

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

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Meeting Date:	July 20, 2010	<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 Utility Easement Agreement in favor of the Glades Utility Authority (GUA) for a water main to serve Fire Rescue Station No. 73 located in the City of Belle Glade.

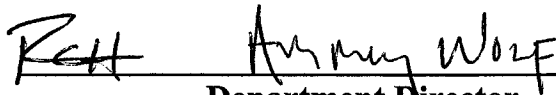
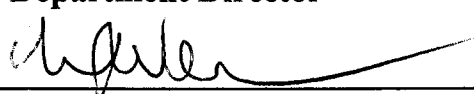
**Summary:** The GUA has requested that a Utility Easement Agreement be recorded to memorialize the existence and location of an underground water main within the County's Fire Rescue Station No. 73 property. The fire station is located at 525 SW 2<sup>nd</sup> Street, Belle Glade. The easement area varies in length from 3.00 feet to 122.58 feet and varies 10 feet to 20 feet in width and contains approximately 7,322 square feet (0.17 acres). This non-exclusive easement is being granted at no charge as it provides water service for the benefit of the County facility. (PREM) District 6 (HJF)

**Background and Justification:** In December 2005, the City of Belle Glade (City) elected to come into the Palm Beach County Fire Rescue MSTU and in October 2006, the City's personnel, apparatus and existing fire station were transferred to the County. The fire station suffered storm damage in 2004 and 2005 and was uninhabitable, compelling Fire Rescue personnel to operate from temporary modular facilities. The County completed the construction and renovations to Fire Rescue Station No. 73 in November, 2009. Water system improvements, including connecting transmission lines, were installed throughout this section of the City to provide water service to the citizens of Belle Glade; however, there are no recorded documents of record for its existence. This easement agreement only includes the water lines within the County property. GUA is responsible for the operation and maintenance of the improvements.

**Attachments:**

1. Location Map
2. Utility Easement

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Recommended By:		6/21/10
	Department Director	Date
Approved By:		7/6/10
	County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

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

OFMB

*[Signature]* 7/1/10  
6/30/10 6/30/10

*[Signature]* 7/2/10  
Contract Development and Control

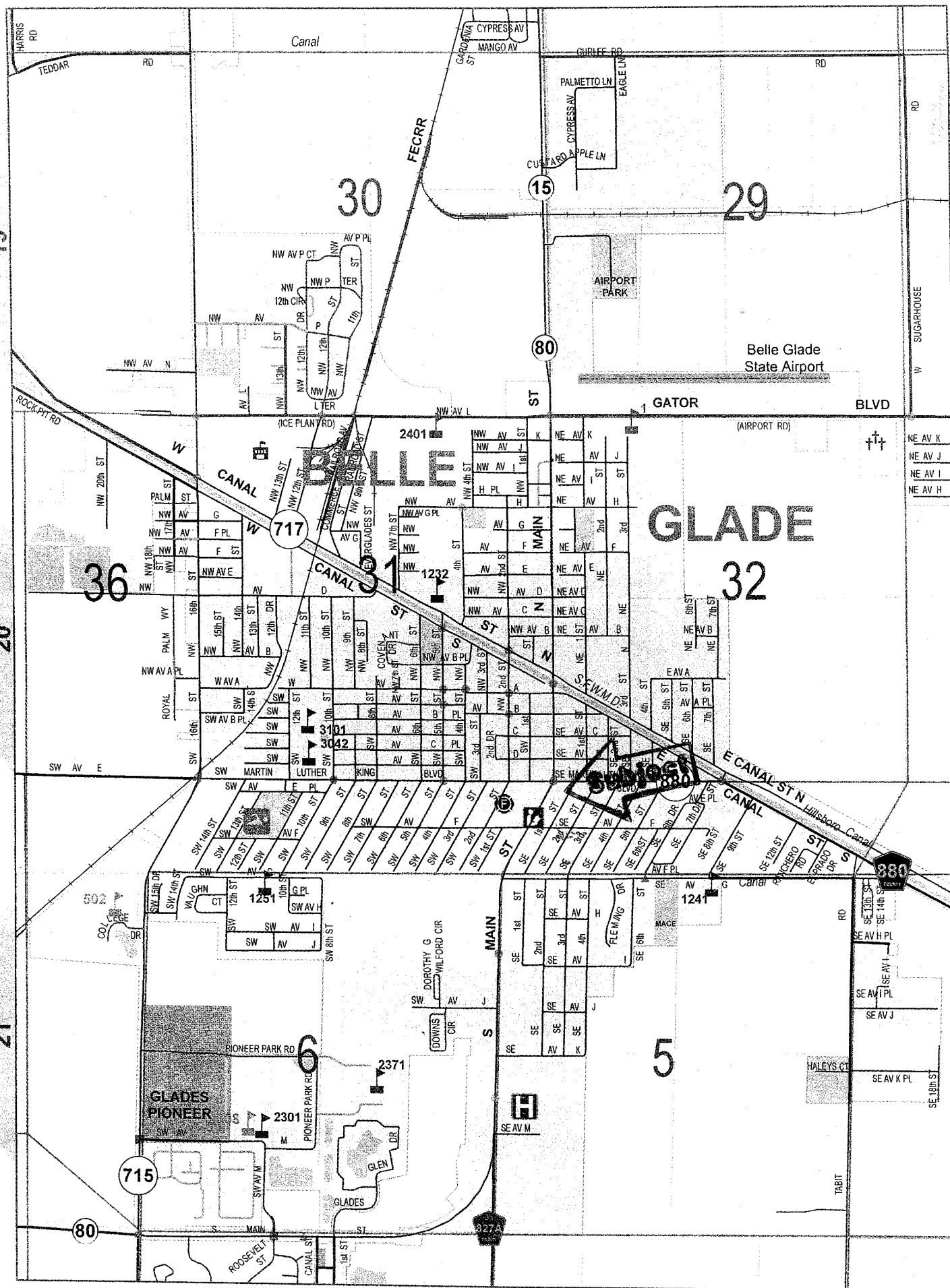
### B. Legal Sufficiency:

*[Signature]* 7/6/10  
Assistant County Attorney

### C. Other Department Review:

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

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



Prepared by/Return to:  
Margaret Jackson, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

Property Control Number: 04-37-43-42-01-006-0013

## UTILITY EASEMENT

**THIS INDENTURE**, made \_\_\_\_\_, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("COUNTY"), in favor of the **GLADES UTILITY AUTHORITY**, a public body and legal entity created by interlocal agreement pursuant to Section 163.01(7)(g), Florida Statutes, whose address is 39700 Hooker Highway, Belle Glade, Florida 33430, ("GUA").

### WITNESSETH:

That the COUNTY for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the GUA, its successors and assigns, upon the conditions hereinafter set forth, a perpetual non-exclusive easement for the construction, operation and maintenance of underground water mains, and appurtenances thereto, to be installed from time to time, or to be altered, improved, or removed therefrom and for the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith, together with the right of ingress and egress thereto, over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida, described on Exhibit "A" attached hereto and made a part hereof as if recited at length (the "Easement Premises").

### THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. GUA shall cause the water mains and their appurtenances to be constructed within the confines of the Easement Premises.
2. GUA hereby expressly agrees that in the event that the GUA, its successors and assigns, ceases to use the Easement Premises for the purposes herein expressed, the easement granted hereby shall become null and void, and all the right, title and interest in and to the Easement Premises shall revert to the COUNTY.

3. GUA further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its water mains and appurtenances within the Easement Premises at all times during the term hereof. Additionally, GUA 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. GUA shall provide, maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) 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 Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, GUA shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event GUA does not own any automobiles, GUA shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. GUA shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of GUA shall, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as GUA required above.

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 when requested. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. The Additional Insured endorsement shall read: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Property & Real Estate Management, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

5. GUA 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 GUA'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 GUA to indemnify COUNTY for COUNTY's negligent, willful or intentional acts or omissions.

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

IN WITNESS WHEREOF, the COUNTY 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: Robert Anthony Wolf  
Department Director

G:\DEVELOPMENT\OPEN PROJECTS\FS #73 - BELLE GLADE\EASEMENTS\GUA WATER.003.HF APP.043010.DOC

EXHIBIT "A"  
Page 1 of 2  
LEGAL DESCRIPTION

UTILITY EASEMENT  
PALM BEACH COUNTY WATER UTILITIES

A STRIP OF LAND LYING IN THE FOLLOWING DESCRIBED PARENT TRACT:

BEING A PORTION OF THE PLAT OF BELLE GLADE MUNICIPAL PARK, AS RECORDED IN PLAT BOOK 18, PAGE 48, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE HIATUS BLOCK 6, TOWNSHIP 43 AND 44 SOUTH, RANGE 37 EAST WITH THE CENTERLINE OF SOUTHWEST SECOND STREET, SAID POINT OF COMMENCEMENT BEING NORTH 89°59'44" WEST, 659.35 FEET FROM THE NORTHEAST CORNER OF SAID HIATUS BLOCK 6, MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 29°48'23" WEST, 107.74 FEET ALONG THE CENTERLINE OF SOUTHWEST SECOND STREET, SAID CENTERLINE BEING THE SAME AS THE WESTERLY LINE OF THE HIATUS BLOCK 6; THENCE SOUTH 60°11'37" EAST, 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SECOND STREET AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUE SOUTH 60°11'37" EAST, 297.00 FEET; THENCE SOUTH 29°48'23" WEST, 172.89 FEET ALONG A LINE PARALLEL WITH THE CENTERLINE OF SOUTHWEST SECOND STREET; THENCE NORTH 89°59'44" WEST, 342.27 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID HIATUS BLOCK 6 TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SECOND STREET; THENCE NORTH 29°48'23" EAST, 343.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST SECOND STREET, TO THE POINT OF BEGINNING.

SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWESTERLY CORNER OF SAID PARENT TRACT, THENCE S60°11'37"E ALONG THE NORTHERLY LINE OF SAID PARENT TRACT, A DISTANCE OF 184.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S60°11'37"E A DISTANCE OF 20.30 FEET; THENCE S20°00'49"W A DISTANCE OF 6.70 FEET; THENCE S40°12'01"E A DISTANCE OF 56.50 FEET; THENCE S02°37'58"W A DISTANCE OF 75.60 FEET; THENCE S45°17'22"W A DISTANCE OF 100.44 FEET; THENCE N89°59'44"W ALONG THE SOUTH LINE OF SAID PARENT TRACT, A DISTANCE OF 122.58 FEET; THENCE N00°00'16"E A DISTANCE OF 10.00 FEET; THENCE S89°59'44"E A DISTANCE OF 104.26 FEET; THENCE N45°17'22"E 37.30 FEET; THENCE N47°20'58"W A DISTANCE OF 18.79 FEET; THENCE N89°36'52"W A DISTANCE OF 76.79 FEET; THENCE N66°31'06"W A DISTANCE OF 23.24 FEET; THENCE S23°28'54"W A DISTANCE OF 5.00 FEET; THENCE N66°31'06"W A DISTANCE OF 10.00 FEET; THENCE N23°28'54"E A DISTANCE OF 5.00 FEET; THENCE N66°31'06"W A DISTANCE OF 3.00 FEET; THENCE N23°28'54"E A DISTANCE OF 10.00 FEET; THENCE S66°31'06"E A DISTANCE OF 34.19 FEET; THENCE S89°36'52"E A DISTANCE OF 78.61 FEET; THENCE S47°20'58"E A DISTANCE OF 23.11 FEET; THENCE N45°17'22"E A DISTANCE OF 51.31 FEET; THENCE N02°37'58"E A DISTANCE OF 59.94 FEET; THENCE N40°12'01"W A DISTANCE OF 60.25 FEET; THENCE N20°00'49"E A DISTANCE OF 21.75 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE ASSUMPTION THAT THE CENTERLINE OF S.W. 2ND STREET BEARS S29°48'23"W.

DWG # 0300208UEWM 1 OF 2

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

BY 

DATE: 11/30/09

ROBERT A. BUGGEE, PROFESSIONAL SURVEYOR AND MAPPER NO. 3302, STATE OF FLORIDA  
233 E. GATEWAY BLVD., BOYNTON BEACH, FLORIDA, 33435

PREPARED BY:

**Bob Buggee, Inc.**  
**the "SURVEYOR"**

P.O. BOX 3887  
BOYNTON BEACH, FLORIDA, 33426  
SURVEY & MAPPING BUSINESS #6942  
561-732-7877

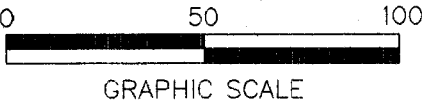
SHEET 1 OF 2

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

LEGEND

U.E. = UTILITY EASEMENT



POINT OF BEGINNING  
AND N.W. CORNER OF  
PARENT TRACT

POINT OF  
COMMENCEMENT  
UTILITY EASEMENT

N. LINE HIATUS BLOCK 6

N89°59'44"W 659.35'

N.E. CORNER  
HIATUS BLOCK 6

POINT OF BEGINNING

N20°00'49"E  
21.75'

EXISTING  
WATER MAIN

PREPARED BY:

**Bob Buggee, Inc.**  
the "SURVEYOR"

P.O. BOX 3887  
BOYNTON BEACH, FLORIDA, 33426  
SURVEY & MAPPING BUSINESS #6942  
561-732-7877

SHEET 2 OF 2





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/25/10

PRODUCER  
1-561-995-6706  
Arthur J. Gallagher Risk Management Services, Inc.  
2255 Glades Road  
Suite 400E  
Boca Raton, FL 33431

INSURED  
The Glades Utility Authority  
8100 Forest Hill Blvd.  
West Palm Beach , FL 33416

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ST PAUL GUARDIAN INS CO	24775
INSURER B:	
INSURER C:	
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GP09314702	10/01/09	10/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	GP09314702	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y / N <input type="checkbox"/>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
The Certificate holder is named as an additional insured as respects GL only per form G0209 Rev. 10-02

CERTIFICATE HOLDER	CANCELLATION *10-day for premium non payment
Palm Beach County Board of County Commissioner c/o Palm Beach County Property & Real Estate Management Division 2633 Vista Parkway West Palm Beach, FL 33411-5606 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> 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 <i>David L. Haines</i>

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.