

34-7

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

**Department:**                      **Facilities Development & Operations**

**Motion and Title: Staff recommends motion to approve:** a Signage, Landscape and Maintenance Easement Agreement with the School Board of Palm Beach County for installation of an entrance sign at Park Vista High School identifying the PBSO Substation.

**Summary:** The County requires an easement to install and maintain an entrance sign on the School Board's property to identify the adjacent PBSO substation to traffic traveling north and south along Jog Road. The proposed Easement is approximately 25' long x 10' wide and contains 250 square feet. The County will maintain all improvements within the easement area, as well as any landscape, irrigation, and lighting. The proposed Easement is non-exclusive and will be granted to the County at no charge.

**(PREM) District 3 (JMB)**

**Background and Justification:** The PBSO substation facility is situated on 3.72 acres of property within the Park Vista High School located on the east side of Jog Road, south of Northtree Boulevard in western Boynton Beach. The County acquired the 3.72 acres of property from the School Board in 2004. The sign will serve to identify the substation to traffic traveling north and south along Jog Road. This easement was approved by the School Board at their Board meeting on October 17, 2007.

1. Location Map
2. Signage, Landscape and Maintenance Easement Agreement

**Department Director**

10/14/07  
Date

  
County Administrator

Date 11/10/1

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0				
Operating Costs	0				
External Revenues	0				
Program Income (County)	0				
In-Kind Match (County)	0				
<b>NET FISCAL IMPACT</b>	<b>0</b>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

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:

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

## III. REVIEW COMMENTS

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

The fiscal impact of the signage landscape maintenance is undetermined at this time. The estimated impact is \$16,039.

John D. [Signature] 10-26-07  
 OFMB  
 10-25-07  
 10/24/07  
 10/27

John J. [Signature] 10/29/07  
 Contract Development and Control  
 10/29/07

### B. Legal Sufficiency:

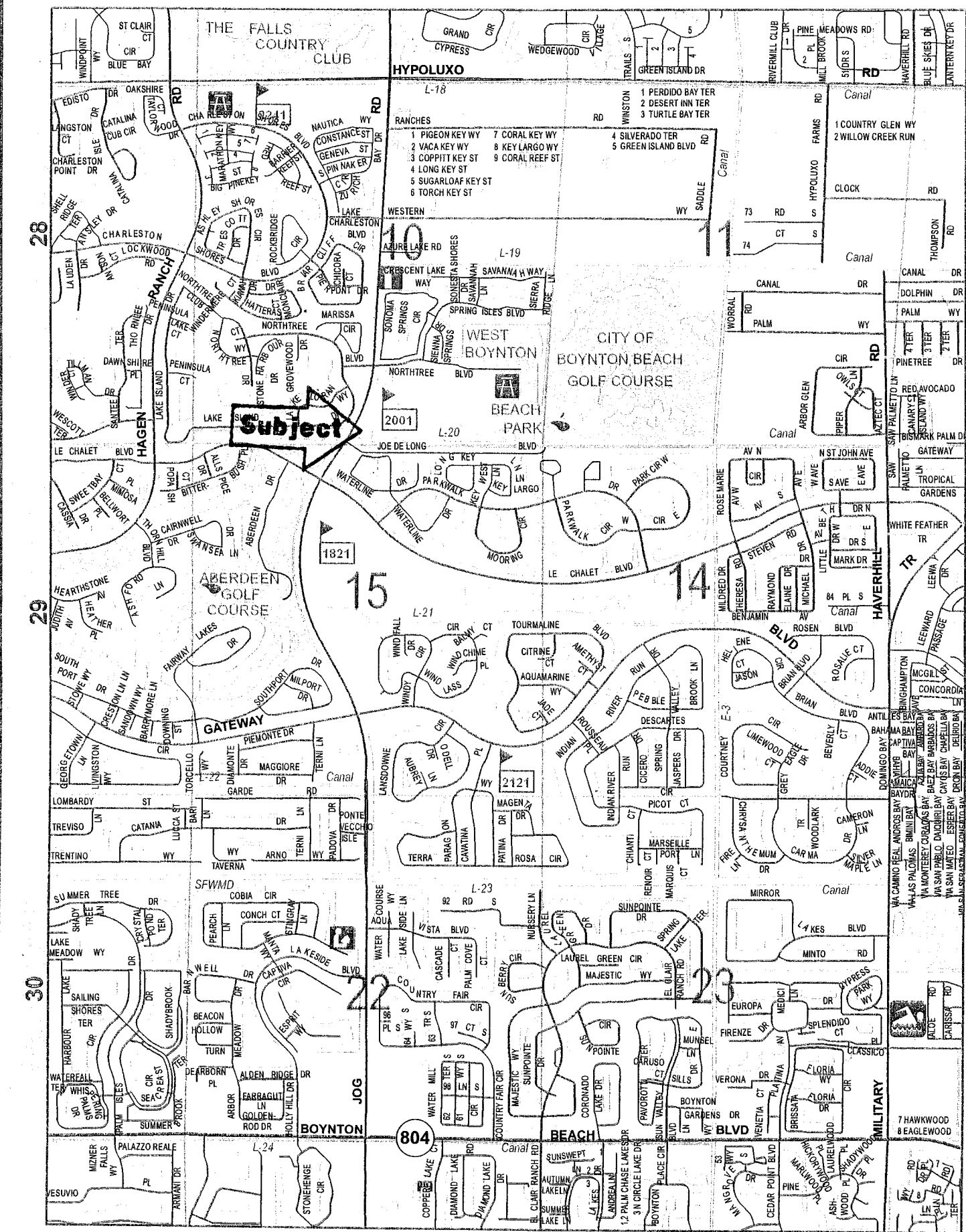
This item complies with current County policies.

James [Signature] 10/31/07  
 Assistant County Attorney

### C. Other Department Review:

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

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



T45

T

T45

Handwritten signature or mark.

Prepared by & Return to:  
Abby Ankeles  
Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

Property Control Number:  
a portion of 00-42-45-10-17-019-0000

#### SIGNAGE, LANDSCAPE AND MAINTENANCE EASEMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida, whose legal mailing address is 3300 Forest Hill Boulevard, Suite B-246, West Palm Beach, Florida 33406-5813, (hereinafter referred to as "School Board" or "Grantor"), and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791(hereinafter referred to as "County" or "Grantee").

#### W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Grantee, its successors and assigns, a non-exclusive Signage, Landscape and Maintenance Easement for the purposes of construction and maintenance of signage, landscape material, irrigation systems and lighting over, upon, under, and across the real property legally described in Exhibit "A" attached hereto (the "Easement Premises").

Together with reasonable ingress and egress to the Easement Premises.

THE CONDITIONS OF THIS SIGNAGE, LANDSCAPE AND MAINTENANCE EASEMENT ARE SUCH THAT:

1. Construction: Grantee, at its sole cost and expense, shall cause the sign and landscaping and any other improvements to be constructed within the confines of the Easement Premises. Grantee agrees that construction shall be diligently pursued to completion.

2. Maintenance: Grantee, at its sole cost and expense, shall maintain the improvements and landscaping within the confines of the Easement Premises.

3. Reasonable Use: The rights and interest conveyed hereunder are conditioned upon the reasonable exercise thereof by Grantee. Grantee agrees not to unreasonably interfere with Grantor's use and enjoyment of the Easement Premises or the adjoining property. In the event that Grantee ceases to use the Easement Premises for the purposes herein expressed, the Easement granted hereby shall become null and void, and all the right, title, and interest in and to the Easement Premises shall automatically revert to Grantor.

4. Notice: Grantee shall give The School District of Palm Beach County, Florida, Real Estate Services Department, whose mailing address is 3300 Forest Hill Boulevard, Suite B-246, West Palm Beach, Florida 33406-5813, ten (10) days prior written notice of their commencement of construction.

5. Access: Grantee shall have the right for ingress and egress over and across the Easement Premises and Grantor's adjoining property as is reasonably necessary for the use of any right granted herein, provided the same shall not unreasonably interfere with Grantor's use and enjoyment of its adjoining property.

6. Insurance: Grantee's general contractor shall, during the actual construction activities of the landscaping and improvements, keep in full force and effect Comprehensive General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability, and Workers Compensation covering all employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Premises, Operation, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. The general contractor performing work within the Easement Premises on behalf of Grantee shall, at all times during the performance of such work, maintain in full force and effect Comprehensive General Liability Insurance in an aggregate amount of ONE MILLION DOLLARS (\$1,000,000). Except for Workers Compensation, all insurance policies shall name Grantor as an Additional Insured. A Certificate of Insurance evidencing all such insurance coverages shall be provided to Grantor prior to the commencement of construction by any of Grantee's contractors or subcontractors, such Certificate indicating at least thirty (30) days prior notice of cancellation of adverse material changes in coverage.

7. Personal Property: All of Grantee's equipment and personal property placed or located on the Easement Premises shall be at the sole risk of Grantee or owner thereof.

8. Limitation of Liability: The Grantee recognizes its liability for certain tortious acts of its agents, officers, and employees, and agrees to be responsible for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, officers, or employees, to the extent and limits provided by law. The parties further acknowledge the waiver of sovereign

immunity for liability in tort contained in Florida Statutes Section 768.28 applicable to the parties, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Grantee shall indemnify and hold harmless, to the extent permitted by Florida Statutes Section 768.28, and without waiver of the monetary limits set forth therein, the Grantor against any actions, claims, or damages arising out of the negligent or wrongful act or omission of the Grantee, its employees, agents, and/or officers. The parties acknowledge that the foregoing shall not constitute an agreement by the Grantee to indemnify the Grantor for Grantor's negligence, wrongful acts or omissions nor a waiver of sovereign immunity, nor a waiver of any defense the Grantee may have under such statute, nor as consent to be sued by third parties.

Without waiving the right of sovereign immunity as provided by Florida Statutes, Section 768.28, the Grantee also agrees and warrants to maintain comprehensive liability insurance coverage or self-insurance during the term of this Agreement. Upon request of the Grantor, the Grantee also agrees to provide a certificate of insurance or self-insurance to the Grantor prior to the Grantee's use of the Easement Premises.

Grantee shall not assign any of its rights under this Agreement to a third party.

9. Compliance Obligations: All persons who have directly or indirectly contracted with the School Board and who have access to school grounds when students are present must be fingerprinted and background checked in compliance with Florida Statute §1012.465(1). All of Grantee's employees, agents, contractors and subcontractors must undergo a background check and fingerprinting if he/she is an individual who meets the above condition including fingerprinting by the School District's Police Department, at the sole cost of Grantee. No employee, agent, contractor or subcontractor of Grantee who meets the above condition shall be permitted access to the school grounds under this Agreement when students are present until Grantee receives notice of clearance by the School Board or the School District's Police Department. Upon determining the results of the background check for each employee, agent, contractor or subcontractor of Grantee that is required to submit for same, the School Board agrees to immediately notify (or have the School District's Police Department immediately notify) Grantee in writing of whether the employee, agent, contractor or subcontractor has been cleared. The School Board, its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of any of Grantee's employees, agents, contractors and subcontractors (or discontinuation of Grantee's employee's, agent's, contractor's and subcontractor's services) on the basis of these compliance obligations. If the School Board (or the School District's Police Department) has notified Grantee in writing that a particular employee, agent, contractor or subcontractor of Grantee has failed to clear the background check, then Grantee agrees not to permit said employee, agent, contractor or subcontractor access to the Easement Premises.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Grantor:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida

By: William G. Graham  
William G. Graham, Chairman

Attest:

By: Arthur C. Johnson  
Arthur C. Johnson, Ph.D., Superintendent

Date: 10/17/07

Approved as to Form:

Blair Hargis  
School Board Attorney

Attest:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

Grantee:

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: James Brink  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Patricia Ann Wolf  
Department Director

Date: 10/30/07

AN EASEMENT IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN TRACT "S" OF THE PLAT OF WEST BOYNTON DISTRICT PARK "B" THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106 PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF SAID PLAT, LYING ON THE EAST RIGHT-OF-WAY OF JOG ROAD, BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2560.00 FEET, WHERE A RADIAL LINE BEARS N66°16'22"W;  
THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 2°43'07" FOR 121.47 FEET TO THE POINT OF BEGINNING;  
THENCE RADIAL TO SAID CURVE, S63°33'15"E FOR 25.00 FEET TO THE END OF SAID CENTERLINE.

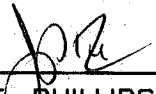
CONTAINING 250 SQUARE FEET, MORE OR LESS.

BEARING BASIS: N89°42'27"E ALONG THE SOUTH LINE OF SAID TRACT "S", PLAT BOOK 106, PAGE 176.

**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  
R - RADIUS  
C - CENTRAL ANGLE  
A - ARC LENGTH  
CL - CENTERLINE  
PBSO - PALM BEACH SHERIFF'S OFFICE

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.

  
JOHN E. PHILLIPS III  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA No. 4826  
DATE: MAY 18 2007

 **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  
PBSO SUB STATION  
WEST BOYNTON BEACH

DRAWN: MB	PROJ. No. 06-043
CHECKED: JEP	SCALE: NONE
<b>SIGN EASEMENT</b>	DATE: 5/17/07
	SHEET 1 OF 2



