

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

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<b>Meeting Date:</b>	May 5, 2009	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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**Department:** Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a Sidewalk Easement in favor of the City of Lake Worth (City) across vacant County property located at 725 Latona Avenue, in the City of Lake Worth.



**Summary:** The County owns a .14 acre vacant lot on Latona Avenue in Lake Worth. The City requires a sidewalk easement for public access across the County lot to complete the sidewalk system along Latona Avenue as part of the City's Osborne Neighborhood Streetscape Plan. The Streetscape Plan is a project funded by the County's Housing and Community Development CDBG program and will provide for the installation of continuous sidewalks on both sides of Latona Avenue. The easement is 90' x 5' (450 square feet/.01 acres). This is a perpetual non-exclusive easement and is being granted to the City at no charge as it will provide for a public sidewalk. **(PREM) District 7 (JMB)**

**Background and Justification:** On November 8, 2004, the County acquired this lot by Tax Deed. In 2003, the City identified Latona Avenue as one of the streets that should be incorporated into the Osborne Neighborhood Streetscape Plan. Currently, there is no continuous sidewalk system along Latona Avenue. To complete this project, the City has requested that the County grant the Sidewalk Easement. This project will help meet the infrastructure needs of the neighborhood. Construction of the improvements is already in progress and is scheduled for completion by July 31, 2009.

**Attachments:**

1. Location Map
2. Sidewalk Easement

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<b>Recommended By:</b>		4/17/09
	<b>Department Director</b>	<b>Date</b>
<b>Approved By:</b>		4/28/09
	<b>County Administrator</b>	<b>Date</b>

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	0	_____	_____	_____	_____
Operating Costs	0	_____	_____	_____	_____
External Revenues	0	_____	_____	_____	_____
Program Income (County)	0	_____	_____	_____	_____
In-Kind Match (County)	0	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	0	_____	_____	_____	_____
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:**

Jim Orl 4/22/09  
OFMB  
①  
4/22/09 CN 4/22/09

Ann J. Janda 4/23/09  
Contract Development and Control

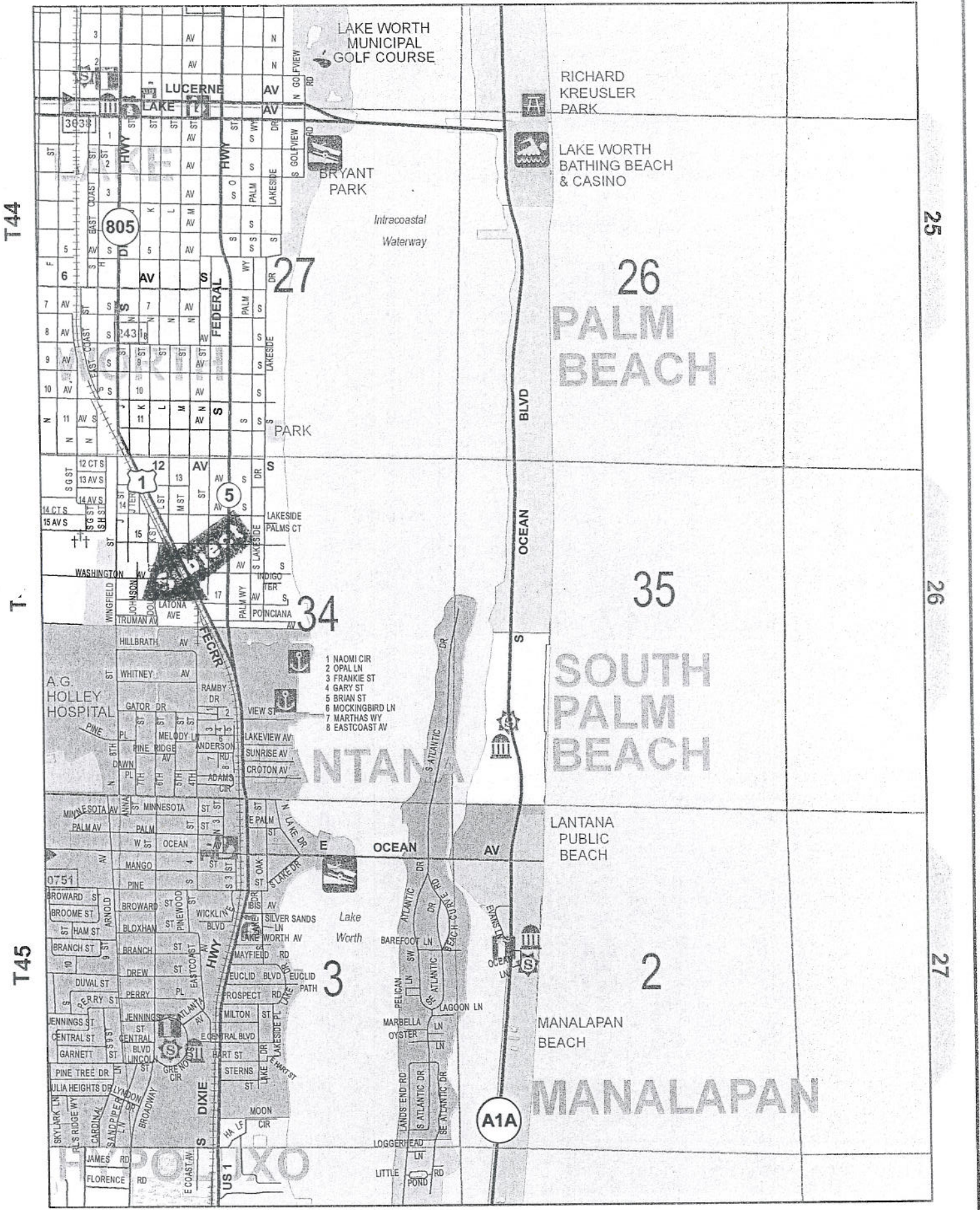
**B. Legal Sufficiency:**

James Bush 4/28/09  
Assistant County Attorney

**C. Other Department Review:**

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

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



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# LOCATION MAP



ATT.#1

Prepared by and Return To:  
Katrina L. Gilbert  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

Property Control Number: 38-43-44-34-02-000-0340 portion of

### SIDEWALK EASEMENT

**THIS SIDEWALK EASEMENT** ("Easement") granted this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County"), whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401, and the **CITY OF LAKE WORTH**, a municipal corporation existing under the laws of the State of Florida, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460 (the "City").

**WHEREAS**, County is the owner of a certain parcel of land located in the City of Lake Worth; and

**WHEREAS**, County has agreed to grant to the City a sidewalk easement in favor of the public over and across a portion of County's property for ingress and egress to and from the public streets and roadways contiguous to the property.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County hereby grants, bargains and conveys to the City a perpetual, non-exclusive easement over a portion of County's land legally described as

the North 5' of Lots 34 and 35, Amended Plat of Latona Court, according to the plat thereof as recorded in Plat Book 11, Page 26, of the Public Records of Palm Beach County, Florida,

(hereinafter referred to as the "Easement Area") upon the terms, covenants and conditions hereinafter set forth:

1. County hereby grants to the City and dedicates to the public a perpetual, non-exclusive easement over and across the Easement Area as a public pedestrian way of passage for ingress, egress and access to and from the public streets and roadways owned by the City contiguous thereto.
2. City shall construct and maintain the sidewalk on or within the Easement Area in good condition and in good repair at City's sole cost and expense and in accordance with the approved plans and all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances.
3. City shall cause any contractor or subcontractor performing work within the Easement Area on behalf of City to maintain in full force and effect, at all times during the performance of such work, General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, bodily injury and property damage liability coverage, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Area, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages.

Except for Workers Compensation, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

4. Neither County's nor City's interest in the Easement Area shall be subject to liens arising from City's or any other person or entity's use of the Easement Area or exercise of the rights granted hereunder. City shall promptly cause any lien imposed against the Easement Area to be discharged or transferred to bond.
5. City shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of City's negligence in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by City to indemnify County for County's negligent, willful or intentional acts or omissions.

6. If the City, its successor or assigns, shall ever abandon the Easement granted hereby or cease to use same, this Easement shall automatically terminate.
7. This Easement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.
8. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
9. County reserves all rights of ownership in and to the Property which are not inconsistent with the Easement granted hereby, including, without limitations, the right to grant further easements on, over under or across the Property, provided, however, that no further easement hereinafter granted by the County shall permit a use which materially interferes with the pedestrian access use dedicated to the public hereunder.
10. This Easement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.
11. By exercise of the rights granted to the City by this instrument, the City acknowledges and agrees that the conditions and restrictions imposed herein shall bind and be enforceable against the City, its successors and assigns to the same extent as if such party had physically executed this instrument.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the County has caused this Easement to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

COUNTY:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By: REH Anthony Wolf  
Department Director



# CERTIFICATE OF LIABILITY INSURANCE

OP ID VJ  
ROSPA01

DATE (MM/DD/YYYY)

04/09/09

<b>PRODUCER</b> Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311 Phone: 954-735-5500 Fax: 954-735-2852		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Rosso Paving & Drainage, Inc. Rosso Realty LLC Attn: Ms. Nancy Rosso 350 Martin Lane West Palm Beach FL 33413		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>The Travelers Indemnity Co.</b>	
		INSURER B: <b>St. Paul Travelers</b>	00070
		INSURER C: <b>Phoenix Insurance Co.</b>	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b> <input checked="" type="checkbox"/> <b>Blknt Addtl Insd</b> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	DTCO0280B79AIND09	01/06/09	01/06/10	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DT8100280B79AIND09	01/06/09	01/06/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC AGG	\$
B		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	DTSMCUP0280B79ATIL10	01/06/09	01/06/10	EACH OCCURRENCE	\$ 1000000
						AGGREGATE	\$ 1000000
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C		<b>OTHER</b> Equipment Floater Leased/Rented	QT6604083B70APHX09	01/06/09	01/06/10	Lease/Ren Ded	100000 5000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Palm Beach County BOCC, Property & Real Estate Management, 2633 Vista Parkway, West Palm Beach, FL33411 and City of Lake Worth are listed as Additional Insured with respects to General Liability only. RE: Palm Beach County Sidewalk Easement. \*10 days notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  PALBE23  Palm Beach County BOCC Property & Real Estate Management 2633 Vista Parkway West Palm Beach FL 33411-5605	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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