

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: April 6, 2010

[ X ] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

**I. EXECUTIVE BRIEF**

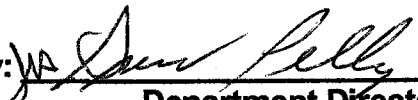
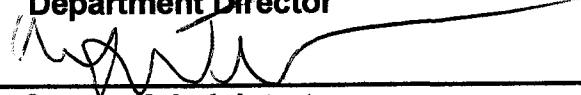
**Motion and Title: Staff recommends motion to approve:** A Utility Easement Agreement with Florida Power & Light Company (FPL) for utility service to the new Corporate Hangars at North Palm Beach County General Aviation Airport.

**Summary:** FPL requires an easement for electric service to the new Corporate Hangars being constructed at North Palm Beach County General Aviation Airport. **Countywide (HJF)**

**Background and Justification:** The Department of Airports is presently building two corporate hangar buildings at North Palm Beach County General Aviation Airport. A new transformer and associated underground conduits will be installed to provide electrical service. It is necessary for the County to grant a utility easement to FPL to provide service to the new corporate hangar buildings. The utility easement is being granted at no cost to FPL.

**Attachments:**

1. Utility Easement Agreement

Recommended By:	 _____ Department Director	3/8/10 Date
Approved By:	 _____ County Administrator	3/24/10 Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>- 0 -</u>	<u>(See belows)</u>	_____	_____	_____
# 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:**

\* No Fiscal Impact.

C. Departmental Fiscal Review: CM Sumner

**III. REVIEW COMMENTS**

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

[Signature]  
OFMB VA  
3/15/10 3/15/10 3/12/10

[Signature] 3/17/10  
Contract Dev. and Control

**B. Legal Sufficiency:**  
[Signature] 3/19/10  
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: Portion of 00-41-42-02-01-001-0000

**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 North Palm Beach County General Aviation Airport; interfere with air navigation and/or communication facilities serving the North Palm Beach County General Aviation Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the North Palm Beach County General Aviation 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: \_\_\_\_\_  
Burt Aaronson, Chair

**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**

EXHIBIT A  
10' FPL EASEMENT  
NORTH COUNTY AIRPORT

A PARCEL OF LAND 10.00 FEET IN WIDTH FOR FLORIDA POWER AND LIGHT EASEMENT PURPOSES, SITUATED IN SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING 5.00 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE SOUTH 01°53'57" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 777.97 FEET; THENCE SOUTH 88°06'03" EAST, A DISTANCE OF 1545.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83°14'25" EAST, A DISTANCE OF 277.46 FEET; THENCE NORTH 02°28'42" WEST, A DISTANCE OF 120.04 FEET; THENCE NORTH 86°22'19" EAST, A DISTANCE OF 137.97 FEET; THENCE NORTH 29°02'55" EAST, A DISTANCE OF 102.40 FEET TO THE POINT OF TERMINUS OF SAID EASEMENT.

SAID EASEMENT CONTAINING 6,379 SQUARE FEET OR 0.15 ACRES MORE OR LESS.

SURVEYOR'S NOTES

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO CREATE A CONTINUOUS EASEMENT.

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF SOUTH 01°53'57" WEST ALONG THE MONUMENTED WEST LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

COORDINATES SHOWN ARE GRID  
DATUM = NAD 83, 1990 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNITS = US SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND.  
PROJECT SCALE FACTOR = 1.000012542  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.


THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
\_\_\_\_\_  
GLENN W. MARK, P.L.S.  
FLORIDA CERTIFICATE #5304

2/24/10  
DATE

PROJECT NO. 2010013-04	SHEET: 1 OF: 2	PROJECT: <b>10' FLORIDA POWER AND LIGHT EASEMENT NORTH COUNTY AIRPORT</b>	SCALE NO. SCALE: APPROVED: G. W. M. M. DRAWN: E. A. O. J. CHECKED: N. J. H. H. DATE: 02/24/10 FIELD BOOK:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE					 <p><b>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS</b> <b>ENGINEERING SERVICES</b> 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411</p>
NO.	REVISION	BY	DATE										
DESIGN FILE NAME S-1-10-3081.DGN		DRAWING NO. S-1-10-3081											

N 916995.5330  
E 908153.9520

**POINT OF COMMENCEMENT**  
NORTHWEST CORNER OF  
SECTION 2, TOWNSHIP 42  
SOUTH, RANGE 41 EAST  
"PALM BEACH COUNTY POSITION"

S01°53'57"W 777.97'

WEST LINE OF THE  
NORTHWEST QUARTER  
SECTION 2, TOWNSHIP 42  
SOUTH, RANGE 41 EAST

**POINT OF  
TERMINUS**

N29°02'55"E, 102.40'

N86°22'19"E, 137.97'

N02°28'42"W, 120.04'

N83°14'25"E, 277.46'

CENTERLINE  
OF A 10' WIDE  
FLORIDA POWER AND  
LIGHT EASEMENT

S88°06'03"E 1545.32'



**POINT OF  
BEGINNING**

WEST QUARTER CORNER OF  
SECTION 2, TOWNSHIP 42  
SOUTH, RANGE 41 EAST  
"PALM BEACH COUNTY POSITION"  
N 914358.6120  
E 908066.5215

**III**



**NOT TO SCALE  
THIS IS NOT A SURVEY**