LUD ON

6 - 2-1

Agenda Item # : PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

ADD ON

Meeting Date: January 9, 2007	[] Consent [] Workshop	[x] Regular [] Public Hearing
Donartmont		

uepartment:

Submitted By: Engineering and Public Works Submitted For: Right-of-Way Acquisition Section

Project No. 2007600

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The grant of a utility easement within County owned right-of-way; from Palm Beach County to the Florida Power and Light Company (FPL) enlarging a segment of a current FPL easement on Central Boulevard.

Summary: This action will approve a grant of utility easement rights within county owned right-of-way on Central Boulevard to enlarge a utility easement currently held by FPL. This action is necessary to accommodate the construction of a Scripps Research Institute (SCRIPPS) structure on the Florida Atlantic University (FAU) north campus.

District: 1(PK)

Background and Justification: FPL has been requested by the County to relocate its transmission line through the FAU campus in the Abcoa subdivision to accommodate the construction of a SCRIPPS campus. The easement currently held by FPL lies within the Central Boulevard county owned right-of-way and must be enlarged within the same Central Boulevard right-of-way to include a different location. The easement, to be given by the County, conveys the same rights to FPL as were granted in the original easement. Approval of this action is in the best interest of the residents of Palm Beach County.

Attachments:

1. Location Map

2. Utility Easement from Palm Beach County to FPL with Exhibit "A"

Recommended by	:		
	Division Director	· · · · · · · · · · · · · · · · · · ·	Date
Approved by:	3+C-	for	14/07
	County Engineer		Date

N:\R O W\Richard\FPL EASE ABCOA SCRIPPS 01-09-07\BD ACT PBC GRANT OF UTIL EASE TO FPL FOR RELOC 01-09-06 A.doc

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$ -0-</u>	-0	0-		-0-
Operating Costs	-0-	-0-	-0-	0	<u>-0-</u>
External Revenues	-0-	-0-	-0-		-0-
Program Income (County)	-0-	-0-	0-	0_	-0-
In-Kind Match (County)	-0-	-0-	-0-	0	<u>-0-</u>
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget Acct No.: Fund Prog	Dept	Yes Unit Ob	oject	No <u>.</u>	

B. Recommended Sources of Funds/Summary of Fiscal Impact: This item has no fiscal impact.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

2

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

OFME

Β. Approved as to Form and Legal Sufficiency:

α Assistant County Attorney

C. Other Department Review:

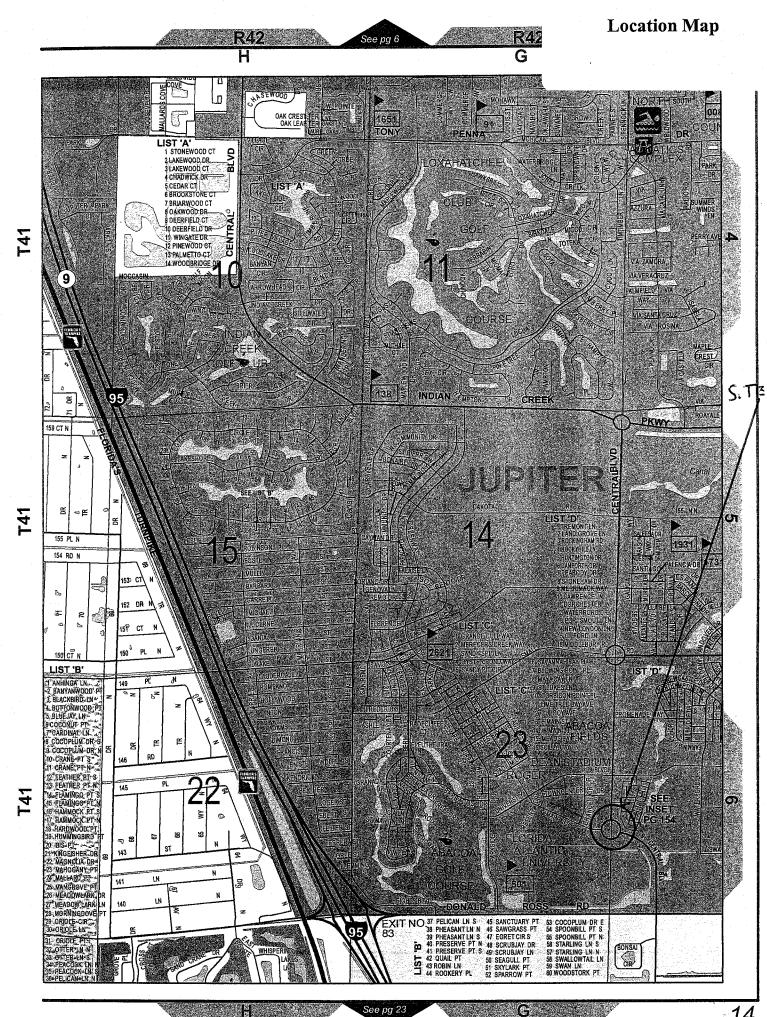
Department Director

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

I:\WP\AgendaPage2\Agnpgtwo2007\No Impact

107 Contract Dev / and Contro

This item complies with current County policies.



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RECORD & RETURN TO:

NAME: ADDRESS: PALM BEACH COUNTY R/W ACQUISITION SECTION POST OFFICE BOX 21229 WEST PALM BEACH, FL 33416 ATTN: ACCT. NO.: 1010 W/C BOX 1066

UTILITY EASEMENT

THIS EASEMENT is granted this ______ day of ______, 2007 between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, whose legal mailing address is P.O. Box 21229, West Palm Beach, Florida 33416-1229 ("Grantor") and FLORIDA POWER AND LIGHT COMPANY, a Florida corporation, its licensees, agents, successors and assigns, whose legal mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408-2683 ("Grantee").

WITNESSETH:

That Grantor, in consideration of the sum of **TEN DOLLARS** (\$10.00) and other valuable considerations, in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its licensees, agents, successors and assigns, a perpetual non-exclusive easement for the construction, operation and maintenance of overhead and underground electric utility facilities, including wires, guys, cables, conduits and appurtenant equipment, (collectively "**Facilities**") to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of and remove such facilities or any of them within the easement granted herein, under and across the following described real property (the "**Easement Area**") situate, lying and being in the County of Palm Beach, State of Florida and more particularly described and depicted on **Exhibit** "A" attached hereto and made a part hereof;

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right to ingress and egress to the Easement Area at all times; the right to clear the Easement Area and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of the communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across roads, streets or highways adjoining or through the Easement Area.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

Attachment 2 Utility Easement Page 1 of 3

Attachment 2 Utility Easement Page 2 of 3

- 1. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Area.
- 2. Grantee hereby expressly agrees that in the event that Grantee ceases to use the Easement Area for the purpose herein expressed, the easement granted hereby shall become null and void, and all the right, title and interest in and to the Easement Area shall revert to Grantor.
- 3. Grantee further expressly agrees to maintain in good condition and repair, as its sole cost and expense, its Facilities within the Easement Area at all times during the term hereof.
- 4. The granting of this easement shall in no way interfere with or restrict the rights and interests of Grantor in its use and maintenance of the right-of-way in the Easement Area to the extent that such does not interfere with the rights granted herein.
- 5. This easement is granted subject to the requirement that all structures, construction, maintenance, work or other activities shall be performed by Grantee in accordance with and conform to all applicable federal, state, local; statute, laws, ordinances, rules and regulations. Grantee shall assume all responsibility for complying with applicable Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook").

IN WITNESS WHEREOF Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairperson of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller COMMISSIONERS

BY:

Clerk (or Deputy Clerk)

APPROVED TO FORM AND LEGAL SUFFICIENCY

County Attorney BY:

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY

BY:

Chairman or Vice Chairperson

This instrument prepared by: Paul King, Assistant County Attorney Palm Beach County P.O. Box 21229 West Palm Beach, FL 33416

Attachment 2 Utility Easement Page 3 of 3

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ______ day of ______, 2007 by ______ Chairman or Vice Chairperson, Board of County Commissioners, who ______ is personally known to me or who has produced _______ as identification and who did not take an oath.

Typed name of Acknowledger Deputy Clerk

Exhibit "A" Page 1 of 9

DESCRIPTION & SKETCH PREPARED FOR: T.S.R.I.

FLORIDA POWER & LIGHT COMPANY EASEMENT

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT B OF ABACOA PLAT No. 1, RECORDED IN PLAT BOOK 78, PAGES 145 THROUGH 163, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARILY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 41 SOUTH, RANGE 42 EAST; THENCE NORTH 01'23'13" EAST ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 75.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS SHOWN ON SAID PLAT, THENCE CONTINUE NORTH NORTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS SHOWN ON SAID PLAT, THENCE CONTINUE NORTH 01'23'13" EAST ALONG THE SAID WEST LINE OF SECTION 24 A DISTANCE OF 294.65 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SCRIPPS PHASE 1 AT FAU, JUPITER, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1012.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 36'03'15" WEST; THENCE NORTHEASTERLY ALONG SAID EAST BOUNDARY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06'14'36" A DISTANCE OF 110.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 812.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 43'51'11" WEST; THENCE NORTHEASTERLY, CONTINUING ALONG THE SAID EAST BOUNDARY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22'46'54" A DISTANCE OF 322.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST,

SURVEYOR'S NOTES:

~LEGAL DESCRIPTION CONTINUED ON NEXT PAGE~

- THIS SKETCH AND DESCRIPTION IS NOT A SURVEY. 1.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC. 2.
- THE DESCRIPTION AND SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF CHAPTER 61G17–6 MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, 3
- THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. 4.
- THE WEST LINE OF SECTION 24, TOWNSHIP 41 SOUTH, RANGE 42 EAST IS ASSUMED TO BEAR NORTH 01'23'13" EAST AS SHOWN ON ABACOA PLAT NO. 1, RECORDED IN PLAT BOOK 78, PAGES 145 THROUGH 163 AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATED THERETO. 5.
- THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC. 6.
- DATE OF LEGAL DESCRIPTION: 10-03-06 7.

KESHAWARZ & ASSOCIATES, INC

Of Bry SCOTT F. BRYSON PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATE No.: 5991 <u>LEGEND</u>

C/L LB PB PG POD POT ROW UE LAE A R L C B	= CENTERLINE = LICENSED BUSINESS = LICENSED SURVEYOR = OFFICIAL RECORD BOOK = PAGE = POINT OF BEGINNING = POINT OF COMMENCEMENT = POINT OF TERMINUS = RIGHT-OF-WAY = UTILITY EASEMENT = LIMITED ACCESS EASEMENT = DELTA ANGLE = RADIUS = ARC LENGTH = CHORD LENGTH = CHORD BEARING
	SCALE: N/A

Keshavarz & Associates, Inc. CONSULTING ENGINEERS - SURVEYORS 711 N. Dixie Highway, Suite 201 West Palm Beach, Florida 33401	PROJ.: 06-013 OFFICE: RDD3	REVISIONS: ADDED NOTE 5 S.F.B. 12-11-06	SCALE: N/A DWG. No: H06–013H	
Tel: (561) 689-8600 Par: (561) 689-7476 LB 4897	CHK: S.F.B.	DATE: 12/11/06	SHEET 1 OF 9	

Fulin- "A"

Date: Dec. 11, 2006 - Z.:2005.06-013 Scripps_dwg:06-013 Essement & FPL Central Brid.dwg

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Exhibit "A" Page 2 of 9

DESCRIPTION & SKETCH PREPARED FOR: T.S.R.I. FLORIDA POWER & LIGHT COMPANY EASEMENT

~LEGAL DESCRIPTION CONTINUED FROM PREVIOUS PAGE~

HAVING A RADIUS OF 1012.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 68°11'26" WEST; THENCE NORTHERLY, CONTINUING ALONG THE SAID EAST BOUNDARY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42'59'48" A DISTANCE OF 759.44 FEET; THENCE NORTH 63'33'43" WEST, DEPARTING SAID EAST BOUNDARY LINE, A DISTANCE OF 124.82 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SCRIPPS PHASE 1, ALSO BEING THE SOUTH LINE OF A 35 FOOT BUFFER AS SHOWN ON SAID PLAT; THENCE CONTINUE NORTH 63'33'43" WEST A DISTANCE OF 44.32 FEET TO A POINT ON THE SOUTH LINE OF TRACT B, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 63'33'43" WEST A DISTANCE OF 57.39 FEET TO A POINT ON THE EAST LINE OF A 35 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 6873, PAGE 1317 OF THE PUBLIC RECORD OF PALM BEACH COUNTY, FLORIDA, AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING REFERENCE POINT "A"; THENCE NORTH 01'23'13" EAST, ALONG SAID EAST LINE OF SAID 35 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 220.77 FEET; THENCE SOUTH 63'33'43" EAST, DEPARTING SAID EAST LINE, A DISTANCE OF 449.26 FEET; THENCE SOUTH 09'17'43" EAST A DISTANCE OF 56.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 773.19 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 26'56'40" WEST, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID TRACT B; THENCE NORTHWESTERLY, ALONG SAID SOUTH LINE OF TRACT B AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08'54'24" A DISTANCE OF 120.19 FEET; THENCE NORTH 71'57'44" WEST CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 68.75 FEET; THENCE SOUTH 18'02'16" WEST A DISTANCE OF 150.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 26'56'40" WEST, THENCE SOUTH 18'02'16" WEST A DISTANCE OF 150.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 18'02'16" WEST, THENCE NORTH 71'57'44" WEST CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 68.75 FEET; THENCE SOUTH 18'02'16" WEST A DISTANCE OF 150.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 18'02'16" WEST, THENCE NORTHWESTERLY, CONTINUING ALONG THE SAID SOUTH LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54'59'33" A DISTANCE OF 143.97 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 230.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 36'57'17" WEST; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14'29'42" A DISTANCE OF 58.19 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 230.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 36'57'17" WEST; THENCE SOUTHWESTERLY, CONTINUING A

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A", THENCE NORTH 63'33'43" WEST A DISTANCE OF 38.63 FEET TO A POINT ON THE WEST LINE OF SAID 35 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 63'33'43" WEST A DISTANCE OF 141.44 FEET; THENCE NORTH 10'21'27' EAST A DISTANCE OF 821.73 FEET TO A POINT ON THE WEST LINE OF SAID 35 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE SOUTH 01'23'13" WEST, ALONG SAID WEST LINE, A DISTANCE OF 871.57 FEET TO THE POINT OF BEGINNING OF BEGINNING

CONTAINING IN ALL 102,323.88 SQUARE FEET OR 2.35 ACRES, MORE OR LESS.

Blvd.dwg

Central

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