

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 4, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:
Submitted By: Engineering and Public Works
Submitted For: Right-of-Way Acquisition Section

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a subordination of utility interests (Subordination Agreement) with Florida Power & Light Company (FPL) on a parcel of land located on the north side of Community Drive at Military Trail.

SUMMARY: Oxbridge Academy of the Palm Beaches, (Oxbridge) as part of the platting process is required to provide Palm Beach County (County) with 895 square feet of additional right-of-way on the north side of Community Drive for intersection improvements at Military Trail. Approval of the Subordination Agreement will release an FPL utility easement interest in said parcel and allow the County to accept a warranty deed from the owner free and clear of all encumbrances.

District 7 (MRE)

Background and Justification: As part of the platting process for the plat of Oxbridge the County required the applicant to dedicate a right-of-way parcel to the County at the north side of Community Drive for intersection improvements. The parcel of land to be conveyed is encumbered by a utility easement in favor of FPL. Land conveyed to the County is required to be free and clear of all encumbrances. Oxbridge obtained a Subordination Agreement from FPL subordinating its interests to the County. Future relocation is not anticipated, however. The Subordination Agreement requires FPL to relocate any facilities it may have from the dedicated right-of-way, when and if requested by the County, and requires the County to pay for reasonable relocation costs of said facilities, as necessary. Staff recommends approval of the Subordination Agreement so that the required parcel of land can be conveyed free and clear of all encumbrances.

Attachments:

1. Location Map
2. Subordination of Utility Interests and Agreement for Reimbursement for Facility Relocation with Exhibit "A"

MR
Recommended by: Ornelis A. Fernandez 10/26/12
 Division Director Date

Approved by: S. J. Hill 10/31/12
 County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no additional fiscal impact. Approval of the Subordination of Utility Interests may require the expenditure of funds for future relocation of utility facilities. This potential impact is not possible to quantify or state with any certainty that it will occur at the present time.

C. Departmental Fiscal Review: *Alice Kovalainen*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] OFMB *11/21/12*
OK 11/19/12 DM 11-1-12

[Signature] Contract Dev. and Control *11/21/12*
11-21-12 [Signature]

B. Approved as to Form and Legal Sufficiency:

[Signature] *11/26/12*
Assistant County Attorney

C. Other Department Review:

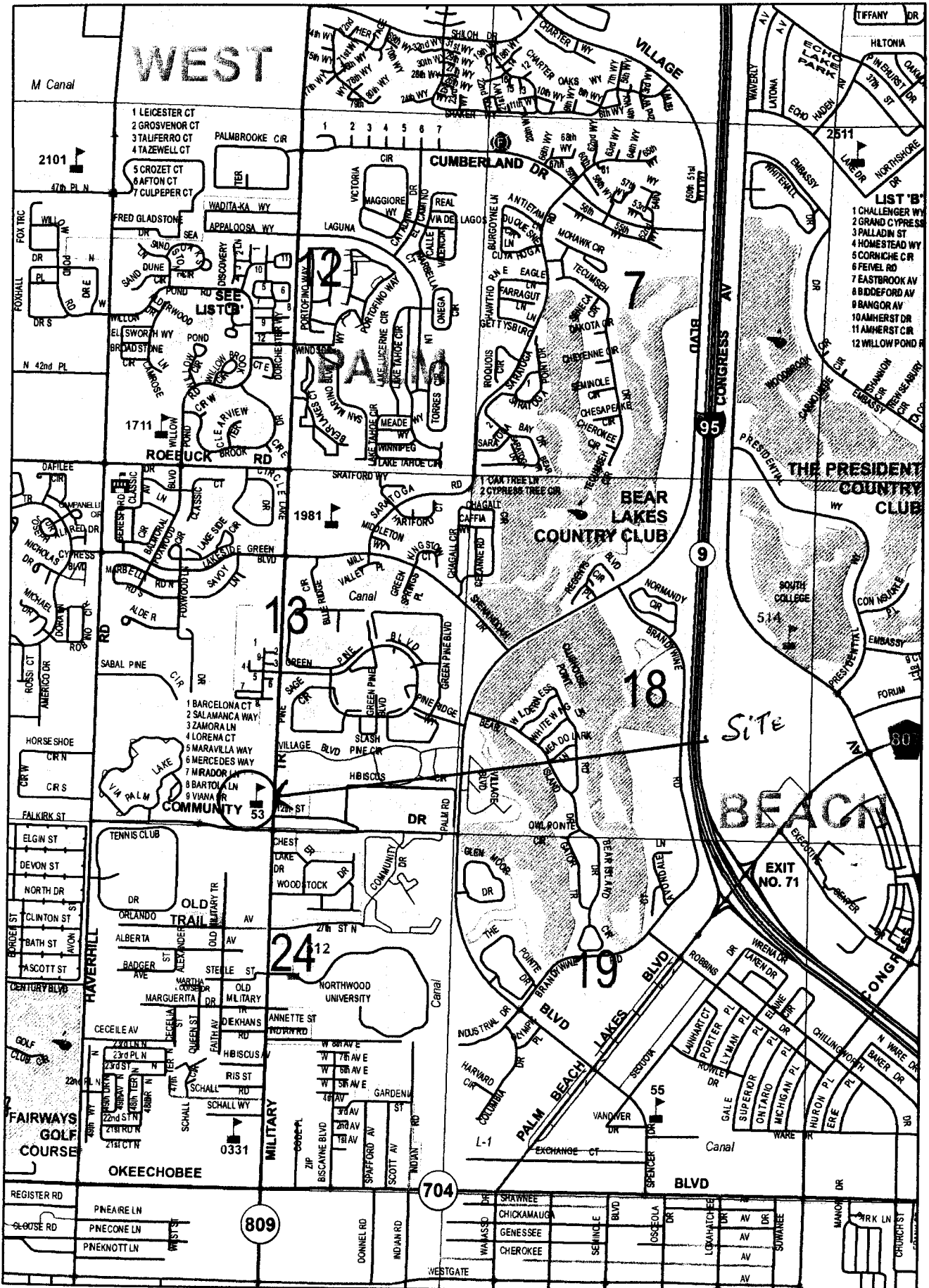
Department Director

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

TWP 43

TWP 43

TWP 43



16

17

18

RNG 42

See pg 70

RNG 43

Page 58

LOCATION MAP

Return To: Right-of-Way Acquisition Section
Name: Palm Beach County Engineering
Address: Post Office Box 21229
West Palm Beach, FL 33416
Attn: Sherry Wildner
Account No.: 1010 W/C Box 1066

This instrument prepared by:
Samantha J. Saucier
Florida Power & Light Company
700 Universe Blvd. CRE/JB
Juno Beach, FL 33408

PCN No.: a portion of 00-42-43-13-16-002-0000

Not to be recorded without Board of County Commissioners Acceptance Date

Project No.: 2004525
Project Name: Community Drive & Military Trail Intersection Improvements
Parcel No.: 101

**SUBORDINATION OF UTILITY INTERESTS
AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS**

THIS AGREEMENT, entered into this ____ day of _____, 2012, by and between the COUNTY OF PALM BEACH, STATE OF FLORIDA, hereinafter called the "**County**", and FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, whose mailing address is P. O. Box 14000, Juno Beach, Florida 33408, hereinafter called "**Utility**".

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the County; and

WHEREAS, the County is willing to pay for the initial relocation of the Utility's facilities within the public right-of-way to prevent conflict between the County's use and the Utility's use, and for the benefit of each, and

WHEREAS the County, in addition, in recognition of the Utility's interest in the certain lands, is willing to pay for any future relocation of the Utility's facilities from or within the entire width of the public right-of-way shown on **Exhibit "A"**, attached hereto and made a part hereof,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and County agree as follows:

UTILITY subordinates any and all of its interest in its easement lands described on "**EXHIBIT A**" attached hereto and made a part hereof, to the interest of the County, or its successors, for the purpose of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands, based on the following:

Nature of Encumbrance	Date	From	In Favor of	Recorded Book-Page
Utility Easement	August 11, 1975	Donald C. Walker	FPL	ORB 2511, Page 971

The County and the Utility further agree that:

1. "Public right-of-way", as used herein, shall mean that area which is described in **Exhibit "A"** and which includes the Utility's easements identified above and additional lands for public right-of-way, as described in **Exhibit "A"**, attached hereto and made a part hereof.
2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the public right-of-way described in **Exhibit "A"**, in accordance with the County's current minimum standards for such facilities as of the date of this agreement. Any new construction or relocation of facilities within the public right-of-way will be subject to prior approval by the County.
3. The County shall pay for the relocation of existing facilities. In addition, the Utility retains the right to be reimbursed, either now or in the future, for additional relocation or adjustment of its facilities located presently or to be located on the public right-of-way described in **Exhibit "A"**, if such relocation or adjustment is caused by present or future uses of the right-of-way by the County or its assigns, including, but not limited to, the cost of acquiring replacement easements.
4. The Utility shall have the right to enter upon the lands described in **Exhibit "A"** for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities. County shall provide and insure access to said lands by the Utility.
5. The Utility agrees to repair any damage to County facilities and to indemnify the County against any loss or damage resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the said public right-of-way.
6. This Agreement shall not be assigned by County except to the State of Florida.

(Execution and Acknowledgement continued on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By: _____
Clerk (or Deputy Clerk)

By: _____
Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared _____ and _____ to me known and personally known to me to be the persons described in, or has/have produced _____, as identification and did (did not) take an oath and who executed the foregoing instrument as its _____ and _____ respectively, of the County of _____ and severally acknowledged before me that they executed the same as such officials in the name and on behalf of said County of _____.

WITNESS my hand and official seal in the County and State aforesaid this ___ day of _____, 2012.

My Commission Expires:

Notary Signature: _____
Notary Public State of Florida

Printed Name: _____

(Execution and Acknowledgement continued on next page)

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY

By: Michelle M. Kahmann

Print Name: Michelle M. Kahmann

By: Samantha J. Saucier

Title: Area Real Estate Manager

Print Name: Samantha J. Saucier

By: Marta Hull

Print Name: MARTA Hull

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Samantha J. Saucier to me known and personally known to me to be the person described in, and did not take an oath and who executed the foregoing instrument as its Area Real Estate Manager of the Florida Power & Light Company and acknowledged before me that she executed the same as such official in the name and on behalf of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of June, 2012.

My Commission Expires:

Notary Signature: Michelle M. Kahmann
Notary Public State of Florida

Printed Name: _____





WGI

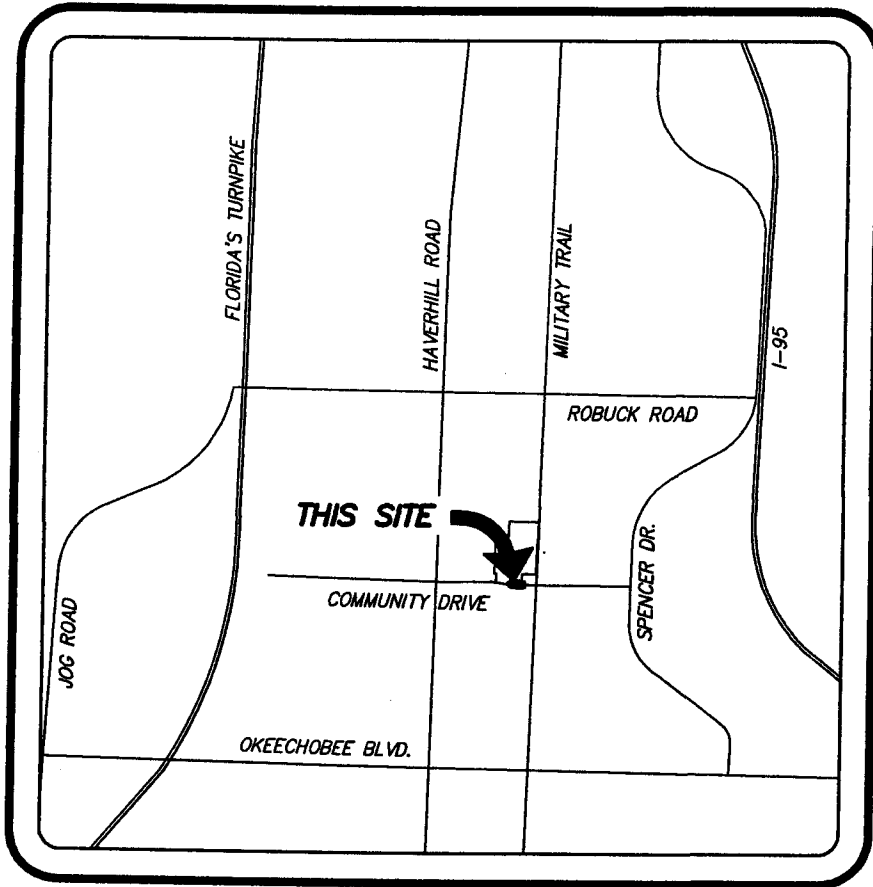
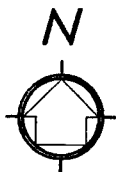
Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
 2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411
 (866) 909-2220 phone (561) 687-1110 fax
 CERTIFICATE OF AUTHORIZATION No. LB 7055
 ORLANDO - PORT ST. LUCIE - TAMPA
 www.wantmangroup.com

DESCRIPTION & SKETCH

PREPARED FOR:

OXBRIDGE ACADEMY OF THE PALM BEACHES



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
2. BEARINGS BASED ON THE SOUTH LINE OF SECTION 13, TOWNSHIP 43 SOUTH, RANGE 42 EAST, SAID LINE BEARS SOUTH 88°34'18" EAST, AND ALL OTHER BEARINGS RECITED HEREON ARE RELATIVE THERETO.

CERTIFICATION:

I HEREBY CERTIFY that the attached Description and Sketch is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards pursuant to Florida Statutes, Chapter 472 and as defined in Florida Administrative Code 5J-17.

For The Firm:
Wantman Group, Inc.

Derek G. Zeman

DATE: 6/11/12

DEREK G. ZEMAN,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 5655

DATE:	REVISION:	BY:	BY:	DATE:	
OFFICE	PBT	DATE	05/21/2012	JOB	10810876.08
CHECKED	DGZ	SHEET	1 OF 3	DWG	87608 SKETCH B-1

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 CERTIFICATE OF AUTHORIZATION No. LB 7055
 ORLANDO - PORT ST. LUCIE - TAMPA
 www.wantmangroup.com

DESCRIPTION & SKETCH

PREPARED FOR:

OXBRIDGE ACADEMY OF THE PALM BEACHES

LEGAL DESCRIPTION:

A PORTION OF TRACT "B", PLAT OF JEWISH COMMUNITY CAMPUS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 75, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT "B"; THENCE NORTH 88°34'18" WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT "B", A DISTANCE OF 28.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A CHORD BEARING OF NORTH 84°47'22" WEST; THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY LINE, WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,869.87 FEET, THROUGH A CENTRAL ANGLE OF 07°33'51" AN ARC DISTANCE OF 246.86 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A CHORD BEARING OF SOUTH 85°29'35" EAST; THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,867.36 FEET, THROUGH A CENTRAL ANGLE OF 06°09'25" AN ARC DISTANCE OF 200.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 88°34'18" EAST A DISTANCE OF 74.17 FEET; THENCE SOUTH 01°59'20" WEST ALONG THE EASTERLY BOUNDARY LINE OF THE AFOREMENTIONED TRACT "B", A DISTANCE OF 5.50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY THE RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN PALM BEACH COUNTY, FLORIDA.

SAID LANDS CONTAIN 895 SQUARE FEET MORE OR LESS.

DATE:

REVISION:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

			OFFICE	PBT	DATE 05/21/2012	JOB 10810876.08
			CHECKED	DGZ	SHEET 2 OF 3	DWG 87608 SKETCH B-1

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WGI
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EXHIBIT "A"

LEGEND:

- Δ = Central Angle
- ℄ = Center line
- CONC. = Concrete
- FND. = Found
- L = Length
- MON = Monument
- ORB = Official Records Book
- PBCR = Palm Beach County Records
- PB = Plat Book
- PG. = Page
- PLS = Professional Land Surveyor
- R/W = Right-of-Way
- R = Radius
- RB = Road Book

DESCRIPTION & SKETCH

PREPARED FOR:

OXBRIDGE ACADEMY OF THE PALM BEACHES

TRACT "B"
PALM BEACH JEWISH COMMUNITY CAMPUS CORP.
(AKA MEYER JEWISH ACADEMY)
PLAT BOOK 68 PAGE 75

10' FPL
EASEMENT
(ORB 2511,
PG. 971)

R=1867.36'
Δ=6°09'25"
L=200.67'

C.B.=S85°29'35"E

S88°34'18"E
74.17'

S01°59'20"W
5.50'

EAST BOUNDARY LINE TRACT "B"

SOUTH LINE OF SECTION 13
Township 43 South, RANGE 42 East

R=1869.87'
Δ=7°33'51"
L=246.86'
CB=N48°47'22"W

N88°34'18"W
28.25'

P.O.B.
SOUTHEAST
CORNER
TRACT "B"

COMMUNITY DRIVE
(ORB 2535, PG. 1518, PBCR)
(RB 5, PG. 124, PBCR)

SOUTHERLY BOUNDARY LINE
TRACT "B"

40.00'
40.00'

R/W



SCALE: 1" = 50'
(Intended Display Scale)

DATE:

REVISION:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

			OFFICE	PBT	DATE	05/21/2012	JOB	10810876.08
			CHECKED	DGZ	SHEET	3 OF 3	DWG	87608 SKETCH B-1

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