

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

Meeting Date: August 19, 2014	<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: An assignment of a grant of non-exclusive easement to the Town of Jupiter (Town) for the operation and maintenance of the drainage system serving Bush Road.

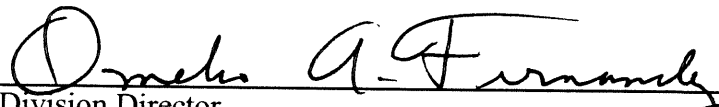

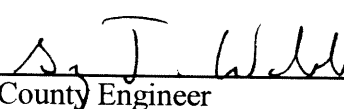
SUMMARY: Approval of this assignment of a grant of non-exclusive easement will assign the existing easement originally recorded in Official Record Book 8760, Page 992 to the Town. In a letter dated July 3, 2014, the Town requested said non-exclusive easement be assigned, in order for them to take over the operation and maintenance of the drainage system serving Bush Road. The Town is currently maintaining Bush Road, which is entirely within their municipal limits.

District 1 (MRE)

Background and Justification: In 1995, Palm Beach County (County) received a grant of non-exclusive easement (ORB 8760, page 992) from Walmart Stores, Inc. to establish an easement for the drainage system of Bush Road located off Indiantown Road. On November 10, 1998, the County approved (R98-1852D) the transfer of the traffic control jurisdiction and maintenance of Bush Road to the Town. The Walmart retail store located off Bush Road is in the process of being expanded, which requires said non-exclusive easement to be reconfigured. Since Bush Road is already under the jurisdiction and maintenance of the Town, the assignment of the non-exclusive easement is recommended. In addition to providing the operation and maintenance of the drainage system that serves Bush Road, the Town will be able to control any required reconfiguration of said non-exclusive easement.

Attachments:

1. Location Map
2. Assignment of a Grant of Non-Exclusive Easement
3. Letter from the Town of Jupiter (July 3, 2014)
4. Grant of Non-Exclusive Easement (ORB 8760, page 992)

Recommended by:	 Division Director	7/11/14 Date	
Approved by:	 County Engineer	7/10/14 Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
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
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Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

~~*~~ This item has no fiscal impact.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

5/10
2/21

SA
7/22/14

OFMB

7/22/2014

John J. Jacobson 7/23/11
Contract Dev. and Control
7-23-11/3676666

**B. Approved as to Form
and Legal Sufficiency:**

Mr. [Signature] 7/24/14
Assistant County Attorney

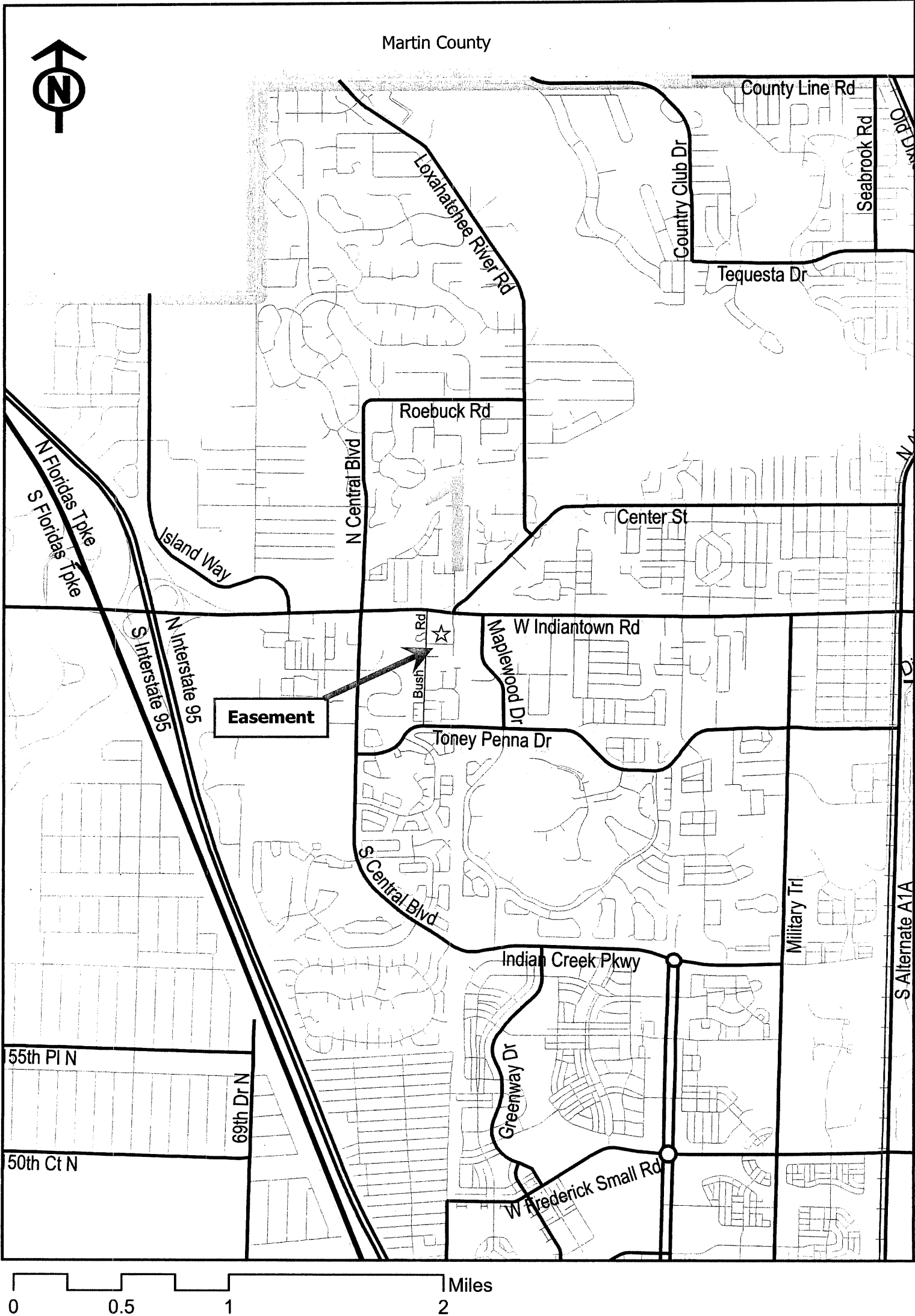
C. Other Department Review:

Department Director

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

Project Location

Assignment of Easement
To the Town of Jupiter ORB 8760 PG 992
Palm Beach County



Location Sketch

WILL CALL 1066
Prepared by: Marlene R. Everitt, Esq., Assistant County Attorney
Return to: Right-of-Way Acquisition Section
Post Office Box 21229, West Palm Beach, FL 33416
Attention: Tripp Cioci
Account No.: 1010
A Portion of PCN: 30-42-41-03-24-000-0060

ASSIGNMENT OF GRANT OF NON-EXCLUSIVE EASEMENT

Whereas, on May 24, 1995, a non-exclusive easement was granted to Palm Beach County (County) for drainage purposes of Bush Road, which was recorded in Official Record Book 8760, Page 992, inclusive, Public Records of Palm Beach County, Florida; and,

Whereas, on November 10, 1998, the County approved (R98-1852D) the transfer of the traffic control jurisdiction and maintenance of Bush Road to the Town of Jupiter (Town); and,

Whereas, said non-exclusive easement is adjacent to Bush Road, and more particularly described in Official Record Book 8760, Page 992; and,

Whereas, the Town has requested that said non-exclusive easement be assigned to them, in order for the Town to take over the operation and maintenance of the drainage system serving Bush Road, and coordinate any required reconfiguration associated with the expansion of a Walmart retail store; and,

Whereas, said non-exclusive easement is no longer required by the County.

NOW, THEREFORE, in consideration of the request from the Town, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County does hereby assign the non-exclusive easement as described in Official Record Book 8760, Page 992 to the Town.

TO HAVE AND TO HOLD THE SAME, unto the Town, its successors and assigns forever; provided by acceptance of this Assignment of Grant of Non-Exclusive Easement, the Town agrees for itself and its successors and assigns, to assume and undertake all of the obligations of the County set forth in said non-exclusive easement.

IN WITNESS WHEREOF, the County has caused this Assignment of Grant of Non-Exclusive Easement to be executed on this _____ day of _____, 2014.

ATTEST:

SHARON R. BOCK,
Clerk & Comptroller

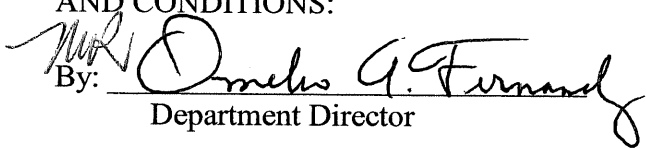
**PALM BEACH COUNTY, a political
Subdivision of the State of Florida**

**BY ITS BOARD OF
COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO TERMS
AND CONDITIONS:

By: 
Department Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

JUL 07 2014



TOWN OF JUPITER

UTILITIES

PO BOX 8900

JUPITER, FL 33468-8900

FAX (561) 747-5634

July 3, 2014

Mr. Tripp D. Cioci
Palm Beach County Board of County
Commissioners
Engineering & Public works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Fl. 33411

RE: Assignment of Drainage Easement (Bush Road Drainage Outfall)

Dear Mr. Cioci,

The Town of Jupiter is requesting that the entire easement referenced in Official Records Book 8760, page 992 be assigned to the Town. This will allow the Town to take over the operation and maintenance of the drainage system serving Bush Road, which is owned by the Town.

Your cooperation in this matter is greatly appreciated.

Sincerely,

David J. Rotar
Utilities Services Manager

DJR/cf

MAY-24-1995 2:16PM 95-164540

ORB 8760 Pg 992

Return to:

RIGHT OF WAY - U.C.G.
~~Charles W. Rich, P.E., Director~~
~~Engineering Services Division~~
~~Palm Beach County Engineering Department~~
~~P.O. Box 21229~~
~~West Palm Beach, Florida 33416-1229~~

This Instrument Prepared by:

Maureen Cullen, Assistant County Attorney
County Attorney's Office
301 North Olive Avenue
West Palm Beach, Florida 33401

ACCR. 360-4240-4921
PCN 30 42 4103 2400-0000 0000 0000 GRANT OF NON-EXCLUSIVE EASEMENT

THIS GRANT OF EASEMENT, made this 5th day of January, 1995 by and between WAL-MART STORES, INC., AND GLENBEIGH OF THE PALM BEACHES, a Florida General Partnership, hereinafter called "Grantors" and the COUNTY OF PALM BEACH, of the State of Florida, hereinafter "Grantee".

WITNESSETH:

WHEREAS, Grantors are the owners of certain real property located in Palm Beach County, Florida, more particularly described in Exhibit "A", hereinafter "Property", and

WHEREAS, Grantee has requested that Grantors grant Grantee a non-exclusive easement for drainage purposes under the Property and

WHEREAS, Grantors have agreed to grant Grantee such Easement for drainage purposes.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and the mutual covenants contained herein, the adequacy and receipt of which are hereby acknowledged, the parties agreed to the following:

1. The facts set forth above are true and correct.
2. Grantors do hereby establish and grant unto Grantee a non-exclusive drainage easement under the Property. Grantee, in constructing the Easement, shall comply with all governmental regulations of those agencies having jurisdiction over the Property and the construction of such Easement.
3. Grantors convey the Easement to Grantee for the sole purpose of drainage and reserve the right to connect to the Drainage Facilities to be constructed in such Easement in accordance with the plans for such Drainage Facilities.
4. Grantee covenants that Grantee shall, at all times hereinafter and at its sole cost and expense, repair, maintain and rebuild in a proper, substantial and workmanlike manner, the above described Easement.
5. Grantors retain, reserve, and shall continue to enjoy use of the surface of the Property, including the Property above the easement.
6. The parties agree that if at any time the Easement is abandoned by Grantee, then the rights of the Grantors to use said Easement shall continue.
7. Subject to the limitations set forth in Section 768.28 Florida Statutes, Grantee covenants that it shall hold Grantors harmless from any liability, claim or lien arising out of any of the activities of Grantee in connection with the Easement. Grantors assume no liability or responsibility to Grantee or any person using the Easement for any other reason than at the express request of the Grantors.

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS
JAN 5-15-95

8. Grantee agrees that it shall restore any damage done to the Property in connection with the maintenance, operation or use of the easement.

9. By execution hereof, the Grantee accepts this Grant of Easement and agrees to be bound by the terms hereof.

10. Grantors reserve the right to grant or dedicate additional non-exclusive easements that will not interfere with Grantee's drainage facilities within the easements. Any party causing damage to Drainage Facilities shall be fully responsible for such damage and shall reimburse Grantee. In the event Grantee undertakes any maintenance or repair work, Grantors will have not less than ten days prior written notice thereof so that any notice is given, Grantee shall not be responsible or liable for any damage resulting to such shrubbery and landscaping.

11. This Grant of Easement shall run with the Property and shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto, their successors and assignees.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 5th day of January, 1995.

Signed, Sealed and Delivered
in the presence of:
(Signature of two witnesses
required by Florida Law)

[Signature]
Witness

Mike Barnett
Print Name Beneath Signature

[Signature]
Witness

Scott McGee
Print Name Beneath Signature

WAL-MART STORES, INC.

BY: [Signature]
Its ~~President~~ Assistant Vice President
J Robert Gray
Typed or printed name
of ~~President~~ Assistant Vice President

ATTEST: [Signature]
Its Secretary Assistant Secretary
Mike Davis
Typed or printed name
of Secretary Assistant Secretary

Mailing Address:
701 S. Walton Boulevard
Bentonville, Arkansas 72716

STATE OF Arkansas
COUNTY OF Benton

BEFORE ME, the undersigned authority, personally appeared J. Robert Gray, ASST. V. Secy who is personally known to me or who Mike Davis, ASST. Secy has/have produced themselves as identification and who did/did not take an oath, executed the foregoing instrument as such Officer(s) on behalf of the said Corporation for the uses and purposes therein expressed.

WITNESS my hand and Official seal this 31st day of January, 1995.
(NOTARY SEAL)

Signed: Dorothy L. Hill
Notary Public in and for
the County and State
aforementioned
Dorothy L. Hill
Typed or Printed Name of
Notary Public

My Commission Expires: 8-18-99

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 5th day of JANUARY, 1995.

Signed, Sealed and Delivered
in the presence of:
(Signature of two witnesses
required by Florida Law)

GLENBEIGH OF THE PALM BEACHES,
A Florida Joint Venture

ROBERT C. POLING
Print Name Beneath Signature

By: Thomas D. Wright
Thomas D. Wright

ROBERT C. POLING
Print Name Beneath Signature

By: Henry Posner, Jr.
Its General Partners

Mailing Address:
381 Mansfield Avenue
Pittsburgh, PA 15220

STATE OF PENNSYLVANIA
COUNTY OF Allegheny

BEFORE ME, the undersigned authority, personally appeared THOMAS D. WRIGHT and HENRY POSNER, JR. who are personally known to me ~~or who have produced~~ as identification and who did/did not take an oath, executed the foregoing instrument as such joint venturers of Glenbeigh of the Palm Beaches and Gateway Center Association, Inc.

WITNESS my hand and official seal this 5th day of January, 1995.

(NOTARIAL SEAL)

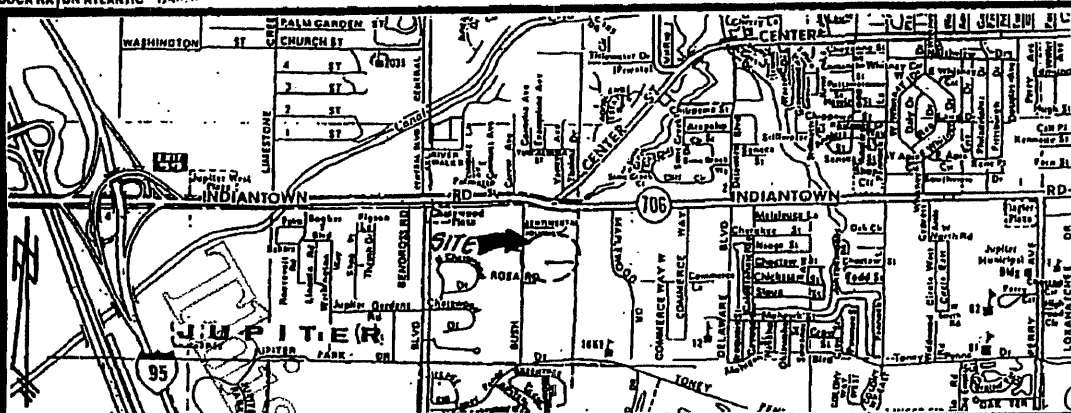
Signed: Antoinette R. Winand
Notary Public in and for
the County and State
aforementioned

My Commission Expires: 5-19-98

Antoinette R. Winand
Typed or Printed Name of
Notary Public

Notarial Seal
Antoinette R. Winand, Notary Public
Green Tree Area, Allegheny County
My Commission Expires May 19, 1998
Member, Pennsylvania Association of Notaries

BOCA RATON ATLANTIC 12-2-94



LOCATION MAP (NOT TO SCALE)

EXHIBIT A

LEGAL DESCRIPTION

A 10.00 FOOT EASEMENT FOR DRAINAGE PURPOSES OVER, UNDER AND ACROSS A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, THE NORTH LINE OF SAID 10.00 FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 AS SHOWN ON THE PLAT OF TARAGRAY, AS RECORDED IN PLAT BOOK 66, PAGES 112 THRU 114, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, PROCEED NORTH 88°34'26" WEST ALONG THE COMMON LINE OF SAID LOT 6 AND LOT 7, AS SHOWN ON SAID PLAT, A DISTANCE OF 354.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, AND THE POINT OF TERMINUS.

TOGETHER WITH:

A 20.00 FOOT EASEMENT FOR DRAINAGE PURPOSES OVER, UNDER AND ACROSS A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, SAID 20.00 FOOT EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, AS SHOWN ON THE PLAT OF TARAGRAY, AS RECORDED IN PLAT BOOK 66, PAGES 112 THRU 114 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, PROCEED SOUTH 88°34'26" EAST, ALONG THE COMMON LOT LINE OF SAID LOT 5 AND LOT 7 AS SHOWN ON SAID PLAT, A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5 AND THE POINT OF TERMINUS.

TOTAL AREA OF SAID EASEMENTS 9548.5 SQUARE FEET MORE OR LESS. SAID LINES OF SAID EASEMENTS TO BE EXTENDED OR SHORTENED AS REQUIRED TO INTERSECT ADJACENT EASEMENTS OR PROPERTY LINES.

THIS IS NOT
A SURVEY

REVISIONS 12-2-94: REV. LEGAL

PROJECT NAME: SKETCH OF LEGAL DESCRIPTION

WAL - MART

LINDAHL, BROWNING FERRARI & HELLSTROM, INC. CONSULTING ENGINEERS, PLANNERS & SURVEYORS P.O. BOX 727 JUPITER, FLORIDA 33468 10 CENTRAL PARKWAY SUITE 420 STUART, FLORIDA 33497 FT. PIERCE, FLORIDA 34947	Scale	Field	Sheet	Field Book	FILE NO.
	N/A	Design	2012	Pg.	
	Date	Drawn DPF	Drawing No	Work Order	
	5-26-92	Checked O.H.D.	2	No. 90-418	

RECORDERS MEMO: Legibility of document
unsatisfactory when received.

VOCA RAYON ATLANTIC 12345678

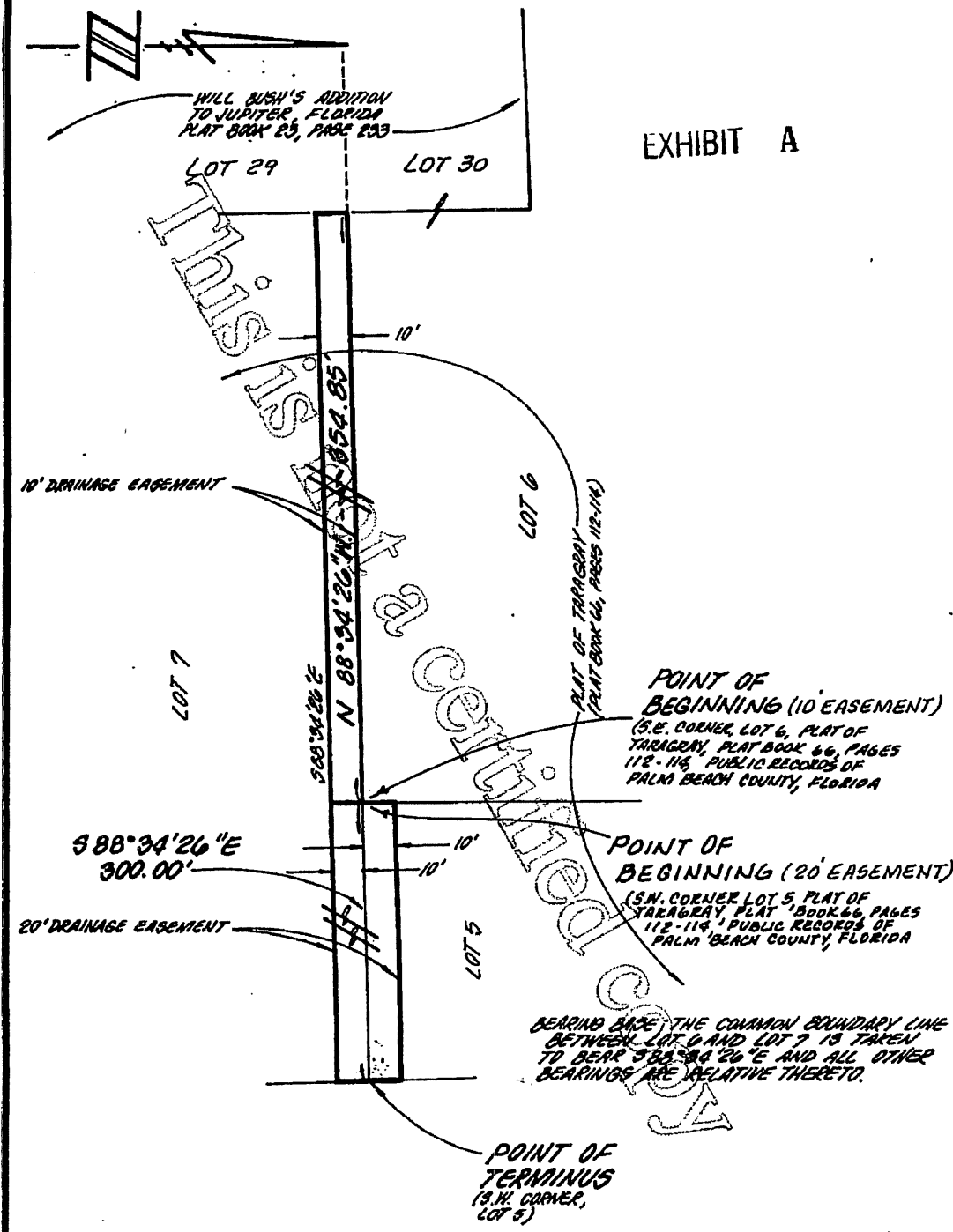


EXHIBIT A

THIS IS NOT A SURVEY

CERTIFICATE: I hereby certify that the sketch shown hereon is a true and correct representation of the accompanying description and complies with the Minimum Standards set forth by the Florida Board of Professional Land Surveyors pursuant to Section 472.027, Florida Statutes.

D. Howard Bukes
D. Howard Bukes
Professional Land Surveyor
Florida Certificate No. 4533

REVISIONS 12-2-94: REV. LEGAL

PROJECT NAME: SKETCH OF LEGAL DESCRIPTION

WAL - MART

LINDAHL, BROWNING FERRARI & HELLSTROM, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

P.O. BOX 727
JUPITER, FLORIDA 33488

15 CENTRAL PARKWAY
SUITE 420
STUART, FLORIDA 33497

FT. PIERCE, FLORIDA 34947

Scale

Field

Sheet

Field Book

FILE NO.

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1 of 2

Pg.

Date

Drawn

Drawing No

Work Order

No.

5-26-92

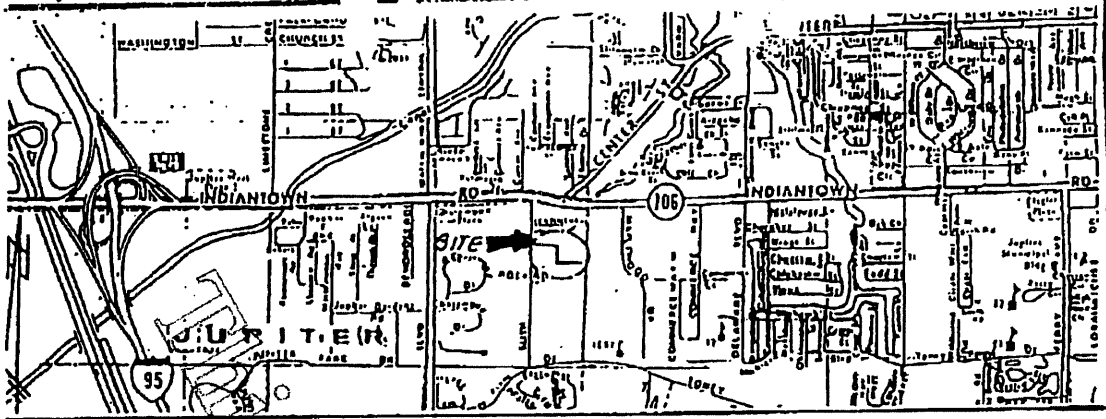
Checked

D.P.F.

2

No. 90-418

RECORDERS MEMO: Legibility of document unsatisfactory when received.



LOCATION MAP (NOT TO SCALE)

EXHIBIT

A

LEGAL DESCRIPTION

A 20.00 FOOT EASEMENT FOR DRAINAGE PURPOSES OVER, UNDER AND ACROSS A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA SAID 20.00 FOOT EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE S.W. CORNER OF LOT 6 AS SHOWN ON THE PLAT OF TARAGRAY AS RECORDED IN PLAT BOOK 66, PAGES 112 THRU 114, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, PROCEED NORTH 02°08'34" EAST ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 87°51'29" EAST, LEAVING SAID WEST LINE OF SAID LOT 6, A DISTANCE OF 303.73 FEET TO THE POINT OF FUTURE REFERENCE "A" AND THE POINT OF TERMINUS.

TOGETHER WITH:

A 12.00 FOOT EASEMENT FOR DRAINAGE PURPOSES OVER, UNDER AND ACROSS A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, SAID 12.00 FOOT EASEMENT LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED REFERENCE POINT "A", PROCEED SOUTH 02°06'25" WEST, A DISTANCE OF 294.15 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 6; SAID POINT ALSO BEING POINT OF FUTURE REFERENCE "B" AND THE POINT OF TERMINUS.

TOGETHER WITH:

A 10.00 FOOT EASEMENT FOR DRAINAGE PURPOSES OVER, UNDER AND ACROSS A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, THE SOUTH LINE OF SAID 10.00 FOOT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID SOUTHERLY LINE OF SAID LOT 6, 6.00 FEET WEST OF AFOREMENTIONED REFERENCE POINT "B", PROCEED SOUTH 80°34'26" EAST, ALONG SAID SOUTHERLY LINE OF SAID LOT 6, A DISTANCE OF 354.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 AND THE POINT OF TERMINUS.

TOTAL AREA OF SAID EASEMENTS 13092.9 SQUARE FEET MORE OR LESS. SIDE LINES OF SAID EASEMENTS TO BE EXTENDED OR SHORTENED AS REQUIRED TO INTERSECT ADJACENT EASEMENTS OR PROPERTY LINES.

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

THIS IS NOT
A SURVEY

REVISIONS

PROJECT NAME: SKETCH BY LEGAL DESCRIPTION

WAL - MART

LINDAHL, BROWNING FERRARI & HELLSTROM, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORSP.O. BOX 727
JUPITER, FLORIDA 3340818 CENTRAL PARKWAY
SUITE 430
STUART, FLORIDA 33407

77 PIERCE, FLORIDA 33407

Scale
N/A

Field

Design

Date

5-26-92

Drawn

DPF

Checked

D.H.D.

Sheet

2 OF 2

Drawing No

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Field Book

Pg. —

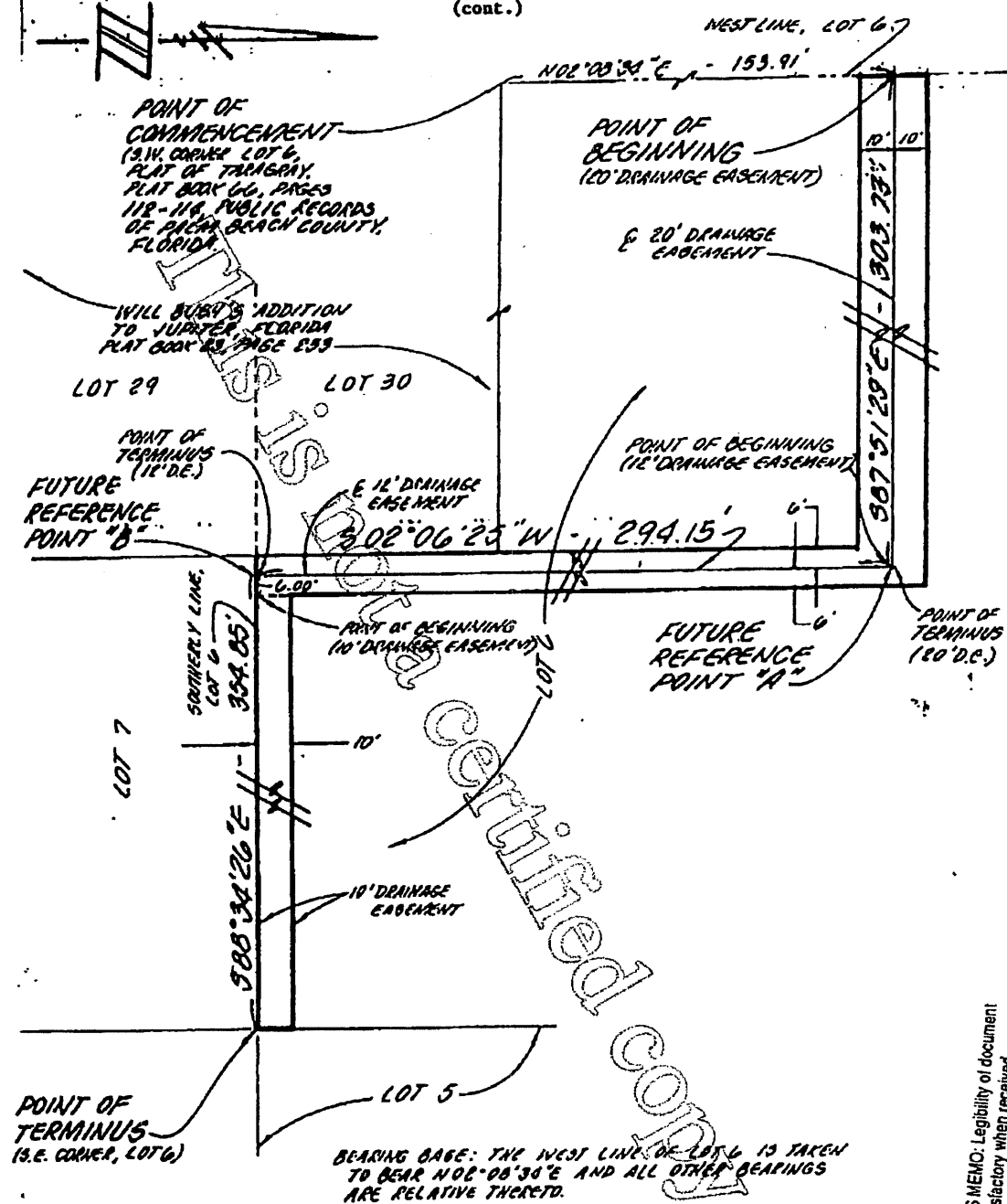
Work Order

No. 90-418

FILE NO.

EXHIBIT
(cont.)

A DOROTHY H. WILKEN, CLERK PB COUNTY, FL



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

THIS IS NOT A SURVEY

CERTIFICATE: I hereby certify that the sketch shown herein is a true and correct representation of the accompanying subscription and complies with the Minimum Standards set forth by the Florida Board of Professional Land Surveyors pursuant to Section 472.027, Florida Statute.

U. Howard Dumas
Professional Land Surveyor
Florida Certificate No. 4533

REVISIONS

PROJECT NAME: SKETCH OF LEGAL DESCRIPTION.

WAL-MART

LINDAHL, BROWNING FERGUSON & HELLSTROM, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

P.O. Box 757
JUPITER, FLORIDA 33461

10 CENTRAL PARKWAY
SUITE 410
STUART, FLORIDA 33991

ST. PIERRE, FLORIDA 34917

Scale

1" = 40'

Field

Design

Sheet

1012

Field Book

— Pg. —

FILE NO

Date _____

5-26-92

Drawn

Checked

Checked *D.H.D.*

Drawing No.

Work Order

No. 90-410