, and the total cost of material and labor to install all City-owned pipe (by size, length and depth “cut”). Lateral costs shall include the “wyes”, fittings, clean-out and pipe (6-inch) used, and any costs to complete work such as street repairs to existing roadways. Only include costs for roadways or access drives that have to be built for access to the City utilities.

Sanitary Sewer Manholes: Total cost of material and labor to install all City owned manholes, by type (drop, eccentric, etc.), diameter (4-foot, 5-foot, 6-foot), and depth “cut”. Costs shall include painting of the exterior and interior of the manholes, brick used to raise it to finished grade and the castings (ring and cover), and any costs to complete work such as street repairs to existing roadways. Only include costs for roadways or access drives that have to be built for access to the City utilities.

Sanitary Sewer Force Mains: Cost shall include design, permitting and testing costs of total system from the lift station site to the Cities existing facilities, and the total cost of material and labor to install all City owned pipe (by size and length), valves, tapping sleeves and valves, permanent sample points and blow-offs, fittings, and any costs to complete work such as street repairs to existing roadways. Only include costs for roadways or access drives that have to be built for access to the City utilities.

Lift Station(s): Cost shall include design, permitting and testing costs and the total cost of material and labor to install the station. Costs that need to be part of the complete station include FP&L service, fencing, irrigation, landscaping, wetwell, all pipe valves and fittings up to the fence or easement line.

Remember to complete the bottom section that reads “* AS SHOWN ON RECORD DRAWING NO.(s)_____, PROJECT NO._____, DATED_____, PREPARED BY:_____, PROJECT ENGINEERS.

EXHIBIT “B” can be supplied, upon request, on disk in Microsoft Word. For a copy of the forms on paper or disc, please contact our office at (561) 494-1040, between the hours of 8:00 a.m.. and 4:30 p.m. This document has been created in electronic format so that each of the lists are tables that are expandable to include additional items under each account.

If a large portion of the work is taking place “off-site” then use a separate form “EXHIBIT A” for the material totals used. Some of the “off-site” costs may be reimbursable to the original developer if, within ten years any other “user” ties into the “off-site” portion of the work. A separate agreement would need to be negotiated with the City.

APPROVAL SHEET FOR EXHIBIT “A” AND/OR “B”

The line “TOTAL VALUE OF CONVEYED ASSETS” must include the total of all items for potable water and or sanitary sewer facilities to be turned over to the City as listed in Exhibit “A” and/or Exhibit “B”. This sheet is to insure that the information is certified by all parties. The Engineer of Record must attach the FDEP permit application, permit and letter of release (if applicable). If additional signature lines are required they can be added to the form as needed.

AFFIDAVIT OF PROPERTY OWNER

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

I, (Name) _____, upon my oath, depose and state as follows:

1. I am the (position title) _____ of (firm name) _____, the ("Property Owner") and I am authorized to make this Affidavit on behalf of the Property Owner.
2. The Property Owner is the owner of the real property upon which the Project named _____, is constructed within the City of West Palm Beach.
3. To the best of my knowledge and belief, all labor and materials furnished and used in connection with the construction of the improvements for the Project were installed within the dedicated roadways and utility easements depicted on the recorded plats for the Project.
4. To the best of my knowledge and belief, there are no unpaid bills for labor performed or materials furnished for the construction of the Project.
5. To the best of my knowledge and belief, there is no person, firm or corporation who has or claims to have any lien for labor performed or materials furnished for the Project.
6. I make this Affidavit to induce the City of West Palm Beach to accept a Bill of Sale for said potable water and/or sanitary sewer facilities.

AFFIANT FURTHER SAYETH NAUGHT.

(Signature)

NOTARY CERTIFICATE

_____ personally appeared before me this _____ day of _____, 20____, and acknowledged before me that he/she executed the foregoing Affidavit under oath. I relied upon the following form of identification:

- G personally known to me;
- G produced drivers license _____
- G other (describe) _____

Notary Public Signature

Printed or Stamped Name of Notary
My Commission Expires: _____

AFFIDAVIT OF GENERAL CONTRACTOR

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

I, (Name) _____, upon my oath, depose and state as follows:

1. I am the (position title) _____ of (firm name) _____, the General Contractor for the construction of the improvements for the Project named _____, constructed in the City of West Palm Beach ("General Contractor") and I am authorized to make this Affidavit on behalf of the General Contractor.
2. To the best of my knowledge and belief, all labor and materials furnished and used in connection with the construction of the improvements for the Project were installed within the dedicated roadways and utility easements depicted on the recorded plats for the Project.
3. To the best of my knowledge and belief, there are no unpaid bills for labor performed or materials furnished for the construction of the Project.
4. To the best of my knowledge and belief, there is no person, firm or corporation who has or claims to have any lien for labor performed or materials furnished for the Project.
5. I make this Affidavit to induce the City of West Palm Beach to accept a Bill of Sale for said potable water and/or sanitary sewer facilities.

AFFIANT FURTHER SAYETH NAUGHT.

(Signature)

NOTARY CERTIFICATE

_____ personally appeared before me this _____ day of _____, 20____, and acknowledged before me that he/she executed the foregoing Affidavit under oath. I relied upon the following form of identification:

- G personally known to me;
- G produced drivers license _____
- G other (describe) _____

Notary Public Signature

Printed or Stamped Name of Notary
My Commission Expires: _____

AFFIDAVIT OF SUB-CONTRACTOR

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

I, (Name) _____, upon my oath, depose and state as follows:

1. I am the (position title) _____ of (firm name) _____, a sub-contractor for the construction of the improvements for the Project named _____, constructed in the City of West Palm Beach ("Sub-Contractor") and I am authorized to make this Affidavit on behalf of the Sub-Contractor.
2. To the best of my knowledge and belief, all labor and materials furnished and used in connection with the construction of the improvements for the Project were installed within the dedicated roadways and utility easements depicted on the recorded plats for the Project.
3. To the best of my knowledge and belief, there are no unpaid bills for labor performed or materials furnished for the construction of the Project.
4. To the best of my knowledge and belief, there is no person, firm or corporation who has or claims to have any lien for labor performed or materials furnished for the Project.
5. I make this Affidavit to induce the City of West Palm Beach to accept a Bill of Sale for said potable water and/or sanitary sewer facilities.

AFFIANT FURTHER SAYETH NAUGHT.

(Signature)

NOTARY CERTIFICATE

_____ personally appeared before me this _____ day of _____, 20____, and acknowledged before me that he/she executed the foregoing Affidavit under oath. I relied upon the following form of identification:

- G personally known to me;
- G produced drivers license _____
- G other (describe) _____

Notary Public Signature

Printed or Stamped Name of Notary
My Commission Expires: _____

PARTIAL RELEASE OF LIEN

The undersigned Contractor/Sub-Contractor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned, the receipt of which is acknowledged, waives, releases, remises and relinquishes the undersigned's right to claim, demand or impose a lien or liens for work done or materials furnished, or any other kind of lien whatsoever, for the Project named _____ located on the following-described real property in the City of West Palm Beach in Palm Beach County, Florida:

[insert legal description]

This Partial Release of Lien by the undersigned shall not operate to release any lien of the undersigned for labor, services and materials to be furnished after this date, and is given in accordance with F.S. 713.06(3)(c)(2).

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

NOTARY CERTIFICATE

(Name) _____, the (Title) _____ of
(Firm) _____ personally appeared before me this _____ day
of _____, 20____, and acknowledged before me that he/she executed the
foregoing Partial Release of Lien. I relied upon the following form of identification:

- G personally known to me;
- G produced drivers license _____
- G other (describe) _____

Notary Public Signature

Printed or Stamped Name of Notary
My Commission Expires: _____

RECORD & RETURN TO:
and Prepared by

Vincent J. Noel, PSM
City of West Palm Beach
1000 45th Street, Suite 15
West Palm Beach, FL 33407

Parcel No. _____

UTILITY EASEMENT & COVENANT

THIS UTILITY EASEMENT is made and entered into this _____ day of _____, 20____, between _____, having an address at _____ (“Grantor”) and the CITY OF WEST PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose address P.O. Box 3366, West Palm Beach, Florida 33402-3366 (“Grantee”).

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its agents, successors and assigns, subject to the terms and conditions hereinafter provided, a perpetual easement for utility purposes, including, but not limited to water, sewer, cable, electric transmission and gas, in, on, over, under and across that certain parcel of real property owned by the Grantor which is described in Exhibit “A” attached hereto (“Easement Property”) and incorporated herein.

The Grantor represents and warrants to the Grantee that Grantor is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property free and clear of all mortgages, liens, judgments and other encumbrances, except this easement, and that it has good and lawful right to grant this easement. The Grantor hereby grants this easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the Grantee, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party’s successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, tie-in, remove, relocate, repair, replace and improve such utilities. The Grantor shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the Grantee under this Easement.

The Grantee shall restore the surface of the Easement Property after any excavation of the Easement Property and shall keep the Easement Property free from trash, debris and safety hazards following any repair or maintenance of the utilities; provided; however, that the foregoing shall not impose any obligation on Grantee to maintain the Easement Property. The Grantee shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees,

undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the Grantee's use of the Easement Property as permitted hereby. The Grantee shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

Grantor hereby places the following covenant running with the land upon the parcel or parcels of real property upon which the Easement Property is located: Grantee, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the parcels or parcels upon which this Utility Easement is located. Any water well or water source used solely for supplying irrigation for the parcel or parcels are excluded from this restriction.

This Easement shall continue unless or until Grantee terminates its rights herein provided by written notice to the Grantor, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the Grantee, its successors and assigns the exclusive right to use the Easement Property below its surface.

This Easement shall run with the land and shall be binding upon the Grantor, all parties entitled to use or possession of the Easement Property by or through the Grantor, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

GRANTOR:

WITNESSES:

By: _____

Print Name: _____

Title: _____

Witness Signature

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

NOTARY CERTIFICATE

(Name) _____, the (Title) _____ of

(Grantor) _____ personally appeared before me this

day of _____, 20___, and acknowledged before me that he/she executed the

foregoing Utility Easement & Covenant. I relied upon the following form of identification:

G personally known to me;

G produced drivers license _____

G other (describe) _____

Notary Public Signature

Printed or Stamped Name of Notary"

My Commission Expires: _____

GRANTEE:

CITY OF WEST PALM BEACH

ATTEST:

By: _____

Keith A. James, Mayor

City Clerk

Public Utilities Approval

By: _____

Date: _____

CITY ATTORNEY'S OFFICE

Approved as to form and legal

sufficiency

By: _____

Date: _____

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

The foregoing Utility Easement & Covenant was acknowledged before me this ____ day of _____, 20____, by Keith A. James, Mayor, and Hazeline F. Carson, City Clerk, of the City of West Palm Beach, who are personally known to me.

Notary Public Signature

Printed or Stamped Name of Notary

My Commission Expires: _____

JOINDER AND CONSENT OF MORTGAGEE / LIEN HOLDER
TO UTILITY EASEMENT

The undersigned Mortgagee / Lien Holder, hereby joins in and consents to the foregoing Utility Easement & Covenant across the lands therein described and agrees that its mortgage / lien, which is recorded in Official Record Book _____, Page _____ of the Public Records of Palm Beach County, Florida, shall be subordinate to said Utility Easement & Covenant.

IN WITNESS WHEREOF, the Mortgagee / Lien Holder has caused this Joinder and Consent to be executed by its duly authorized officer this _____ day of _____, 20____.

MORTGAGEE / LIEN HOLDER:

WITNESSES:

By: _____

Print Name: _____

Title: _____

Witness Signature

Printed Name

Witness Signature

Printed Name

STATE OF _____ } SS:
COUNTY OF _____ }

(Name) _____, the (Title) _____ of
(Mortgagee) _____ personally appeared before me this
day of _____, 20____, and acknowledged before me that he/she executed the
foregoing Joinder and Consent of Mortgagee to Utility Easement. I relied upon the following form
of identification:

- G personally known to me;
- G produced drivers license _____
- G other (describe) _____

Notary Public Signature

Printed or Stamped Name of Notary
My Commission Expires: _____