

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: April 10, 2007

Consent     Regular  
 Workshop     Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

**I. EXECUTIVE BRIEF**

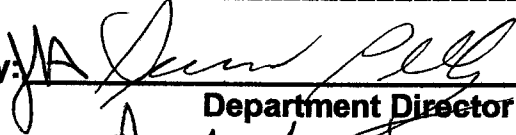

**Motion and Title:** Staff recommends motion to approve: The Utility Easement Agreement with Florida Power and Light Company (FPL) containing approximately 100 square feet located within Palm Beach International Airport (PBIA) lease parcel N-11 to provide electrical service to the irrigation pump for the Belvedere Streetscape project.

**Summary:** FPL is requesting a 10' easement to provide electrical power to the new irrigation pump for the Belvedere Streetscape project. The easement will allow electrical service to be provided over the County property. The easement will benefit the County's tenant and is therefore being provided at no cost to FPL.  
**Countywide (LMB)**

**Background and Justification:** The easement will allow electrical service to the irrigation pump for the Belvedere Streetscape project at PBIA.

**Attachments:**

- 1. Utility Easement Agreement including Legal Description of easement

Recommended By:		2-26-07
	Department Director	Date
Approved By:		2/19/07
	County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

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

There is no Fiscal Impact for this item.

C. Departmental Fiscal Review:         *CMS*        

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

<p><u>        <i>J. D. Smith</i>        </u> 3-14-07                  OFMB                  3/14/2009                  actn 3-14-07                  CN 03/13/07</p>	<p><u>        <i>John J. Jacobi</i>        </u> 3/15/07                  Contract Dev. and Control                  3/15/07</p>
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**B. Legal Sufficiency:** This item complies with current County policies.

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

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

PREPARED BY AND RETURN TO:  
Laura Beebe, Assistant County Attorney  
Palm Beach County  
Palm Beach County Department of Airports  
Building 846, PBIA  
West Palm Beach, Florida 33406-1491

Property Control Number:

### UTILITY EASEMENT

**THIS EASEMENT** is granted \_\_\_\_\_, between **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 (hereinafter "Grantor"), and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose legal mailing address is 810 Charlotte Ave., West Palm Beach, Florida 33401 (hereinafter "Grantee").

### WITNESSETH:

That Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the "Easement") for the construction, operation and maintenance of overhead and underground electric utility facilities, including transformers, wires, poles, guys, cables, conduits and appurtenant equipment (the "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 an easement upon, over and across the following described real property (the "Easement Premises") situate, lying and being in the County of Palm Beach, State of Florida to wit:

**See Legal Description/Site Sketch marked Exhibit "A"  
Attached Hereto and Made a Part Hereof.**

Together with the right of reasonable ingress and egress to the Easement Premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises, and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Premises which might interfere with or fall upon the Facilities installed within the Easement Premises.

### THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Premises.
2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor.
3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its Facilities within the Easement Premises at all times during the term hereof.
4. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.
5. Grantee acknowledges and agrees that County may require the relocation of the

Facilities installed within the Easement Premises to another location within Grantor's property. In the event that it becomes necessary for Grantee to relocate or alter the location of its Facilities at the request of Grantor, Grantor shall reimburse Grantee for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new utility easement upon the same terms and conditions of this Easement. Grantee shall promptly terminate and release this Easement upon the grant of the new utility easement provided for herein.

6. Grantee agrees for itself, its successors and assigns to restrict the height of its Facilities within the Easement Premises to a height so as to comply with 14 CFR Part 77, as now or hereafter amended. Grantee further agrees for itself, its successors and assigns to prevent any use of the Easement Premises which would interfere with the landing at or taking off from the Palm Beach International Airport; interfere with air navigation and/or communication facilities serving the Palm Beach International Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach International Airport and hereby releases Grantor from any and all liability for the same.

**IN WITNESS WHEREOF** Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

**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**

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

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

By:  \_\_\_\_\_  
Department Director

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE EASEMENT PREMISES**

10.00' FPL EASEMENT  
(P.B.I.A. LEASE PARCEL N-11)

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 88°26'29" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 79.94 FEET; THENCE SOUTH 01°33'31" WEST AT RIGHT ANGLES TO SAID SECTION LINE, DISTANCE OF 40.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BELVEDERE ROAD AS RECORDED IN ROAD BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°26'29" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 318.27 FEET; THENCE SOUTH 81°27'38" EAST ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF BELVEDERE ROAD AS SHOWN ON PALM BEACH COUNTY INTERSECTION IMPROVEMENT PLANS FOR BELVEDERE ROAD AND AUSTRALIAN AVENUE, PROJECT NO. 85068 - SHEET 5 OF 6 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER, A DISTANCE OF 246.84 FEET; THENCE SOUTH 88°26'29" EAST ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 14.78 FEET; THENCE SOUTH 01°33'31" WEST AT RIGHT ANGLE TO THE PRECEEDING COURSE, A DISTANCE OF 26.55 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 01°33'31" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°26'29" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 01°33'31" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°26'29" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT

SAID EASEMENT CONTAINS 100 SQUARE FEET MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF SOUTH 88°26'29" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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

PROJECT NO. 2007013-02	SHEET: 1 OF: 3	PROJECT:  <p style="text-align: center;"><b>10' F.P.L. EASEMENT (P.B.I.A. LEASE PARCEL N-11)</b></p>	SCALE: VARIES APPROVED: G.W.M. DRAWN: D.J.C. CHECKED: W.C.E. DATE DRAWN: 02-05-07	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 45%;">REVISION</th> <th style="width: 50%;">BY</th> <th style="width: 40%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE					 <p><b>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS</b></p> <p><b>ENGINEERING SERVICES</b></p> <p><b>2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411</b></p>
NO.	REVISION	BY	DATE										
		DESIGN FILE NAME S-1-07-2607.dgn	DRAWING NO. S-1-07-2607										

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. 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.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT - AS READJUSTED BY PALM BEACH COUNTY IN 1998

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000044878


GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

THIS IS NOT A SURVEY

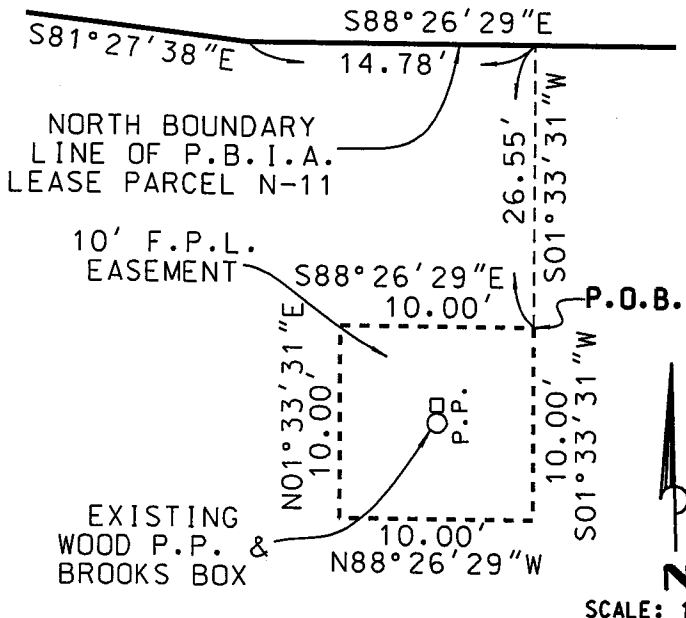
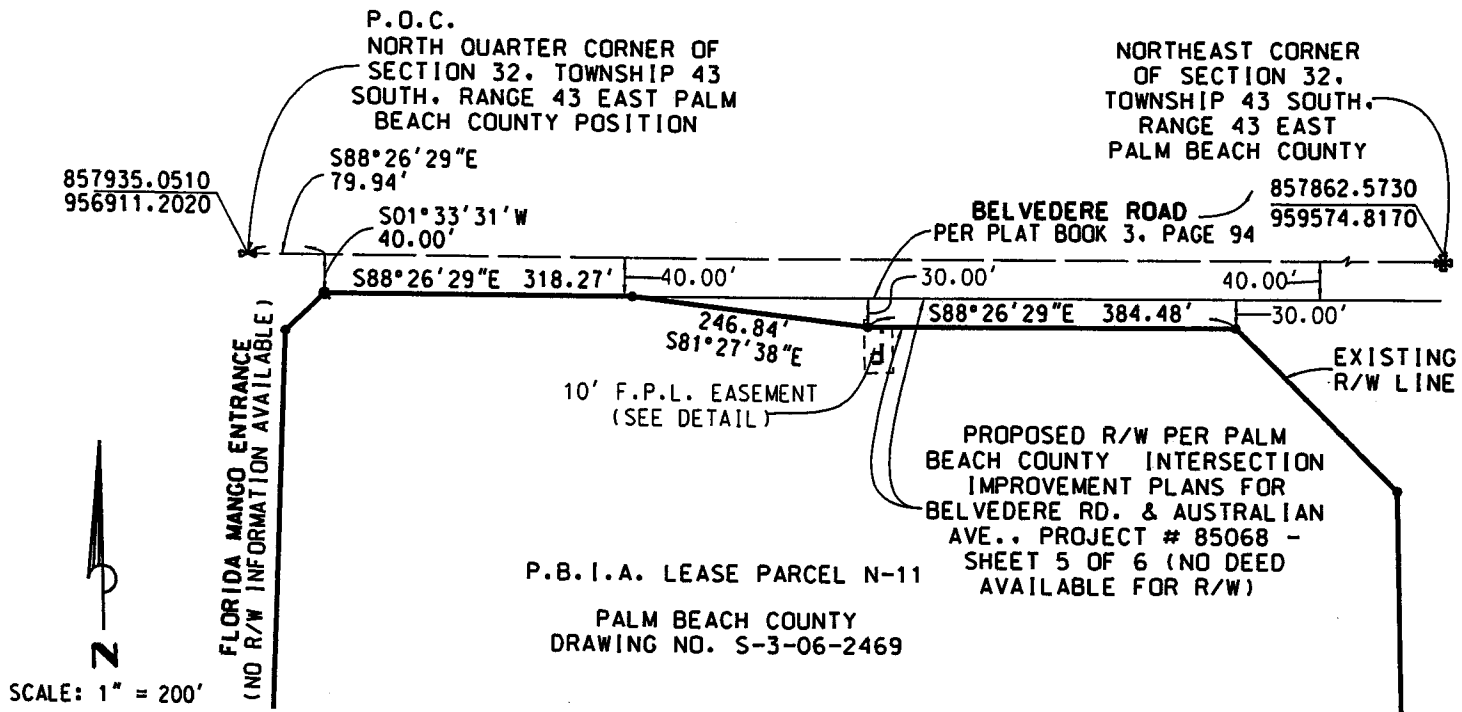
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

2/6/07  
-----  
DATE



- LEGEND**
- F.P.L. = FLORIDA POWER & LIGHT
  - P.B.I.A. = PALM BEACH INTERNATIONAL AIRPORT
  - P.L.S. = PROFESSIONAL LAND SURVEYOR
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - R/W = RIGHT-OF-WAY
  - = WOODEN POWER POLE
  - P.P. =

THIS IS NOT A SURVEY