

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: February 4, 2014                      Consent                       Regular   
Public Hearing

Department: Water Utilities Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to accept: an Assignment of Utility Easement by Globex Investment Group II, LLC (Globex) to Palm Beach County (County).

**Summary:** Globex desires to assign and convey to the County its interest in the Utility Easement granted on October 14, 1996, by Park Pointe Community Association, Inc, to Maria A. Romanelli Trust, and recorded in ORB 9498 Pg 241 (Utility Easement), subject to the reservation to itself of certain indemnity provisions and requirements of the Utility Easement. The Water Utilities Department recommends to accept the Assignment of Utility Easement. District 2 (MJ)

**Background and Justification:** Globex is the owner of a property (Property) on Jog Road, south of 10<sup>th</sup> Avenue North, and proposes to construct a day care center. The project is required to connect to a public wastewater system. County requested a utility easement to approve a connection to the nearest County owned wastewater facility, located on Park Pointe property. Upon completion of construction, County will assume the ownership of the constructed wastewater facilities, expanding its wastewater collection system and providing potential wastewater service connection possibilities to adjacent properties. The Utility Easement, previously granted to the predecessor of Globex, shall be assigned to the County. Certain indemnity provisions and requirements will remain the responsibility of Globex and any successor(s) owners of the Property.

**Attachments:**

1. Location Map
2. One (1) Original Assignment of Utility Easement with Exhibit A

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Recommended By:                       1/22/14  
Department Director                      Date

Approved By:                       1/29/14  
Assistant County Administrator                      Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Budget Account No.:</b>	<b>Fund</b> _____	<b>Dept</b> _____	<b>Unit</b> _____	<b>Object</b> _____	

Is Item Included in Current Budget?    Yes \_\_\_    No \_\_\_

Reporting Category    N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

No Fiscal Impact

**C. Department Fiscal Review:**    Debra M West

**III. REVIEW COMMENTS**

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

*[Signature]* 1/23/2014  
 OFMB 510 1/22 1/22

*[Signature]* 1/28/14  
 Contract Development and Control  
 1-28-14 B.W. Hecker

**B. Legal Sufficiency:**

*[Signature]* 1/28/14  
 Assistant County Attorney

**C. Other Department Review:**

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

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



**Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities**

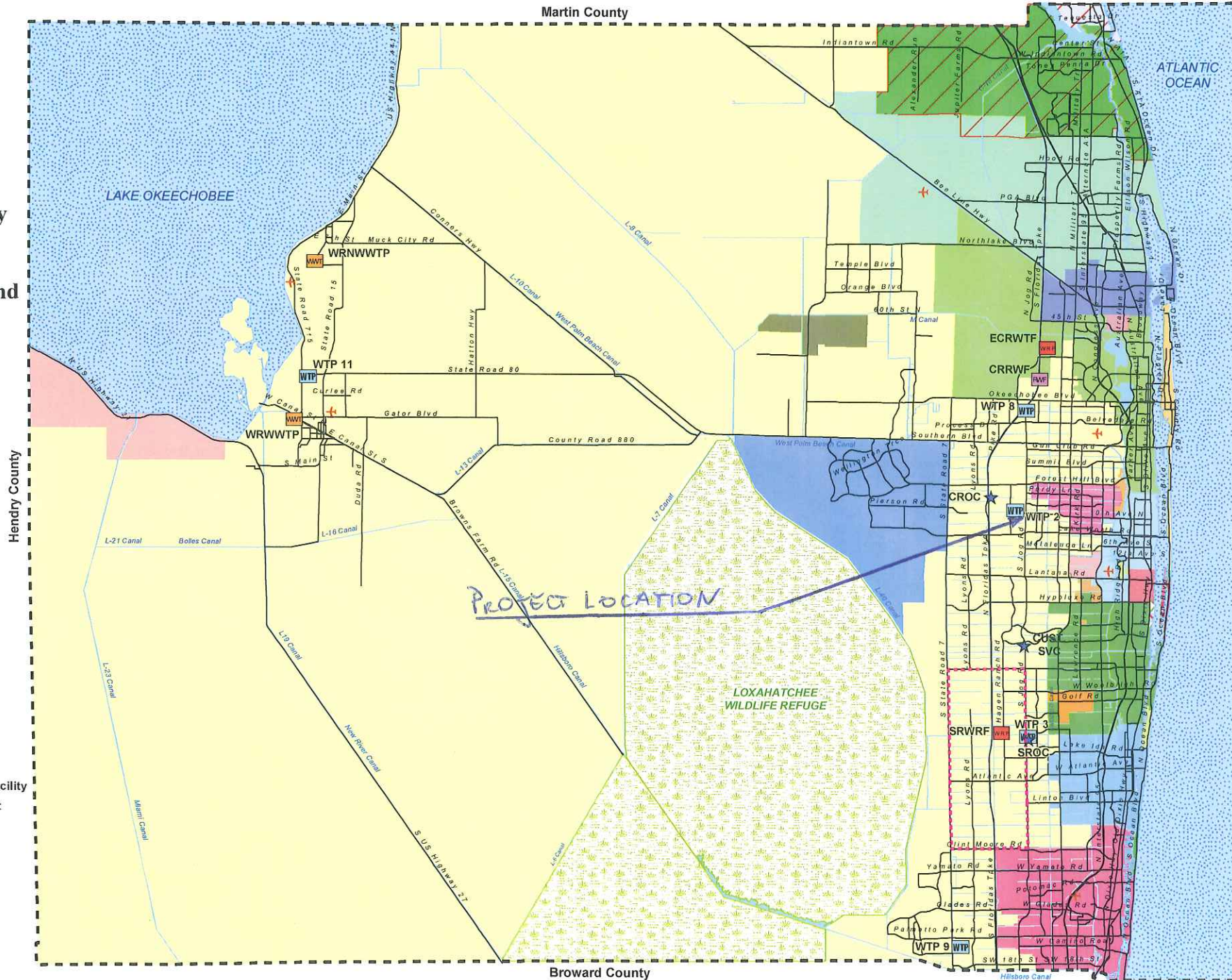
Attachment 1

**Legend**

- ★ Administration
- WTP Water Treatment Plant
- RWF Reclamation Facility
- WRW Wastewater Reclamation Facility
- WWTP Wastewater Treatment Plant
- Mandatory Reclaimed SA
- - - Palm Beach County Limits
- P.B.C.W.U.D. Service Area



NOT TO SCALE



PREPARED BY AND RETURN TO:  
F. Martin Perry  
Perry & Taylor, P.A.  
4500 PGA Blvd., Suite 204  
Palm Beach Gardens, FL 33418

#### ASSIGNMENT OF UTILITY EASEMENT

THIS ASSIGNMENT OF UTILITY EASEMENT is made this 22<sup>nd</sup> day of November, 2013 by and between Globex Investment Group II, LLC, as Assignor whose address is 2239 Stotesbury Way, Wellington, FL 33414, and Palm Beach County, a political subdivision of the State of Florida, as Assignee, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401.

#### WITNESSETH:

WHEREAS, on October 14, 1996 Park Pointe Community Association, Inc., a Florida not-for-profit corporation, f/k/a Lucerne Park Community Association, Inc., as Grantor, granted a Utility Easement to Maria A. Romanelli Trust, as Grantee, which Utility Easement was recorded in the Public Records of Palm Beach County, Florida on October 24, 1996 at Official Record Book 9498, Page 241; and

WHEREAS, Assignor is the successor in interest to Maria A. Romanelli Trust as to that tract of land described in Exhibit A to the aforesaid Utility Easement; and

WHEREAS, Assignor owns certain property within Palm Beach County, which is further described in Exhibit "A" to the Utility Easement (hereinafter, the "Property").

WHEREAS, it is necessary to utilize the Utility Easement to provide wastewater service to the Property.

WHEREAS, Assignor desires to assign and convey all of its interest in the aforesaid Utility Easement to Assignee subject only to the reservation to itself of the indemnity provisions and requirements set forth in Paragraphs 4 and 5 of the Utility Easement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency which are hereby acknowledged, Assignor hereby assigns and conveys to Assignee all of its rights in and to the nonexclusive perpetual easement appurtenant to the property described in Exhibit A to the attached Utility Easement subject only to the reservation to Assignor of the indemnity provisions and requirements set forth in paragraphs 4 and 5 therein as to which Assignor and any successor owner(s) of the Property agree to continue to be bound to in perpetuity. In addition, Assignor and any successor owner(s) to the Property, acknowledge that the Utility Easement is necessary for the continued provision of wastewater service to the Property, and that, if the Utility Easement is terminated for any reason whatsoever, that Assignor and any successor owner(s) to the Property shall be required to replace the Utility Easement or to make provision for an alternate connection to the County's wastewater system. This Assignment shall be recorded and is intended to run with the land to successor owner(s) of the Property.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Utility Easement on the date first above written.

WITNESSES:

[Signature]  
Print Name: Alicia Brown  
[Signature]  
Print Name: Carlton Cason

Assignor:

Globex Investment Group II, LLC  
By: [Signature]  
Its Managing Member

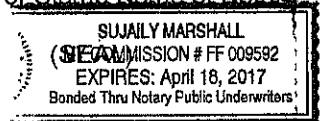
Notary

STATE OF FLORIDA  
COUNTY OF

Neil Williams The foregoing instrument was acknowledged before me this 22 day of November, 2013 by Neil Williams, managing member of Globex Investment Group II, LLC, who is personally known to me or who produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

Type, Print, or Stamp Name of Notary



ASSIGNEE'S ACCEPTANCE

ASSIGNEE HEREBY accepts and agrees to all terms and conditions of this Assignment of Utility Easement in consideration of the grant thereof.

ATTEST:  
SHARON R. BOCK,  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Priscilla Taylor, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director-Water Utilities

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
Richard W. Carlson, Jr., Esq.  
2377 Crawford Court  
Lantana, FL 33462-2511

OCT-24-1996 11:06am 96-373525  
ORB 9498 Pg 241  
1  
Con 1.00 Doc .70

UTILITY EASEMENT

THIS UTILITY EASEMENT ("Utility Easement") is made this 14<sup>th</sup> day of October, 1996, by and between Park Pointe Community Association, Inc., a Florida not-for-profit corporation, f.k.a. Lucerne Park Community Association, Inc., ("Grantor") whose address is 3201 Jog Park Drive, Lake Worth, Florida, 33467, and Maria A. Romanelli, Trust ("Grantee") whose address is 4240 Fairview Court, Lake Worth, FL, 33467.

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Palm Beach County, Florida, known as Tracts A and B, Lucerne Park Plat No. 2, according to the plat thereof on file in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 49, Page 196 (the "Property"); and,

WHEREAS, the Property has a certain public sanitary sewer line installed in a public utility easement; and,

WHEREAS, pursuant to governmental requirements Grantee must connect to the public sanitary sewer line; and,

WHEREAS, it is necessary to provide for a utility easement to conveniently access the sanitary sewer line with minimum disruption to Grantor.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee non-exclusive perpetual easement appurtenant to the property described in Exhibit A, attached hereto and made a part hereof, for the installation of a sanitary sewer line over, upon, and through the property described in Exhibit B, attached hereto and made a part hereof ("Easement Area"), subject to the following terms and conditions:

1. Grantor reserves the right and privilege to use and occupy, and to grant others the right to use and occupy the Easement Area for any use which does not impair the purposes for which the easement was granted. By acceptance of this easement, Grantee acknowledges that an access tract and parking, irrigation, landscaping, and fencing will not impair the purposes for which the easement is granted.

2. The construction, installation, repair, replacement, and maintenance of the sanitary sewer line installed pursuant to this easement shall be the responsibility of Grantee and shall be done in accordance with generally accepted engineering principles and any plans and specifications approved in the governmental permitting process. Grantee shall at all times observe in the use of the Easement Area all applicable municipal, county, state, and federal laws, ordinances, codes, statutes, rules, and regulations. Grantee shall repair, replace, and restore the Easement Area to the condition in which it existed prior to its work in the Easement Area.

3. Grantor hereby reserves all rights with respect to the Easement Area not specifically granted by this instrument.

4. Grantee shall keep the Easement Area (and all portions thereof) at all times free of mechanics' liens and other liens for labor, services, supplies, equipment, or materials purchased or procured, directly or indirectly, by or for the Grantee (or any entity related or affiliated with the Grantee). Grantee agrees that it will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, suppliers, and others of like character, and will indemnify, defend, and hold Grantor harmless from all liabilities, expenses, damages, claims, costs, charges and fees, including, without limitation, bond payments for release of liens and attorneys' fees and costs reasonably incurred in discharging the Easement Area (or any portion thereof) from any liens, judgments, or encumbrances caused or suffered by or through the Grantee, whether or not suit is brought or appeals taken therefrom. In the event any such liens shall be made or filed, Grantee shall bond against or discharge same within thirty (30) days after receiving written notice of the filing of same. Grantee shall not have any authority to create any liens for labor or material on the Easement Area, and all persons contracting with the Grantee for the performance of any services, supply of materials, or provision of any work done in, on, or around the Easement Area, and all materialmen, contractors, suppliers, mechanics, and laborers are hereby charged with notice that they must look solely to the Grantee to secure payment of any bill for work done or material furnished at the request or instruction of Grantee. Grantee shall include the immediately preceding sentence in each and every construction contract and maintenance agreement with respect to the Easement Area.

5. Grantee hereby agrees, and all parties by virtue of their use of the Easement Area shall be deemed to have agreed, to indemnify, defend, and hold harmless Grantor (and any entity which controls, is controlled by, or is under common control with Grantor, directly or indirectly, and all of their respective officers, directors, partners, employees, successors, and assigns) from and against any and all liabilities, damages, claims, costs, or expenses

whatsoever (including all reasonable attorneys' fees and costs whether suit be brought or any appeals taken therefrom) arising from, growing out of, or connecting in any way with any use of the Easement Area.

6. This Utility Easement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation or administrative proceeding shall be exclusively Palm Beach County, Florida.

7. All provisions of this instrument shall run with the land and shall be binding upon and inure to Grantor's and Grantee's successors, assigns, contractors, agents, and employees.

8. Grantor does hereby fully warrant that Grantor has good title to the Easement Area and that it has full power and authority to grant this easement.

IN WITNESS WHEREOF. Grantor has executed this Utility Easement the date first-above written.

WITNESSES:

Joel H. Goldman  
Print Name: Joel Goldman

Hannah L. Wilson  
Print Name: Hannah L. Wilson

GRANTOR:

Park Pointe Community Association, Inc.,  
a Florida not-for-profit corporation.

By: Jay Fertig  
Jay Fertig, President

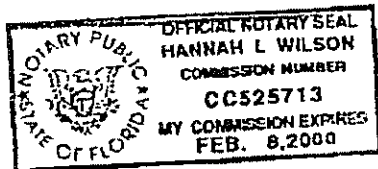
Notary

STATE OF FLORIDA  
COUNTY OF PALM BEACH Wade

The foregoing instrument was acknowledged before me this 14th day of October, 1996, by Jay Fertig, as President of Park Pointe Community Association, Inc., who is personally known to me or who produced as identification.

Hannah L. Wilson  
Notary Public

Hannah L. Wilson  
Type, Print, or Stamp Name of Notary



(SEAL)



GRANTEE'S ACCEPTANCE

GRANTEE HEREBY accepts and agrees to all terms and conditions of this Utility Easement in consideration of the grant thereof.

WITNESSES:

GRANTEE:

[Signature]  
Print Name: ROCCO ROMANELLI

Maria A. Romanelli Trust

[Signature]  
Print Name: LINDA L. BRYANT

By: [Signature], Trustee  
Maria A. Romanelli, Trustee

Notary

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 1996, by Maria A. Romanelli, Trustee of Maria A. Romanelli Trust, who is personally known to me or who produced N/A as identification.

[Signature]  
Notary Public

LINDA L. BRYANT  
Type, Print Name, State of Florida, Notary  
My comm. expires Nov. 30, 1997  
Comm. No. CC 334864  
Bonded thru LAWYERS SURETY

Not a certified copy

Tract 21, Block 22, Less the South 236 feet thereof, as measured perpendicular to the South line of Tract 21, and together with the South half of the 30 foot right-of-way (abandoned per Resolution R-85-994, Palm Beach County records) lying between Tracts 20 and 21, Block 22, THE PALM BEACH FARMS COMPANY, PLAT NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Pages 45 through 54.

EXHIBIT A TO UTILITY EASEMENT  
PAGE 1 OF 1

THIS IS NOT A CERTIFIED COPY

**EASEMENT DESCRIPTION:**

A 20 FOOT WIDE EASEMENT LYING IN TRACTS "A" AND "B", LUCERNE PARK PLAT NO. 2, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 49, PAGE 196, THE CENTERLINE OF SAID 20 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PLAT OF LUCERNE PARK PLAT NO. 2; THENCE N.00°26'20"E., AS A BASIS OF BEARING, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 381.58 FEET TO THE POINT OF BEGINNING; THENCE N.89°33'40"W, LEAVING SAID EAST LINE OF SAID PLAT, A DISTANCE OF 86.00 FEET TO THE POINT OF TERMINUS.

CONTAINING 1686 SQUARE FEET.

PREPARED BY:  
MICHAEL J MILLER, P.L.S. #4034  
MILLER LAND SURVEYING  
P.O. BOX 3646  
LANTANA, FLORIDA

DATE: 9/12/96

SHEET 1 OF 2

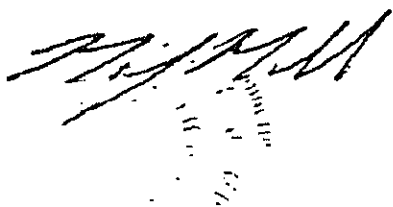
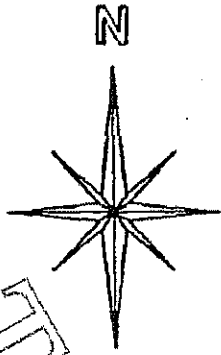


EXHIBIT B TO UTILITY EASEMENT  
PAGE 1 OF 2

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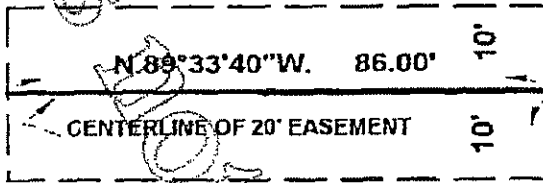
THIS IS NOT A SURVEY

SHEET 2 OF 2

EAST LINE OF LUCERNE PARK PLAT NO. 2

TRACT 21, BLOCK 22, LESS THE SOUTH 236'  
PALM BEACH FARMS COMPANY, PLAT NO. 3  
PLAT BOOK 2, PAGE 45

POINT OF TERMINUS



P.O.B.

LUCERNE PARK PLAT NO. 2,  
(PLAT BOOK 49, PAGE 196)

BEARING BASIS

381.58'

N 00° 26' 20'' E

236.08'

P.O.C.  
SOUTHEAST CORNER  
LUCERNE PARK NO. 2

EXHIBIT B TO UTILITY EASEMENT  
PAGE 2 OF 2

RECORDER'S MEMO: Legibility of document  
unsatisfactory when received.

S-22,874