

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

Meeting Date: August 18, 2009 Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Drainage Easement in favor of the Village of Royal Palm Beach for storm water drainage for the Royal Palm Beach Library.

Summary: Palm Beach County is currently expanding the Royal Palm Beach Library, located near the southwest corner of Okeechobee Boulevard and Royal Palm Beach Boulevard in Royal Palm Beach. The existing 7,955 square foot library is being expanded by 12,530 square feet to handle the heavy volume of residents who use the facility. Expansion of the Library requires replacement of the existing platted drainage easement with this new Easement. The relocated Drainage Easement area is 20' wide by approximately 285' long and will cover an area which is approximately 5,713 square feet (.13 acre). This is a perpetual non-exclusive Drainage Easement and is being granted to the Village of Royal Palm Beach at no charge since it will replace the existing drainage easement which will be abandoned. **(PREM) District 6 (HJF)**

Background and Justification: The County acquired 2.15 acres for the original library in 1993 (R92-988) and then an additional 1.38 acres in 2006 (R2005-2399) from the Village. The County is currently expanding the Royal Palm Beach Library from 7,955 square feet to 20,485 square feet. The new building footprint covers a drainage easement which was created by the plat of Tract One-Fifteen, Replat of Lots 1 and 5. The Village controls the drainage within this plat. The Village is currently processing the abandonment of the portion of platted drainage easement impacted by the Library expansion.

Attachments:

- 1. Location Map
- 2. Drainage Easement

Recommended By: Reh Annex Wolf 7/29/09
 Department Director **Date**

Approved By: [Signature] 8/13/09
 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	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*</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:

[Signature] 8/10/09
 OFMB
 [Signature] 8/5/09
 [Signature] 8/4/09

[Signature] 8/10/09
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 8/12/09
 Assistant County Attorney

C. Other Department Review:

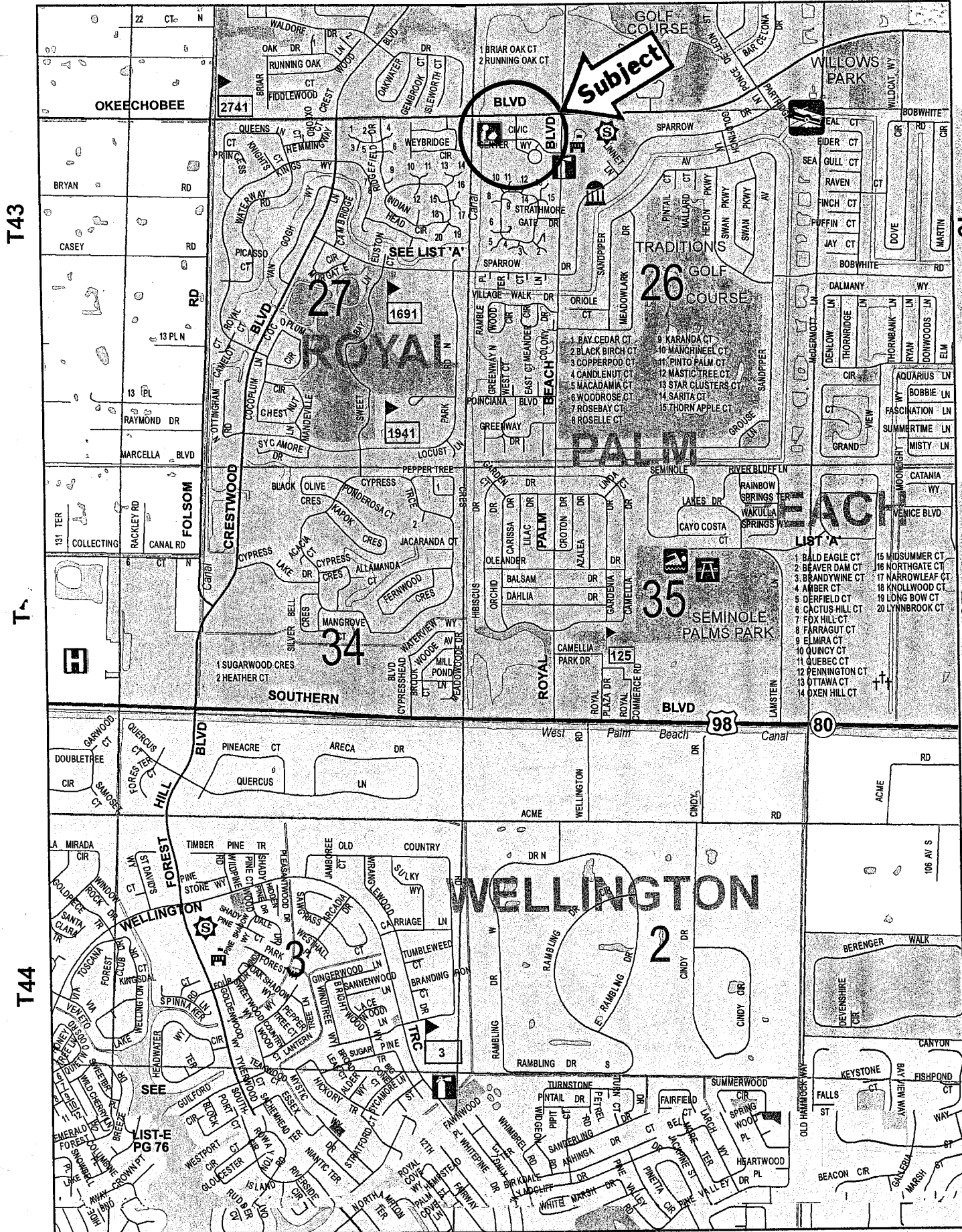
 Department Director

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

R41
N

See pg 54

R41
M



T43

T44

19

20

21

N

See pg 76

M

LOCATION MAP

ATTACHMENT #1

Handwritten signature or initials.

Prepared by and Return to:

Peter Banting, Real Estate Specialist
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 72-41-43-26-26-000-0010

DRAINAGE EASEMENT

THIS IS AN EASEMENT made _____, granted by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County"), whose address is Governmental Center, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401, in favor of the **VILLAGE OF ROYAL PALM BEACH**, a municipal corporation created and existing under the laws of the State of Florida, ("Village"), whose address is 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411.

WHEREAS, County owns the property described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "County Property"), and which is subject to a Unity of Title recorded on June 1, 2007, in ORB 21792, page 0770, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Tract One-Fifteen, Replat of Lots 1 & 5, as recorded in Plat Book 71 , page 14 and 15, created a drainage easement over the land described as Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Existing Drainage Easement"); and

WHEREAS, as result of the County's expansion of the County Library, County is relocating the drainage pipe and improvements in the Existing Drainage Easement Area to the property legally described in Exhibit "C" attached hereto and made a part hereof (the "Easement Premises"); and

WHEREAS, in consideration of Village's consenting to abandonment of the Existing Drainage Easement, County has agreed to grant the Village a Drainage Easement over the Easement Premises for legal positive water outfall.

NOW, THEREFORE, for and in consideration of the aforementioned easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County does hereby grant to Village, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the Easement Premises to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into, remove and inspect underground storm water drainage distribution facilities and all appurtenances thereto. In addition, County does hereby grant to Village a non-exclusive access easement over

and upon the County's adjoining property for the sole purpose of giving Village reasonable access to the Easement Premises.

3. Village shall be solely responsible for and shall, at all times, maintain in good condition and repair all improvements constructed within the Easement Premises pursuant to this Easement at its sole cost and expense. Additionally, Village shall promptly repair, replace and/or restore the Easement Premises and any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in prior to exercise of any rights granted hereunder, using materials of like kind and quality.

4. If the Village, its successor or assigns, shall ever abandon the Easement granted hereby or cease to use the same, this Easement shall automatically terminate.

5. Village 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 Village's negligence in connection with this Agreement. 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 Village to indemnify County for County's negligent, willful or intentional acts or omissions.

6. The grant of easement contained herein is for the use and benefit of Village, its successors and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

7. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein, provided said additional easements/rights do not adversely impact or interfere with the rights granted herein to Village.

8. Neither County's nor Village's interest in the Easement Premises, nor County's interest in the County Property shall be subject to liens arising from Village's or any other person or entity's use of the Easement Premises, the County Property, or exercise of the rights granted hereunder. Village shall promptly cause any lien imposed against the Easement Premises or the County Property to be discharged or transferred to bond.

9. 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.

10. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final Agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any

section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

11. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

12. By exercise of the rights granted to Village by this instrument, Village acknowledges and agrees that the conditions and restrictions imposed herein shall bind and be enforceable against Village, its successors and assigns to the same extent as if such party had physically executed this instrument.

IN WITNESS WHEREOF, County has executed this Easement on the date set forth hereinabove.

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: _____
County Attorney

By: Ret Army Wolf
Department Director

Exhibit "A"

"County Property"

PARCEL 1:

LOT 1, TRACT ONE-FIFTEEN, ACCORDING TO THE REPLAT THEREOF RECORDED IN PLAT BOOK 71, PAGE 14, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH,

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF LOT 3 OF THE PLAT OF TRACT ONE-FIFTEEN REPLAT OF LOTS 1 AND 5 AS RECORDED IN PLAT BOOK 71, PAGE 14 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE P.R.M. MARKING THE SOUTHWEST CORNER OF SAID PLAT OF TRACT ONE-FIFTEEN ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH $02^{\circ}01'27''$ EAST ALONG THE WEST LINE OF SAID PLAT AND SAID LOT 3, A DISTANCE OF 444.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH $89^{\circ}18'05''$ EAST (THE NEXT THREE COURSES ARE COINCIDENT WITH THE NORTH LINE OF SAID LOT 3 OF THE ABOVE REFERENCED PLAT) ALONG SAID NORTH LINE, A DISTANCE OF 274.59 FEET; THENCE NORTH $00^{\circ}41'55''$ WEST, A DISTANCE OF 7.79 FEET; THENCE NORTH $89^{\circ}18'05''$ EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH $00^{\circ}41'55''$ EAST DEPARTING SAID NORTH LINE, A DISTANCE OF 60.00 FEET; THENCE SOUTH $89^{\circ}18'05''$ WEST, A DISTANCE OF 227.70 FEET; THENCE SOUTH $00^{\circ}41'55''$ EAST, A DISTANCE OF 397.26 FEET TO THE SOUTH LINE OF SAID PLAT AND SAID LOT 3; THENCE NORTH $87^{\circ}57'42''$ WEST ALONG SAID SOUTH LINE, A DISTANCE OF 118.14 FEET TO SAID SOUTHWEST CORNER AND THE POINT OF BEGINNING.

THE PROPERTY (Parcels 1 and 2) CONTAINS 3.53 ACRES OR 153,958 SQUARE FEET MORE OR LESS.

BEARINGS ARE BASED ON AN ASSUMED BEARING OF NORTH $87^{\circ}57'42''$ WEST ALONG THE SOUTH LINE OF LOT 3 AS SHOWN ON THE PLAT OF TRACT ONE-FIFTEEN REPLAT OF LOTS 1 AND 5 AS RECORDED IN PLAT BOOK 71, PAGE 15 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS IS NOT A SURVEY
(NO MONUMENTATION FOUND OR SET)

SECTION 26,
TOWNSHIP 43 SOUTH,
RANGE 41 EAST

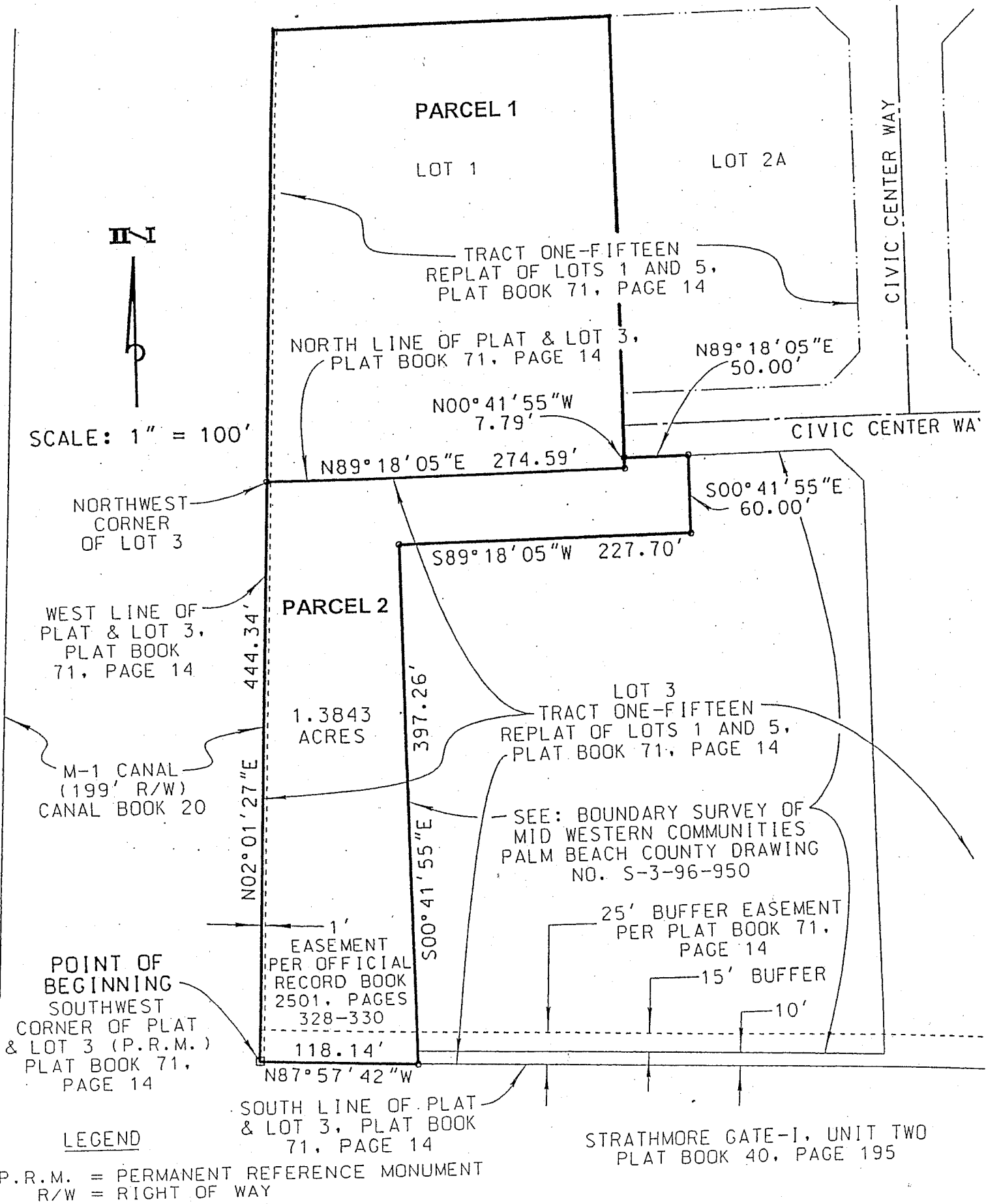


Exhibit "B"

"Existing Drainage Easement"

LEGAL DESCRIPTION

ABANDONMENT OF A PORTION OF THE 20 FOOT DRAINAGE EASEMENT AT THE SOUTH LINE OF LOT 1, TRACT ONE-FIFTEEN REPLAT OF LOTS 1 AND 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 14-15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 41 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 20 FOOT DRAINAGE EASEMENT BEING THE SOUTH 20 FEET OF LOT 1, SAID TRACT ONE-FIFTEEN REPLAT OF LOTS 1 AND 5.

LESS THE WEST 24.00 FEET

AND

LESS THE EAST 51.50 FEET

EASEMENT CONTAINS 3.972 SQUARE FEET MORE OR LESS.

BEARING BASE: SOUTH LINE OF SAID LOT 1 IS ASSUMED TO BE SOUTH 89°18'05" WEST.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.


N. Howard

NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

6-12-09

DATE

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

PROJECT NO. 2009018-02	SHEET 2	PROJECT ROYAL PALM BEACH LIBRARY 20 FOOT DRAINAGE EASEMENT ABANDONMENT	DATE 4/21/09	SCALE 1" = 60'	DRAWN E.A.O.	CHECKED N.J.H.	NO.	REVISION	BY	DATE
							1	PREM COMMENTS	N.J.H.	6-12-09
DESIGN FILE NAME S-1-09-2953.DGN			DRAWING NO. S-1-09-2953			FIELD BOOK NO. N/A		2		ADD. PREM COMMENTS
							 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411			

NORTHWEST CORNER OF
SECTION 26, TOWNSHIP 43
SOUTH, RANGE 41 EAST.

N89°18'05"E

199.22'

OKEECHOBEE BOULEVARD

60.07'
S02°01'27"W

257.86' N89°18'05"E

TRACT ONE-FIFTEEN
REPLAT OF LOTS 1 AND 5
PLAT BOOK 71, PAGES 14-15

LOT 1

LOT 2A

CIVIC CENTER WAY

M-1 CANAL
(CANAL BOOK 20)

352.18' S02°01'27"W

S02°01'27"W

S00°41'55"E

351.78' S00°41'55"E

199.00'

WEST 24.00' OF SAID LOT 1 EAST 51.50' OF SAID LOT 1

24.03'

SOUTH 20.00'
OF SAID LOT 1

CIVIC CENTER WAY

198.11'
199.06'

274.59' S89°18'05"W

20' DRAINAGE
EASEMENT
ABANDONMENT AREA

SOUTH LINE
LOT 1

11/1

LOT 3

SCALE: 1" = 60'

THIS IS NOT A SURVEY

ROYAL PALM BEACH LIBRARY

PROJECT NO. 2009018-02

DRAWING NO. S-1-09-2953

PROJECT: 20 FOOT DRAINAGE EASEMENT ABANDONMENT

SHEET 2 OF 2

Exhibit "C"

"Easement Premises"

LEGAL DESCRIPTION

A 20 FOOT WIDE STRIP OF LAND LYING AND BEING WITHIN A PORTION OF LOT 3, TRACT ONE-FIFTEEN REPLAT OF LOTS 1 AND 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 14-15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE SIDES OF WHICH LIE 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF EASEMENT:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, SAID TRACT ONE-FIFTEEN REPLAT OF LOTS 1 AND 5; THENCE SOUTH 89°18'05" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 41.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°41'55" EAST, A DISTANCE OF 32.50 FEET; THENCE SOUTH 89°18'05" WEST, A DISTANCE OF 220.62 FEET; THENCE NORTH 02°01'27" EAST, A DISTANCE OF 32.54 FEET TO THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF TERMINATION.

EASEMENT CONTAINS 5.713 SQUARE FEET MORE OR LESS.

BEARING BASE: SOUTH LINE OF SAID LOT 1 IS ASSUMED TO BE SOUTH 89°18'05" WEST.

SIDELINES ARE TO TERMINATE AT THE SOUTH LINE OF SAID LOT 1.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.


N. J. Howard

NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

6-12-09

DATE

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

PROJECT NO. 2009018-02	SHEET NO. 2	PROJECT: ROYAL PALM BEACH LIBRARY 20 FOOT RELOCATED DRAINAGE EASEMENT	DESIGNER: N.J.H.	DATE: 4/21/09	SCALE: 1" = 60'	NO.	REVISION	BY	DATE
						1	PREM COMMENTS	N.J.H.	6/12/09
DESIGN FILE NAME S-1-09-2954.DGN		DRAWING NO. S-1-09-2954		FIELD NO. N/A		2		ADD. PREM COMMENTS	
 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411									

NORTHWEST CORNER OF
SECTION 26, TOWNSHIP 43
SOUTH, RANGE 41 EAST.

N89°18'05"E

199.22'

OKEECHOBEE BOULEVARD

60.07'
S02°01'27"W

257.86' N89°18'05"E

TRACT ONE-FIFTEEN
REPLAT OF LOTS 1 AND 5
PLAT BOOK 71, PAGES 14-15

LOT 1

LOT 2A

M-1 CANAL
(CANAL BOOK 20)

352.18' S02°01'27"W

351.78' S00°41'55"E

CIVIC CENTER WAY

199.00'

POINT OF
TERMINATION

POINT OF
BEGINNING

N02°01'27"E, 32.54'

SOUTH LINE LOT 1

274.59' S89°18'05"W

CIVIC CENTER WAY

14.02'
TIE

S00°41'55"E, 32.50'

POINT OF
COMMENCEMENT
SOUTHEAST
CORNER OF
SAID LOT 1

220.62' S89°18'05"W

41.50'

CENTERLINE 20'
DRAINAGE EASEMENT

LOT 3

IN

SCALE: 1" = 60'

ROYAL PALM BEACH LIBRARY

THIS IS NOT A SURVEY

PROJECT NO. 2009018-02

DRAWING NO. S-1-09-2954

PROJECT: 20 FOOT RELOCATED DRAINAGE EASEMENT

SHEET 2 OF 2