

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

Meeting Date:	May 20, 2014	Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
		Public Hearing <input type="checkbox"/>	

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: One (1) Subordination of County Utility Interests Agreement with the Florida Department of Transportation (FDOT) for the subordination of one (1) utility easement along Military Trail and Community Drive.

Summary: The County presently has an interest in certain lands along Military Trail and Community Drive that have been determined necessary for highway puposes. This will require subordination of the County's interest to the FDOT. If necessary, the FDOT is willing to pay to have the County's facilities relocated to prevent conflict. The Water Utilities Department concurs with this request and recommends the Subordination of the Utility Easement ORB 5773, Page 930. There are no costs associated with the subordination of the easement. District 7 (MJ)

Background and Justification: In December 1986 and November 1987, the Meadowbrook Utilities Systems, Inc. was granted an easement along Military Trail and Community Drive. The original easement was recorded in the Official Records of Palm Beach County in ORB 5773, Page 930. Palm Beach County Water Utilities acquired the Meadowbrook Utility Systems, Inc. and the easement was assigned to the County in ORB 6156, Page 1850 on December 29, 1988.

Attachments:

1. Location Map
2. Four (4) Original Subordination of County Utility Interests Parcel No 803.2

Recommended By:	 Department Director	4/22/14 Date
Approved By:	 Assistant County Administrator	5/1/14 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>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.: Fund _____ Dept _____ Unit _____ Object _____					

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: Delra m west

III. REVIEW COMMENTS

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

[Signature] 4/28/2014
OFMB 4/25 4/25 4/25

[Signature] 4/30/14
Contract Development and Control
4-30-14 [Signature]

B. Legal Sufficiency:

[Signature] 4/30/14
Assistant County Attorney

C. Other Department Review:

Department Director

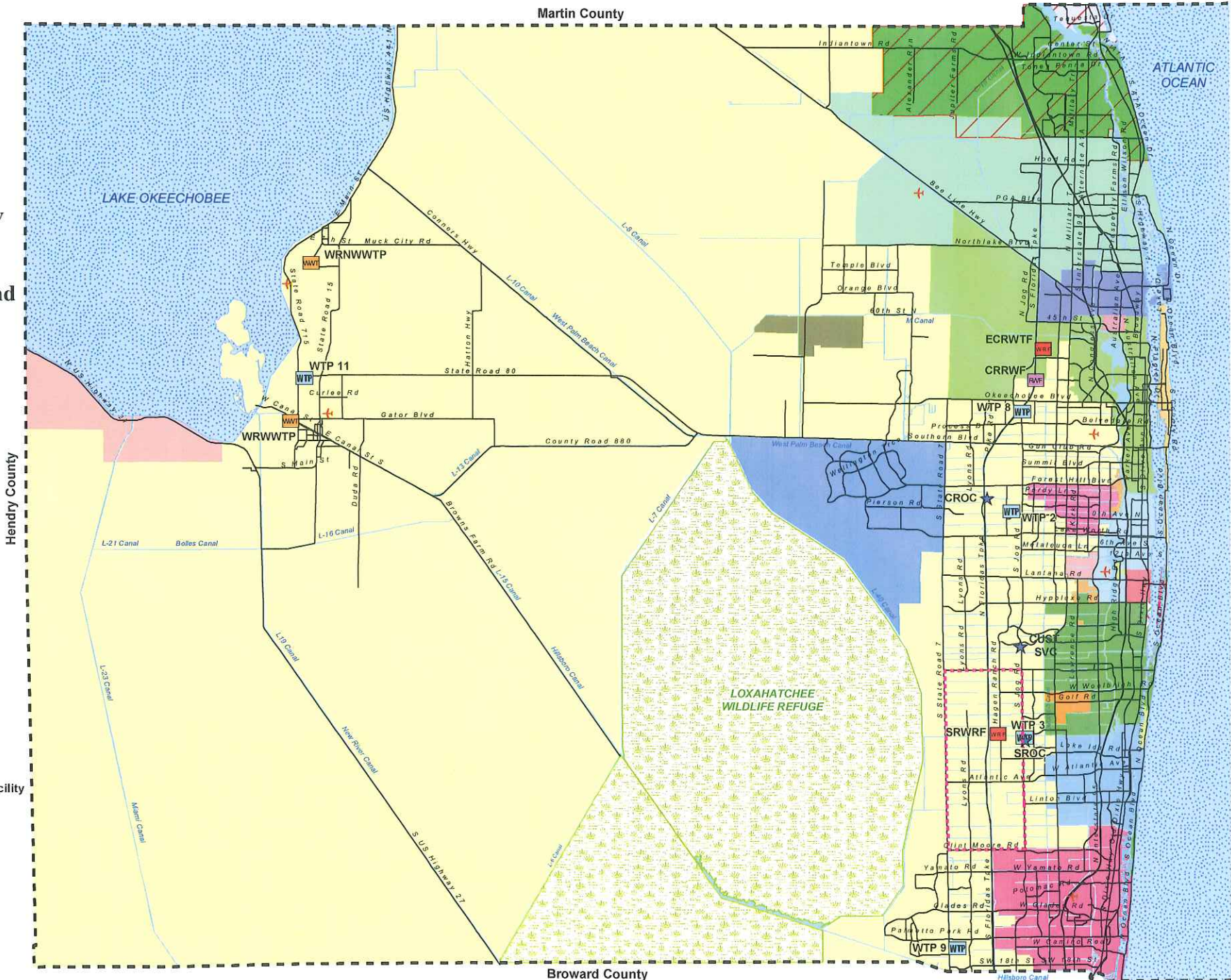
This summary is not to be used as a basis for payment.



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

Attachment 1

- Legend**
- ★ Administration
 - WTP Water Treatment Plant
 - RMF Reclamation Facility
 - WRF Wastewater Reclamation Facility
 - WWTP Wastewater Treatment Plant
 - Mandatory Reclaimed SA
 - - - - - Palm Beach County Limits
 - Yellow P.B.C.W.U.D. Service Area



23-UTL.02-08/13-PBC

This instrument prepared
under the direction of:
Dawn Raduano, Esq. _____
Legal Description prepared by:
Pete Diaz, P.S.M. (08-13-13)
Document prepared by:
Grace K. Abel (08-29-13)
Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No. 803.2
Item/Segment No. 4231172
Section: 93576-2500
Managing District: 04
S.R. No. 809
County: Palm Beach

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT entered into this _____ day of _____,
201____, by and between the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, hereinafter called the FDOT, and PALM BEACH COUNTY, a
Political Subdivision of the State of Florida, hereinafter called the
COUNTY.

W I T N E S S E T H:

WHEREAS, the COUNTY 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
the COUNTY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the COUNTY'S
facilities relocated if necessary to prevent conflict between the
facilities so that the benefits of each may be retained.

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

COUNTY subordinates to the interest of FDOT its successors and
assigns, any and all of its interest in the lands as follows, viz:

Parcel No. 803

Item/Segment No. 4231172
(Section: 93576-2500)

A portion of CROSSTOWN PLAZA, according to the plat thereof, as
recorded in Plat Book 55, Page 117 of the Public Records of Palm Beach
County, Florida, lying in Section 24, Township 43 South, Range 42
East, and being more particularly described as follows:

(Continue on the next page)

Commence at the North One-Quarter (N 1/4) Corner of said Section 24; thence South 01°23'23" West along the East line of the Northwest One-Quarter (NW 1/4) of said Section 24, a distance of 40.00 feet to a point on the Baseline of Survey of Community Drive, as shown on the Florida Department of Transportation Right of Way Map of Item/Segment No. 4231172, Section 93576-2500; thence North 88°34'18" West along said Baseline of Survey, a distance of 97.79 feet; thence South 01°25'42" West along a line at a right angle to the last described course, a distance of 47.11 feet to the POINT OF BEGINNING; thence North 87°36'28" West, a distance of 65.76 feet; thence North 88°34'18" West, a distance of 292.19 feet to the beginning of a curve concave to the Northeast, having a chord bearing of North 87°11'27" West; thence Northwesterly along the arc of said curve, having a radius of 1,947.50 feet, through a central angle of 02°45'41", a distance of 93.86 feet to the end of said curve; thence South 04°11'23" West, a distance of 2.00 feet to the beginning of a non-tangent curve concave to the Northeast, having a chord bearing of South 87°11'27" East; thence Southeasterly along the arc of said curve, having a radius of 1,949.50 feet, through a central angle of 02°45'41", a distance of 93.95 feet to the end of said curve; thence South 88°34'18" East, a distance of 292.19 feet; thence South 87°36'28" East, a distance of 67.79 feet; thence North 43°29'58" West, a distance of 2.87 feet to the POINT OF BEGINNING.

Containing 906 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Utility Easement	12/16/86	Crosstown Plaza Associates, a Florida General Partnership	Meadowbrook Utility Systems, Inc., a Florida corporation	5773/930
Assignment of Easements	12/29/88	Meadowbrook Utility Systems, Inc., a Florida corporation	Palm Beach County, Florida	6156/1850

PROVIDED that the COUNTY has the following rights:

1. The COUNTY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the COUNTY or

require the COUNTY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The COUNTY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.
4. The COUNTY agrees to repair any damage to FDOT facilities, and, to the extent permitted by law, to indemnify the FDOT against any loss or damage resulting from the COUNTY exercising its rights outlined in Paragraphs 1 and 3 above. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor as a waiver of any defense the COUNTY may have under said statute, nor shall the same be construed to constitute agreement by the COUNTY to indemnify the FDOT for FDOT's negligent, willful or intentional acts or omissions, nor as consent to be sued by third parties.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Print Name: _____

By: _____
Name: JAMES A. WOLFE
Title: District Secretary
for District IV

Print Name: _____

Attorney approved as to form:

Name: DAWN RADUANO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by JAMES A. WOLFE, District Secretary for District IV, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By _____

Print Name: _____
Deputy Clerk

APPROVED AS TO FORM
LEGAL SUFFICIENCY


By _____

Print Name: Priscilla A. Taylor, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By _____

Print Name: _____
County Attorney

By 

Print Name: Bevin A. Beaudet, P.E.
Director, Water Utilities Department

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____
day _____, 201____, by _____,
Chair or Vice-Chair, Board of County Commissioners, who is personally
known to me or who has produced _____ as
identification and who did not take an oath.

Typed name of Acknowledger
Deputy Clerk

4231172-P. [REDACTED] /803.2

AUG-15-1988 09:17am 88-223960

UTILITY EASEMENT

ORD 5773 Pg 930

This agreement, made and entered into this 16 day of December, 1988 by and between CROSSTOWN PLAZA ASSOCIATES, a Florida General Partnership of the County of Palm Beach and State of Florida, hereinafter referred to as the Grantor, and MEADOWBROOK UTILITY SYSTEMS, INC., a Florida Corporation formed under the laws of the State of Florida, hereinafter referred to as the Grantee;

WITNESSETH, That the Grantor does hereby give and grant the Grantee and its assign, a right of way and easement for the purpose of ingress, egress, and utilities with full authority to enter upon, construct and maintain, as the Grantee and its assigns may deem necessary, water and sewer pipes and other utility facilities under and upon the following described land situated in Palm Beach County aforesaid, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Con 88-223960
10.00 Doc .50
JOHN B. DUNKLE, CLERK - PB COUNTY, FL

TO HAVE AND TO HOLD said right of way and easement unto said Grantee and its assigns forever.

The Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the Grantee and its assigns, out of and away from the herein granted right of way, and the Grantor, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the herein granted right of way that may interfere with the normal operations or maintenance of the utility facilities installed hereon.

Said Grantor does, hereby covenant with the Said Grantee, that it is lawfully seized and possessed of the real estate above described and that Grantor has a good and lawful right to convey the said easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above written.

GRANTOR:

CROSSTOWN PLAZA ASSOCIATES, a
Florida General Partnership

By: [Signature] (SEAL)
ANDY BROCK, Partner

WITNESS

WITNESS [Signature]

WITNESS

WITNESS [Signature]

By: [Signature] (SEAL)
ANDY BROCK, Partner

0291e/0006e

0291e/0006e

-D-

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

ORB 5773 Pg 931

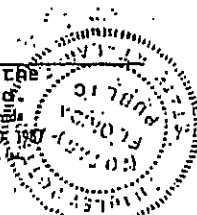
Before me the undersigned authority, this day appeared ANDY BROCK and HERB BROCK, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they severally acknowledged before me that they executed the same for the purposes herein expressed, on behalf of CROSSTOWN PLAZA ASSOCIATES, a Florida General Partnership.

WITNESS my hand and official seal this 16th day of December, A. D. 1986.

My Commission Expires:

Shirley Patten
Notary Public in and for the
County and State aforesaid.

Notary Public, State of Florida
My Commission Expires Aug. 2, 1987
Recorded This Day with Department, File #



1/83

LEGAL DESCRIPTION

CROSSTOWN PLAZA

I ORB 5773 Pg 932

A PARCEL OF LAND SITUATE IN SECTION 24, TOWNSHIP 43 SOUTH,
RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE QUARTER CORNER OF SAID SECTION 24,
THENCE $500^{\circ}00'23''$ W ALONG THE NORTH-SOUTH QUARTER SECTION LINE A
DISTANCE OF 95.04 FEET; THENCE $N89^{\circ}59'37''$ W A DISTANCE OF 59.64
FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILITARY
TRAIL, SAID POINT ALSO BEING A POINT ON A CURVE, HAVING A
RADIUS OF 57355.78 FEET, CONCAVE TO THE EAST, SAID POINT ALSO
BEING THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING; THENCE $N44^{\circ}52'55''$ W A DISTANCE OF
21.28 FEET; THENCE $N89^{\circ}57'18''$ W A DISTANCE OF 427.69 FEET TO THE
BEGINNING OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF
1949.88 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE,
SUBTENDING A CENTRAL ANGLE OF $10^{\circ}20'30''$, A DISTANCE OF 351.94
FEET TO THE END OF SAID CURVE; THENCE $N79^{\circ}36'48''$ W A DISTANCE OF
100.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH,
HAVING A RADIUS OF 1869.85 FEET; THENCE WESTERLY ALONG THE ARC
OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF $10^{\circ}20'30''$, A
DISTANCE OF 337.50 FEET TO END OF SAID CURVE; THENCE
 $N89^{\circ}57'18''$ W A DISTANCE OF 56.87 FEET, THE LAST SIX (6) COURSES
BEING COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF S.W. 12th
STREET, (O. R. BOOK 2535, PG. 1520); THENCE $S00^{\circ}04'07''$ W A
DISTANCE OF 664.42 FEET; THENCE $N89^{\circ}57'31''$ E A DISTANCE OF
1283.96 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY
LINE OF MILITARY TRAIL; THENCE $N00^{\circ}00'23''$ E A DISTANCE OF 365.28
FEET, TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST, HAVING
A RADIUS OF 57355.78 FEET; THENCE NORTHERLY ALONG THE ARC OF
SAID CURVE, SUBTENDING A CENTRAL ANGLE OF $00^{\circ}12'07''$, A DISTANCE
OF 202.22 FEET TO END OF SAID CURVE AND THE POINT OF
BEGINNING. THE LAST TWO (2) COURSES BEING COINCIDENT WITH THE
PROPOSED WESTERLY RIGHT-OF-WAY LINE OF MILITARY TRAIL.

THE ABOVE DESCRIBED PARCEL CONTAINS 18.013 ACRES, MORE OR LESS.

1717H

THIS INSTRUMENT WAS PREPARED BY:
JOHN B. DUNKLE

JOHN B. DUNKLE
ALSO BY
JOHN B. DUNKLE

JOHN B. DUNKLE
CITY AND STATE

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

[Signature]

4231172-P. [REDACTED] /803.2

Shirley A. Bower ✓
1675 Palm Beach Lakes Blvd. #200
West Palm Beach, FL 33411

AUG-09-1989 03:53pm 89-225762

ORB 6156 Pg 1850

ASSIGNMENT OF EASEMENTS

This Assignment of Easements, made and executed as of the 29 day of December, 1988, by MEADOWBROOK UTILITY SYSTEMS, INC., a corporation existing under the laws of Florida, hereinafter called the "Grantor", to PALM BEACH COUNTY, FLORIDA, hereinafter called the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of its right, title and interest in and to those certain easements situate in Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

Grantor hereby covenants with the said Grantee that it is lawfully seized of the said easements; that it has good right and lawful authority to sell and convey the same, that it hereby fully warrants the title to said easements and will defend the same against the lawful claims of all persons whomsoever, and that said easements are free from all encumbrances.

This Assignment of Easements shall bind and inure to the benefit of the Grantee, its respective representatives, successors and assigns.

WITNESSES:

MEADOWBROOK UTILITY SYSTEMS, INC.,
a Florida corporation

[Signature]
[Signature]

By *[Signature]*
GEORGE E. BUSCHER, President



ATTEST:

By *[Signature]*
VIRGINIA M. BUSCHER, Secretary

PAGE 1 OF 3

EXHIBIT "A"

DRB. 6156 Pg 1852