

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

| Meeting Date: N | <i></i> | [×] [] | Consent Workshop | [[| Parameters in the second state is a second state in the second state is a second state in the second state is a secon |
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| Submitted By: D | epartment of Airports | | | | |
| Submitted For: | | | | - | |

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: two Utility Easement Agreements (Easements) with Florida Power & Light Company (FPL) for electric utility facilities on parcels of land west of the Palm Beach International Airport (PBIA) in West Palm Beach.

Summary: In order to redevelop property west of PBIA, the Department of Airports has requested the abandonment of portions of public road rights of way within a parcel of land lying between Military Trail and Haverhill Roads. FPL currently maintains electric utility facilities within certain rights of way, and easements will be granted to FPL concurrent with those abandonments in order for FPL to maintain its existing service. FPL has requested the Easements in order to connect FPL's existing utility service lines abutting roadways that will be abandoned. Consent from utility companies is necessary to abandon the road rights of way. FPL has agreed to issue a letter of no objection to the abandonments, but is requiring the County to grant the Easements. Countywide (HJF)

Background and Justification: One Easement consists of four parcels, each 5 feet in width and a total of 417 linear feet for a total of 2,085 square feet. - The second Easement is 10 feet in width and 100 feet long for a total of 1,000 square feet. These Easements are being granted at no cost to FPL, and FPL will consent to roadway abandonments at no cost to the County.

Attachments:

- 1. Utility Easement Agreement (Survey Drawing No. S-1-16-3760) (1 Original)
- 2. Utility Easement Agreement (Survey Drawing No. S-1-16-3767) (1 Original)

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| Recommended By: | In Pelly | 5/13/17 |
| | Department Director | Date |
| Approved By: | 1Challer | #/27/17 |
| | County Administrator | / Data |

7 Date

County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> |
|--|-------------|-------------------------|---------------|-------------|--------------|
| Capital Expenditures Operating Costs Operating Revenues External Revenues (Grants) In-Kind Match (County) Operating Costs | | | | | |
| NET FISCAL IMPACT ^米 # ADDITIONAL FTE POSITIONS (Cumulative) | \$-0- | \$-0 | \$-0- | \$-0 | \$-0- |
| Is Item Included in Current Bu Budget Account No: Fund Repo | Depa | es No artment ory | o Unit | Object | |

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

[★] No fiscal impact.

C. Departmental Fiscal Review: _______

III. REVIEW COMMENTS

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

B. Legal Sufficiency:

Aśsiś County

C. Other Department Review:

Department Director

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

G:\AGENDA ITEMS\2017 Final Agenda Items\5-16-17\FPL 2 easements Parcel F - ConsentAppr.docx

and Control

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: (portion of) 00-42-43-36-12-000-0020

UTILITY 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 FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420 ("Grantee").

WITNESSETH:

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 above ground electric utility facilities, including pad-mounted and above ground transformers, cables, conduits and appurtenant equipment (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 (collectively, the "Easement Premises") situate, lying and being in the County of Palm Beach, State of Florida to wit:

See legal description/site sketch marked <u>Exhibit "A"</u> attached hereto and made a part hereof. (Drawing No. S-1-16-3760, consisting of four (4) parcels)

Together with the right to permit any other person, firm or corporation to lay cable and conduit 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 utility easement upon the same terms and conditions of this Easement. Grantee shall promptly terminate and release this Easement upon the grant of the new utility 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 14 CFR Part 77, as now or hereafter amended. 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.

By

ATTEST: SHARON R. BOCK CLERK & COMPTROLLER

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

Deputy Clerk

By:

Paulette Burdick, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Department Directo

Exhibit "A"

Legal Description/Site Sketch

(Drawing No. S-1-16-3760, consisting of four (4) parcels)

EXHIBIT "A"

PARCELS 1 THRU 4 5' FP&L EASEMENTS

FOUR PARCELS OF LAND 5.00 FEET IN WIDTH FOR FP&L EASEMENT PURPOSES LOCATED WITHIN THE PLAT OF HARTLEY PARK RECORDED IN PLAT BOOK 24, PAGE 59, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

THE WEST 5.00 FEET OF LOT 8 OF SAID PLAT OF HARTLEY PARK, LESS AND EXCEPT THE SOUTH 5.00 FEET THEREOF.

TOGETHER WITH PARCEL 2

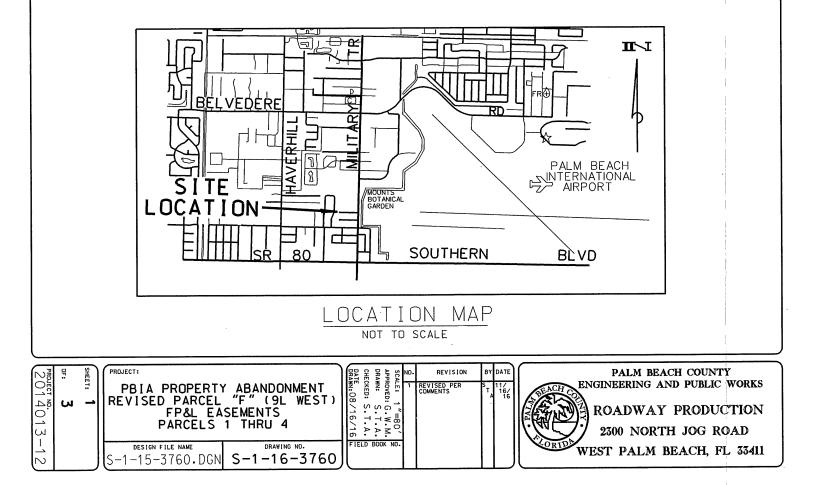
THE WEST 5.00 FEET OF LOT 21 OF SAID PLAT OF HARTLEY PARK, LESS AND EXCEPT THE NORTH 5.00 FEET THEREOF.

TOGETHER WITH PARCEL 3

THE WEST 5.00 FEET OF LOT 22 OF SAID PLAT OF HARTLEY PARK, LESS AND EXCEPT THE SOUTH 5.00 FEET THEREOF.

TOGETHER WITH PARCEL 4

THE WEST 5.00 FEET OF LOT 34 OF SAID PLAT OF HARTLEY PARK, LESS AND EXCEPT THE NORTH 5.00 FEET AND THE SOUTH 7.00 FEET THEREOF.



LEGEND C = CENTERLINER = RADIUSR/W = RIGHT OF WAYORB = OFFICIAL RECORD BOOK \triangle = CENTRAL ANGLE L = ARC LENGTHFDOT = FLORIDA DEPARTMENT OF TRANSPORTATION PB = PLAT BOOKPG = PAGED = DEEDE/P = EDGE OF PAVEMENT M = MEASUREDR/W = RIGHT OF WAYC = CALCULATEDLS, = LICENSED SURVEYOR D = PER DEED BOOK 1124, PAGE 306 D.B.= DEED BOOK O = WOOD POWER POLE P.P. = CALCULATED C SURVEYOR'S NOTES SAID EASEMENTS CONTAINS 2,085 SQUARE FEET OR 0.0479 ACRES MORE OR LESS. COORDINATES SHOWN ARE GRID DATUM = NAD 83, 1990 ADJUSTMENT ZONE = FLORIDA EAST LINEAR UNITS = US SURVEY FOOT COORDINATE SYSTEM 1983 STATE ALL DISTANCES ARE GROUND. STATE PLANE TRANSVERSE MERCATOR PROJECTION ALL DISTANCES ARE GROUND. PROJECT SCALE FACTOR = 1.000038450 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE. BEARINGS ARE BASED ON THE NORTH/SOUTH QUARTER SECTION LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST HAVING A GRID BEARING (NAD 83,1990 ADJUSTMENT) OF SOUTH 01°30'22" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEME OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR. ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, THIS INSTRUMENT PREPARED BY SCOTT T. ADAMS SR, AND 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. THIS IS NOT A SURVEY 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 STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, OF THE FLORIDA STATUTES. GLENN W. MARK, P.L.S. FLORIDA CERTIFICATE #5304

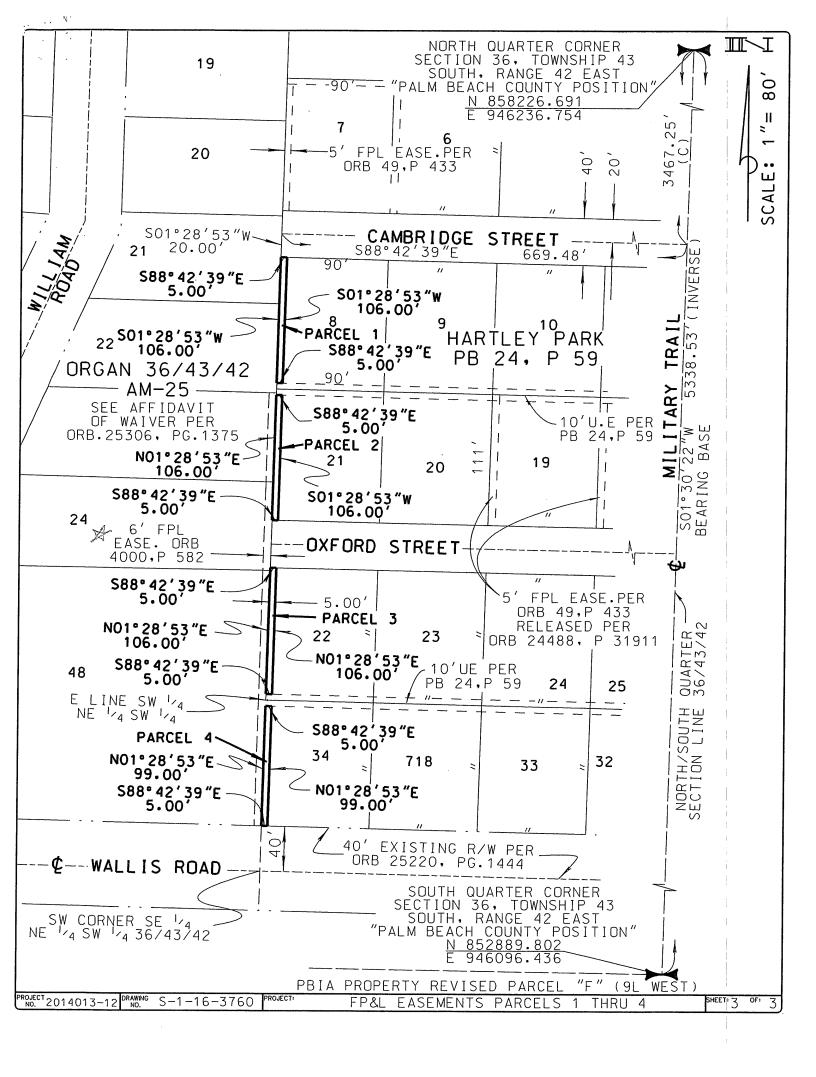
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 PBIA PROPERTY REVISED PARCEL "F" (9L WEST)

 PROJECT 2014013-12
 PROJECT: FP&L EASEMENTS PARCELS 1 THRU 4

 PROJECT 2014013-12
 PROJECT: FP&L EASEMENTS PARCELS 1 THRU 4

3



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: (portion of) 00-42-43-36-08-000-0010

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See legal description/site sketch marked <u>Exhibit "A"</u> attached hereto and made a part hereof. (Drawing No. S-1-16-3767)

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

Deputy Clerk

By

By:_____ Paulett Burdick, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ounty Attorney

APPROVED AS TO TERMS AND CONDITIONS

Department Dir

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(Drawing No. S-1-16-3767)

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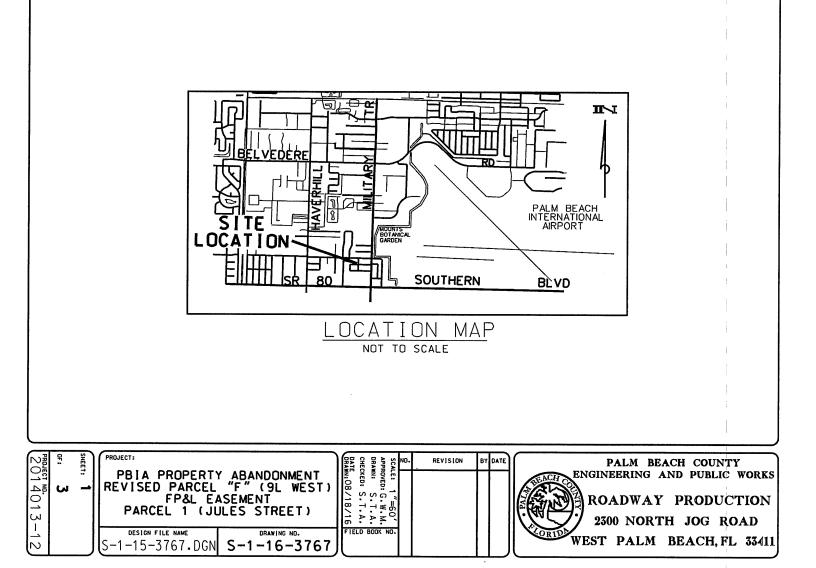
PARCEL 1 10' FP&L EASEMENT

A PARCEL OF LAND 10.00 FEET IN WIDTH FOR FP&L EASEMENT PURPOSES LOCATED WITHIN THE PLAT OF FERRIS PARK FIRST ADDITION RECORDED IN PLAT BOOK 24, PAGE 12, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

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THE NORTH 10.00 FEET OF PARCEL A AS SHOWN ON SAID PLAT OF FERRIS PARK FIRST ADDITION.



IFGEND R = RADIUS \triangle = CENTRAL ANGLE L = ARC LENGTH FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION PB = PLAT BOOKPG = PAGED = DEEDE/P = EDGE OF PAVEMENTM = MEASUREDR/W = RIGHT OF WAY D.B. = DEED BOOK C = CALCULATED LS, = LICENSED SURVEYOR D = PER DEED BOOK 1124, PAGE 306 O = WOOD POWER POLE P.P. = CALCULATED SURVEYOR'S NOTES SAID EASEMENTS CONTAINS 1,000 SQUARE FEET OR 0,0230 ACRES MORE OR LESS. 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 = 1.000038450 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE TO SCALE. ALL FEATURE SYMBOLS SHOWN ARE NOT RINGS ARE BASED ON THE NORTH/SOUTH QUARTER SECTION LINE OF SECTION TOWNSHIP 43 SOUTH, RANGE 42 EAST HAVING A GRID BEARING (NAD 83,1990 JSTMENT) OF SOUTH 01°30'22" WEST AND ALL OTHER BEARINGS ARE BEARINGS 36, ADJUSTMENT) OF SC RELATIVE THERETO. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEME OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE IΤ EASEMENTS, OR OTHER UNKNOWN TO THE SIGNING SURVEYOR. THIS INSTRUMENT PREPARED BY SCOTT T. ADAMS SR, AND 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. THIS IS NOT A SURVEY 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 STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, OF THE FLORIDA STATUTES. GLENN W. MARK, P.L.S. FLORIDA CERTIFICATE #5304 DATE PBIA PROPERTY REVISED PARCEL "F" (9L WEST) PROJECT: FP&L EASEMENT PARCEL 1 (CAMBRIDGE STREET) SHEET: 2 PROJECT 2014013-12 DRAWING S-1-16-3767 OF:

