

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

Meeting Date: May 16, 2017 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

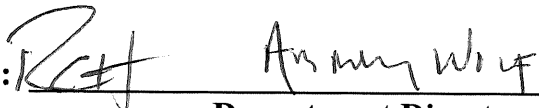

Motion and Title: Staff recommends motion to approve: a Utility Easement in favor of the City of West Palm Beach.

Summary: Construction of the Palm Beach County Convention Center parking garage is nearing completion and a Utility Easement is being required by the City of West Palm Beach. This easement is for water and sewer line purposes which will include two (2) non-contiguous areas servicing the parking garage. The first section is 15' wide and approximately 88.84' long, and covers an area of 1,333 square feet (.03 acres). The second section is 15' wide, and approximately 79.6' long, covering an area of 850.5 square feet (.02 acres). This Utility Easement will be granted at no charge and recorded following acceptance by the City of West Palm Beach. (PREM) District 7 (HJF)

Background and Justification: The City of West Palm Beach is requiring a Utility Easement for water and sewer lines servicing the Palm Beach County Convention Center parking garage facility. The Easement includes two small non-contiguous sections totaling 2,183 square feet (.05 acres) the City of West Palm Beach requires this Easement to be recorded prior to issuing a Final Certificate of Occupancy (CO) for the parking garage. The County's Capital Improvement Division is anticipating receiving a Final CO following approval of this easement.

Attachments:

1. Location Map
2. Utility Easement

Recommended By:	 Amy Wolf Department Director	4/28/17 Date
Approved By:	 V. Baker County Administrator	5/9/17 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> * </u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

* No Fiscal Impact.

Fixed Asset Number _____

C. Departmental Fiscal Review: Ken Sykes 4/28/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
 OFMB ETS/2 AS/2

[Signature] 5/5/17
 Contract Development and Control 5/5/17

B. Legal Sufficiency:

[Signature] 5/8/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

TWP 43

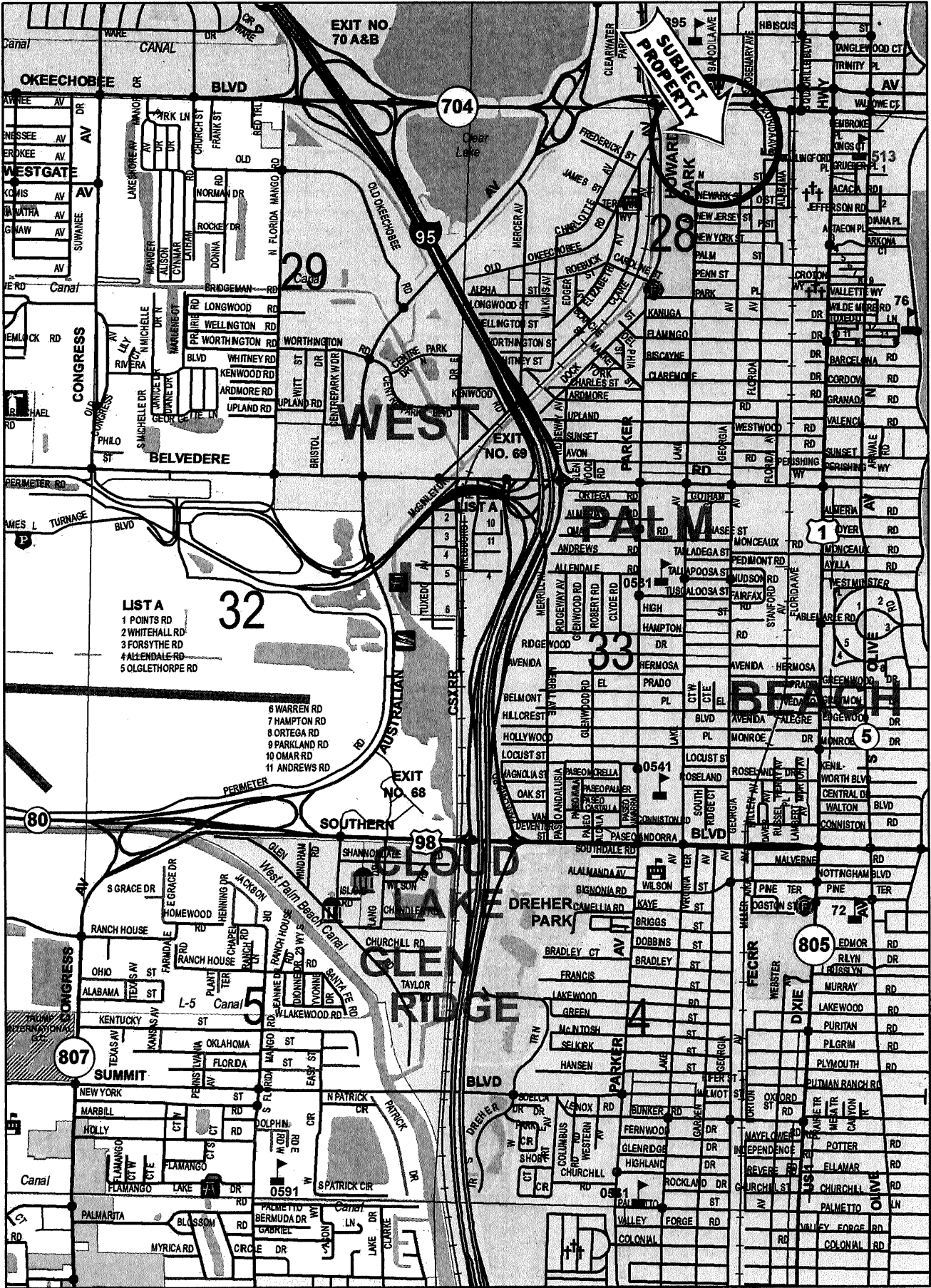
TWP 43

TWP 44

19

20

21



LOCATION MAP

Attachment 1 of 1



Attachment 2
Utility Easement
(7 pages)

Prepared by & Return to:

Peter Banting, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

PCN: 74-43-43-21-17-001-0000

UTILITY EASEMENT

THIS UTILITY EASEMENT (“Easement”) is made and entered into this _____ day of _____ 2017, between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, having an address at 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 (“Grantor”) and the City of West Palm Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 3366, West Palm Beach, Florida 33402 (“Grantee”).

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, subject to the terms and conditions hereinafter provided, a perpetual non-exclusive easement for water and sewer utilities and shall include the right at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under, and across that certain parcel of real property legally described in Exhibit “A” attached hereto and made a part hereof (the “Easement Property”).

The Grantor shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which materially interferes with the rights of the Grantee under this Easement. Grantor shall have the right to grant additional utility easements so long as such use does not materially interfere with the rights granted herein.

The Grantee, at Grantee’s sole cost and expense, shall restore the surface of the Easement Property after any excavation of the Easement Property and shall keep the Easement Property free from trash, debris and safety hazards following any repair or maintenance of the utilities; provided; however, that the foregoing shall not impose any obligation on Grantee to maintain the Easement Property. The Grantee shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees

located within or outside the Easement Property which might interfere with the Grantee's use of the Easement Property as permitted hereby. The Grantee shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

This Easement shall continue unless or until Grantee terminates its rights herein provided by written notice to the Grantor, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the Grantee, its successors and assigns the non-exclusive right to use the Easement Property below its surface.

This Easement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, Grantor has executed his hand and seal on the day and year first above written.

GRANTOR:

ATTEST:

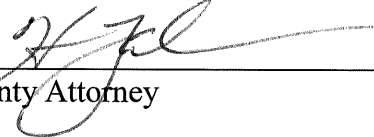
PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Department Director

ACCEPTANCE OF EASEMENT

The Grantee hereby accepts the foregoing grant of Easement.

GRANTEE:

ATTEST:

CITY OF WEST PALM BEACH

BY: _____
City Clerk

BY: _____
Geraldine Muoio, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
City Attorney's Office

By: _____
Director Engineering Services

Date: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by Geraldine Muoio, Mayor, and _____, City Clerk, on behalf of the City of West Palm Beach. They are personally known to me or have produced _____ as identification and did not take an oath.

Notary Public

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

EASEMENT PROPERTY

TWO (2) UTILITY EASEMENTS IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, LYING IN TRACT "1", CITYPLACE PLAT NO.2, RECORDED IN PLAT BOOK 90, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

EASEMENT NO.1 BEING 15.00 FEET WIDE, AND LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "1";
 THENCE ALONG THE EAST BOUNDARY OF SAID TRACT "1",
 S01°12'05"W FOR 127.32 FEET TO POINT OF BEGINNING 1;
 THENCE N88°48'20"W FOR 71.36 FEET;
 THENCE S27°27'00"W FOR 8.68 FEET;
 THENCE S00°00'00"E FOR 8.80 FEET TO THE END OF SAID CENTERLINE;

CONTAINING 1333 SQUARE FEET, MORE OR LESS;


AND EASEMENT NO.2 DESCRIBED AS FOLLOWS:

COMMENCE AT SAID POINT OF BEGINNING 1;
 THENCE ALONG THE EAST BOUNDARY OF SAID TRACT "1",
 S01°12'05"W FOR 34.43 FEET TO POINT OF BEGINNING 2;
 THENCE CONTINUE ALONG THE EAST BOUNDARY OF SAID TRACT "1",
 S01°12'05"W FOR 50.00 FEET TO THE NORTH BOUNDARY OF TRACT "7" OF SAID PLAT, BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 92.50 FEET, WHERE A RADIAL LINE BEARS N16°37'05"W;
 THENCE SOUTHWESTERLY, ALONG SAID NORTH BOUNDARY AND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°19'24" FOR 3.75 FEET TO THE WEST BOUNDARY OF SAID TRACT "7";
 THENCE ALONG SAID WEST BOUNDARY, S00°51'29"W FOR 25.16 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "7";
 THENCE N89°08'31"W FOR 15.00 FEET;
 THENCE N00°51'29"E FOR 25.20 FEET;
 THENCE N21°11'10"E FOR 54.40 FEET TO POINT OF BEGINNING 2.

CONTAINING 850.5 SQUARE FEET, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.

REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.



 JOHN E. PHILLIPS, III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA NO. 4826
 DATE: 3/20/17

B BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1860 OLD OKEECHOBEE ROAD., SUITE 509,
 WEST PALM BEACH, FLORIDA 33409
 TELEPHONE (561)-615-3988, 615-3991 FAX

E-Mail: info@brown-phillips.com

PALM BEACH CONVENTION CENTER

PROJ. No. 16-110

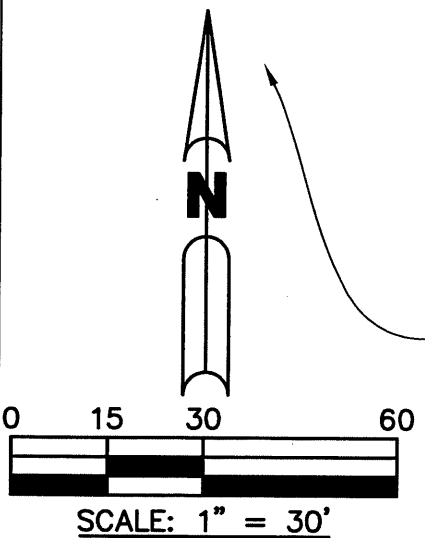
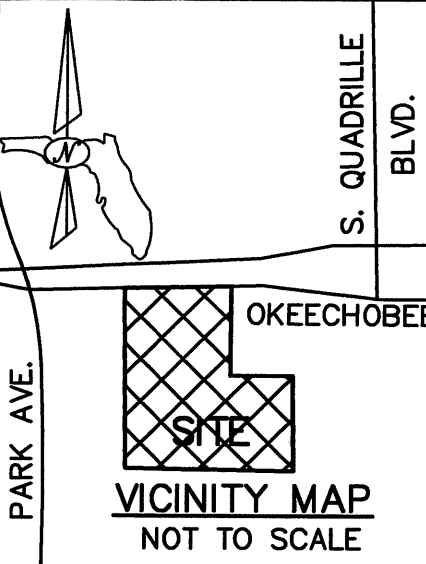
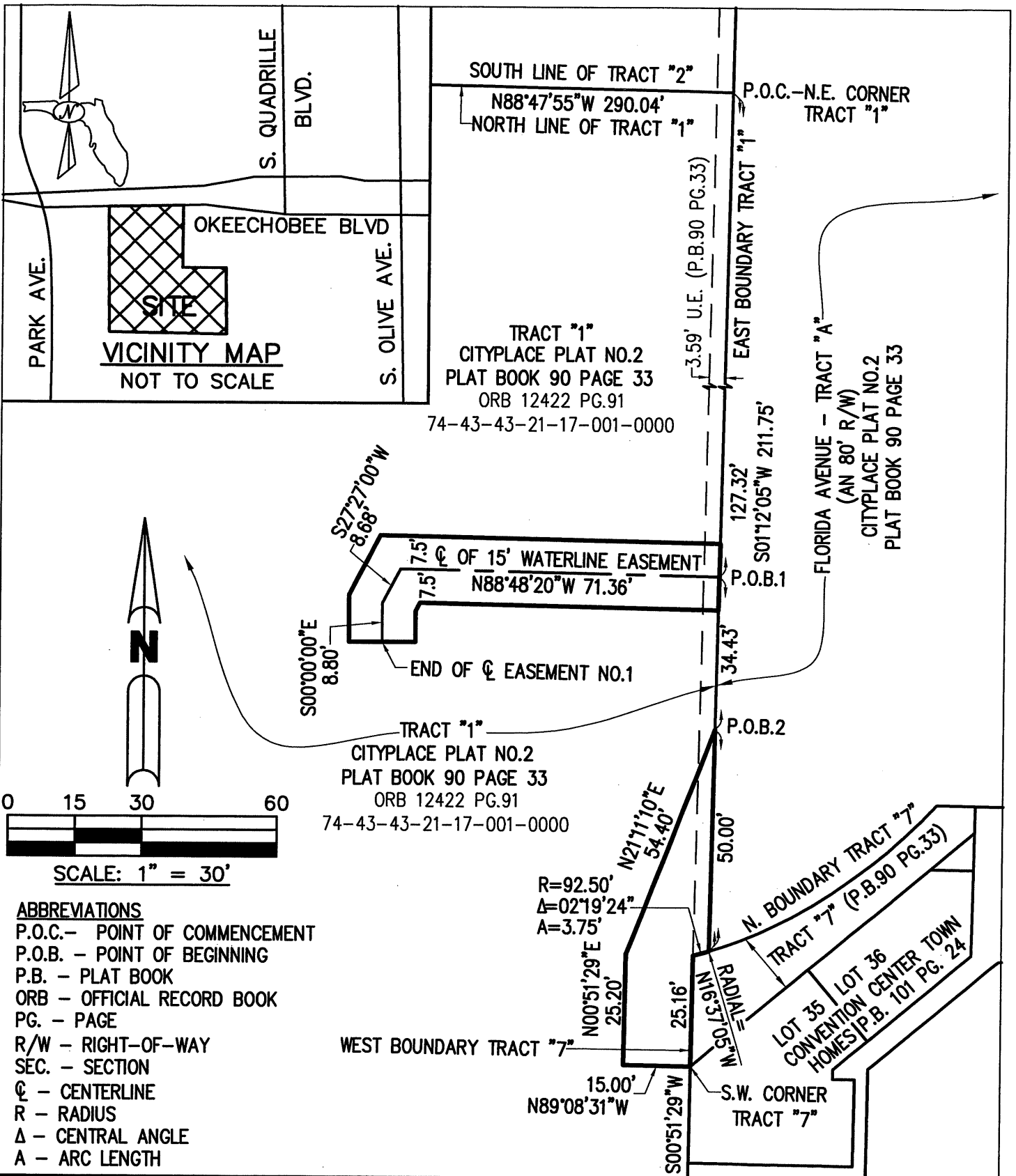
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LEGAL DESCRIPTION
 UTILITY EASEMENT

SCALE: 1"=30'

DATE: 3/9/17

SHEET 1 OF 3



- ABBREVIATIONS**
- P.O.C. - POINT OF COMMENCEMENT
 - P.O.B. - POINT OF BEGINNING
 - P.B. - PLAT BOOK
 - ORB - OFFICIAL RECORD BOOK
 - PG. - PAGE
 - R/W - RIGHT-OF-WAY
 - SEC. - SECTION
 - ☉ - CENTERLINE
 - R - RADIUS
 - Δ - CENTRAL ANGLE
 - A - ARC LENGTH

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PALM BEACH CONVENTION CENTER (This sketch is not a survey)	
PROJ. No. 16-110	DRAWN: MB
SKETCH TO ACCOMPANY LEGAL DESCRIPTION UTILITY EASEMENT	SCALE: 1"=30' DATE: 3/9/17 SHEET 2 OF 3

SURVEYOR'S NOTES:

1) THIS DESCRIPTION IS BASED ON CITYPLACE PLAT NO.2, RECORDED IN PLAT BOOK 90, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND ON WATERLINE RECORD INFORMATION FURNISHED BY CIVIL DESIGN, INC. 12/19/16.

NO FIELD SURVEY WORK WAS PERFORMED BY BROWN & PHILLIPS, INC. IN THE PREPARATION OF THIS DESCRIPTION.

2) RECORD INFORMATION SHOWN IS PER CITYPLACE PLAT NO.2, PLAT BOOK 90, PAGE 33.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY BROWN & PHILLIPS, INC.

3) ABBREVIATIONS:

- P.O.C. - POINT OF COMMENCEMENT
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4) BEARINGS ARE BASED ON S01°12'05"W (PLAT) ALONG THE EAST BOUNDARY OF TRACT "1", CITYPLACE PLAT NO.2, PLAT BOOK 90, PAGE 33.



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TELEPHONE (561)-615-3988, 615-3991 FAX

SURVEYOR'S NOTES
PALM BEACH CONVENTION CENTER

DRAWN: MDB	PROJ. No. 16-110
CHECKED: JEP	SCALE: 1" = 30'
UTILITY EASEMENT	DATE: 3/9/17
	SHEET 3 OF 3