

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

Meeting Date: November 18, 2008

Consent       Regular  
 Workshop       Public Hearing

**Department:**

**Submitted By:** Engineering and Public Works

**Submitted For:** Right-of-Way Acquisition Section

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Four subordinations of utility interests from Florida Power & Light Company (FPL) releasing their interests to Palm Beach County (County) in four parcels of land located on the north side of Old Boynton Road.

**SUMMARY:** Approval of the subordinations of utility interests will release FPL's interests in land required for Old Boynton Road. These subordinations of utility interests require the County to pay for any future relocation costs of the FPL facilities when and if requested by the County as a standard clause. However, there are currently no utility facilities located within the easements to be subordinated.

District 3 (PK)

**Background and Justification:** FPL has certain utility interests within the properties being conveyed to the County. It is necessary to have these interests subordinated, since it is the County's policy that all properties being conveyed to the County be free and clear of all encumbrances. There are no utility facilities located within the easements being subordinated.

**Attachments:**

- 1. Location Map
- 2. Subordinations of Utility Interests with Exhibit "A" (4)

**Recommended by:** *Ormelio A. Fernandez* 10/16/08  
Division Director      Date

**Approved by:** *S. T. Webb* 10/23/08  
County Engineer      Date

KAT *[Signature]*

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<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>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
ADDITIONAL FTE POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

*No fiscal impact.*

Is Item Included In Current Budget? Yes \_\_\_ No \_\_\_  
 Budget Account No.: Fund \_\_\_ Agency \_\_\_ Org. \_\_\_ Object \_\_\_  
 Reporting Category

**B. Recommended Sources of Funds/Summary of Fiscal Impact: N/A**

**THIS ITEM HAS NO FISCAL IMPACT.**

C. Departmental Fiscal Review: \_\_\_\_\_ *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*[Signature]* 10-27-08  
 OFMB *[Initials]* 10/27/08  
*[Signature]* 10/27/08  
 Contract Dev. and Control

**B. Legal Sufficiency:**

*[Signature]* 10/30/08  
 Assistant County Attorney

**C. Other Department Review:**

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

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

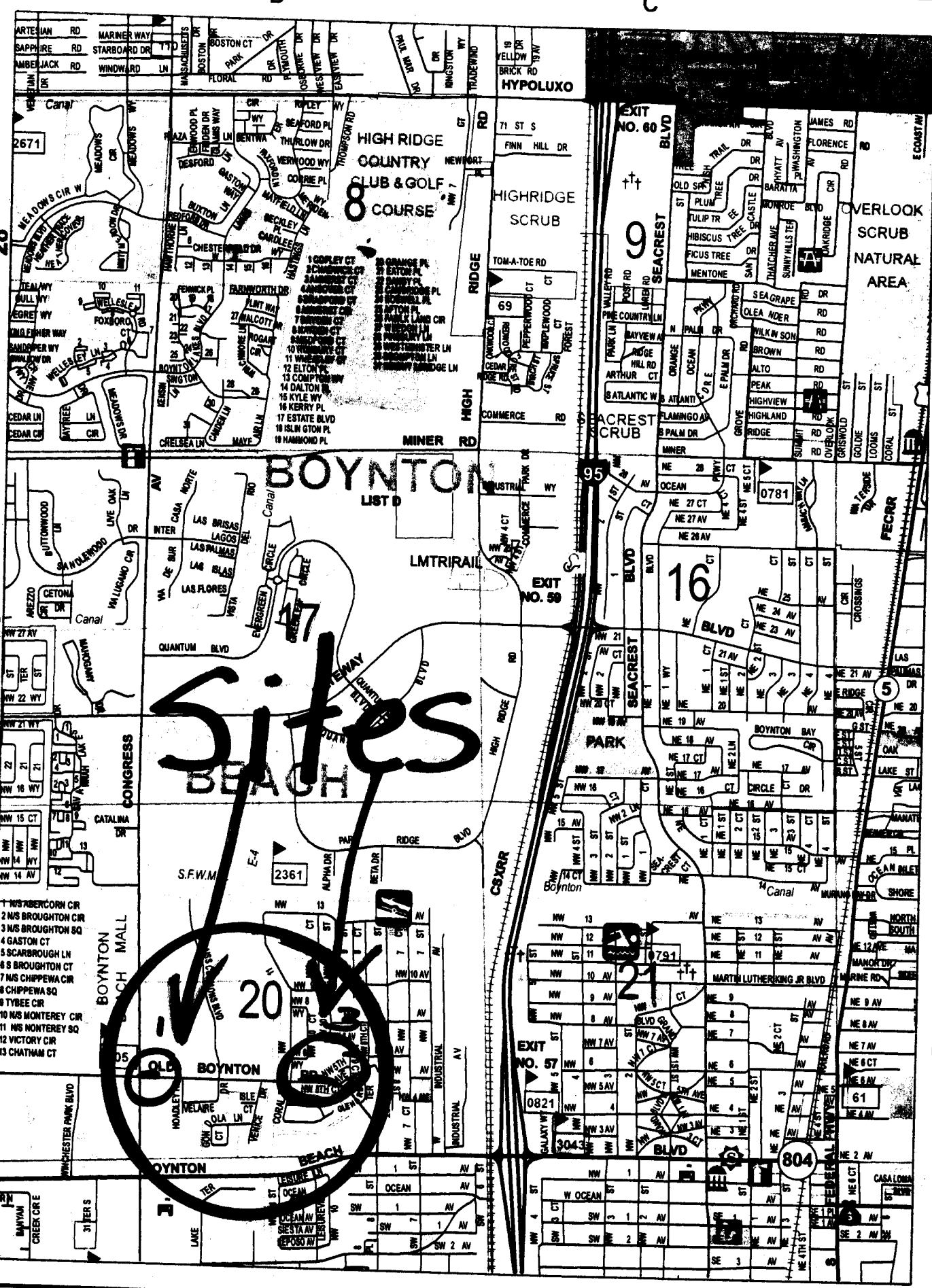
# Location Map

R43

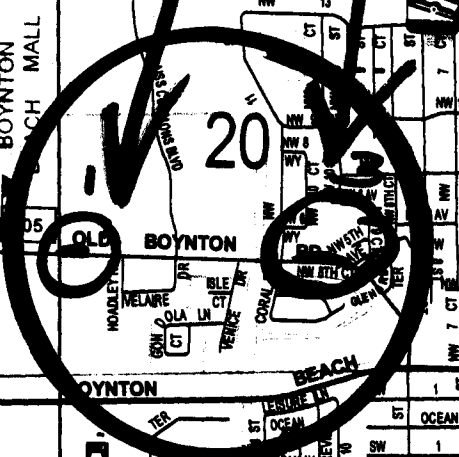
See pg 91

D

C



# Sites



20

OLD BOYNTON BEACH

- 1 N 15 BERCORN CR
- 2 N 5 BROUGHTON CIR
- 3 N 5 BROUGHTON SQ
- 4 GASTON CT
- 5 SCARBROUGH LN
- 6 S BROUGHTON CT
- 7 N 5 CHIPPEWA CIR
- 8 CHIPPEWA SQ
- 9 TYBEE CIR
- 10 N 5 MONTEREY CIR
- 11 N 5 MONTEREY SQ
- 12 VICTORY CIR
- 13 CHATHAM CT

T45

T45

T45

D

See pg 105

C

Return To: Right-of-Way Acquisition Section  
Name: Palm Beach County Engineering  
Address: Post Office Box 21229  
West Palm Beach Florida 33416  
Attn: Kat  
Account No.: 1010 W/C BOX 1066

This Instrument Prepared By:  
Name: Paul F. King, Esq.  
Assistant County Attorney  
Post Office Box 21229  
West Palm Beach, Florida 33416  
P.I.N.: 08-43-45-20-29-026-000.0

Not to be recorded without Board of County Commissioners Acceptance Date

Project No.: 1993901  
Project Name: Old Boynton Road  
Parcel No.: Z-5

**SUBORDINATION OF UTILITY INTERESTS  
TO PALM BEACH COUNTY, FLORIDA**

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between the **COUNTY OF PALM BEACH** (hereinafter the "County"), and Florida Power & Light Company whose mailing address is hereinafter the "Utility").

WHEREAS, the Utility presently has easements in certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility and at the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the subordinated property (hereinafter "Property"), described in Exhibit AA@ attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent conflict between the facilities so that the benefits of each may be retained;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interest in that portion of the following easements lying within the Property, to the interest of the County, its successors or assigns, through, under, upon or across the Property;

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK AND PAGE</u>
Easement	4/10/2000	Klatt Ent. Inc.	Florida Power & Light Co.	ORB11709-52

2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment or relocation, caused by the County's actions, including the cost of acquiring the necessary easements.
3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, bushes, and growth which might endanger or interfere with the operation and safety of the Utility's facilities.
4. The Utility agrees to repair any damage to the County's facilities and to indemnify and hold harmless the County against any loss or damage resulting from the Utility exercising its rights outlined in paragraph 2 and 3 above.
5. These terms and conditions shall be attached as an addendum to the permit, if

6. any, required by the County for location of facilities on the Property.  
This agreement is not assignable except to the State of Florida for the purposes described herein.  
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the  
State of Florida  
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Clerk (or Deputy Clerk)

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_, by \_\_\_\_\_,  
Chairman, Board of County Commissioners, who is personally known to me and who did not  
take an oath.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Florida Power & Light Company  
NAME OF UTILITY

Michelle M. Kahmann  
Witness Signature

Michelle M. Kahmann

\_\_\_\_\_  
Print Name of Witness

By: \_\_\_\_\_  
Signature

J. T. Corson

\_\_\_\_\_  
Print Name

Corp. Real Estate  
Project Manager

Tammy Jautmann  
Witness Signature

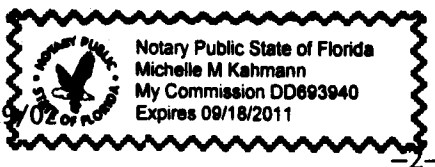
Tammy Jautmann  
Print Name of witness

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of  
Sept. 2008 by J.T. Corson, who is personally  
known to me, or who supplied \_\_\_\_\_ as identification, and  
who did/did not take an oath.

SEAL

266-LGL REV. 11/19



Michelle M. Kahmann  
NOTARY PUBLIC

Exhibit "A"

**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

19006 1ST STREET S.W., LUTZ, FL 33548

PHONE (813) 909-2420

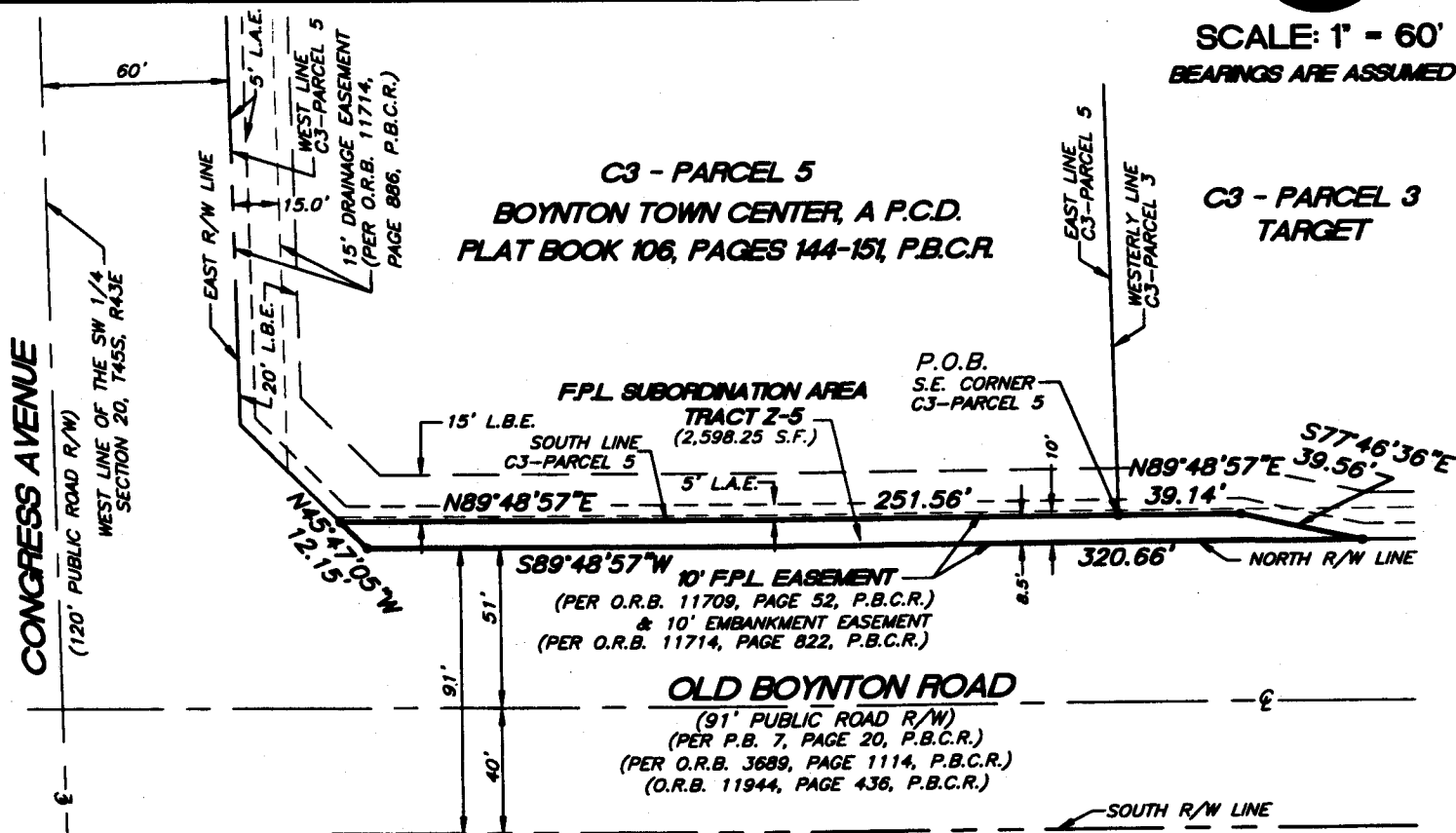
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:  
LB 7188, STATE OF FLORIDA

**SKETCH AND DESCRIPTION**  
**F.P.L. EASEMENT SUBORDINATION AREA - TRACT Z-5**

**SECTION 20 - TOWNSHIP 45 SOUTH - RANGE 43 EAST**



**SCALE: 1" = 60'**  
**BEARINGS ARE ASSUMED**



**LEGEND**

- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- O.R.B. = Official Record Book
- ⊕ = Centerline
- R/W = Right-of-Way
- L.A.E. = Limited Access Easement
- L.B.E. = Landscape Buffer Easement
- S.F. = Square Feet
- F.P.L. = Florida Power & Light

**BEARING NOTE**

THE BEARINGS SHOWN HEREON ARE ASSUMED AND ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 20-45-43

SHEET 1 OF 2

**SEAL**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**CERTIFICATE**

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

**THIS SKETCH IS NOT A SURVEY**

REVISIONS	DATE	BY

PROFESSIONAL SURVEYOR AND MAPPER #LS 5685, STATE OF FLORIDA  
**WSP**  
WILLIAM S. PAYNE WSP CONSULTANTS, INC., #LB7188

DATE OF SKETCH	DRAWN BY	CHECKED BY	FILE NAME
02/20/08	WSP	WSP	PBC-Z5-FPL

**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

19006 1ST STREET S.W., LUTZ, FL 33548

PHONE (813) 909-2420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:  
LB 7188, STATE OF FLORIDA

**SKETCH AND DESCRIPTION**

**F.P.L. EASEMENT SUBORDINATION AREA - TRACT Z-5**

**SECTION 20 - TOWNSHIP 45 SOUTH - RANGE 43 EAST**

**DESCRIPTION**

*A parcel of land being all of TRACT Z-5, BOYNTON TOWN CENTER, A P.C.D., as recorded in Plat Book 106, Pages 144-151 of the Public Records of Palm Beach County, Florida, (said parcel also lying within an existing F.P.L. Easement recored in Official Record Book 11709, Page 52 of the Public Records of Palm Beach County, Florida) said parcel being more particularly described as follows:*

*BEGIN at the Southeast Corner of C3-PARCEL 5 of said BOYNTON TOWN CENTER, A P.C.D.;*

*THENCE on an assumed bearing of N89°48'57"E a distance of 39.14 feet;*

*THENCE S77°46'36"E a distance of 39.56 feet;*

*THENCE S89°48'57"W a distance of 320.66 feet;*

*THENCE N45°47'05"W a distance of 12.15 feet;*

*THENCE N89°48'57"E a distance of 251.56 feet to the POINT OF BEGINNING;*

*Said parcel of land situate within the City of Boynton Beach, Palm Beach County, Florida, containing 2,598.25 Square Feet, more or less.*

REVISIONS

DATE

BY

REVISIONS	DATE	BY

SHEET 2 OF 2

DATE OF SKETCH  
02/20/08

DRAWN BY  
WSP

CHECKED BY  
WSP

FILE NAME  
PBC-Z5-FPL

Return To: Right-of-way Acquisition Section  
Name: Palm Beach County Engineering  
Address: Post Office Box 21229  
West Palm Beach Florida 33416  
Attn: Kat  
Account No.: 1010 W/C BOX 1066

This Instrument Prepared By:  
Name: Paul F. King, Esq.  
Assistant County Attorney  
Post Office Box 21229  
West Palm Beach, Florida 33416  
P.I.N.: 08-43-45-20-01-000-029.3

Not to be recorded without Board of County Commissioners Acceptance Date

Project No.: 1993901  
Project Name: Old Boynton Road  
Parcel No.: OB-05

**SUBORDINATION OF UTILITY INTERESTS  
TO PALM BEACH COUNTY, FLORIDA**

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the **COUNTY OF PALM BEACH** (hereinafter the "County"), and **Florida Power & Light Company** whose mailing address is hereinafter the "Utility").

WHEREAS, the Utility presently has easements in certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility and at the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the subordinated property (hereinafter "Property"), described in Exhibit AA@ attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent conflict between the facilities so that the benefits of each may be retained;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interest in that portion of the following easements lying within the Property, to the interest of the County, its successors or assigns, through, under, upon or across the Property;

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK AND PAGE</u>
Easement	5/27/1983	Morningstar, et al	Florida Power & Light Co.	ORB3956-1867

2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment or relocation, caused by the County's actions, including the cost of acquiring the necessary easements.
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4. The Utility agrees to repair any damage to the County's facilities and to indemnify and hold harmless the County against any loss or damage resulting from the Utility exercising its rights outlined in paragraph 2 and 3 above.
5. These terms and conditions shall be attached as an addendum to the permit, if



any, required by the County for location of facilities on the Property.  
6. This agreement is not assignable except to the State of Florida for the purposes described herein.  
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the  
State of Florida  
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Clerk (or Deputy Clerk)

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_, by \_\_\_\_\_,  
Chairman, Board of County Commissioners, who is personally known to me and who did not  
take an oath.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Florida Power & Light Company  
NAME OF UTILITY

Michelle M. Kahmann  
witness Signature

By: \_\_\_\_\_  
Signature  
J. T. Corson

Michelle M. Kahmann  
Print Name of Witness

\_\_\_\_\_  
Corp. Real Estate  
Project Manager  
Title

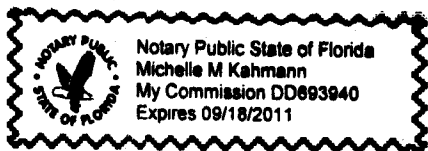
Tammy Jauchman  
witness Signature

Tammy Jauchman  
Print Name of witness

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of  
Sept 2008, by J. T. Corson, who is personally  
known to me, or who supplied \_\_\_\_\_ as identification, and  
who ~~did~~/did not take an oath.

SEAL



Michelle M. Kahmann  
NOTARY PUBLIC

266-LGL REV. 11/19/02

Exhibit "A"

**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

19006 1ST STREET S.W., LUTZ, FL 33548

PHONE (813) 909-2420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:  
LB 7188, STATE OF FLORIDA

**SKETCH AND DESCRIPTION**

**F.P.L. EASEMENT SUBORDINATION AREA - PARCEL OB-05**

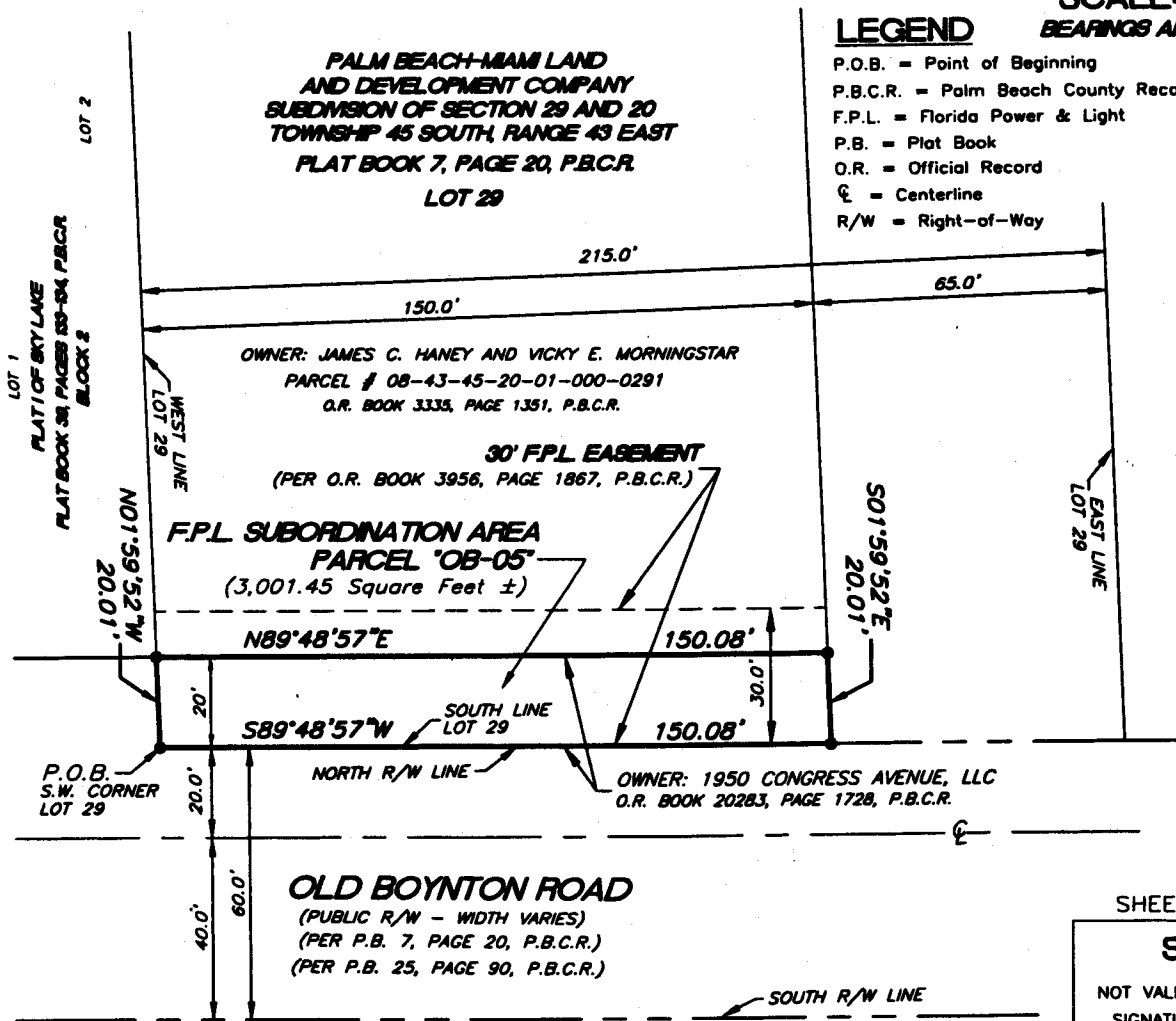
**SECTION 20 - TOWNSHIP 45 SOUTH - RANGE 43 EAST**



**SCALE: 1" = 40'**  
BEARINGS ARE ASSUMED

**LEGEND**

- P.O.B. = Point of Beginning
- P.B.C.R. = Palm Beach County Records
- F.P.L. = Florida Power & Light
- P.B. = Plat Book
- O.R. = Official Record
- ℄ = Centerline
- R/W = Right-of-Way



**PALM BEACH-MIAMI LAND AND DEVELOPMENT COMPANY**  
SUBDIVISION OF SECTION 29 AND 20  
TOWNSHIP 45 SOUTH, RANGE 43 EAST  
PLAT BOOK 7, PAGE 20, P.B.C.R.  
**LOT 29**

**OWNER: JAMES C. HANEY AND VICKY E. MORNINGSTAR**  
PARCEL # 08-43-45-20-01-000-0291  
O.R. BOOK 3335, PAGE 1351, P.B.C.R.

**30' F.P.L. EASEMENT**  
(PER O.R. BOOK 3956, PAGE 1867, P.B.C.R.)

**F.P.L. SUBORDINATION AREA**  
**PARCEL 'OB-05'**  
(3,001.45 Square Feet ±)

**OWNER: 1950 CONGRESS AVENUE, LLC**  
O.R. BOOK 20283, PAGE 1728, P.B.C.R.

**OLD BOYNTON ROAD**  
(PUBLIC R/W - WIDTH VARIES)  
(PER P.B. 7, PAGE 20, P.B.C.R.)  
(PER P.B. 25, PAGE 90, P.B.C.R.)

SHEET 1 OF 2

**SEAL**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**BEARING NOTE**

THE BEARINGS SHOWN HEREON ARE ASSUMED AND ARE REFERENCED TO THE SOUTH LINE OF LOT 29

**THIS SKETCH IS NOT A SURVEY**

**CERTIFICATE**

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

REVISIONS	DATE	BY

PROFESSIONAL SURVEYOR AND MAPPER #LS 5685, STATE OF FLORIDA			
WILLIAM S. PAYNE		WSP CONSULTANTS, INC., #LB7188	
DATE OF SKETCH	DRAWN BY	CHECKED BY	FILE NAME
06/10/08	WSP	WSP	PBC-OB5-FPL

**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

19006 1ST STREET S.W., LUTZ, FL 33548

PHONE (813) 909-2420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:  
LB 7188, STATE OF FLORIDA

**SKETCH AND DESCRIPTION**

**F.P.L. EASEMENT SUBORDINATION AREA - PARCEL OB-05**

**SECTION 20 - TOWNSHIP 45 SOUTH - RANGE 43 EAST**

**DESCRIPTION**

*A parcel of land being a portion of Lot 29, PALM BEACH-MIAMI LAND AND DEVELOPMENT COMPANY SUBDIVISION OF SECTION 29 AND 20, TOWNSHIP 45 SOUTH, RANGE 43 EAST as recorded in Plat Book 7, Page 20 of the Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows:*

*BEGIN at the Southwest corner of said Lot 29;*

*THENCE on an assumed bearing of N01°59'52"W along the West line of said Lot 29 a distance of 20.01 feet to a point on a line 20.00 feet North of and parallel with the South line of said Lot 29;*

*THENCE N89°48'57"E along said parallel line a distance of 150.08 feet to a point on a line 65.00 feet West of and parallel with the East line of said Lot 29;*

*THENCE S01°59'52"E along said parallel line a distance of 20.01 feet to a point on the South line of said Lot 29;*

*THENCE S89°48'57"W along said South line a distance of 150.08 feet to the POINT OF BEGINNING;*

*Said parcel situate within the City of Boynton Beach, Palm Beach County, Florida, containing 3,001.45 square feet, more or less.*

REVISIONS	DATE	BY	SHEET 2 OF 2			
			DATE OF SKETCH	DRAWN BY	CHECKED BY	FILE NAME
			06/10/08	WSP	WSP	PBC-OB6-FPL

Return To: Right-of-Way Acquisition Section  
Name: Palm Beach County Engineering  
Address: Post Office Box 21229  
West Palm Beach Florida 33416  
Attn: Kat  
Account No.: 1010 W/C BOX 1066

This Instrument Prepared By:  
Name: Paul F. King, Esq.  
Assistant County Attorney  
Post Office Box 21229  
West Palm Beach, Florida 33416  
P.I.N.: 08-43-45-20-01-000-028.2

Not to be recorded without Board of County Commissioners Acceptance Date

Project No.: 1993901  
Project Name: Old Boynton Road  
Parcel No.: OB-07

**SUBORDINATION OF UTILITY INTERESTS  
TO PALM BEACH COUNTY, FLORIDA**

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between the COUNTY OF PALM BEACH (hereinafter the "County"), and Florida Power & Light Company whose mailing address is hereinafter the "Utility").

WHEREAS, the Utility presently has easements in certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility and at the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the subordinated property (hereinafter "Property"), described in Exhibit AA@ attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent conflict between the facilities so that the benefits of each may be retained;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interest in that portion of the following easements lying within the Property, to the interest of the County, its successors or assigns, through, under, upon or across the Property;

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK AND PAGE</u>
Easement	8/30/1979	Church of God Boynton Beach	Florida Power & Light Co.	ORB3127-114

2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment or relocation, caused by the County's actions, including the cost of acquiring the necessary easements.
3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, bushes, and growth which might endanger or interfere with the operation and safety of the Utility's facilities.
4. The Utility agrees to repair any damage to the County's facilities and to indemnify and hold harmless the County against any loss or damage resulting from the Utility exercising its rights outlined in paragraph 2 and 3 above.
5. These terms and conditions shall be attached as an addendum to the permit, if

any, required by the County for location of facilities on the Property.  
6. This agreement is not assignable except to the State of Florida for the purposes described herein.  
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Clerk (or Deputy Clerk)

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, Chairman, Board of County Commissioners, who is personally known to me and who did not take an oath.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Florida Power & Light Company  
NAME OF UTILITY

Michelle M. Kah  
Witness Signature

By: \_\_\_\_\_  
Signature  
J. T. Corson

Michelle M. Kahmann  
Print Name of Witness

\_\_\_\_\_  
Print Name

Corp Real Estate  
Project Manager

\_\_\_\_\_  
Title

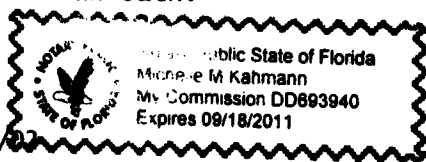
Tommy Taufmann  
Witness Signature

Tommy Taufmann  
Print Name of witness

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of Sept, 2008, by J. T. Corson, who is personally known to me, or who supplied \_\_\_\_\_ as identification, and who did/did not take an oath.

Michelle M. Kah  
NOTARY PUBLIC



SEAL

266-LGL REV. 11/19/02

Exhibit "A"

**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

19006 1ST STREET S.W., LUTZ, FL 33548

PHONE (813) 909-2420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:  
LB 7188, STATE OF FLORIDA

**SKETCH AND DESCRIPTION**

**F.P.L. EASEMENT SUBORDINATION AREA - PARCEL OB-07**

**SECTION 20 - TOWNSHIP 45 SOUTH - RANGE 43 EAST**



**SCALE: 1" = 40'**  
**BEARINGS ARE ASSUMED**

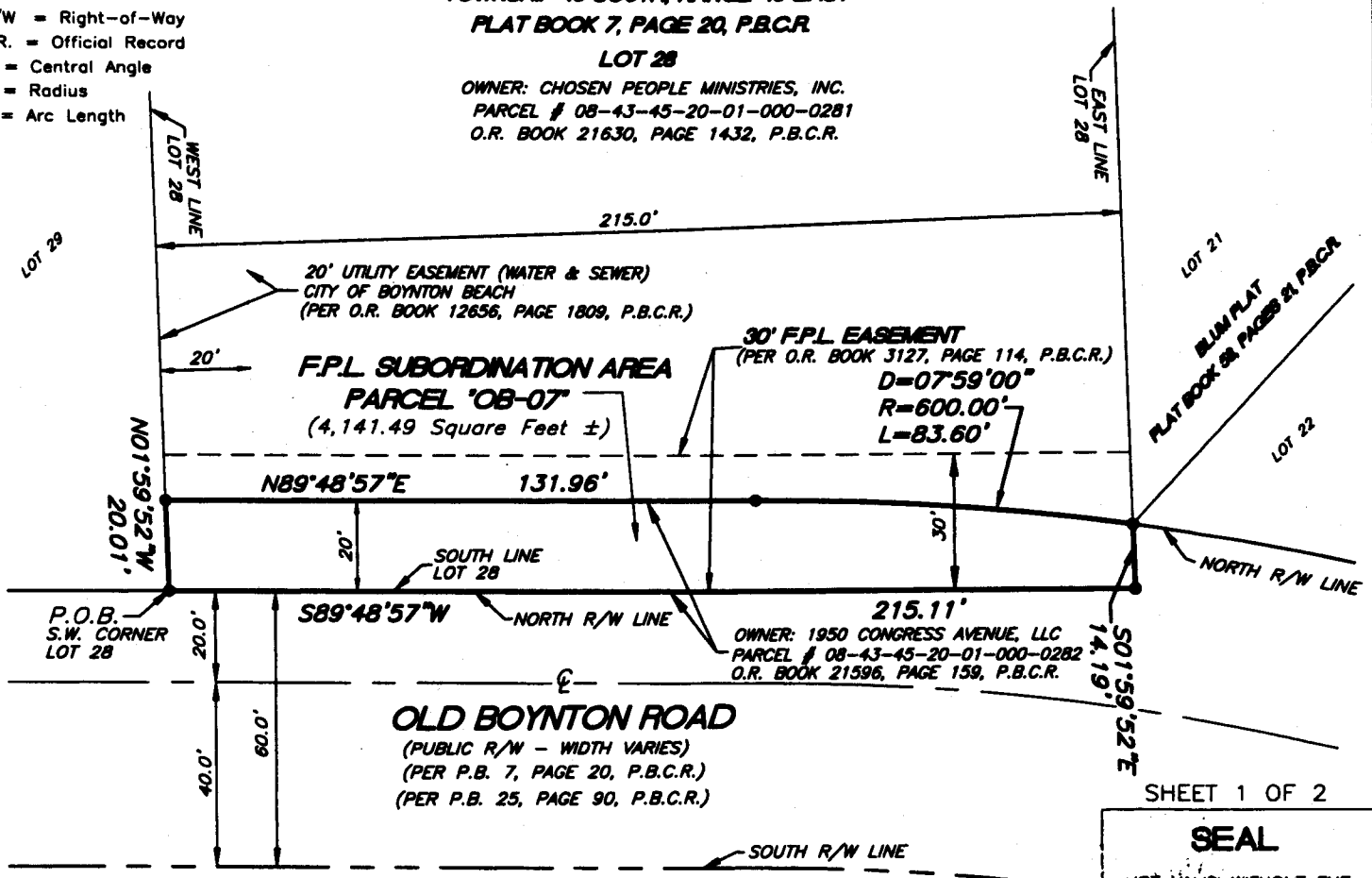
**LEGEND**

- P.O.B. = Point of Beginning
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- ℄ = Centerline
- R/W = Right-of-Way
- O.R. = Official Record
- D = Central Angle
- R = Radius
- L = Arc Length

**PALM BEACH-MIAM LAND  
AND DEVELOPMENT COMPANY  
SUBMISSION OF SECTION 20 AND 20  
TOWNSHIP 45 SOUTH, RANGE 43 EAST  
PLAT BOOK 7, PAGE 20, P.B.C.R.**

**LOT 28**

OWNER: CHOSEN PEOPLE MINISTRIES, INC.  
PARCEL # 08-43-45-20-01-000-0281  
O.R. BOOK 21630, PAGE 1432, P.B.C.R.



SHEET 1 OF 2

**SEAL**

NOT VALID WITHOUT THE  
SIGNATURE AND THE  
ORIGINAL RAISED SEAL  
OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER

**BEARING NOTE**

THE BEARINGS SHOWN HEREON ARE ASSUMED AND ARE REFERENCED TO THE SOUTH LINE OF LOT 28

**THIS SKETCH IS NOT A SURVEY**

**CERTIFICATE**

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

REVISIONS	DATE	BY

*WSP Payne*

PROFESSIONAL SURVEYOR AND MAPPER #LS 5685, STATE OF FLORIDA  
WILLIAM S. PAYNE      WSP CONSULTANTS, INC., #LB7188

DATE OF SKETCH 02/20/08	DRAWN BY WSP	CHECKED BY WSP	FILE NAME PBC-OB7-FPL
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**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

19006 1ST STREET S.W., LUTZ, FL 33548

PHONE (813) 909-2420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:  
LB 7168, STATE OF FLORIDA

**SKETCH AND DESCRIPTION**

**F.P.L. EASEMENT SUBORDINATION AREA - PARCEL OB-07**

**SECTION 20 - TOWNSHIP 45 SOUTH - RANGE 43 EAST**

**DESCRIPTION**

*A parcel of land being a portion of Lot 28, PALM BEACH-MIAMI LAND AND DEVELOPMENT COMPANY SUBDIVISION OF SECTION 29 AND 20, TOWNSHIP 45 SOUTH, RANGE 43 EAST as recorded in Plat Book 7, Page 20 of the Public Records of Palm Beach County, Florida, (said parcel also lying within an existing F.P.L. Easement recored in Official Record Book 3127, Page 114 of the Public Records of Palm Beach County, Florida) said parcel being more particularly described as follows:*

*BEGIN at the Southwest corner of said Lot 28;*

*THENCE on an assumed bearing of N01°59'52"W along the West line of said Lot 28 a distance of 20.01 feet to a point on a line 20.00 feet North of and parallel with the South line of said Lot 28;*

*THENCE N89°48'57"E along said parallel line a distance of 131.96 feet to a point of curvature of a tangent curve concave to the Southwest;*

*THENCE Easterly and Southeasterly along the arc of said curve to the right, having a central angle of 7°59'00" and a radius of 600.00 feet for an arc length of 83.60 feet to a point on a non-tangent line, said line also being the East line of said Lot 28;*

*THENCE S01°59'52"E along said East line a distance of 14.19 feet to a point on the South line of said Lot 28;*

*THENCE S89°48'57"W along said South line a distance of 215.11 feet to the POINT OF BEGINNING;*

*Said parcel situate within the City of Boynton Beach, Palm Beach County, Florida, containing 4,141.49 square feet, more or less.*

REVISIONS

DATE

BY

REVISIONS	DATE	BY

SHEET 2 OF 2

DATE OF SKETCH  
02/20/08

DRAWN BY  
WSP

CHECKED BY  
WSP

FILE NAME  
PBC-087-FPL

Return To: Right-of-way Acquisition Section  
Name: Palm Beach County Engineering  
Address: Post Office Box 21229  
West Palm Beach Florida 33416  
Attn: Kat  
Account No.: 1010 W/C BOX 1066

This Instrument Prepared By:  
Name: Paul F. King, Esq.  
Assistant County Attorney  
Post Office Box 21229  
West Palm Beach, Florida 33416  
P.I.N.: 08-43-45-20-01-000-029.4

Not to be recorded without Board of County Commissioners Acceptance Date

Project No.: 1993901  
Project Name: Old Boynton Road  
Parcel No.: 08-06

**SUBORDINATION OF UTILITY INTERESTS  
TO PALM BEACH COUNTY, FLORIDA**

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between the **COUNTY OF PALM BEACH** (hereinafter the "County"), and Florida Power & Light Company whose mailing address is hereinafter the "Utility").

WHEREAS, the Utility presently has easements in certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility and at the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the subordinated property (hereinafter "Property"), described in Exhibit AA@ attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent conflict between the facilities so that the benefits of each may be retained;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interest in that portion of the following easements lying within the Property, to the interest of the County, its successors or assigns, through, under, upon or across the Property;

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK AND PAGE</u>
Easement	1/23/1980	Leigh Hunt	Florida Power & Light Co.	ORB3218-269

2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment or relocation, caused by the County's actions, including the cost of acquiring the necessary easements.
3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, bushes, and growth which might endanger or interfere with the operation and safety of the Utility's facilities.
4. The Utility agrees to repair any damage to the County's facilities and to indemnify and hold harmless the County against any loss or damage resulting from the Utility exercising its rights outlined in paragraph 2 and 3 above.
5. These terms and conditions shall be attached as an addendum to the permit, if



any, required by the County for location of facilities on the Property.  
6. This agreement is not assignable except to the State of Florida for the purposes described herein.  
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Clerk (or Deputy Clerk)

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ Chairman, Board of County Commissioners, who is personally known to me and who did not take an oath.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

~~Florida Power & Light Company~~  
NAME OF UTILITY

Michelle M. Kahmann  
Witness Signature

By: \_\_\_\_\_  
Signature  
J. T. Corson

Michelle M. Kahmann  
Print Name of witness

\_\_\_\_\_  
Corp. Real Estate  
Project Manager  
Title

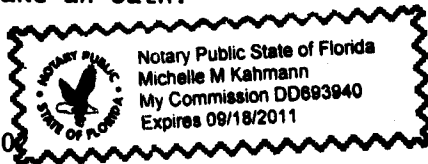
Tammy Taufman  
Witness Signature

Tammy Taufman  
Print Name of witness

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of Sept, 2008, by J. T. Corson, who is personally known to me, or who supplied \_\_\_\_\_ as identification, and who did/did not take an oath.

SEAL



Michelle M. Kahmann  
NOTARY PUBLIC

266-LGL REV. 11/19/08

**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

19006 1ST STREET S.W., LUTZ, FL 33548

PHONE (813) 909-2420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:  
LB 7188, STATE OF FLORIDA

**SKETCH AND DESCRIPTION**

**F.P.L. EASEMENT SUBORDINATION AREA - PARCEL OB-06**

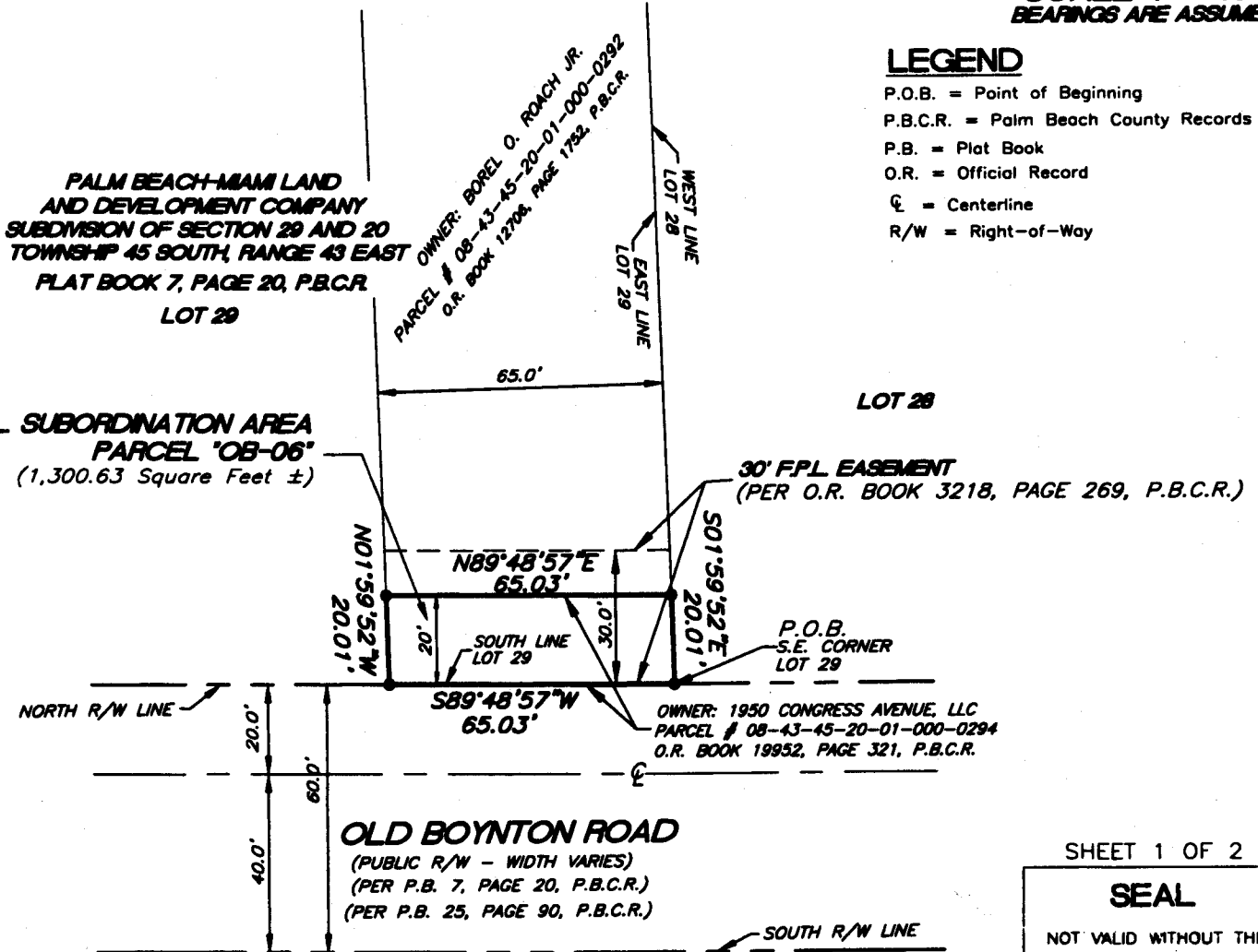
**SECTION 20 - TOWNSHIP 45 SOUTH - RANGE 43 EAST**



**SCALE: 1" = 40'**  
BEARINGS ARE ASSUMED

**LEGEND**

- P.O.B. = Point of Beginning
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- O.R. = Official Record
- ℄ = Centerline
- R/W = Right-of-Way



SHEET 1 OF 2

**SEAL**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**BEARING NOTE**

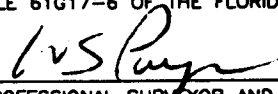
THE BEARINGS SHOWN HEREON ARE ASSUMED AND ARE REFERENCED TO THE SOUTH LINE OF LOT 29

**THIS SKETCH IS NOT A SURVEY**

**CERTIFICATE**

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

REVISIONS	DATE	BY

  
 PROFESSIONAL SURVEYOR AND MAPPER #LS 5685, STATE OF FLORIDA  
**WILLIAM S. PAYNE**  
 WSP CONSULTANTS, INC., #LB7188

DATE OF SKETCH 02/20/08	DRAWN BY WSP	CHECKED BY WSP	FILE NAME PBC-OB6-FPL
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**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

19006 1ST STREET S.W., LUTZ, FL 33548

PHONE (813) 909-2420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:  
LB 7188, STATE OF FLORIDA

**SKETCH AND DESCRIPTION**

**F.P.L. EASEMENT SUBORDINATION AREA - PARCEL OB-06**

**SECTION 20 - TOWNSHIP 45 SOUTH - RANGE 43 EAST**

**DESCRIPTION**

*A parcel of land being a portion of Lot 29, PALM BEACH-MIAMI LAND AND DEVELOPMENT COMPANY SUBDIVISION OF SECTION 29 AND 20, TOWNSHIP 45 SOUTH, RANGE 43 EAST as recorded in Plat Book 7, Page 20 of the Public Records of Palm Beach County, Florida, (said parcel also lying within an existing F.P.L. Easement recored in Official Record Book 3218, Page 269 of the Public Records of Palm Beach County, Florida) said parcel being more particularly described as follows:*

*BEGIN at the Southeast corner of said Lot 29;*

*THENCE on an assumed bearing of S89°48'57"W along the South line of said Lot 29 a distance of 65.03 feet to a point on a line 65.00 feet West of and parallel with the East line of said Lot 29;*

*THENCE N01°59'52"W along said parallel line a distance of 20.01 feet to a point on a line 20.00 feet North of and parallel with the South line of said Lot 29;*

*THENCE N89°48'57"E along said parallel line a distance of 65.03 feet to a point on the East line of said Lot 29;*

*THENCE S01°59'52"E along said East line a distance of 20.01 feet to the POINT OF BEGINNING;*

*Said parcel situate within the City of Boynton Beach, Palm Beach County, Florida, containing 1,300.63 square feet, more or less.*

REVISIONS

DATE

BY

REVISIONS	DATE	BY

SHEET 2 OF 2

DATE OF SKETCH  
02/20/08

DRAWN BY  
WSP

CHECKED BY  
WSP

FILE NAME  
PBC-OB6-FPL