

PALM BEACH COUNTY  
 BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====  
 Meeting Date: August 14, 2012 [ 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 L extension project, to connect segments of utility lines to an existing FPL transformer. Countywide (HJF)

**Background and Justification:** Existing FPL underground utilities were relocated and extended as a result of the Taxiway L extension project. During construction of the project, it was determined there were segments of existing utility facilities that did not have recorded easements. These utility facilities provide service to PBIA's east glide slope, RVR and localizer equipment. The easement is 10 feet in width and approximately 3,783.29 feet for a total of 37,833 square feet (0.87 ac.). 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

=====  
 JB  
 Recommended By: \_\_\_\_\_ 7/10/12  
 Department Director Date

Approved By: John A. Hill \_\_\_\_\_ 7/14/12  
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>~ 0 ~ see below</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE</b>	_____	_____	_____	_____	_____
<b>POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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 Seiner

**III. REVIEW COMMENTS**

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

[Signature]  
 OFMB  
 7/16/12  
 7/17/12

[Signature] 7/17/12  
 Contract Dev. and Control  
 7-17-12

**B. Legal Sufficiency:**

[Signature] 7/19/12  
 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) 00-42-43-32-00-000-1090

**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").

**W I T N E S S E T H:**

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 cables, conduits, appurtenant equipment and pad-mounted transformers (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"**

**attached hereto and made a part hereof**

**(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**

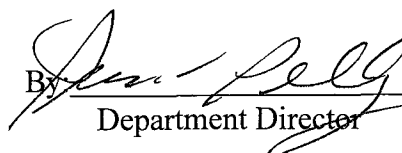
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, 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"**  
(Project No. 2012013-06; Drawing No. S-1-12-3274)

EXHIBIT "A"  
 PBIA FPL EASEMENT  
 TAXIWAY "L" EXTENSION  
 LEGAL DESCRIPTION


A PARCEL OF LAND 10 FEET IN WIDTH FOR FLORIDA POWER AND LIGHT EASEMENT PURPOSES, SITUATED IN A PORTION OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 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 SOUTH WEST CORNER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST; THENCE NORTH 00°58'30" EAST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1147.90 FEET; THENCE SOUTH 89°01'30" EAST, A DISTANCE OF 273.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°27'54" EAST, A DISTANCE OF 17.11 FEET; THENCE NORTH 62°17'20" EAST, A DISTANCE OF 68.86 FEET; THENCE NORTH 50°24'57" EAST, A DISTANCE OF 62.88 FEET; THENCE NORTH 54°37'09" EAST, A DISTANCE OF 99.64 FEET; THENCE NORTH 50°14'09" EAST, A DISTANCE OF 49.33 FEET; THENCE NORTH 50°06'23" EAST, A DISTANCE OF 102.82 FEET; THENCE NORTH 58°10'42" EAST, A DISTANCE OF 77.75 FEET; THENCE NORTH 47°22'43" EAST, A DISTANCE OF 59.70 FEET; THENCE NORTH 52°29'03" EAST, A DISTANCE OF 370.65 FEET; THENCE NORTH 41°03'22" EAST, A DISTANCE OF 33.17 FEET; THENCE NORTH 52°34'30" EAST, A DISTANCE OF 44.10 FEET; THENCE NORTH 65°25'49" EAST, A DISTANCE OF 17.53 FEET; THENCE SOUTH 28°33'32" EAST, A DISTANCE OF 6.92 FEET; THENCE SOUTH 57°12'11" EAST, A DISTANCE OF 37.22 FEET; THENCE SOUTH 82°37'09" EAST, A DISTANCE OF 10.78 FEET; THENCE NORTH 75°28'54" EAST, A DISTANCE OF 23.67 FEET; THENCE SOUTH 82°03'25" EAST, A DISTANCE OF 60.79 FEET; THENCE SOUTH 87°53'49" EAST, A DISTANCE OF 387.00 FEET; THENCE SOUTH 87°36'40" EAST, A DISTANCE OF 524.66 FEET; THENCE NORTH 87°44'27" EAST, A DISTANCE OF 829.95 FEET; THENCE SOUTH 85°49'44" EAST, A DISTANCE OF 310.65 FEET; THENCE SOUTH 24°31'14" EAST, A DISTANCE OF 65.79 FEET; THENCE SOUTH 02°38'05" EAST, A DISTANCE OF 80.05 FEET; THENCE SOUTH 76°28'52" EAST, A DISTANCE OF 37.87 FEET; THENCE NORTH 88°52'38" EAST, A DISTANCE OF 404.40 FEET TO THE POINT OF TERMINUS.

EASEMENT CONTAINS 37,833 SQUARE FEET OR 0.8685 ACRES MORE OR LESS.

LEGEND

FPL = FLORIDA POWER & LIGHT  
 C = CENTERLINE

PROJECT NO. 2012013-06	SHEET: 1 OF: 4	PROJECT: <b>PBIA          FPL EASEMENT          TAXIWAY "L" EXTENSION</b>	SCALE: 1"=100' APPROVED: G. W. M. DRAWN: E. A. O. CHECKED: S. T. A. DATE: 2/28/12 FIELD BOOK NO.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 10%;">REVISION</th> <th style="width: 5%;">BY</th> <th style="width: 5%;">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-1-12-3274.DGN		DRAWING NO. S-1-12-3274											

SURVEYOR'S NOTES

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST HAVING A GRID BEARING OF NORTH 00°58'30" EAST (GRID, NAD 83/90 ADJUSTMENT) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT AT RIGHT ANGLES TO THE CENTERLINE AND AT THE POINT OF BEGINNING AND THE POINT OF TERMINUS.

THIS IS NOT A SURVEY.

EASEMENT ALIGNMENT WAS CALCULATED FROM FIELD LOCATIONS FOR THE UNDERGROUND CONDUIT, AS IDENTIFIED BY THE PALM BEACH INTERNATIONAL AIRPORT DEPARTMENT. NO LOCATES WERE PROVIDED BETWEEN THE BROOKS BOX'S SHOWN.

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 = 1.000042989

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

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



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

3/1/12

DATE

WEST QUARTER CORNER  
SECTION 32, TOWNSHIP 43  
SOUTH, RANGE 43 EAST "PALM  
BEACH COUNTY POSITION"

N 855362.350  
E 954203.513

888.42'

POINT OF  
BEGINNING

S89°01'30"E 273.34'

S63°27'54"E  
17.11'

WEST LINE OF  
SECTION 32,  
TOWNSHIP 43 SOUTH,  
RANGE 43 EAST

N00°58'30"E 1147.90'

N 852717.522  
E 954158.506

POINT OF COMMENCEMENT  
SOUTHWEST CORNER  
SECTION 32, TOWNSHIP 43  
SOUTH, RANGE 43 EAST "PALM  
BEACH COUNTY POSITION"

N47°22'43"E  
59.70'

N58°10'42"E  
77.75'

N50°06'23"E  
102.82'

N50°14'09"E  
49.33'

N54°37'09"E  
99.64'

N50°24'57"E  
62.88'

Ø 10' FPL  
EASEMENT

N62°17'20"E  
68.86'

SCALE: 1" = 100'

THIS IS NOT  
A SURVEY



N52°34'30"E  
44.10'

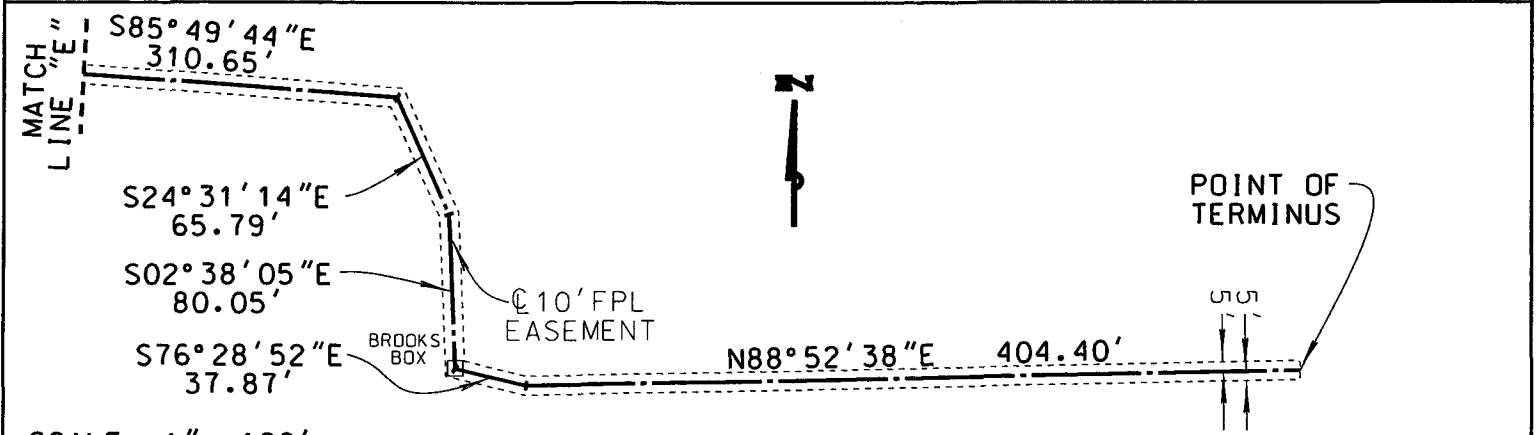
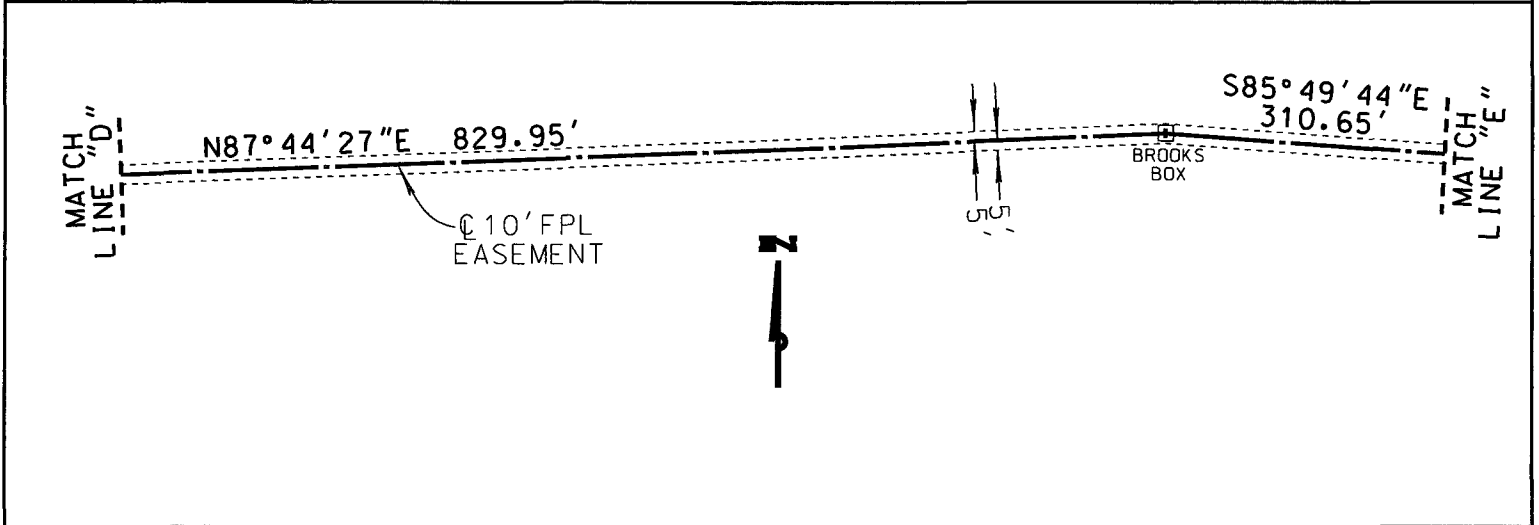
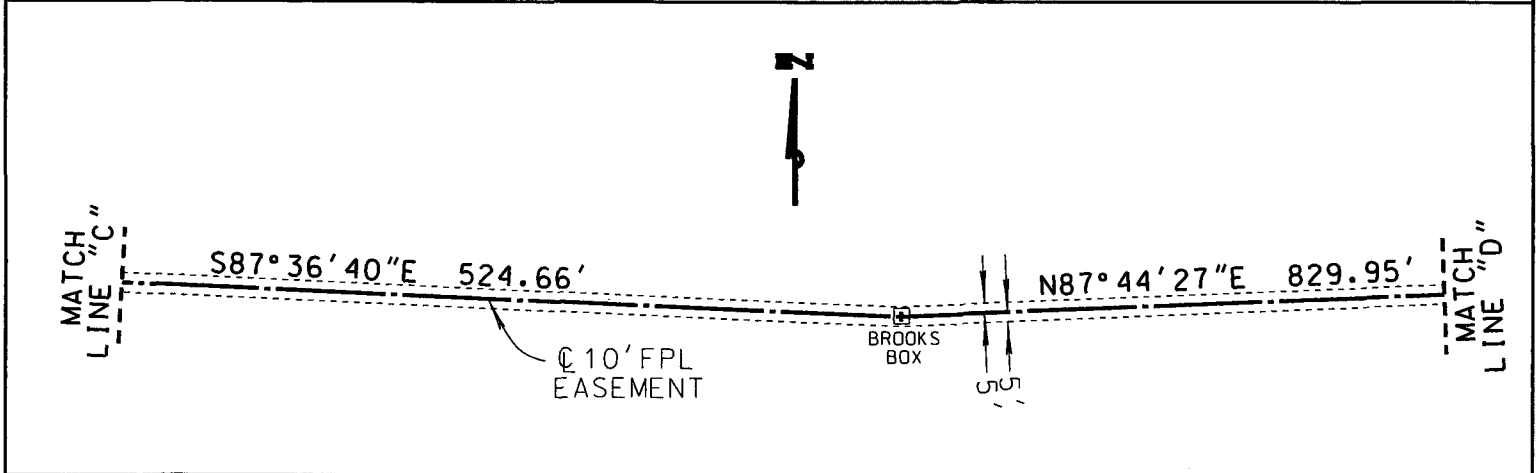
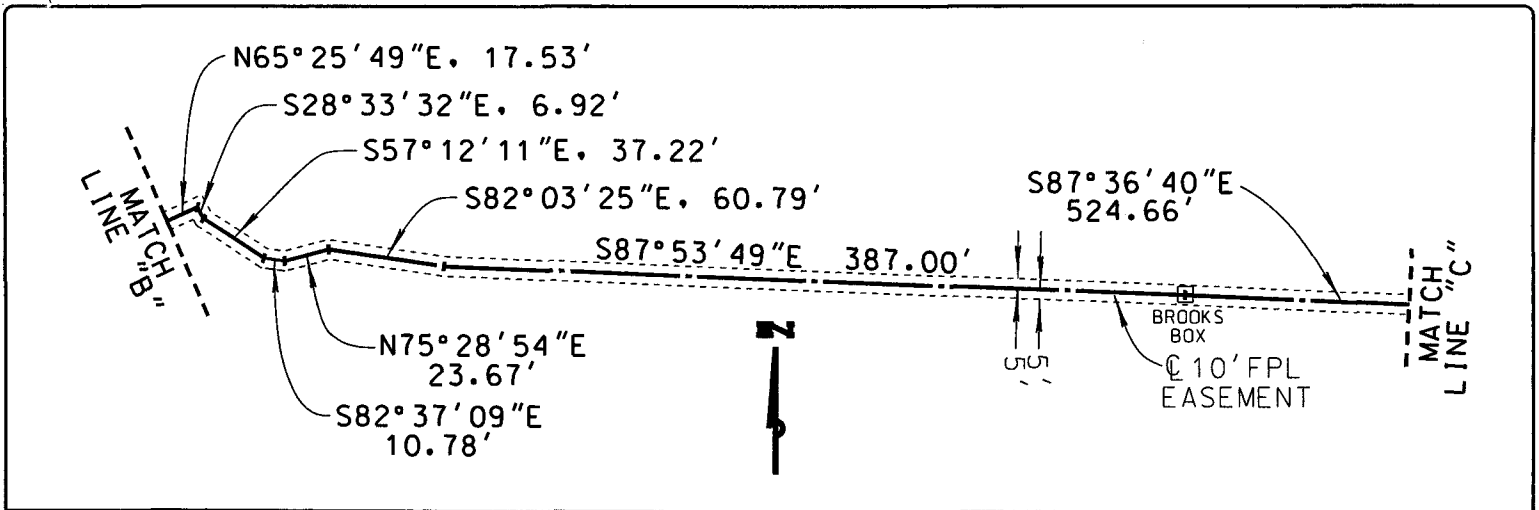
N41°03'22"E  
33.17'

N52°29'03"E 370.65'

Ø 10' FPL  
EASEMENT







SCALE: 1" = 100'