

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 3, 2015 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department:
Submitted By: Department of Airports
Submitted For:
=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Easement Agreement with Comcast Cable Communications Management, LLC, a Delaware limited liability company, (Comcast) for cable and communication facilities to service hangar facilities leased by Galaxy Aviation of Lantana, Inc., (Galaxy Aviation) at the Palm Beach County Park Airport (LNA).

Summary: Comcast requires an easement in order to provide cable and communication services to hangar facilities located within Galaxy Aviation's leasehold at LNA. Countywide (HF)

Background and Justification: Galaxy Aviation provides fixed-based operator services for general aviation aircraft at LNA pursuant to a Lease Agreement dated December 17, 2013 (R-2013-1795), as amended (Lease). The easement is required in order to provide cable and communication services to hangar facilities located within Galaxy Aviation's leasehold. The easement is being granted at no cost to Comcast.

Attachment: Easement Agreement (3 copies)

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IB
Recommended By: [Signature] 1/8/15
Department Director Date

Approved By: [Signature] 1/14/15
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>→ See below</u>	<u>→ See below</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: Fund ___ Department ___ Unit ___ RSource _____
 Reporting Category _____

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

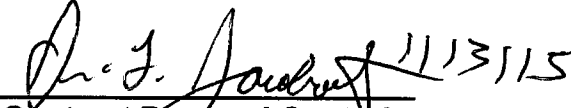
→ There is no fiscal impact.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 1/13/15
 50 AM OFMB
 112 113

 1/13/15
 Contract Dev. and Control
 1-13-15 B. Wheeler

B. Legal Sufficiency:

 1/14/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

Prepared by & Return to:
Laura Beebe, Deputy Director
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

PCN: 00-43-44-32-00-006-0010

EASEMENT AGREEMENT

This EASEMENT is granted between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("Grantor"), and **Comcast Cable Communications Management, LLC**, a Delaware limited liability company, on behalf of its affiliates, whose legal mailing address is 789 International Parkway, Sunrise, Florida 33323 (together, "Grantee").

W I T N E S S E T H:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the "Easement") for the construction, operation and maintenance of underground and/or above-ground communications services, facilities, including, without limitation, lines, cables, amplifiers and other electronic equipment, towers and poles (the "Facilities") to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of and remove such Facilities or any of them within an easement upon, over and across the following described real property located at 2633 Lantana Road, Lake Worth, situated, lying and being in the County of Palm Beach, State of Florida to wit:

See legal description/site sketch marked Exhibit "A"
attached hereto and made a part hereof
(the "Easement Premises")

Together with the right to permit any other person, firm or corporation to lay cable, fiber, conduit and appurtenant equipment within the Easement Premises and to operate the same for Grantee's communication purposes. Together with the right of reasonable ingress and egress to said Easement Premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth and

other obstructions within the Easement Premises, and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Premises which might interfere with or fall upon the Facilities installed within the Easement Premises.

THE CONDITION OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Premises.

2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor.

3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Facilities within the Easement Premises at all times during the term hereof. Grantee shall endeavor to provide Grantor's Department of Airports with prior notice of any maintenance or repair activities within the Easement Premises.

4. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

5. Grantee acknowledges and agrees that Grantor may require the relocation of the Facilities installed within the Easement Premises to another location within Grantor's property. In the event that it becomes necessary for Grantee to relocate or alter the location of its Facilities at the request of Grantor, Grantor shall reimburse Grantee for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new comparable easement upon the same terms and conditions of this Easement. Grantor shall allow Grantee to perform a standard cutover procedure, if required by said relocation, which will ensure that the relocated equipment is operational prior to discontinuing service from the original service location. Grantee shall promptly terminate and release this Easement upon the grant of the new easement provided for herein.

6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of its Facilities within the Easement Premises to a height so as to comply with all applicable laws. Grantee further agrees for itself, its successors and assigns to prevent any use of the Easement Premises which would interfere with the landing at or taking off from the Palm Beach

International Airport; interfere with air navigation and/or communication facilities serving the Palm Beach International Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach International Airport and hereby releases Grantor from any and all liability for the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

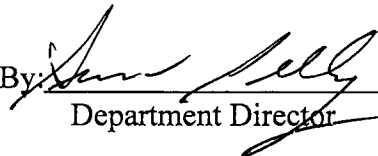
By:  _____
Department Director

Exhibit "A"

See attached Legal Description/Site Sketch of "Easement Premises"
(Comcast Project No. Lantana Airport, Hangar Row 800)

LEGAL DESCRIPTION & SKETCH
THIS IS NOT A SURVEY

SHEET ONE OF TWO.
LEGAL DESCRIPTION
SEE SHEET TWO FOR SKETCH.

LEGAL DESCRIPTION:

A STRIP OF LAND BEING 10 FEET IN WIDTH, LYING IN A PORTION OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, WITH THE SIDE LINES OF SAID STRIP LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED THREE CENTERLINES:

CENTERLINE "A":

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST;
THENCE, AS A BASIS OF BEARINGS, S 88°27'14" E, ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1695.86;
THENCE N 01°32'46" E, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 126.53 FEET TO THE POINT OF BEGINNING;

THENCE N12°26'26"E, A DISTANCE OF 259.86 FEET;
THENCE N48°44'16"E, A DISTANCE OF 34.95 FEET;
THENCE N01°11'02"E, A DISTANCE OF 29.85 FEET TO THE POINT OF TERMINUS OF CENTERLINE "A"; CONTAINING 3234 SQUARE FEET;

CENTERLINE "B":

BEGINNING AT THE TERMINUS POINT OF SAID CENTERLINE "A";
THENCE N88°21'35"W, A DISTANCE OF 87.78 FEET;
THENCE N02°53'53"E, A DISTANCE OF 11.06 FEET TO THE POINT OF TERMINUS OF CENTERLINE "B"; CONTAINING 963 SQUARE FEET;

CENTERLINE "C":

BEGINNING AT THE TERMINUS POINT OF SAID CENTERLINE "A";
THENCE N01°25'35"E, A DISTANCE OF 119.54 FEET;
THENCE N01°31'03"E, A DISTANCE OF 74.19 FEET TO THE POINT OF TERMINUS OF CENTERLINE "C". CONTAINING 1925 SQUARE FEET;

THE SIDE LINES TO BE LENGTHENED OR SHORTENED TO MEET AT THE ANGLE POINTS.

CONTAINING IN ALL 6122 SQUARE FEET.

COORDINATES SHOWN ARE GRID.

DATUM = NAD '83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = U.S. SURVEY FOOT

COORDINATE SYSTEM = 1983 STATE PLANE TRAVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND

PROJECTION SCALE FACTOR = 1.000043050

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

THIS FIRMS AUTHORIZATION NUMBER IS LB 6788.

THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE

AND RAISED SEAL OF THE SURVEYOR AND MAPPER NAMED HEREON.

NO SEARCH OF THE PUBLIC RECORD WAS PERFORMED BY THIS OFFICE.

PMS = FLORIDA LICENSED SURVEYOR & MAPPER

LB = LICENSED BUSINESS

LS = LICENSED SURVEYOR


PB = PLAT BOOK

ORB = OFFICIAL RECORD BOOK

10-03-14

DATE

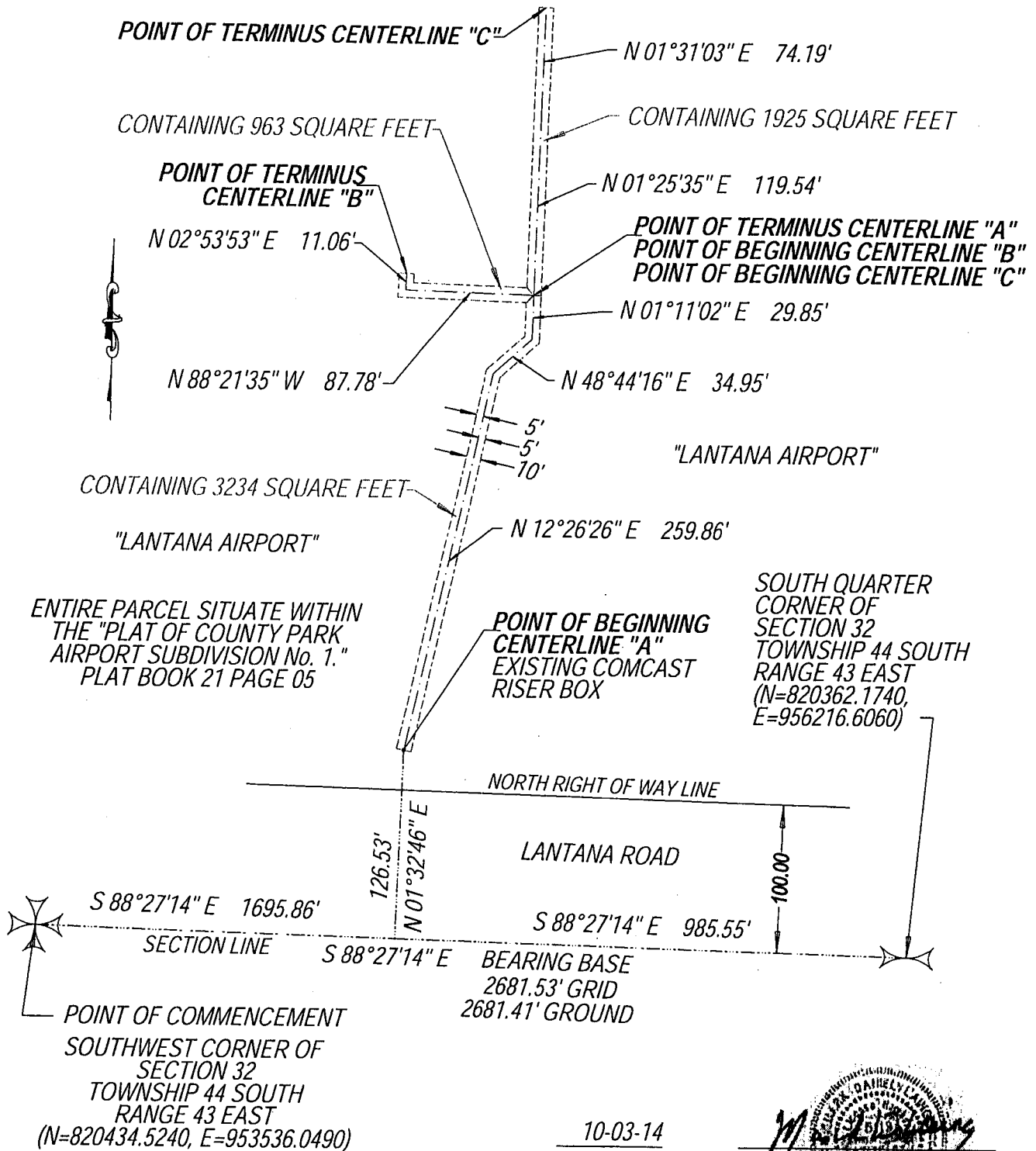



MARK D. LANE # 5119
PM SURVEYING
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL. 33415
(561) 478-7764 FAX 478-1094
VISIT US AT PMSURVEYING.NET
JOB # 14070654

RECEIVED
2014 DEC 18 PM 1:07
OFFICE OF AMPLONIA
BLDG. 846. PB1A

LEGAL DESCRIPTION & SKETCH
THIS IS NOT A SURVEY

SHEET TWO OF TWO
SKETCH OF DESCRIPTION
SEE SHEET ONE FOR DESCRIPTION.



SCALE: 1 INCH = 100 FEET
0 50 100

10-03-14
DATE

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