

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: June 2, 2009 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department:
Submitted By: Department of Airports
Submitted For:
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I. EXECUTIVE BRIEF


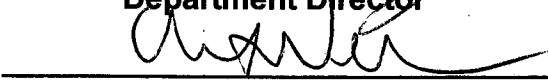
Motion and Title: Staff recommends motion to approve: A Utility Easement Agreement with Florida Power & Light for utility service to Palm Beach County Glades Airport.

Summary: Florida Power & Light (FPL) is requiring the County to grant a utility easement for electric utility facilities being installed to provide utility service at Palm Beach County Glades (Pahokee) Airport. **Countywide** (JMB)

Background and Justification: The Department of Airports is presently building a maintenance hangar at Pahokee Airport. The existing electrical service is single-phase. This new 3-phase service is needed to perform aircraft maintenance activities at the new hangar. The nearest proximity of existing 3-phase is located at northern boundaries of the Pahokee Airport, which will be used by FPL as the origination point of the proposed 3-phase service. It is necessary for the County to grant a utility easement to FPL for electric utility facilities being installed at Pahokee Airport to provide service to the new maintenance hangar building.

Attachments:

- 1. Utility Easement Agreement (2)

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Recommended By:  5/31/09
Department Director Date
Approved By:  5/13/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* SEE BELOW				
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is No Fiscal Impact for this item.

C. Departmental Fiscal Review: Michael Simms

III. REVIEW COMMENTS

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

5.8.09
Jan D... 5.9.09
 OFMB CN 5/8/09

Dr. J. ... 5/11/09
 Contract Dev. and Control
 The Utility Easement Agreement complies with our review requirements.

B. Legal Sufficiency:

James Brulo 5/13/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

Prepared by & Return to:

Laura Beebe, Deputy Director, Airports Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

PCN: 00364225000003060

UTILITY EASEMENT AGREEMENT

This EASEMENT is 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 **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420 ("Grantee").

WITNESSETH:

That the said Grantor, 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 underground electric utility facilities, including transformers, 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 lay cable and conduit within the Easement Premises and to operate the same for Grantee's communication 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.
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. Grantee shall endeavor to provide Grantor's Department of Airports with prior notice of any maintenance or repair activities within the Easement Premises.

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. Grantee acknowledges and agrees that Grantor may require the relocation of the Facilities installed within the Easement Premises to another location within Grantor's property. In the event that it becomes necessary for Grantee to relocate or alter the location of its Facilities at the request of Grantor, Grantor shall reimburse Grantee for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new utility easement upon the same terms and conditions of this Easement. Grantee shall promptly terminate and release this Easement upon the grant of the new utility easement provided for herein.

6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of its Facilities within the Easement Premises to a height so as to comply with 14 CFR Part 77, as now or hereafter amended. Grantee further agrees for itself, its successors and assigns to prevent any use of the Easement Premises which would interfere with the landing at or taking off from the Palm Beach County Glades Airport; interfere with air navigation and/or communication facilities serving the Palm Beach County Glades Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach County Glades Airport and hereby releases Grantor from any and all liability for the same.

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: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

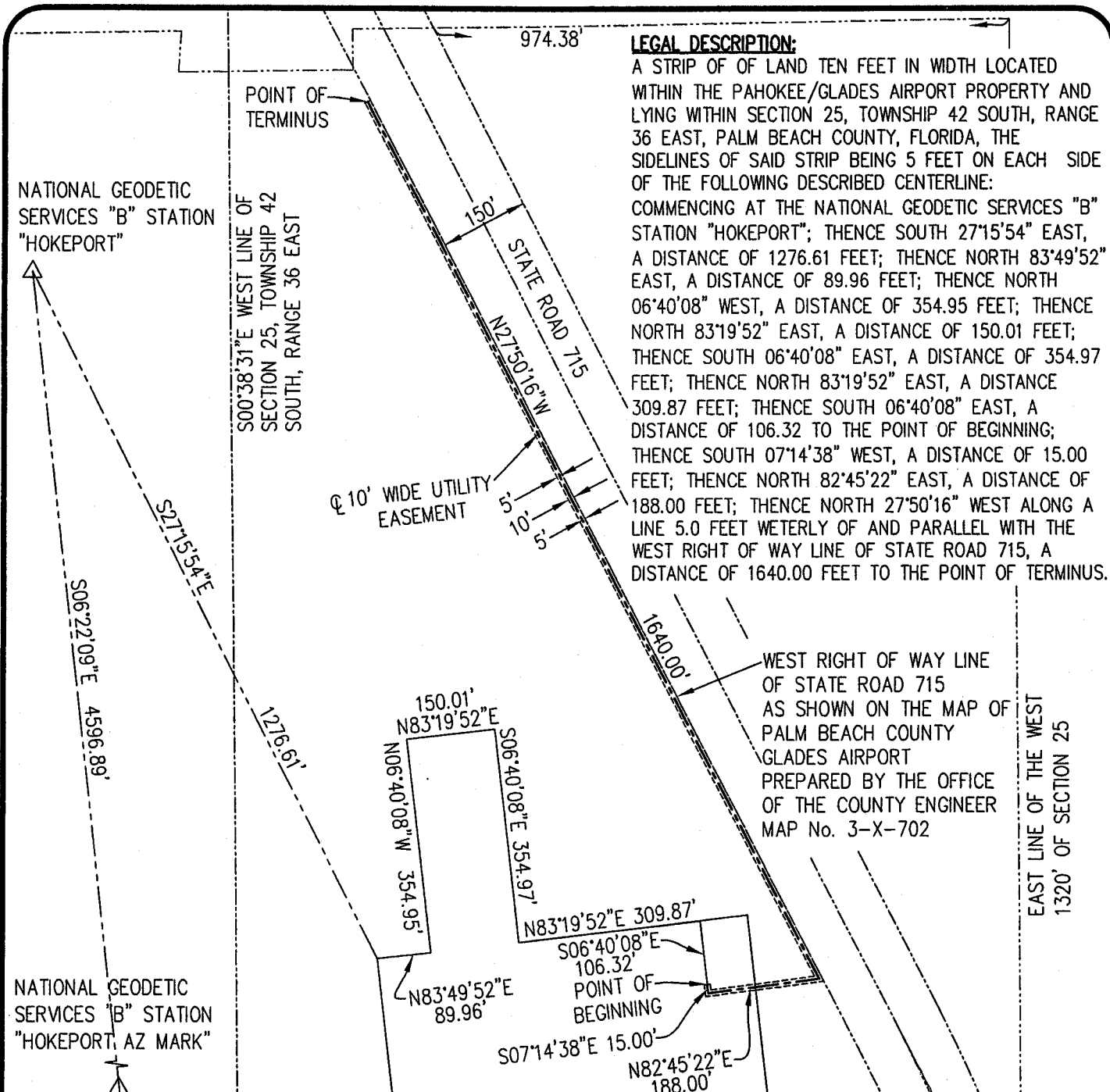
APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By:  _____
Department Director

Exhibit "A"

Legal Description/Site Sketch



LEGAL DESCRIPTION:
 A STRIP OF OF LAND TEN FEET IN WIDTH LOCATED WITHIN THE PAHOKEE/GLADES AIRPORT PROPERTY AND LYING WITHIN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY, FLORIDA, THE SIDELINES OF SAID STRIP BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 COMMENCING AT THE NATIONAL GEODETIC SERVICES "B" STATION "HOKEPORT"; THENCE SOUTH 27°15'54" EAST, A DISTANCE OF 1276.61 FEET; THENCE NORTH 83°49'52" EAST, A DISTANCE OF 89.96 FEET; THENCE NORTH 06°40'08" WEST, A DISTANCE OF 354.95 FEET; THENCE NORTH 83°19'52" EAST, A DISTANCE OF 150.01 FEET; THENCE SOUTH 06°40'08" EAST, A DISTANCE OF 354.97 FEET; THENCE NORTH 83°19'52" EAST, A DISTANCE 309.87 FEET; THENCE SOUTH 06°40'08" EAST, A DISTANCE OF 106.32 TO THE POINT OF BEGINNING; THENCE SOUTH 07°14'38" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 82°45'22" EAST, A DISTANCE OF 188.00 FEET; THENCE NORTH 27°50'16" WEST ALONG A LINE 5.0 FEET WETERLY OF AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD 715, A DISTANCE OF 1640.00 FEET TO THE POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

GARY A. RAGER P.S.M. #4828
 STATE OF FLORIDA
 LB #6603

NOTE: NOT A SURVEY SKETCH & DESCRIPTION FOR FPL

FOR: **PALM BEACH COUNTY GLADES AIRPORT**

SCALE: 1" = 250'
 DRAWN BY:
 CHECKED BY: GAR
 DATE: APRIL 24, 2009

A Higher Standard of Excellence

ENGINEERS • SURVEYORS • GIS MAPPERS

1201 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33405
 PH (561)655-1151 • FAX (561)832-8390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK N° SHEET: 1/1
 JOB N° 8157.01.07
 FLORIDA R.L.S. # 4828