

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 20, 2007 Consent [X] Regular []
Public Hearing []

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to accept: a non-standard Utility Easement from the United States Postal Service.

Summary: This utility easement is necessary for the construction and maintenance of a new wastewater lift station which will replace an existing out-dated lift station located on Summit Boulevard. The lift station currently serves the United States Post Office and surrounding businesses. The Water Utilities Department concurs with the Utility Easement Agreement provided by the United States Postal Service. There is no cost to the County for acquisition of this easement. District 2 (MJ)

Background and Justification: Wastewater Lift Station No.169 at Summit Boulevard west of Congress Avenue is located within an easement recorded in Plat Book 10, Page 20 of the Public Records for Palm Beach County, Florida. This existing lift station is over thirty (30) years old and has out-dated equipment that requires upgrading. The proximity of the existing lift station to the road pavement poses a hazard and makes access to the site very difficult. Water Utilities Engineering staff is recommending the replacement of the lift station with a new one, situated in a safe accessible location within the easement area described in the attached sketch and legal documents. The United States Postal Service will grant a perpetual utility easement to the County to accommodate the construction and maintenance of the new wastewater lift station.

Attachments:

- 1. Location Map
- 2. Two (2) Original Utility Easement

Recommended By: Beryl Beaman 10/6/07
Department Director Date

Approved By: [Signature] 11/13/07
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund _____	Dept _____	Unit _____	Object _____	

Is Item Included in Current Budget? Yes ___ No ___

Reporting Category N/A

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

N/A

C. Department Fiscal Review: Selma M. West

III. REVIEW COMMENTS

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

No fiscal impact.

[Signature] 11-8-07
 OFMB *atw 11-8-07* *[Stamp]* *11/7/07*

[Signature] 11/15/07
 Contract Development and Control *11/8/07*

B. Legal Sufficiency:

[Signature] 11/16/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

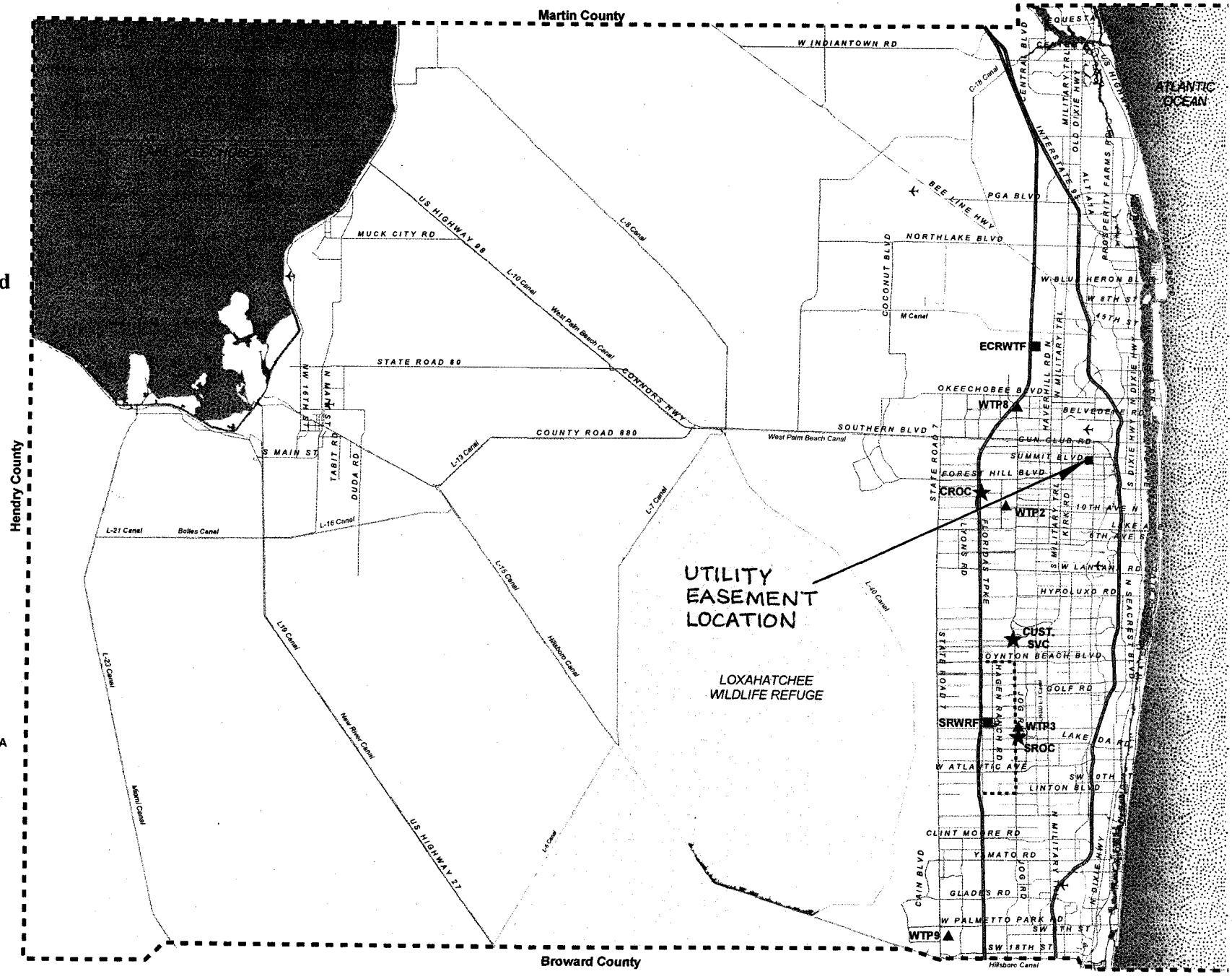


**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 1

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - - COUNTY LIMITS
- ★ Administration
- Water Reclamation Plant
- ▲ Water Treatment Plant
- ⊙ Wetlands



This Instrument Prepared By:
Kenny Griffin, Real Estate Specialist
U S Postal Service
Southeast Facilities Service Office
1735 N. Brown Road, Suite 200
Lawrenceville, GA 30043-8153

UTILITY EASEMENT

THIS EASEMENT made this 16th day of October, 2007, by and between the UNITED STATES POSTAL SERVICE, 1735 N. Brown Road, Suite 200, Lawrenceville, GA 30043-8153, Grantor and PALM BEACH COUNTY UTILITIES DEPARTMENT, 8100 Forest Hill Boulevard, West Palm Beach, FL 33416, a municipal corporation, the Grantee.

WITNESSETH

1. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor, their heirs and assigns, do hereby give, grant, sell and convey unto Grantee, its successors and assigns, a perpetual public utility easement situated in Palm Beach County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. Grantee, its successors and assigns, are granted so long as such utility easement shall be necessary, the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, and inspect the sewer lift station in the described land set forth in Exhibit "A" owned by Grantor in the County of Palm Beach, City of West Palm Beach, State of Florida.

This easement is made at the request of the Grantee for the public purpose of the upgrading & installation of the sewer facility in said easement area, subject to and without limitation of the rights of the Grantor or any other easement owners, their successors, heirs and assigns, in and to the remaining part of the aforementioned parcel for ingress and egress together with any lawful use thereof.

3. Grantor is to fully use and enjoy the said premises, except for the purposes hereinabove granted to the said Grantee.

4. The parties agree to abide by the terms and conditions of this agreement, and such terms and conditions shall be binding on and inure to the benefit of the parties signing this agreement and their heirs, executors, administrators, successors and assigns. The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted.

5. The acts of the Grantee under this easement shall be accomplished without interference with the operations of the Grantor, nor create hazardous conditions so as to endanger the persons or property of the other party or any other third party, and the Grantor shall at all times have satisfactory vehicular and pedestrian access to the post office site.

6. Each of Grantee's successors in interest, but not Grantee, shall indemnify, defend, and hold harmless the Grantor from all claims and suits for any and all liability, loss, or expense arising from the use of the easement area by said successor in interest; however, Grantee's successors in interest shall not have any obligation to indemnify the Grantor for any liability, loss or expense arising from the negligent or wrongful act of the Grantor. The foregoing obligation to indemnify the Grantor shall not apply to any successor in interest that is the State of Florida or any of its agencies or subdivisions.

7. The Grantor claims to own fee simple title to the premises described herein, but does not warrant such title.

8. The Grantee shall perform all work in connection with the rights, privileges and authority granted and conveyed in the easement in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises shall be properly repaired and restored to its condition in which it existed prior to the damage, as reasonably practicable, at the sole cost and expense of the Grantee.

9. The easement herein contained is an easement and shall be perpetual so long as said land is used for the aforementioned purposes and for an additional one hundred eighty (180) days after such easement has been abandoned. Upon such abandonment of this easement, and no later than one hundred eighty (180) days thereafter, the parties shall prepare a legally valid release of this easement and file the same for record in the Court Clerk's or Recorder's office in Palm Beach County.

10. This agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior covenants, warranties, representations, whether written or oral, which may have been made by either of the parties hereto with respect to the subject matter hereof.

11. This conveyance is subject to all easements, restrictions and reservations of record in the County Clerk's Official Public Records of Real Property of Palm Beach County, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Florida.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Cathy C. Hoback
1st Witness' Signature

Cathy Hoback
Printed Name of 1st Witness

Donna Kemp
2nd Witness' Signature

DONNA Kemp
Printed Name of 2nd Witness

UNITED STATES POSTAL SERVICE

By: Kenny [Signature]
Title: Contracting Officer

ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF GWINNETT

BEFORE ME, the undersigned authority, personally appeared Kenny Griffin known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of the United States Postal Service.

Given under my hand and seal of office this 16th day of October, 2007.

Cissie Gravit
Notary Public

My Commission expires:

May 4, 2008

50' X 85' UTILITY EASEMENT

**A PARCEL OF LAND LYING WITHIN PARCEL "B"
SUMMIT PARK OF COMMERCE, P.C.D.,
PLAT BOOK 61, PAGES 148-149 AND
TRACT 2, BLOCK 4, PALM BEACH PLANTATIONS PLAT NO. 1
PLAT BOOK 10, PAGE 20
PALM BEACH COUNTY, FLORIDA
FOR
PCN # 00-43-44-06-01-002-0000
PCN # 00-43-44-06-00-000-5040**

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN PARCEL "B", SUMMIT PARK OF COMMERCE, P.C.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, AT PAGES 148 AND 149 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING WITHIN TRACT 2, BLOCK 4, PALM BEACH PLANTATIONS PLAT NO. 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF PARCEL "B", SUMMIT PARK OF COMMERCE, P.C.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, AT PAGES 148 AND 149 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S85°16'42"E ALONG THE NORTH LINE OF SAID PARCEL "B" FOR A DISTANCE OF 53.02 FEET, SAID NORTH LINE BEING COINCIDENT WITH THE SOUTH RIGHT OF WAY LINE OF SUMMIT BOULEVARD; THENCE S02°59'19"W ALONG A LINE PARALLEL WITH AND 53.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID PARCEL "B" FOR A DISTANCE OF 50.02 FEET; THENCE N85°16'42"W ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF PARCEL "B" FOR A DISTANCE OF 53.02 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "B"; THENCE CONTINUE N85°16'42"W FOR A DISTANCE OF 32.01 FEET; THENCE N02°59'19"E ALONG A LINE PARALLEL WITH AND 32.00 FEET WEST OF THE WEST LINE OF SAID PARCEL "B" FOR A DISTANCE OF 50.02 FEET; THENCE S85°16'42"E FOR A DISTANCE OF 32.01 FEET TO THE POINT OF BEGINNING. SAID LAST THREE COURSES LYING WITHIN TRACT 2, BLOCK 4, PALM BEACH PLANTATIONS PLAT NO. 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY ("THIS IS NOT A SURVEY").
- 2) NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED LAND SURVEYOR.
- 3) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF PARCEL "B" AS SHOWN ON SUMMIT PARK OF COMMERCE P.C.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, AT PAGES 148 AND 149 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; HAVING AN ASSUMED BEARING OF NORTH 02°59'19" EAST.

HELLER-WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.B. NO. 3449

BY: DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 5118

DATED: 6-25-07
WORK ORDER NO. 15483.001

LEGEND:

- P.C.D. PLANNED COMMERCIAL DEVELOPMENT
- P.B. PLAT BOOK
- PG. PAGE(S)
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- L.W.D.D. LAKE WORTH DRAINAGE DISTRICT
- FPL FLORIDA POWER AND LIGHT CO.
- PCN PROPERTY CONTROL NUMBER

REVISIONS



E.B. NO. 0003449

Heller - Weaver and Sheremeta, inc.

Engineers ... Surveyors and Mappers

310 S.E. 1st Street, Suite 4 Delray Beach, Florida 33483

(561) 243-8700 - Phone (561) 243-8777 - Fax

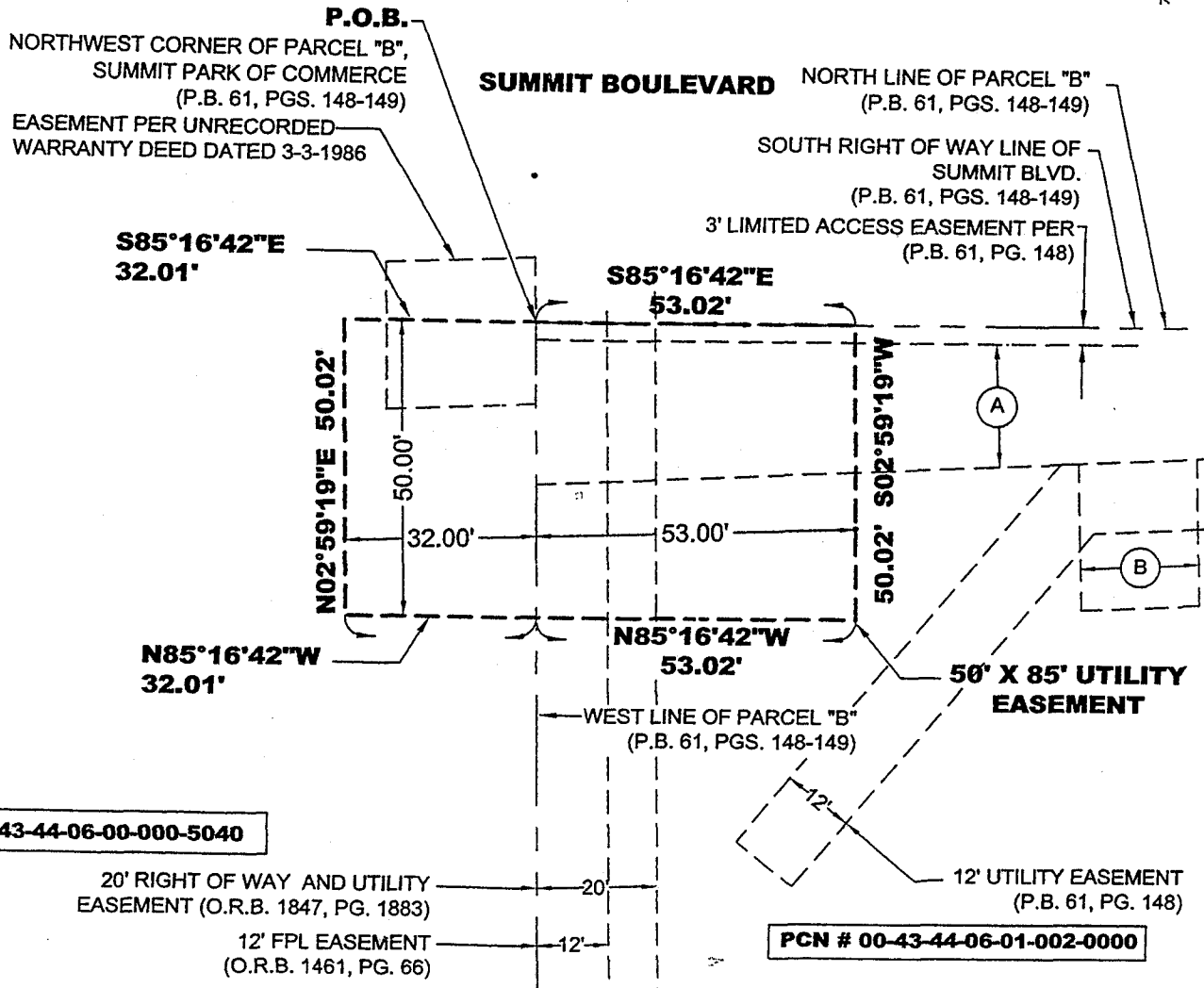
DATE:	6/25/07
SCALE:	N/A
DRAWN BY:	ROLLE/S.ISAAC
CHECKED BY:	D. LAAK
SHEET:	1 OF 2
FILE NO.	07-15483.001-SS1

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

50' X 85' UTILITY EASEMENT

**A PARCEL OF LAND LYING WITHIN PARCEL "B"
 SUMMIT PARK OF COMMERCE, P.C.D.,
 PLAT BOOK 61, PAGES 148-149 AND
 TRACT 2, BLOCK 4, PALM BEACH PLANTATIONS PLAT NO. 1
 PLAT BOOK 10, PAGE 20
 PALM BEACH COUNTY, FLORIDA
 FOR
 PCN # 00-43-44-06-01-002-0000
 PCN # 00-43-44-06-00-000-5040**

SCALE: 1" = 30'

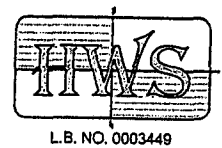


PCN # 00-43-44-06-00-000-5040

PCN # 00-43-44-06-01-002-0000

- (A) VARIABLE WIDTH UTILITY EASEMENT PER (P.B. 61 PG. 148)
- (B) 20' UTILITY EASEMENT PER (P.B. 61, PG. 148)

REVISIONS



Heller - Weaver and Sheremeta, inc.
 Engineers ... Surveyors and Mappers
 310 S.E. 1st Street, Suite 4 Delray Beach, Florida 33483
 (561) 243-8700 - Phone (561) 243-8777 - Fax

DATE:	6/25/07
SCALE:	1" = 30'
DRAWN BY:	ROLLE/S.ISAAC
CHECKED BY:	D. LAAK
SHEET:	2 OF 2
FILE NO.	07-15483.001-SS2

Accepted by:

ATTEST:
SHARON R. BOCK, CLERK &
COMPTRROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson


825 11/6/67

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By:  _____
Director of Water Utilities