

3H-11

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: an Easement Agreement from the Village of Wellington for the expansion of the County's Wellington Library.

**Summary:** The County is in the process of constructing the expansion of the Wellington Library at the northwest corner of Royal Fern Drive and Forest Hill Boulevard. The County is required to construct a landscape berm and transition slope between the Library property and the adjacent property owned by the Village of Wellington. This easement is necessary to enable the County to construct the landscape berm. The easement area is 15 feet wide, approximately 501.21 feet in length, and contains 7,416 square feet (.17 acres). The Village will grant the easement at no charge. The Easement Agreement will be presented to the Village Council for approval on December 12, 2006. (PREM) District 6 (HJF)

**Background and Justification:** On February 24, 2004, the Board approved the Interlocal Agreement for the expansion of the Wellington Library. The County closed on the acquisition of an additional 1.36 acres from the Village on December 8, 2004. Construction is currently in process and this Easement Agreement will provide for the County's construction and maintenance of the landscape berm and transition slope from the Library's new parking lot along the northern boundary of the County's property to the lower elevation of the Village's adjacent property. Construction of the Library expansion is anticipated to be completed in February 2007.

**Attachments:**

1. Location Map
2. Easement Agreement

Recommended By: Anthony Wolf 10/30/06  
Department Director Date

Approved By: Robert Weisman 11/8/06  
County Administrator Date

## 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>0</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 \_\_\_\_\_

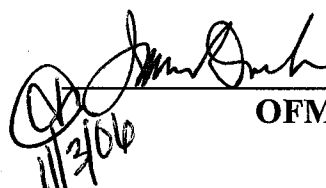
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

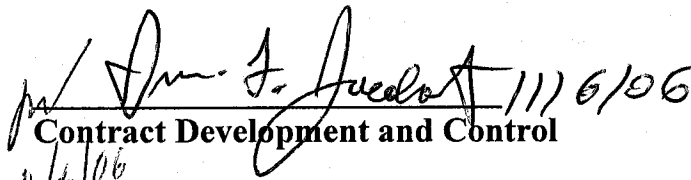
No Fiscal Impact

### C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development Comments:

 11-3-06  
OFMB

 11/6/06  
Contract Development and Control

### B. Legal Sufficiency:

 11/7/06  
Assistant County Attorney

This item complies with current  
County policies.

At the time of CDE's  
review, the Easement was  
not executed.

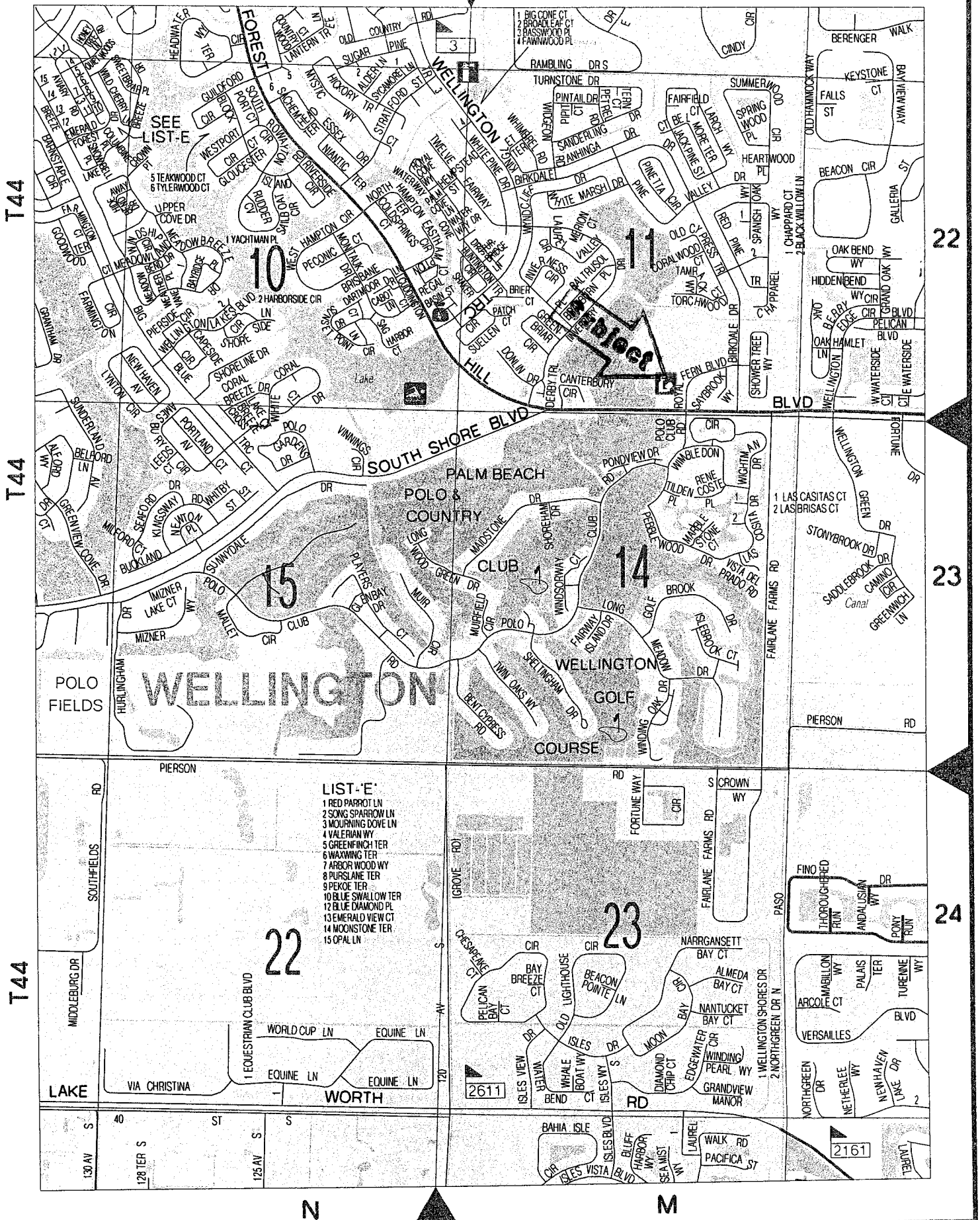
### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

N

M



LOCATION MAP

ATTACHMENT #1

This Instrument prepared by  
and return to after recording:  
Robert A. Rosillo, Esq.  
Village of Wellington Legal Department  
14000 Greenbriar Boulevard  
Wellington, Florida 33414

PCN: 73-41-44-11-18-002-0000

### EASEMENT AGREEMENT

This Easement Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Village of Wellington, a municipal corporation, whose address is 14000 Greenbriar Boulevard, Wellington, Florida 33414 (hereinafter referred to as "Grantor") and Palm Beach County, a political subdivision of the State of Florida, whose address is Governmental Center, 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter referred to as "Grantee").

WHEREAS, the Grantee intends to develop a parking lot for the expansion of the Palm Beach County library located at 1951 Royal Fern Drive. The parking lot parcel is County property and is legally described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as "County Property"); and

WHEREAS, Grantor is the fee simple owner of lands abutting the north side of the County Property and is legally described in Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter referred to as "Village Property"); and

WHEREAS, in order that County Property may conform, tie in and harmonize with the Village Property, it will be necessary to slope, grade and sod a portion of the Village Property; and

WHEREAS, Grantor is desirous of granting a non-exclusive easement on the Village Property; and

WHEREAS, Grantee is desirous of obtaining said easement and maintaining the easement premises as hereinafter defined; and

WHEREAS, the parties hereto are desirous of memorializing the terms of this Easement Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

**ATTACHMENT # 2**

2. Grantor grants to Grantee a non-exclusive perpetual easement in favor of Grantee to slope, grade and for the placement and maintenance of sod on the property more particularly described on Exhibit "C" attached hereto and by the reference incorporated herein (hereinafter referred to as the "Easement Premises"). The easement granted herein shall run with the land and be binding upon Grantor, its successors, and assigns forever. Grantor hereby covenants, warrants, and represents that it is lawfully seized of the Easement Premises in fee simple; that the Easement Premises is free and clear of all encumbrances; that Grantor has good right and lawful authority to convey this easement; and Grantor fully warrants and defends the title to the Easement Premises hereby conveyed against the lawful claims of all persons whomsoever. Regardless of the foregoing, the parties hereto, however, recognize that this easement is non-exclusive.
3. The Grantee or its successors and/or assigns agrees to maintain at its sole cost and expense the Easement Premises at all times during the term hereof in accordance with the Grantee's usual and customary standard of maintenance of its facilities and property.
4. This Easement Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Easement Agreement, venue shall lie in Palm Beach County, Florida.
5. This Easement Agreement is binding upon the parties hereto, their successors and assigns.
6. This Easement Agreement shall not be construed against the party who drafted the same as all parties to this Easement Agreement have participated in the drafting of this Easement Agreement.
7. Nothing herein shall relieve the Grantor of all obligations as the fee simple titleholder to the Village Property.
8. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Grantee shall indemnify, defend and hold harmless against any actions, claims or damages arising out of Grantee's negligence in connection with its use of the Easement Premises, and Grantor shall indemnify, defend and hold harmless Grantee against any actions, claims, or damages arising out of Grantor's negligence in connection with the Easement Premises. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their authorized hands and seals on the date set forth hereinabove.

WITNESSES:

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

ATTESTS:

By: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Village Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that before me personally appeared Thomas M. Wenham as Mayor for Village of Wellington, a municipal corporation existing under the laws of the State of Florida, and is duly authorized by Resolution 2006-\_\_\_\_\_ to act on its behalf and is personally known to me and who did take the oath, and who is known to me to be the individual described in and who executed the foregoing Easement Agreement, and acknowledged before that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2006.

(Seal)

Notary Public  
Name of Notary Public:

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**GRANTEE:**

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

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

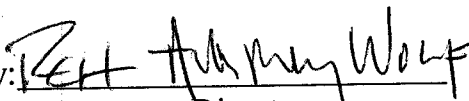
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

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

By:   
Department Director

G:\JBolton\Wellington Library\Easement for Parking Expansion hf approved.doc

**EXHIBIT "A"**

**COUNTY PROPERTY**

**TRACTS "C" AND "F" OF BIRKDALE CIVIC SITE REPLAT NO. ONE,  
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN  
PLAT BOOK 100, PAGE 130, OF THE PUBLIC RECORDS OF PALM  
BEACH COUNTY, FLORIDA.**

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**EXHIBIT "B"**

**VILLAGE PROPERTY**

**TRACT "B", OF BIRKDALE CIVIC SITE REPLAT NO. ONE, AS  
RECORDED IN PLAT BOOK 100, PAGE 130, OF THE PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA.**

EXHIBIT "C" EASEMENT PREMISES  
15' EASEMENT  
WELLINGTON BRANCH LIBRARY

A STRIP OF LAND 15.00 FEET IN WIDTH FOR EASEMENT PURPOSES BEING A PORTION OF TRACT "B" BIRKDALE CIVIC SITE REPLAT NO. ONE, AS RECORDED IN PLAT BOOK 100, PAGE 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN THE SECTION 11, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15.00 FEET OF TRACT "B" LYING ADJACENT TO THE NORTH LINE OF TRACT "C" AS SHOWN ON SAID PLAT OF BIRKDALE CIVIC SITE REPLAT NO. ONE AS RECORDED IN PLAT BOOK 100, PAGE 130, OF SAID PUBLIC RECORDS, LESS THE WEST 20.00 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT "B" AND LESS THE EAST 5.00 FEET THEREOF AS MEASURED CONCENTRIC WITH THE EAST LINE OF SAID TRACT "B".

SAID EASEMENT CONTAINING 7,416 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON AN ASSUMED BEARING OF NORTH 17°41'28" WEST ALONG THE WEST LINE OF TRACT "B" BIRKDALE CIVIC SITE REPLAT NO. ONE, AS RECORDED IN PLAT BOOK 100, PAGE 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.  
THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 N. JOG ROAD, 3RD FLOOR, WEST PALM BEACH, FLORIDA 33411-2745.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS 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.


  
GLENN W. MARK, P.L.S.  
FLORIDA CERTIFICATE # 5304

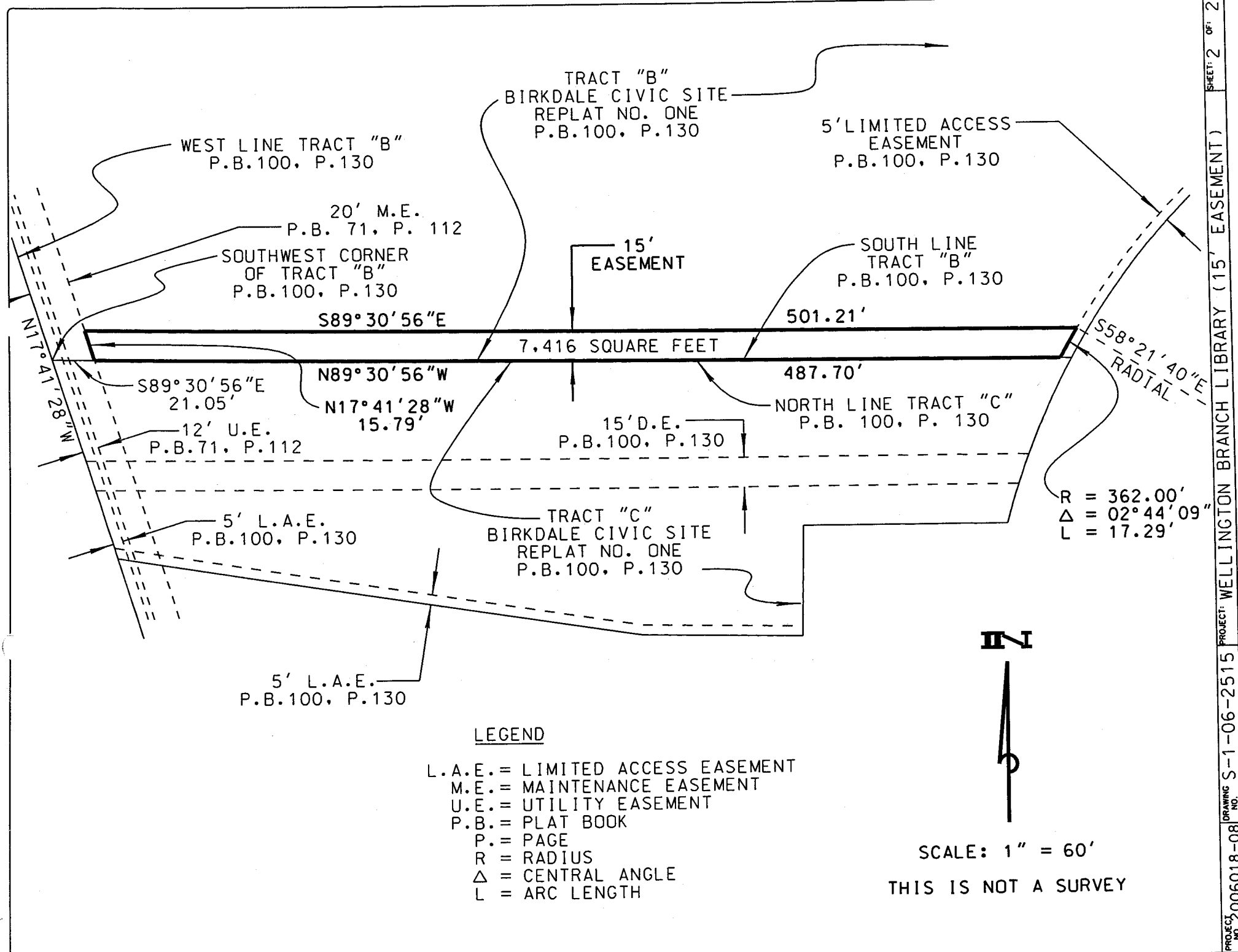
6/29/06  
DATE

PROJECT NO.  
2006018-08  
SHEET:  
OF: 2  
1

PROJECT: <b>WELLINGTON BRANCH LIBRARY (15' EASEMENT)</b>	
DESIGN FILE NAME S-1-06-2515.DGN	DRAWING NO. S-1-06-2515

DATE 6/27/06	CHECKED W.C.E.	DRAWN E.A.D.	APPROVED G.W.M.	SCALE 1" = 60'	NO.	REVISION	BY	DATE
FIELD BOOK NO. N/A								

	<b>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS</b>
	<b>ENGINEERING SERVICES</b>
	160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406



LEGEND

L.A.E. = LIMITED ACCESS EASEMENT  
M.E. = MAINTENANCE EASEMENT  
U.E. = UTILITY EASEMENT  
P.B. = PLAT BOOK  
P. = PAGE  
R = RADIUS  
Δ = CENTRAL ANGLE  
L = ARC LENGTH



SCALE: 1" = 60'

THIS IS NOT A SURVEY