

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	May 19, 2009	Consent <input checked="" type="checkbox"/> [X]	Regular <input type="checkbox"/> []
		Public Hearing <input type="checkbox"/> []	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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I. EXECUTIVE BRIEF


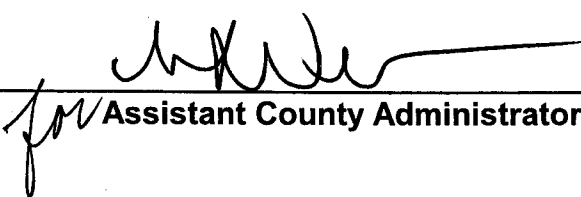
Staff recommends motion to accept: an Access Easement from Jimbo Corporation providing for authority to access certain utility facilities.

Summary: During the processing of Jimbo Corporation's application to connect the existing building to the County's wastewater system, County staff identified a need for an easement to provide County with adequate access to an existing wastewater force main located outside of Jimbo Corporation property. The force main was installed in Congress Avenue right of way as part of an assessment project to serve adjacent commercial properties. Currently, access to that portion of the force main adjacent to Jimbo Corporation property is limited, due to substandard width of the right of way adjacent to the force main. This Access Easement from Jimbo Corporation will provide greater access and help minimize the impact on traffic during repair/maintenance of the force main adjacent to the property. Jimbo Corporation has agreed to grant the County an Access Easement at no cost. (WUD Project No. 08-535) District 3 (MJ)

Background and Justification: The Board of County Commissioners has delegated the authority to the Director of Water Utilities to accept certain easement documents set forth in the WUD's Uniform Policies and Procedures Manual (UPAP). The Access Easement from Jimbo Corporation is a non-standard type of easement, and is therefore being brought to the Board for approval.

Attachments:

- 1. Two (2) Original Access Easements
- 2. Location Map

Recommended By:		4/28/09
	Department Director	Date
Approved By:		5/12/09
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
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>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>
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:

* No Fiscal Impact

C. Department Fiscal Review: Julia Morest

III. REVIEW COMMENTS

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

Jim Oml 5-9-09
285/6/09 OFMB m 5/1/09 CN 4/29/09

Dr. J. Jacob 5/11/09
Contract Development and Control

B. Legal Sufficiency:

[Signature] 5/13/09
Assistant County Attorney

* Summary needs to be modified
to conform w/ summary
in agenda.

C. Other Department Review:

Department Director

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

Prepared by and Return to:
Gerald R. Pumphrey, Esq.
Greenway Professional Center
4495 Military Trail - #201
Jupiter, FL 33458

ACCESS EASEMENT

This Access Easement is made, granted and entered into this _____ day of _____, 2009, by and between **Jimbo Corporation**, hereinafter referred to as "Grantor", whose address is 312 South Congress Avenue, West Palm Beach, Florida 33406, and **Palm Beach County**, hereinafter referred to as "Grantee", c/o of Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

Whereas, Grantor owns the property described on **Exhibit "A"** attached hereto and made a part hereof by reference, hereinafter referred to as "Property"; and

Whereas, In order for Grantee to provide potable water, waste water and/or reclaimed water service, hereinafter referred to as "**Utility Service**", to the Property Grantee requires that Grantor provide Grantee with an Access Easement over a particular parcel of the Property, said parcel hereinafter referred to as "**Easement Premises**", prior to Grantee permitting Grantor to connect to Grantee's Utility Service; and

Whereas, Grantor desires to grant an Access Easement over the Easement Premises to Grantee in order to obtain Utility Service;

Now, Therefore, in consideration of the sum of **Ten Dollars (\$10)** and other valuable consideration, the receipt and sufficiency are hereby acknowledged, Grantor and Grantee hereby agree as follows:

Witnesseth:

Grantor does hereby grant to Grantee, its successors and assigns, a perpetual Access Easement to, upon, over and across the Easement Premises which shall permit Grantee the authority to enter upon the Easement Premises at any time to access certain Utility Service Facilities of Grantee located outside of the Easement Premises. The Easement Premises hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows: **See Exhibit "B"** attached hereto and made a part hereof. For purpose of this Access Easement, "Utility Service Facilities" shall be defined as the force main of Grantee presently located under Congress Avenue.

Grantee hereby covenants for itself and its successors and/or assigns with Grantor that Grantee shall only utilize said Easement Premises to access Grantee's Utility Service Facilities that are not located on Grantor's Property or the Easement Premises. Grantee shall only utilize the Easement Premises for the purposes of repair and/or replacement of the Utility Service that are not located on the Easement Premises. Grantee hereby covenants with Grantor that Grantee shall at no time install any Utility Service and/or any other type of facility and equipment in the Easement Premises. Further, Grantee hereby covenants that at all times that Grantee is utilizing the Easement Premises, Grantee shall not impede the ingress or egress to Grantor's Property through the Easement Premises. At all times that Grantee is utilizing the Easement Premises, Grantee hereby covenants that (1) Grantee shall always provide Grantor free access to Grantor's Property through the Easement Premises; and (2) Grantee shall take no action in relation with Grantee's use of the Easement Premises that shall require Grantor to close the business that Grantor operates on the Property.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the Property and Easement Premises herein described, and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances, unless specifically stated to the contrary. Grantor further covenants for itself and its successors and assigns that access to, upon, over, and across the Easement Premises shall remain unimpeded in perpetuity. Notwithstanding the foregoing, any structures existing as of the date of granting this Access Easement shall not be

considered an impediment for purposes of this Access Easement. Namely, Grantor presently has located on the Easement Premises a foundation for a sign, a sign, a wall, a gargoyle, two lions on the wall and palm trees in planters pursuant to composite **Exhibit "C"** attached hereto.

In Witness Whereof, Grantor has set its hand and affixed its seal as of the day and year first indicated above.

Witnesses:

Stacy Senger

Stacy Senger
Printed Name

R. Gary Bradley
R. GARY BRADLEY
Printed Name

Grantor:

Jimbo Corporation

By: James M. Rose

James M. Rose
as President

State of Florida
County of Palm Beach

The foregoing Access Easement was sworn to and acknowledge before me this 26 day of March, 2009, by **James M. Rose**, as President of **Jimbo Corporation**, who is personally known to me, or ~~has produced~~ _____ (type of i.d.) as identification.

Witness my hand and official seal in the County and State last aforesaid this 26 day of March, 2009.



DANIEL L. O'CONNELL
MY COMMISSION # DD 680630
EXPIRES: July 28, 2011
Bonded Thru Budget Notary Services

D L O'Connell

Notary Public

My Commission Expires:

(Seal)

Daniel L O'Connell

Printed Name of Notary

Accepted By:

Attest:

**Sharon R. Bock, Clerk &
Comptroller**

**By: _____
Deputy Clerk**

(Seal)

**Approved As To Form and
Legal Sufficiency**

**By: _____
County Attorney**

**Palm Beach County, by its
Board of County
Commissioners**

**By: _____
John F. Koons
Chairperson**

**Approved As To Terms And
Conditions**

**By: _____
Department Director**

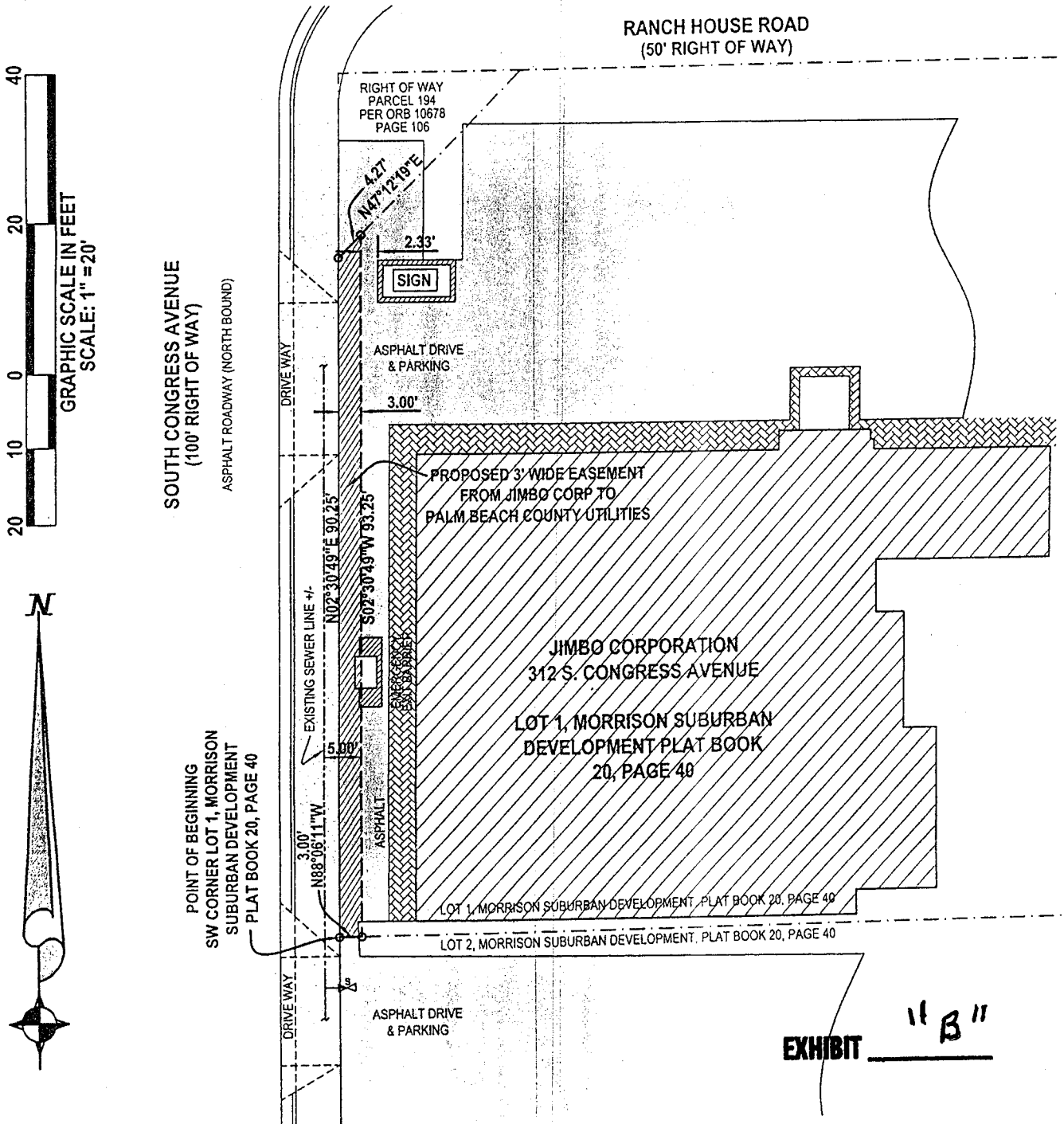
EXHIBIT "A"

Legal Description

The West 174 feet and the East 75 feet of Lot 1, MORRISON SUBURBAN DEVELOPMENT, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida; recorded in Plat Book 20, at Page 40.

LEGAL DESCRIPTION AND SKETCH
SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

PROPOSED PALM BEACH COUNTY UTILITY EASEMENT
JIMBO CORPORATION SITE / 312 SOUTH CONGRESS AVENUE
WEST PALM BEACH, FLORIDA 33406-3020



DL BLANTON, INC
SURVEYING & MAPPING LB7497
2721 Vista Parkway, Suite C-2
West Palm Beach, Florida 33411
Telephone: (561) 963-1953
Fax: (561) 642-6371
Email: DLBlanton@bellsouth.net

REFERENCE: 20/40 PB Co.

OFFICE: DLB

DATE: 2/19/2009

REVISIONS:

SCALE: 1" = 20'

DWG. NUMBER: 05-018-05 A

SHEET 2 OF 2

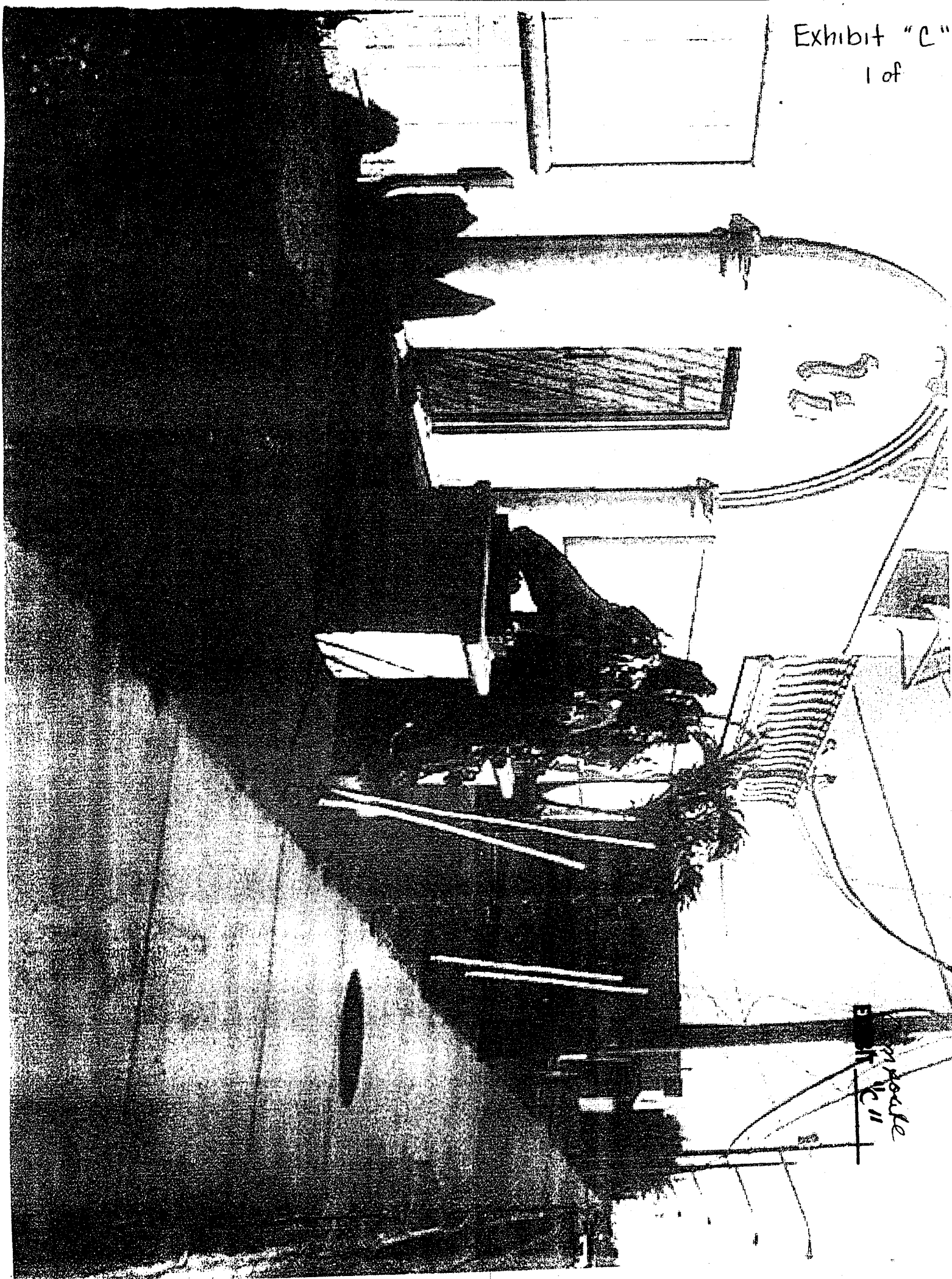
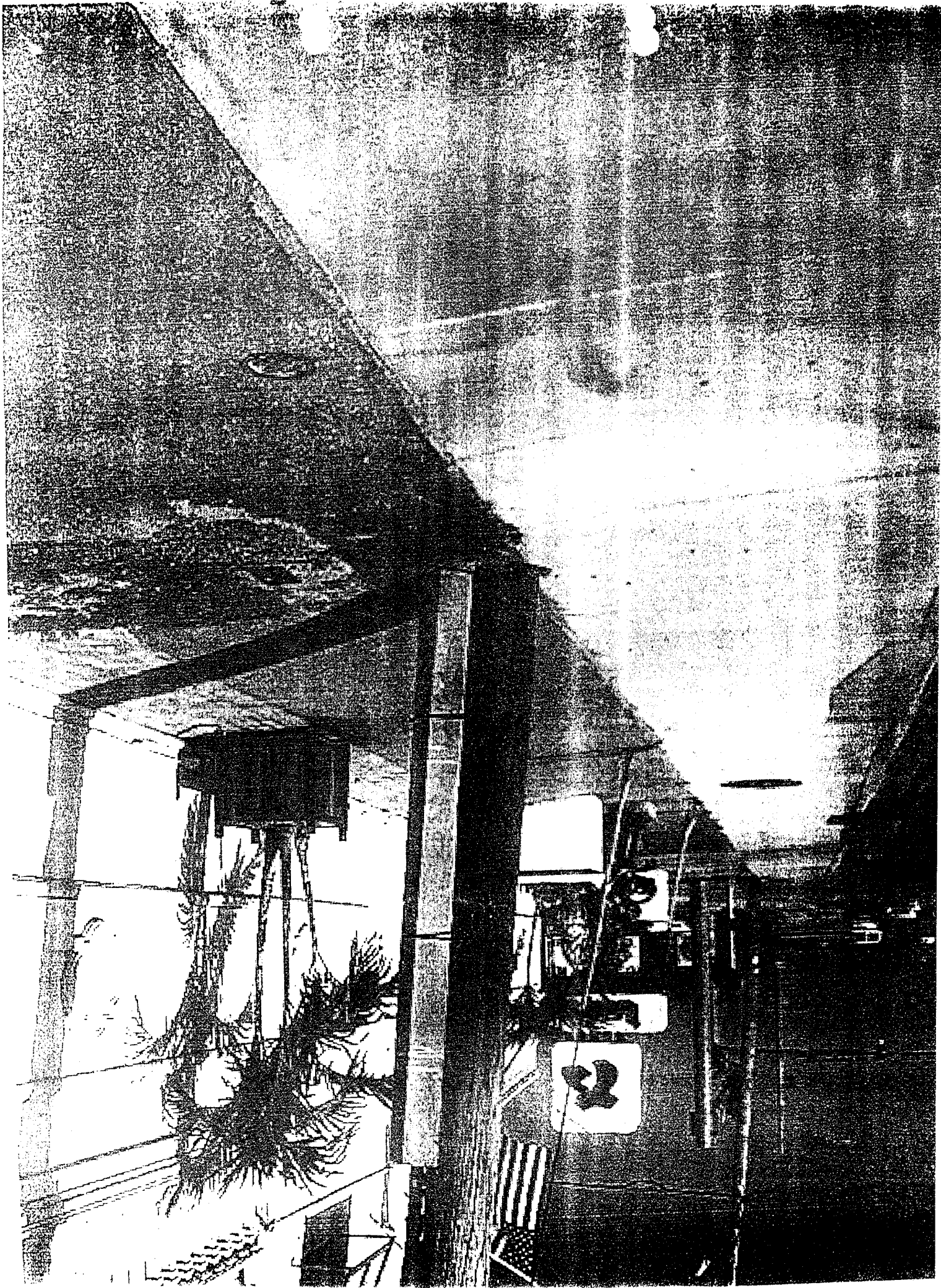
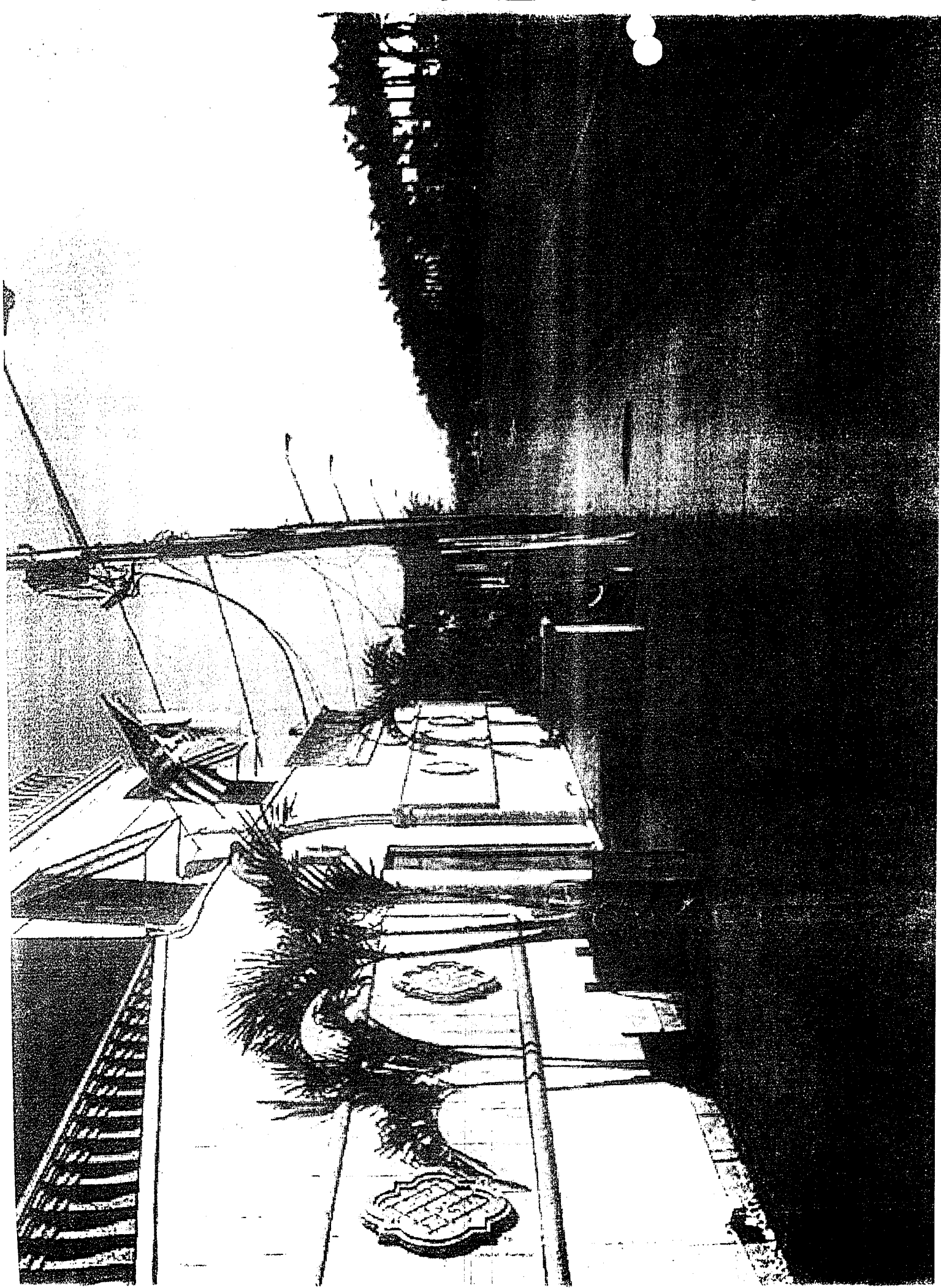


Exhibit "C"
1 of









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

- Legend
- P.B.C.W.U.D. SA
 - Mandatory Reclaimed SA
 - - - - - Palm Beach County Limits
 - ★ Administration
 - Water Reclamation Facility
 - ▲ Water Treatment Facility
 - ④ Wetlands



NOT TO SCALE

