

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 12, 2017      ☒ Consent      ☐ Regular  
Department:      ☐ Workshop      ☐ Public Hearing

Submitted By: Department of Airports

Submitted For:

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Easement Agreement with QxC Communications Inc. (QxC) for service to 1624 Perimeter Road in West Palm Beach at Palm Beach International Airport (PBIA).


**Summary:** The Easement Agreement will allow QxC to install underground coax cable and fiber-optic cabling to CSC Applied Technologies, LLC, a tenant at PBIA located at 1624 Perimeter Road. Countywide (HJF)


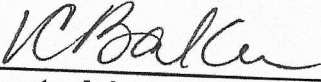
**Background and Justification:** The Easement Agreement is necessary for QxC to provide service to PBIA tenants.

**Attachments:**

Easement Agreement for 1624 Perimeter Road (3)

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LB  
Recommended By:       8/21/17  
Department Director      Date

  
Approved By:       8/31/17  
County Administrator      Date



## 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	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT *	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No: Fund 4100 Department 120 Unit \_\_\_\_\_ RSource \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

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

\*No fiscal impact.

C. Departmental Fiscal Review: CM Summers

## III. REVIEW COMMENTS

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

[Signature] 8/22/17  
 KP 8/22 OFMB 8/22

[Signature] 8/29/17  
 Contract Dev. and Control 8/29/17

### B. Legal Sufficiency:

[Signature] 8/31/17  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

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

**Prepared by & Return to:**

Martha LaVerghetta, Airports Compliance Manager  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406

PCN: a portion of 00-43-43-31-01-001-0010

**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 **QxC Communications, Inc.**, a Florida Corporation (“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 communications services for the purpose of providing communication services to facilities located on the Palm Beach International Airport, including, without limitation, underground coax cable and fiber-optic cabling and lines, underground conduit, and junction boxes (the “Facilities”) to be installed as necessary from time to time; with the right to reconstruct, improve, maintain, inspect, 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 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 and Grantees' rights under this Easement shall be strictly limited to the Facilities as described.
2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed or ceases to provide communication services to facilities located on the Palm Beach International Airport, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor. Further, Grantee shall not assign or transfer an interest in this Easement, or any part thereof, without the prior written consent of the Grantor, which consent may be granted or withheld at the Grantor's sole and absolute discretion for any reason or no reason at all. Any attempted assignment or transfer without the Grantor's approval shall be null and void.
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 provide Grantor's Department of Airports with notice (such notice may be telephonic) 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. Upon one hundred twenty days prior written notice to Grantee, Grantee acknowledges and agrees that Grantor may require the removal and/or relocation of the Facilities installed within the Easement Premises to another location within Grantor's property at Grantee's expense. Grantor and Grantee shall mutually identify and establish an area for the relocated Easement Premises.
6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of any necessary outdoor junction boxes 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.

7. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Grantor:                      Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406  
Attn.: Deputy Director

With a copy to:                      Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
ATTN: Airport Attorney

If to Grantee:                      QxC Communications, Inc.  
Attn: Mr. Jon W. Von Stein  
102 NE 2<sup>nd</sup> Street, Suite 136  
Boca Raton, Florida 33432

{Remainder of page intentionally left blank}

**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:**

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

**SHARON R. BOCK**

By: \_\_\_\_\_  
Clerk and Comptroller

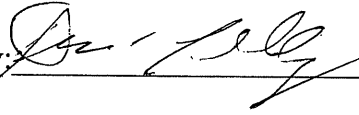
By: \_\_\_\_\_  
Paulette Burdick, Mayor

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:  \_\_\_\_\_  
Director, Department of Airports

**Exhibit “A”**

**See attached Legal Description/Site Sketch of “Easement Premises”**

EXHIBIT "A"  
10.00' UTILITY EASEMENT  
(PBIA AUTEC SITE)

A STRIP OF LAND 10.00 FEET IN WIDTH FOR UTILITY EASEMENT PURPOSES, LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 88°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 2,139.22 FEET; THENCE SOUTH 01°12'22" EAST AT RIGHT ANGLES TO SAID SECTION LINE, DISTANCE OF 575.10 FEET TO THE POINT OF BEGINNING, THENCE NORTH 47°43'42" WEST, A DISTANCE OF 296.39 FEET; THENCE NORTH 85°48'40" WEST, A DISTANCE OF 20.80 FEET; THENCE NORTH 04°11'56" EAST A DISTANCE OF 11.00 FEET TO THE POINT OF TERMINUS OF SAID EASEMENT.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTEND TO TERMINATE AT RIGHT ANGLES TO THE EXISTING STRUCTURE AT EACH END OF THE DESCRIBED 10' UTILITY EASEMENT.

SURVEYOR'S REPORT

SAID EASEMENT CONTAINS 3,283 SQUARE FEET OR 0.0754 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF NORTH 88°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.


THIS INSTRUMENT PREPARED BY SCOTT T. ADAMS SR. & GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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

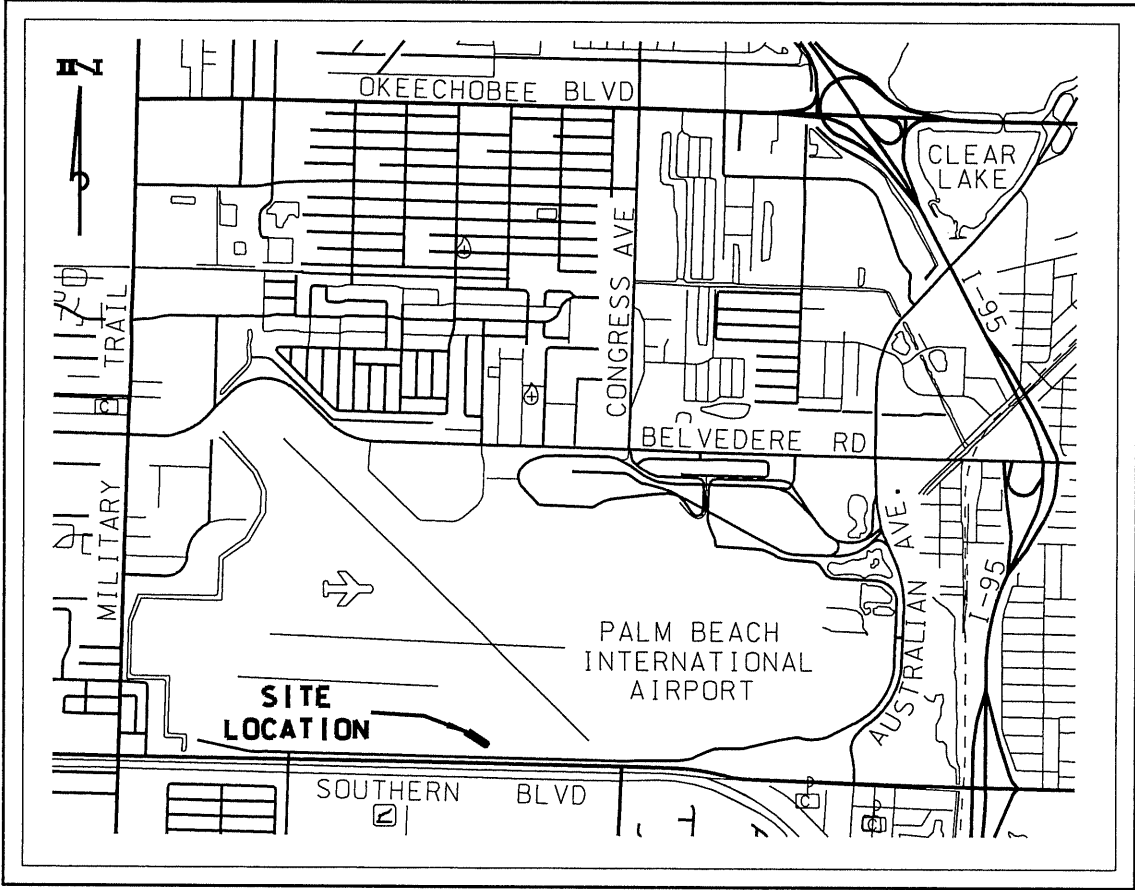
COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

PROJECT NO. 2017013-10	SHEET: 4	1	PROJECT:		NO.	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
			10' UTILITY EASEMENT PBIA AUTEC SITE							
DESIGN FILE NAME S-1-17-3868.DGN			DRAWING NO. S-1-17-3868		SCALE: 1" = 40'		APPROVED: G.W.M. DRAWN: S.T.A. CHECKED: G.W.M.		DATE 8/10/17	
					FIELD BOOK NO.					





**LOCATION MAP**

N.T.S.

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.00004305

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

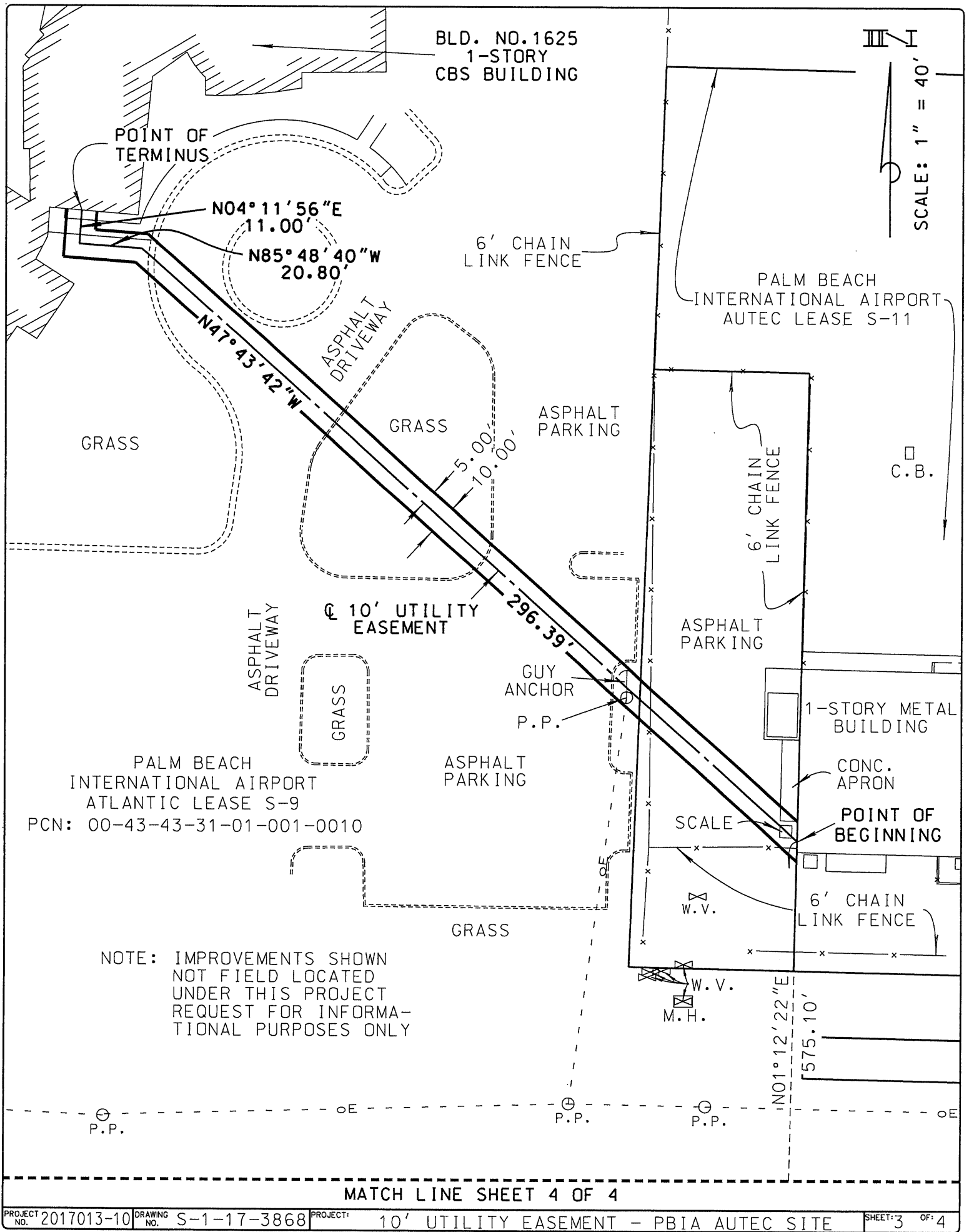
THIS IS NOT A SURVEY

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 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, FLORIDA STATUTES.

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

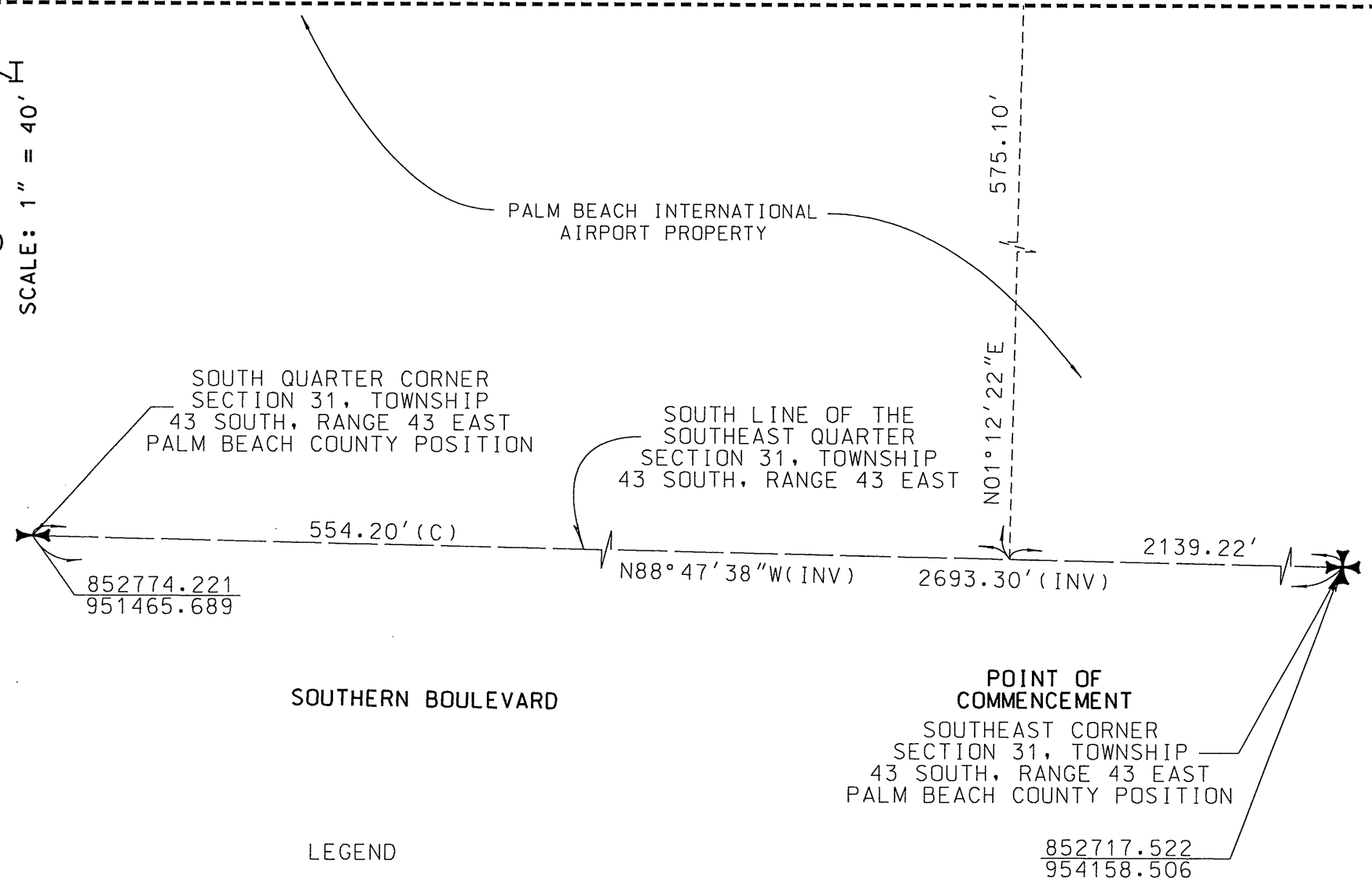
DATE



PROJECT 2017013-10 DRAWING S-1-17-3868 PROJECT 10' FIBER-OPTIC EASEMENT - PBIA AUTEC SITE SHEET 4 OF 4

MATCH LINE SHEET 3 OF 4

SCALE: 1" = 40'



SOUTHERN BOULEVARD

POINT OF COMMENCEMENT  
SOUTHEAST CORNER  
SECTION 31, TOWNSHIP  
43 SOUTH, RANGE 43 EAST  
PALM BEACH COUNTY POSITION

LEGEND

- |  |   |
|--|---|
| P.B. = PLAT BOOK                                 | REF = REFERENCE                         |
| PG. = PAGE                                       | D.B. = DEED BOOK                        |
| P.O.C. = POINT OF COMMENCEMENT                   | O.R.B. = OFFICIAL RECORD BOOK           |
| P.O.B. = POINT OF BEGINNING                      | SEC = SECTION                           |
| P.B.C. = PALM BEACH COUNTY                       | TWP = TOWNSHIP                          |
| R/W = RIGHT OF WAY                               | RNG = RANGE                             |
| FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION      | FP&L = FLORIDA POWER AND LIGHT          |
| D.N.R. = FLORIDA DEPARTMENT OF NATURAL RESOURCES | AKA = ALSO KNOWN AS                     |
| P.P. = WOOD POWER POLE                           | R.P.B. = ROAD PLAT BOOK                 |
|  | L.W.D.D. = LAKE WORTH DRAINAGE DISTRICT |
|  | L.A.E. = LIMITED ACCESS EASEMENT        |