

3H-16

Agenda Item #:

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

Meeting Date:	April 1, 2008	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Utility Easement Agreement in favor of BellSouth Telecommunications, Inc., d/b/a AT&T Florida for installation of underground communication lines adjacent to Dick Moroso Waterway Park.

Summary: The County is developing Dick Moroso Waterway Park on 3.70 acres on the east side of U.S. Highway 1, in Riviera Beach. Construction of the access drive into the Park requires the relocation of electric and telephone lines along U.S. Highway 1. This Agreement provides for the relocation of the existing telephone lines along U.S. Highway 1 within a new 5' x 161' Underground Easement. The Easement is being granted at no charge as the lines are being relocated at the request of the County. **(PREM) District 7 (JMB)**


Background and Justification: Presently there are two overhead communication lines running parallel to the frontage of the Park. In order to provide better clearance for boat trailers entering and exiting the Park from U.S. Highway 1, AT&T has agreed to convert their lines to underground. The easement will be along the back edge of the existing sidewalk and is 5' x 161'.

Attachments:

1. Location Map
2. Utility Easement Agreement

Recommended By: 
Department Director

3/19/08
Date

Approved By: 
County Administrator

3/27/08
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:

John Smith 3-20-08
OFMB *100 3/20/08 CN 3/20/08*

John J. Smith 3/21/08
Contract Development and Control *3/21/08*

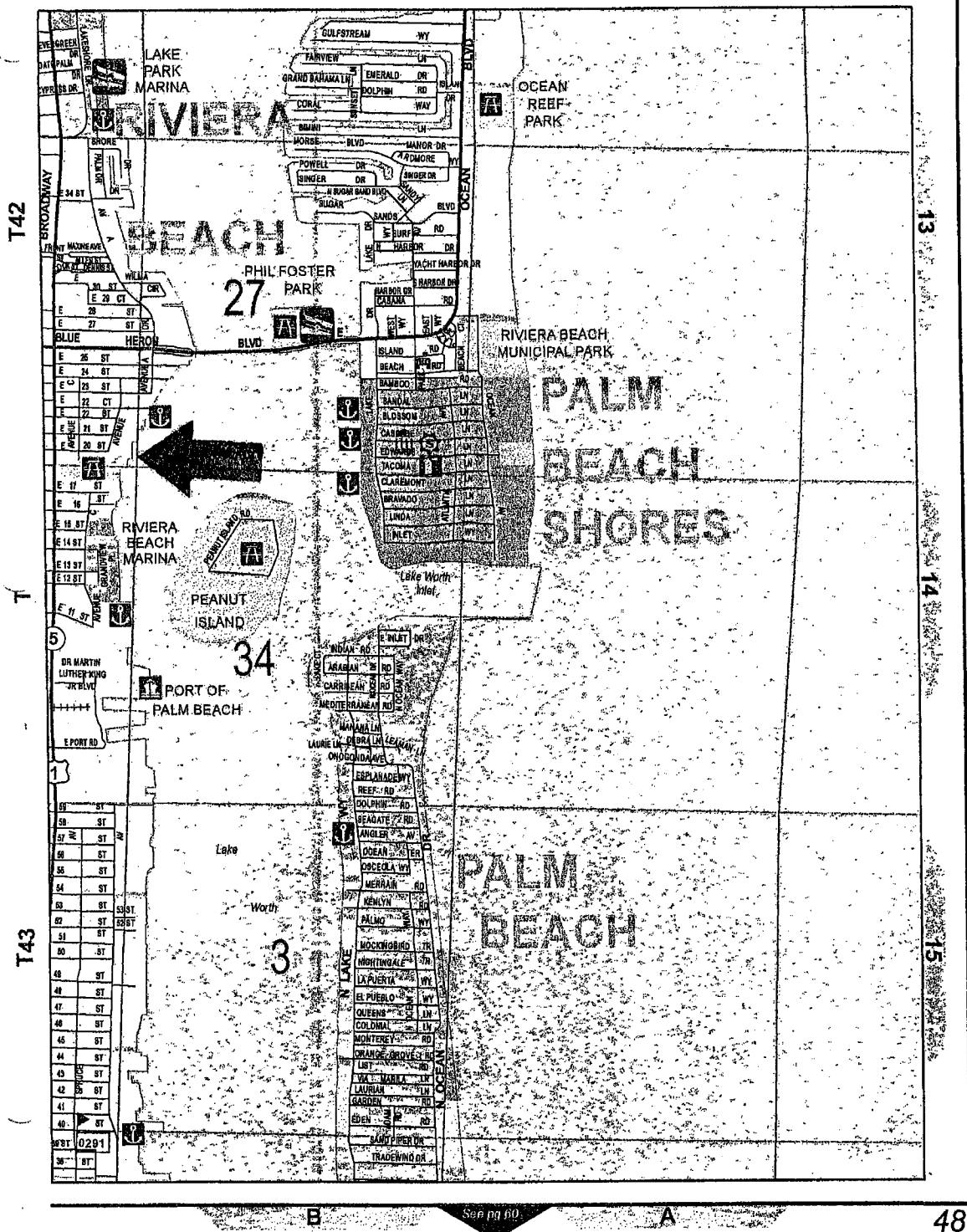
B. Legal Sufficiency:

James Brubaker 3/25/08
Assistant County Attorney

C. Other Department Review:

Department Director

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



ATT. #1

PREPARED BY AND RETURN TO:
David Douglass, Project Manager
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

Property Control Number: 56-43-42-33-31-001-0000 (Portion of)

UTILITY EASEMENT AGREEMENT

This EASEMENT, 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 **BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T Florida**, a Georgia corporation authorized to do business in Florida, whose legal mailing address is c/o Engineering, 2021 S. Military Trail, West Palm Beach, Florida 33415- 6440 ("Grantee").

WITNESSETH:

That Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive Easement (the "Easement") for the construction, operation and maintenance of underground communications facilities to be installed below ground as necessary from time to time with the right to reconstruct, improve, add to, enlarge, change 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:

ATT. #2

**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 said Easement Premises at all times and the right but not the obligation to clear the land and keep it cleared of all trees, undergrowth and other obstructions 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 that Grantee permanently ceases to use the Easement Premises for the purpose herein expressed, at the written request of the Grantor, Grantee shall execute and deliver to the Grantor a release of this Easement within 30 calendar days of receipt of Grantor's written request, which Grantor shall forward to Grantee at the above address with a copy to AT&T Florida Legal Department, Attention: Network Attorney, 150 W. Flagler Street, Suite 1910, Miami, Florida 33130-1534.

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. By exercise of the rights granted to Grantee by this instrument, Grantee acknowledges and agrees that the conditions and restrictions imposed herein shall bind and

be enforceable against Grantee, its successors and assigns to the same extent as if such party had physically executed this instrument.

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: 
Department Director

EXHIBIT “A”

LEGAL DESCRIPTION /SITE SKETCH

LEGAL DESCRIPTON

A 5 FOOT WIDE UTILITY EASEMENT IN SECTION 28, TOWNSHIP 42 SOUTH,
RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 5 FEET OF THE PLAT OF MOROSO PARK AS RECORDED IN PLAT
BOOK 110, PAGE 179-180 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA.

SUBJECT TO EASEMENTS SHOWN ON SAID PLAT AND RECORDED EASEMENTS
FOUND IN SAID PUBLIC RECORDS.

CONTAINING 806 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
R/W - RIGHT-OF-WAY
P.B.- PLAT BOOK
CL - CENTERLINE
L.B.E. - LANDSCAPE BUFFER EASEMENT
L.A.E. - LIMITED ACCESS EASEMENT



JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 3/11/08



BROWN & PHILLIPS, INC.

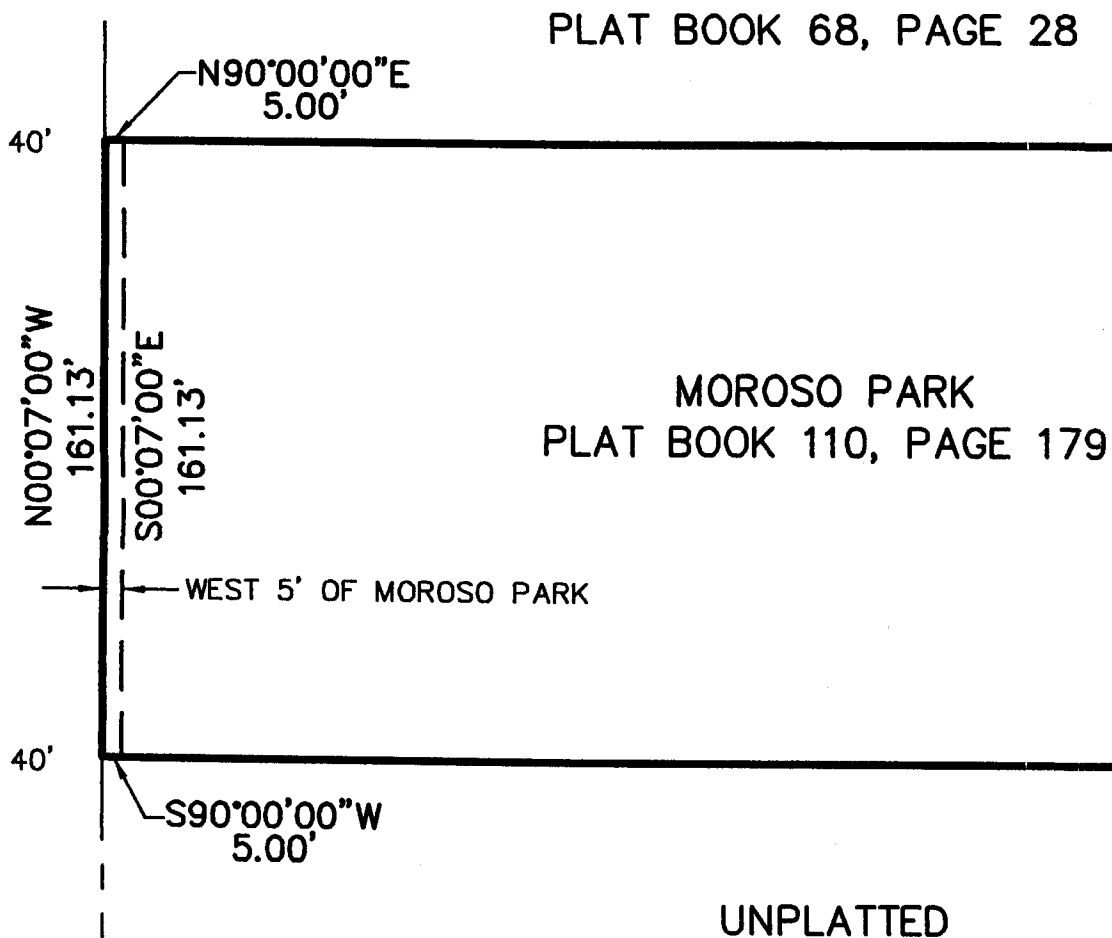
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: DKN	PROJ. No. 07-002E
CHECKED: TB	SCALE: NONE
5' UTILITY EASEMENT MOROSO PARK	DATE: 3/10/08
	SHEET 1 OF 2

N

U.S. HIGHWAY No.1 (BROADWAY)



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

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: DKW	PROJ. No. 07-002E
CHECKED: TB	SCALE: 1" = 50'
5' UTILITY EASEMENT MOROSO PARK	DATE: 3/10/08
	SHEET 2 OF 2