

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====  
Meeting Date: May 17, 2011 [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: Utility Easement Agreement with Florida Power & Light Company (FPL) for electric utility facilities at the Palm Beach International Airport (PBIA).

**Summary:** FPL requires an easement to facilities at PBIA that were relocated as part of the Taxiway F extension project; and to connect segments of existing utility lines to a public right of way. Countywide (HJF)

**Background and Justification:** The Taxiway F extension project at PBIA included the demolition of the existing airport surveillance radar building and relocation of existing FPL underground utilities. Upon completion of the project, it was determined there were segments of existing utility facilities that did not have recorded easements. The easement will provide a continuous FPL utility easement for the relocated utilities as well as the existing utilities from the airfield electrical vault to the FAA remote transmitter receiver building and continue west to the Military Trail right of way. The easement consists of two parcels: the first parcel is 20 feet x approximately 2,018.65 feet and the second parcel is 10 feet x approximately 1,844.34 feet. It is necessary for the County to grant a utility easement to FPL for the provision of electric utility service to these facilities. The utility easement is being granted at no cost to FPL.

**Attachments:**

- 1. Utility Easement Agreement

=====  
Recommended By: [Signature] 4/13/11  
Department Director Date

Approved By: [Signature] 4/20/11  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
# ADDITIONAL FTE					
POSITIONS (Cumulative)	~ 0 ~	* see below			

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] 4/20/11  
 OFMB VA  
 4/21/11 [Signature]

[Signature] 4/21/11  
 Contract Dev. and Control

**B. Legal Sufficiency:**  
[Signature]  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

**Prepared by & Return to:**

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

PCN: (portion of) 00-42-43-36-00-000-5040 & 00-43-43-31-01-001-0010

**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 above ground 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 situate, lying and being in the County of Palm Beach, State of Florida to wit:

**See legal description/site sketch marked Exhibit "A",  
consisting of two (2) parcels identified as Parcel "1" and Parcel "2",  
attached hereto and made a part hereof  
(collectively, the "Easement Premises")**

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, the Facilities 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 International Airport; interfere with air navigation and/or communication facilities serving the Palm Beach International Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach International 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**

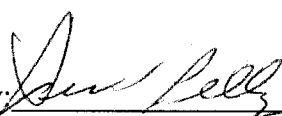
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus, Chair

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

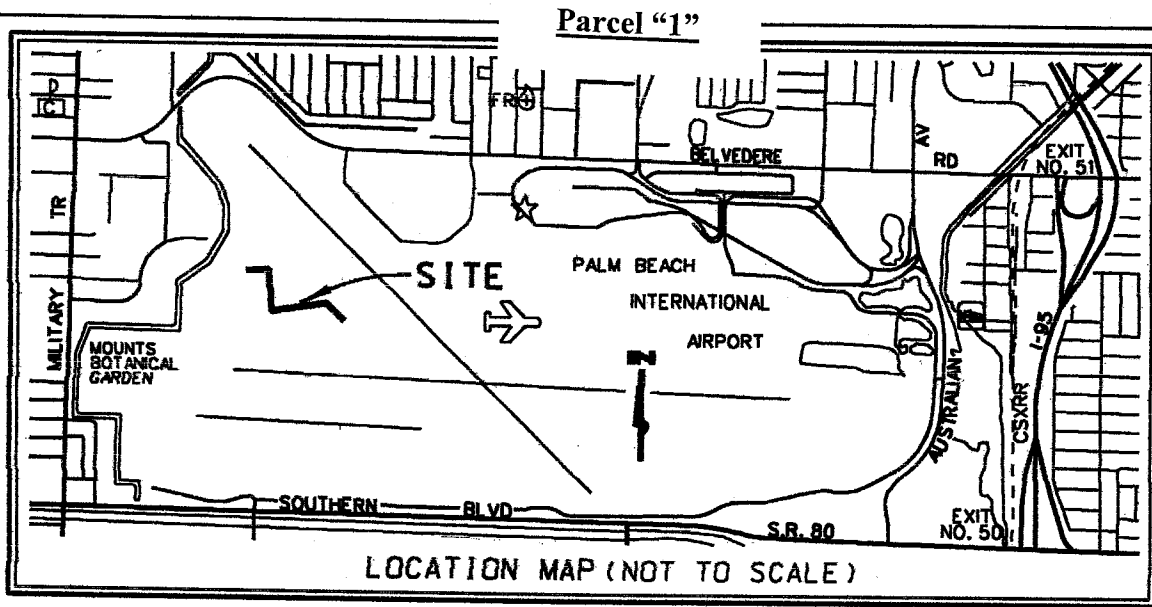
**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Department Director

**Exhibit "A"**

**See attached Legal Description/Site Sketch of "Easement Premises"  
consisting of two (2) parcels identified as  
Parcel "1" and Parcel "2"**



**LEGAL DESCRIPTION**

A PARCEL OF LAND 20 FEET IN WIDTH FOR FLORIDA POWER AND LIGHT EASEMENT PURPOSES, SITUATED IN A PORTION OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 31; THENCE NORTH 01°35'17" EAST, A DISTANCE OF 255.06 FEET; THENCE SOUTH 88°24'43" EAST, A DISTANCE OF 1218.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°10'32" WEST, A DISTANCE OF 332.43 FEET; THENCE SOUTH 81°38'29" WEST, A DISTANCE OF 799.89 FEET; THENCE NORTH 02°47'04" WEST, A DISTANCE OF 578.62 FEET; THENCE SOUTH 88°06'53" WEST, A DISTANCE OF 306.71 FEET TO THE POINT OF TERMINUS;

EASEMENT CONTAINS 40,353 SQUARE FEET OR 0.9264 ACRES MORE OR LESS.

**SURVEYORS NOTES**

BEARINGS ARE BASED ON THE THE WEST LINE OF SAID SECTION 31, HAVING A GRID (NAD 83, 1990) BEARING OF NORTH 01°35'17" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

EASEMENT IS TO BEGIN AND TERMINATE PERPENDICULAR TO THE CENTERLINE OF EASEMENT.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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

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.

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 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*N J Howard*  
 \_\_\_\_\_  
 NORMAN J. HOWARD, P.S.M.  
 FLORIDA CERTIFICATE #5776

*8-6-10*  
 \_\_\_\_\_  
 DATE

THIS IS NOT A SURVEY

PROJECT NO.  
 2010013-16


PROJECT:  
**P.B.I.A. TAXIWAY "F"**  
**FLORIDA POWER AND LIGHT**  
**EASEMENT**

DESIGN FILE NAME: S-1-10-3139.DGN  
 DRAWING NO.: S-1-10-3139

NO.	REVISION	BY	DATE

SCALE: 1" = 200'  
 APPROVED: N.J.H.  
 DRAWN: E.A.O.  
 CHECKED: S.W.M.  
 DATE: 08/06/10  
 FIELD BOOK NO.:

**PALM BEACH COUNTY**  
**ENGINEERING AND PUBLIC WORKS**



**ENGINEERING SERVICES**  
 2300 NORTH JOG ROAD  
 WEST PALM BEACH, FL 33411

Parcel "1"

NORTHWEST CORNER OF SECTION 31,  
TOWNSHIP 43 SOUTH, RANGE 43 EAST  
"PALM BEACH COUNTY POSITION"  
N 858157.577  
E 948920.539

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 = 1.0000394  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

POINT OF TERMINUS

306.71'  
S88°06'53"W

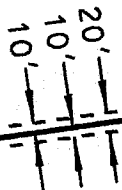
2409.29'

N01°35'17"E

578.62'  
N02°47'04"W

PALM BEACH INTERNATIONAL AIRPORT

CENTERLINE  
20' WIDE FLORIDA POWER  
AND LIGHT EASEMENT



799.89'  
S81°38'29"W

332.43'  
N46°10'32"W

S88°24'43"E 1218.59'

POINT OF BEGINNING

255.06'  
N01°35'17"E

POINT OF COMMENCEMENT  
WEST QUARTER CORNER OF SECTION 31,  
TOWNSHIP 43 SOUTH, RANGE 43 EAST  
"PALM BEACH COUNTY POSITION"  
N 855494.249  
E 948846.705

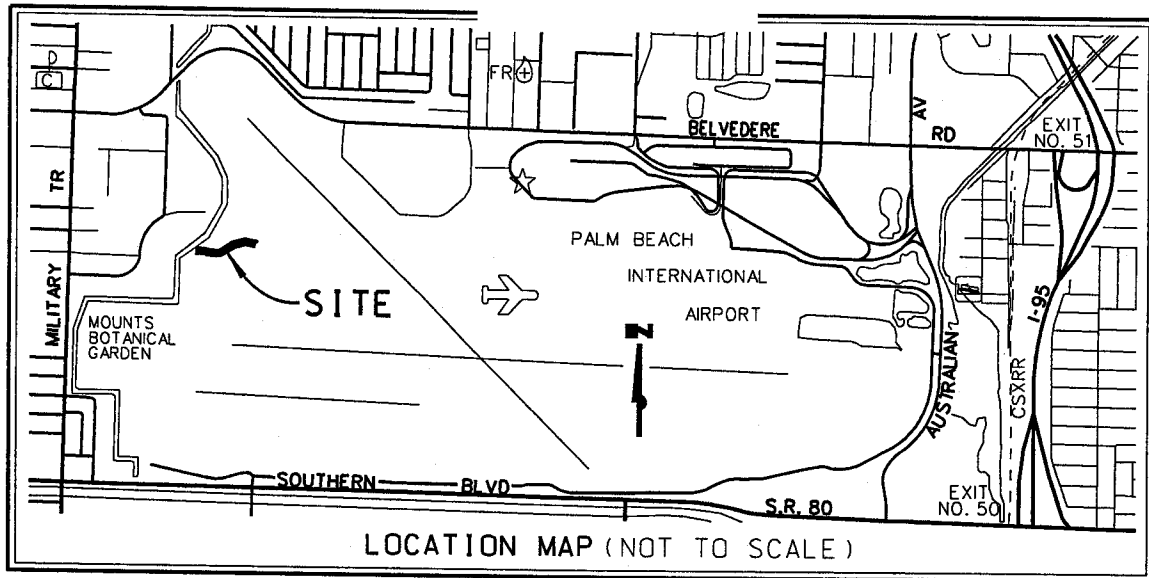
SECTION 31,  
TOWNSHIP 43 SOUTH,  
RANGE 43 EAST



SCALE: 1" = 200'

THIS IS NOT  
A SURVEY

**Parcel "2"**



**LEGAL DESCRIPTION**

A PARCEL OF LAND 10 FEET IN WIDTH FOR FLORIDA POWER AND LIGHT EASEMENT PURPOSES, SITUATED IN A PORTION OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST AND SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST; THENCE NORTH  $01^{\circ}35'17''$  EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 908.76 FEET; THENCE NORTH  $88^{\circ}06'53''$  EAST, A DISTANCE OF 143.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $38^{\circ}18'44''$  WEST, A DISTANCE OF 8.63 FEET; THENCE NORTH  $87^{\circ}14'08''$  WEST, A DISTANCE OF 42.61 FEET; THENCE NORTH  $83^{\circ}42'33''$  WEST, A DISTANCE OF 38.22 FEET; THENCE NORTH  $77^{\circ}16'32''$  WEST, A DISTANCE OF 193.37 FEET; THENCE NORTH  $85^{\circ}44'03''$  WEST, A DISTANCE OF 23.40 FEET; THENCE SOUTH  $86^{\circ}25'12''$  WEST, A DISTANCE OF 18.13 FEET; THENCE SOUTH  $78^{\circ}38'28''$  WEST, A DISTANCE OF 101.46 FEET; THENCE SOUTH  $62^{\circ}55'46''$  WEST, A DISTANCE OF 24.41 FEET; THENCE SOUTH  $76^{\circ}27'25''$  WEST, A DISTANCE OF 148.58 FEET; THENCE SOUTH  $80^{\circ}51'52''$  WEST, A DISTANCE OF 57.87 FEET; THENCE SOUTH  $57^{\circ}37'46''$  WEST, A DISTANCE OF 285.87 FEET; THENCE SOUTH  $60^{\circ}28'14''$  WEST, A DISTANCE OF 169.87 FEET; THENCE SOUTH  $69^{\circ}01'14''$  WEST, A DISTANCE OF 24.25 FEET; THENCE SOUTH  $84^{\circ}18'28''$  WEST, A DISTANCE OF 61.85 FEET; THENCE NORTH  $89^{\circ}02'34''$  WEST, A DISTANCE OF 43.21 FEET; THENCE NORTH  $82^{\circ}59'19''$  WEST, A DISTANCE OF 42.69 FEET; THENCE NORTH  $65^{\circ}32'39''$  WEST, A DISTANCE OF 17.39 FEET; THENCE NORTH  $87^{\circ}42'18''$  WEST, A DISTANCE OF 148.96 FEET; THENCE NORTH  $73^{\circ}31'22''$  WEST, A DISTANCE OF 116.89 FEET; THENCE NORTH  $83^{\circ}08'40''$  WEST, A DISTANCE OF 32.50 FEET; THENCE NORTH  $88^{\circ}47'18''$  WEST, A DISTANCE OF 244.18 FEET TO THE POINT OF TERMINUS.

EASEMENT CONTAINS 18,444 SQUARE FEET OR 0.4234 ACRES MORE OR LESS.

SHEET: 1 OF: 4 PROJECT NO.: 2011013-01	PROJECT: <b>PBIA TAXIWAY "F" EXTENSION                  FP&amp;L EASEMENT</b>		SCALE: 1" = 100' APPROVED: N.J.H. DRAWN: E.A.O. CHECKED: G.W.M. DATE: 03/01/11 FIELD BOOK NO.: 1123U	NO.	REVISION	BY	DATE
	DESIGN FILE NAME: S-1-10-3159.DGN	DRAWING NO.: <b>S-1-10-3159</b>		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411			



Parcel "2"

SURVEYORS NOTES

BEARINGS ARE BASED ON THE EAST LINE OF SAID SECTION 36, HAVING A GRID (NAD 83, 1990) BEARING OF NORTH 01°35'17" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

EASEMENT IS TO BEGIN AND TERMINATE PERPENDICULAR TO THE CENTERLINE OF EASEMENT.

EASEMENT PREPARED FROM FIELD LOCATIONS BY OTHERS.

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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

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.

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 = 1.0000394

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

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 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*N Howard*

NORMAN J. HOWARD, P.S.M.  
FLORIDA CERTIFICATE #5776

3-2-11

DATE

**Parcel "2"**

EXISTING FPL EASEMENT PER  
OFFICIAL RECORD BOOK 14122,  
PAGE 263, PALM BEACH COUNTY  
DRAWING # S-1-02-1688

POINT OF  
TERMINUS



SCALE: 1" = 100'

THIS IS NOT  
A SURVEY

5' → N88° 47' 18" W, 244.18'

5' →

10' →

N83° 08' 40" W, 32.50'

N73° 31' 22" W, 116.89'

CENTERLINE OF A 10' FLORIDA  
POWER & LIGHT EASEMENT

N87° 42' 18" W, 148.96'

N65° 32' 39" W, 17.39'

N82° 59' 19" W, 42.69'

EAST END OF  
EXISTING FPL  
EASEMENT

N89° 02' 34" W, 43.21'

SECTION 36  
TOWNSHIP 43 SOUTH,  
RANGE 42 EAST

S84° 18' 28" W, 61.85'

S69° 01' 14" W, 24.25'

S60° 28' 14" W, 169.87'

MATCH LINE (SEE SHEET 3 OF 4)

MATCH LINE (SEE SHEET 4 OF 4)

Parcel "2"

CENTERLINE OF A 10' FLORIDA  
POWER & LIGHT EASEMENT

5'  
5'  
10'

S57°37'46"W, 285.87'

S80°51'52"W, 57.87'

S76°27'25"W, 148.58'

S62°55'46"W, 24.41'

S78°38'28"W, 101.46'

S86°25'12"W, 18.13'

N85°44'03"W, 23.40'

N77°16'32"W, 193.37'

N83°42'33"W, 38.22'

N87°14'08"W, 42.61'

N38°18'44"W, 8.63'

**POINT OF COMMENCEMENT**  
EAST QUARTER CORNER OF  
SECTION 36, TOWNSHIP 43  
SOUTH, RANGE 42 EAST  
"PALM BEACH COUNTY  
POSITION"

NORTHEAST CORNER OF  
SECTION 36, TOWNSHIP  
43 SOUTH, RANGE 42 EAST  
"PALM BEACH COUNTY  
POSITION"

N 855494.249  
E 948846.705

N 858157.577  
E 948920.539

908.76'  
N01°35'17"E

1755.59' N01°35'17"E

N88°06'53"E, 143.52'

SECTION 31  
TOWNSHIP 43 SOUTH,  
RANGE 43 EAST

EXISTING FPL EASEMENT PER PALM  
BEACH COUNTY DRAWING # S-1-10-3139

**POINT OF BEGINNING**



SCALE: 1" = 100'

THIS IS NOT  
A SURVEY