

**Agenda Item #:**

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

**Meeting Date:**      **November 6, 2007**      ☒ **Consent**      ☐ **Regular**  
    ☐ **Ordinance**      ☐ **Public Hearing**

**Department: Facilities Development & Operations**

## **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a Utility Easement Agreement in favor of Florida Power & Light Company (FPL) for electrical service to the Dick Moroso Waterway Park (a/k/a Light Harbor Marina) on U.S. Highway 1 in Riviera Beach.

**Summary:** In December 1996, the County acquired 3.70 acres of land located on the east side of U.S. Highway 1 (Broadway), in Riviera Beach to construct a new boat ramp and parking facility. FPL is installing an overhead power pole with transformers to provide service to the Park and requires a 5' x 5' Easement to accommodate the placement of a single pole on the Park property. The easement area is located at the northwest corner of the Park property. This perpetual non-exclusive easement is being granted to FPL at no charge as it will provide electrical service to County facilities and is required as a condition of service. **(PREM) District 7 (JMB)**

**Background and Justification:** On September 11, 2007, the Board approved the contract with West Construction (3H-5) to construct the Park, and construction commenced in October. The proposed FPL easement will provide for the electrical service to this new boat ramp facility.

**Attachments:**

1. Location Map
2. Utility Easement Agreement

Recommended By: Keith Anthony Wolf 10/14/07  
Department Director Date

Approved By: [Signature] 11/1/07  
County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
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:

Jim D. [Signature] 10-23-07  
OFMB  
(MD) V.O.  
10/23/07 10/27

Jim J. [Signature] 10/25/07  
Contract Development and Control  
6. [Signature] 10/25/07

### B. Legal Sufficiency:

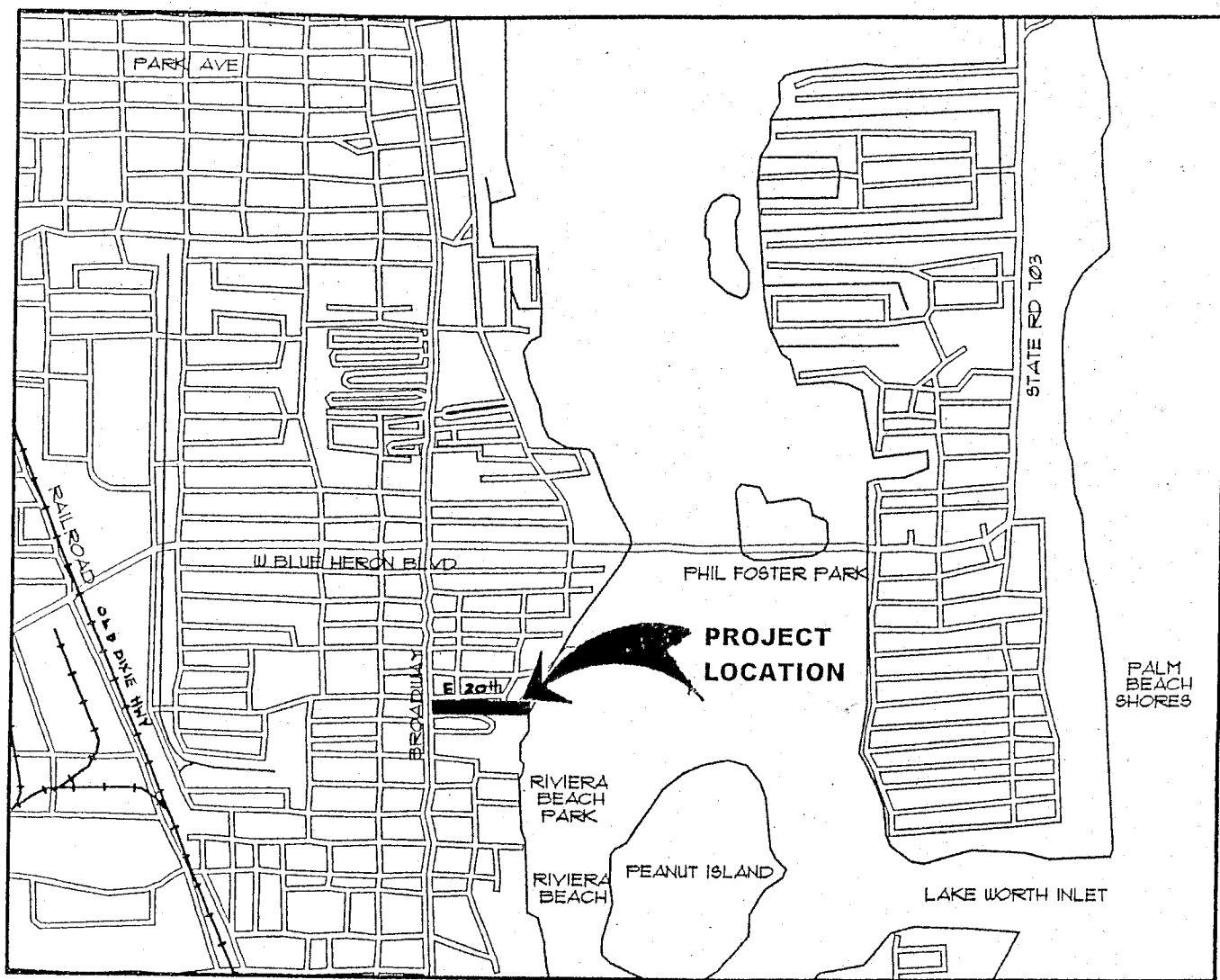
James Brubaker 10/30/07  
Assistant County Attorney

This item complies with current  
County policies.

### C. Other Department Review:

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

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



Location Map  
N.T.S.

Prepared by & Return to:  
Dave Douglass, Project Manager  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

PCN: 56-43-42-28-65-000-0020 (portion of)

## UTILITY EASEMENT AGREEMENT

This EASEMENT is granted \_\_\_\_\_, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, Grantor, and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420, Grantee.

### WITNESSETH:

That the said 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

**ATTACHMENT # 2**

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 to permit any other person, firm or corporation to attach wires to any Facilities hereunder and lay cable and conduit within the Easement Premises and to operate the same for communications purposes. Together with the right of reasonable ingress and egress to said 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 CONDITION 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 power lines and equipment 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.

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**

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

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

By: *[Signature]*  
Department Director

G:\AD. DOUGLASS\MOROSO PARK PLAT\EASEMENT TO FPL\_OVER&UNDERGRND91907.DOC

**Exhibit "A"**

**Legal Description/Site Sketch**

AN FPL EASEMENT IN SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, LYING IN THE PLAT OF LIGHT HARBOR MARINA, RECORDED IN PLAT BOOK 68, PAGE 28, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

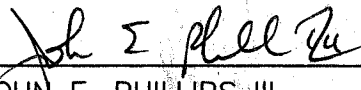
COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT;  
THENCE ALONG THE WEST BOUNDARY OF SAID PLAT, S00°07'00"E FOR 49.24 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE ALONG SAID WEST BOUNDARY, S00°07'00"E FOR 5.00 FEET;  
THENCE N90°00'00"E FOR 5.00 FEET;  
THENCE N00°07'00"W FOR 5.00 FEET;  
THENCE S90°00'00"W FOR 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 25 SQUARE FEET, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

P.O.B.— POINT OF BEGINNING  
P.O.C.— POINT OF COMMENCEMENT  
R/W — RIGHT-OF-WAY  
O.R.B.— OFFICIAL RECORD BOOK  
P.B.— PLAT BOOK  
CL — CENTERLINE

  
JOHN E. PHILLIPS III  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA No. 4826  
DATE: 8/30/07



**BROWN & PHILLIPS, INC.**

PROFESSIONAL SURVEYING SERVICES  
CERTIFICATE OF AUTHORIZATION # LB 6473  
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407  
(561) 615-3988, (561) 615-3986 FAX

**LEGAL DESCRIPTION**

DRAWN: MB	PROJ. No. 07-002
CHECKED: JEP	SCALE: NONE
MOROSO PARK FPL EASEMENT	DATE: 8/30/07
	SHEET 1 OF 2



N

RANDOLPH PARK  
PLAT BOOK 27, PAGE 7

P.O.C.  
N.W. CORNER OF PLAT OF LIGHT HARBOR MARINA  
PLAT BOOK 68, PAGE 28

N90°00'00"E NORTH BOUNDARY OF PLAT BOOK 68, PAGE 28

P.O.B.

49.24'

5.00'

S90°00'00"W

5.00'

N90°00'00"E

5.00'  
N00°07'00"W

(bearing basis)

WEST BOUNDARY OF S00°07'00"E

PLAT BOOK 68, PAGE 28

PROPOSED PLAT OF MOROSO PARK

S90°00'00"W

UNPLATTED

U.S. HIGHWAY No.1

(BROADWAY)

40'



**BROWN & PHILLIPS, INC.**

PROFESSIONAL SURVEYING SERVICES

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(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: MB

PROJ. No. 07-002

CHECKED: JEP

SCALE: 1" = 50'

**MOROSO PARK  
FPL EASEMENT**

DATE: 8/30/07

SHEET 2 OF 2