

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: September 9, 2014                      Consent [X]                      Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

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I. EXECUTIVE BRIEF


**Motion and Title:** Staff recommends motion to accept: a Lift Station Easement granted to Palm Beach County (County) by the School Board of Palm Beach County (School Board).

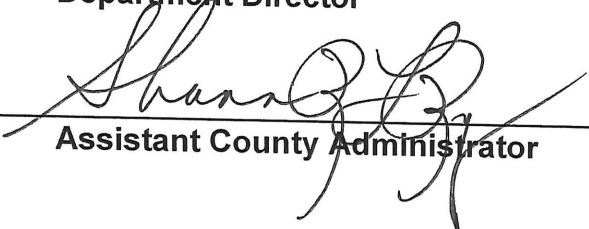
**Summary:** A utility easement is needed to perform rehabilitation work on Lift Station 5056, which includes installation of a new wet well, new manhole, new pipes, new pumps, new control panel, new fence, new by-pass and also for the continued location of and abandonment of certain existing underground structures at Melaleuca Elementary School located on 5759 Gun Club Road, West Palm Beach, Florida 33415. The School Board agrees to grant the easement subject to restoration and installation restrictions, and certain conditional indemnity provisions. The Water Utilities Department recommends acceptance of the Easement. District 2 (MJ)

**Background and Justification:** The School Board is the owner of certain property along Gun Club Road. County is proposing to rehabilitate existing wastewater lift station facilities in order to restore and improve utility services to the Melaleuca Elementary School and any future projects. In addition, the County owns an existing lift station, wastewater gravity, water and force mains within the school property, and the Easement will allow the continued location of this lift station and pipelines. The construction and continued location requires an easement from the School Board. County will be the owner of the constructed facilities. The School Board requires certain conditional indemnity provisions and construction requirements as a condition for providing the easement.

**Attachments:**

1. Location Map
  2. Two (2) Original Easements
- 

Recommended By:                       8/28/14  
Department Director                      Date

Approved By:                       9/4/14  
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>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</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]* 8/25/2014  
 OFMB *8/22 8/25*

*[Signature]* 8/29/14  
 Contract Development and Control  
*8-29-14 B. [Signature]*

**B. Legal Sufficiency:**

*[Signature]* 9/2/14  
 Assistant County Attorney

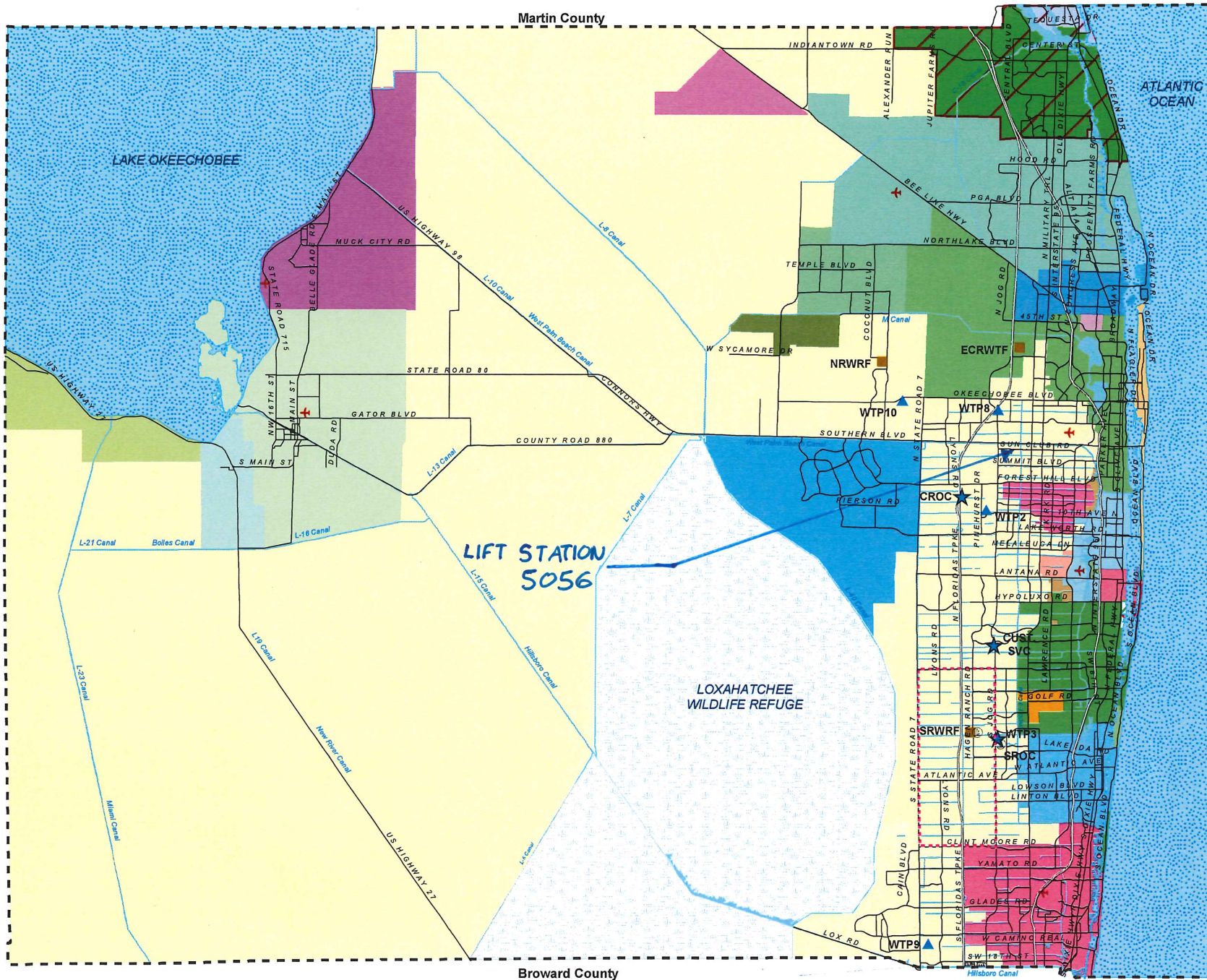
**C. Other Department Review:**

\_\_\_\_\_  
 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**
- P.B.C.W.U.D. SA
  - Mandatory Reclaimed SA
  - Palm Beach County Limits
  - Administration
  - Water Reclamation Facility
  - Water Treatment Facility
  - Wetlands



NOT TO SCALE

**Return to:**

**This instrument prepared by:**

Blair LittleJohn, Esq.  
School Board of Palm Beach County, Florida  
P.O. Box 19239  
West Palm Beach, Florida 33416

Melaleuca Elementary School

**LIFT STATION EASEMENT**

THIS LIFT STATION EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the School Board of Palm Beach County, Florida, whose mailing address is 3300 Forest Hill Blvd., C-110, West Palm Beach, FL 33416 (hereinafter referred to as the "Grantor"), in favor of the Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097 (hereinafter referred to as the "Grantee").

**WITNESSETH:**

For Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, bargains and conveys to the Grantee, a lift station easement in, over, across, on, under and through the real property located in Palm Beach County, Florida, described in Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as the "Easement Parcel".

This Easement is given for the purpose of allowing Grantee to construct, operate and maintain a sewer lift station on the Easement Parcel (hereinafter "Lift Station Improvements") and ingress, egress and access to carry out the purposes of this Easement.

Grantee covenants with the Grantor that Grantee, at all times after the effective date of this instrument, at its own cost and expense, will clean, repair and maintain the Lift Station Improvements, and will keep them cleaned, repaired and maintained, in a proper, substantial and workmanlike manner, in a safe, clean and properly operating condition and in compliance with all applicable ordinances, codes, rules and regulations. Grantee shall provide prior notice to the school's principal, to the extent practicable, when Grantee will be exercising the easement rights herein granted. Grantee shall ensure that the Easement Parcel is safe and secured at all times that work is being performed on the Easement Parcel and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of Grantor.

Grantee's use of the Easement Parcel is at Grantee's sole risk. The parties acknowledge that the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 is applicable to the parties, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money

damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other party, nor a waiver of sovereign immunity, nor a waiver of any defense that either party may have under such statute, nor as consent to be sued by third parties.

Without waiving the right of sovereign immunity as provided by Florida Statutes, Section 768.28, the Grantee also agrees and warrants to maintain comprehensive liability insurance coverage or self-insurance during the term of this Easement. Upon request of the Grantor, the Grantee also agrees to provide a certificate of insurance or self-insurance to the Grantor prior to the Grantee's use of the Easement Parcel.

Grantee shall not assign any of its rights under this Easement to a third party that is not a state agency or subdivision as defined in Florida Statute Section 768.28 ("Assignee"), without the prior written consent of Grantor and Grantor and Assignee entering into a separate written agreement providing for indemnification and insurance coverage to the satisfaction of Grantor.

Grantee acknowledges that the Easement Parcel may currently contain irrigation lines, landscaping, and/or utility lines and hereby waives any right to object to the maintenance, replacement or repair of such improvements within the Easement Parcel. Grantee shall repair, replace, and/or restore at its sole cost any/all of Grantor's improvements on the Easement Parcel which are damaged as a result of any installation, construction, maintenance or repair by Grantee. In the event that damage to the Easement Parcel or Grantor's improvements is caused by the Grantee, its employees or agents, the Grantee shall promptly repair or replace the damaged property or reimburse the Grantor for the documented cost incurred by the Grantor in repairing or replacing the damaged improvements.

Grantee hereby expressly agrees that in the event that Grantee abandons its use of the Easement Parcel for the purposes herein expressed, this Easement shall become null and void, and all right, title and interest in and to the Easement Parcel shall revert to the Grantor.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement.

TO HAVE AND TO HOLD the same for proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, this Easement has been executed by the Grantor whose hand and seal is affixed hereto, the date first above written.

GRANTOR  
THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

BY *[Signature]*  
Chuck Shaw, Chairman

BY *[Signature]*  
E. Wayne Gent, Superintendent

Board Approval Date: 6/18/14

REVIEWED AND APPROVED AS TO  
LEGAL FORM

*[Signature]*  
School Board Attorney

Date: 5/19/14

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2014 by Chuck Shaw as Chairman and E. Wayne Gent as Superintendent of the School Board of Palm Beach County, Florida, who are personally known to me.



*Carol Keller Bass*  
Notary Public  
CAROL KELLER BASS  
Print  
My Commission Expires: 1/19/2017

ACCEPTED BY PALM BEACH COUNTY

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK, CLERK  
AND COMPTROLLER

By: \_\_\_\_\_  
DEPUTY CLERK

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By:   
DIRECTOR OF WATER UTILITIES

EXHIBIT "A"  
15' X 64' UTILITY EASEMENT

A PARCEL OF LAND 15.00' FEET IN WIDTH FOR UTILITY EASEMENT PURPOSES, SITUATED IN SECTION 02, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 02; THENCE SOUTH 02°00'32" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 02, A DISTANCE OF 1298.60 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF GUN CLUB ROAD AND IT'S WESTERLY PROLONGATION ACCORDING TO DEED BOOK 908, PAGE 651, DEED BOOK 969, PAGE 453 AND DEED BOOK 989, PAGE 365 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°29'28" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1022.65 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3461, PAGE 1930 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE NORTH 01°50'23" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 64.11' FEET TO A LINE LYING 64.00' FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF GUN CLUB ROAD; THENCE SOUTH 88°29'28" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 15.03 FEET TO A LINE LYING 15.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID PARCEL OF LAND; THENCE SOUTH 01°50'23" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 64.11 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF GUN CLUB ROAD; THENCE NORTH 88°29'28" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.03 FEET TO THE POINT OF BEGINING.

CONTAINING 962 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF SOUTH 02°00'32" EAST (PALM BEACH COUNTY BREAKDOWN OF SECTION) ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 02, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AS SHOWN ON THIS DRAWING AND ALL OTHER BEARINGS ARE RELATIVE THERETO.


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

THIS IS NOT A SURVEY.

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.

NOTE THE THE PROPERTY APPRAISER'S OFFICE BASEMAP DOES NOT ALIGN WITH THE CALCULATED POSITION OF ORB 3461, PG.1930 IN THIS LOCATION.

SHEET: 1 OF: 3 PROJECT NO. 2014008-06	<b>PROJECT:</b> <b>LIFT STATION 5056</b> <b>15' X 64'</b> <b>UTILITY EASEMENT</b>	SCALE: 1"=10' APPROVED: G. W. M. DRAWN: S. T. A. CHECKED: G. W. M. DATE: 02/20/14 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: 10%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE					 <b>PALM BEACH COUNTY</b> <b>ENGINEERING AND PUBLIC WORKS</b> <b>ROADWAY PRODUCTION</b> 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
NO.	REVISION	BY	DATE									
	DESIGN FILE NAME S-1-14-3490.DGN	DRAWING NO. S-1-14-3490										



LEGEND

Ⓡ = BASELINE SURVEY  
FPL = FLORIDA POWER & LIGHT  
PB = PLAT BOOK  
PBCO = PALM BEACH COUNTY  
PG = PAGE  
POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
ORB = OFFICIAL RECORD BOOK  
RPB = ROAD PLAT BOOK  
PB = PLAT BOOK  
R/W = RIGHT-OF-WAY  
PG = PAGE  
R = RADIUS  
△ = CENTRAL ANGLE  
A = ARC LENGTH  
LAE = LIMITED ACCESS EASEMENT  
LSE = LIFT STATION EASEMENT  
LWDD = LAKE WORTH DRAINAGE DISTRICT  
P = PLAT P.B.44, PG.128  
UE = UTILITY EASEMENT

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 = 1.000033216  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

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-17.050 - .052, FLORIDA  
ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



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

2/27/14

\_\_\_\_\_  
DATE

MELALEUCA ELEMENTRY  
SCHOOL  
(O.R.B. 1376, PG. 596)



TRACT 14  
MODEL LAND COMPANIES  
SUBDIVISION OF  
SECTION 2, TOWNSHIP 44  
SOUTH, RANGE 42 EAST

P.O.C.  
N.W. COR. 02/44/42  
PALM BEACH CO. POSITION  
N 853077.2059  
E 938041.3309

PARCEL OF LAND  
PER QUIT CLAIM DEED  
O.R.B. 3461,  
PG. 1930

W. 1/4 COR.  
02/44/42  
PALM BEACH CO.  
POSITION  
N 850406.0679  
E 938135.0197

P.O.B.  
SE CORNER  
ORB. 3461,  
PG. 1930

S02°00'32"E 2672.78' (GRID)  
1298.60'  
S02°00'32"E

S88°29'28"E 1022.65'

GUN CLUB ROAD  
66' R/W (D.B. 969/453, D.B. 989/365  
& D.B. 908/651)

S88°29'28"E  
15.03'

EXISTING  
LIFT STATION

15' X 64'  
UTILITY  
EASEMENT

N01°50'23"W 64.11'

S01°50'23"E 64.11'

64.00'

15.00'

15.03'  
N88°29'28"W

ASPHALT DRIVE  
(BUSES ONLY)