

Agenda Item #:

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

Meeting Date: **February 5, 2008** ☒ **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 County's Herman W. Brice Fire Rescue Complex in unincorporated West Palm Beach.

Summary: The County is currently in the process of constructing the Herman W. Brice Fire Rescue Complex located on Pike Road between Southern Boulevard and Belvedere Road. FPL requires a utility easement for the installation of overhead and underground power lines and a transformer to provide primary power to the facility. The easement area is 10' x 462.41', for a total of 4,624.10 square feet (0.106 acres). The County is signing the Joinder and Consent to the Utility Easement Agreement as Lessee. This is a perpetual non-exclusive easement and is being granted to FPL at no charge, as it will provide electrical service to County facilities. **(PREM) District 6 (HJF)**

Background and Justification: On July 20, 2004, the Board approved an Interlocal Agreement with the Solid Waste Authority (SWA) (R2004-1624) providing for the exchange and lease of property on Pike Road between Southern Boulevard and Belvedere Road to construct a Fire Rescue Training Complex. The proposed FPL easement will provide for the electrical service to this new facility. The utility easement is located on the property the County currently leases from SWA. As Lessee, the County is required to sign the Joinder and Consent attached to the Agreement.

Attachments:

1. Location Map
2. Utility Easement Agreement

Recommended By: Rest Amy Wolf 1/11/08
Department Director Date

Approved By: [Signature] 1/19/08
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>	_____	_____	_____	_____
# 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:

Jan Dub 1/25/08
OFMB
1/24/08
1/28/08
Contract Development and Control
1/28/08

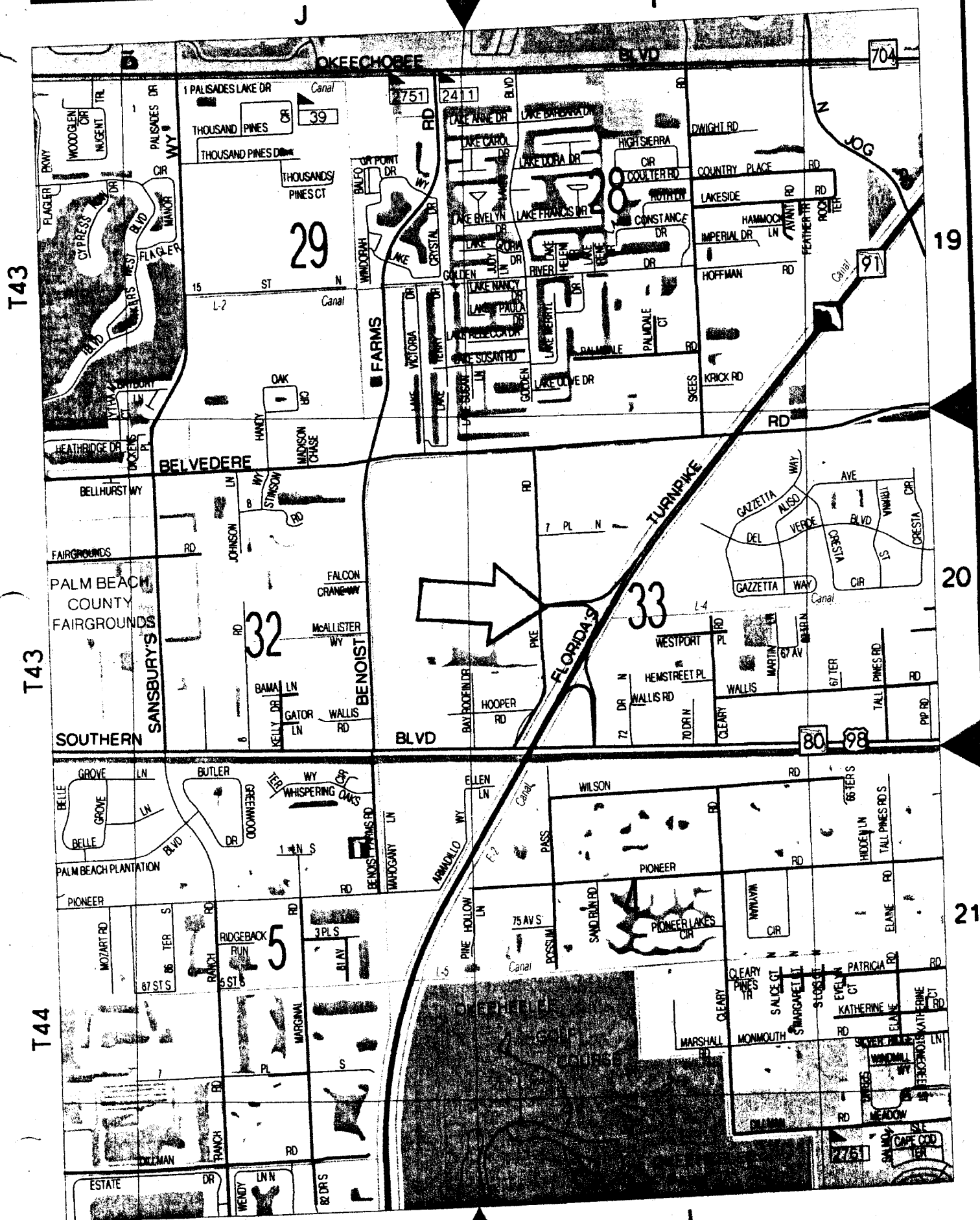
B. Legal Sufficiency:

1/29/08
Assistant County Attorney

C. Other Department Review:

Department Director

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



LOCATION MAP

ATT #1

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

PCN: 00-42-43-27-05-006-1600

UTILITY EASEMENT AGREEMENT

This EASEMENT is granted _____, between **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a governmental entity created pursuant to Chapter 2001-331 Laws of Florida, whose address is 7501 N. Jog Road, West Palm Beach, Florida 33412, Grantor, and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420, Grantee, and joined by **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, Lessee.

WITNESSETH:

That the said Grantor, joined by the Lessee, 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 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 and Lessee.

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 or Lessee 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.

GRANTOR:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY, a
governmental entity created pursuant to
Chapter 2001-331 Laws of Florida**

By: _____
John F. Koons, Chair

ATTEST:

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Authority Clerk

By: _____
Authority General Counsel

G:\Development\Open Projects\Fire Rescue Training-jb\Fire Rescue Training Facility.FPL Easement.002.HF
app.011008.doc

JOINDER AND CONSENT

The undersigned hereby acknowledges and joins and consents to the terms of the easement described in the Utility Easement Agreement granted by SOLID WASTE AUTHORITY OF PALM BEACH COUNTY to Florida Power and Light Company, to which this Joinder and Consent is attached.

LESSEE:

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: _____
Department Director

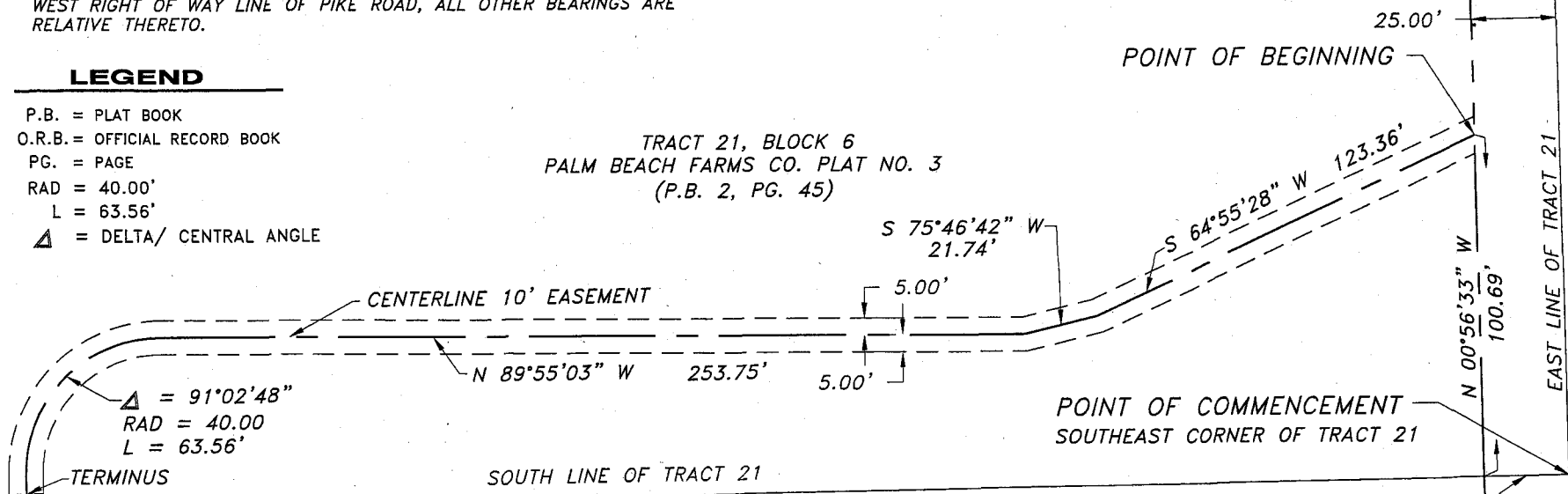
SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO S 00°56'33" E ALONG THE WEST RIGHT OF WAY LINE OF PIKE ROAD, ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS IS NOT A BOUNDARY SURVEY

LEGEND

- P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORD BOOK
PG. = PAGE
RAD = 40.00'
L = 63.56'
Δ = DELTA/ CENTRAL ANGLE



LEGAL DESCRIPTION

BEING A 10.00 FOOT WIDE STRIP OF LAND LYING IN TRACT 21, BLOCK 6, PALM BEACH FARMS CO. PLAT NO. 3, AS RECORD IN PLAT BOOK 2, PAGE 45, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. ALSO BEING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; THE CENTERLINE OF SAID 10.00 FOOT STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 21; THENCE SOUTH 89°01'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 21, A DISTANCE OF 25.00 FEET TO A POINT ON A LINE THAT IS 25.00 FEET WEST OF A PARALLEL WITH THE EAST LINE OF SAID TRACT 21, SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF PIKE ROAD; THENCE NORTH 00°56'33" WEST ALONG SAID WEST RIGHT OF WAY LINE, 100.69 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 10.00 FOOT WIDE STRIP; THENCE SOUTH 64°55'28" WEST, 123.36 FEET; THENCE SOUTH 75°46'42" WEST, 21.74 FEET; THENCE NORTH 89°55'03" WEST, 253.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 91°02'48"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 63.56 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

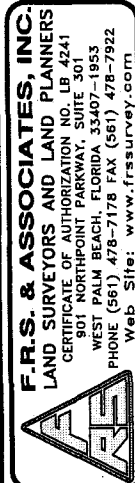
LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY:

GARY P. WILLIAMS, R.L.S.
FLORIDA CERTIFICATION NO. 4817
FOR THE FIRM



SKETCH AND DESCRIPTION
OF A 10' F.P. & L. EASEMENT FOR
THE FIRE RESCUE FACILITY

REVISED EASEMENT TO FIT AS BUILT	CHANGE ALIGNMENT	REVISIONS
CPW 11/08/07	P.P. 12-05-08	DATE
		BY:

DRAWN BY: V.J. WILLIAMS
APPROVED BY: G.P. WILLIAMS
SCALE: 1" = 50'
DATE: 08/21/08
FIELD BOOK/PAGES N/A
JOB NUMBER: A 04-032A
SHEET: 1 OF 1

DWG REF: T. DRAW FIRE RESCUE F.P. EASELING