

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2018

Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to accept: Two (2) nonstandard Utility Easements (Easements) granted by Florida Power & Light Company (FPL) to Palm Beach County on property located within Blackbird Subdivision.

Summary: The proposed Easements are required at two (2) locations over lands where Water Utility Department (WUD) utilities have been installed, to allow WUD staff access to the property for operation and maintenance purposes. FPL has requested modifications to the standard utility easement that require approval by the Board of County Commissioners (BCC). Those changes include: (a) the deletion of covenant language relating to encumbrances and mortgages due to FPL's inability to receive a consent and joinder from its blanket mortgage holder; and (2) the insertion of language permitting certain encumbrances within the easement area subject to FPL's agreement to be responsible for damages to and liabilities arising from the encumbrances, except when caused by the County's negligence to willful actions. The second change is similar to language that would normally be contained in WUD's standard Indemnity Agreement, but FPL requested that it be included as part of the grant of easement. (WUD Projects 17-537 and 15-511) District 1 (MJ)

Background and Justification: The proposed Easements will allow WUD staff access to the subject property to perform normal operations and maintenance to the water and wastewater infrastructure. The Easements require BCC approval as it contains certain nonstandard provisions not contained within WUD's standard utility easement.

Attachments:

1. Location Map
2. Two (2) Original Utility Easements in Parcel 3 Blackbird Subdivision
3. Two (2) Original Utility Easements in Parcel 3 Blackbird Subdivision

Recommended By: Jim Stiles 1-8-18
Department Director Date

Approved By: [Signature] 1-26-18
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<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>
NET FISCAL IMPACT	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

Is Item Included in Current Budget? Yes _____ No _____ X

Does this item include the use of federal funds? Yes _____ No _____ X

Reporting Category N/A

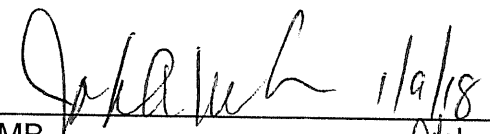
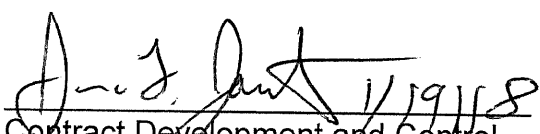
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The item will have no fiscal impact.

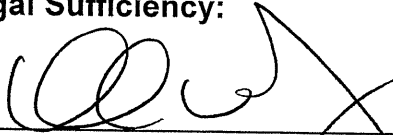
C. Department Fiscal Review: _____

III. REVIEW COMMENTS

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

 OFMB 1/19/18	 Contract Development and Control 1/19/18
--------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------

B. Legal Sufficiency:

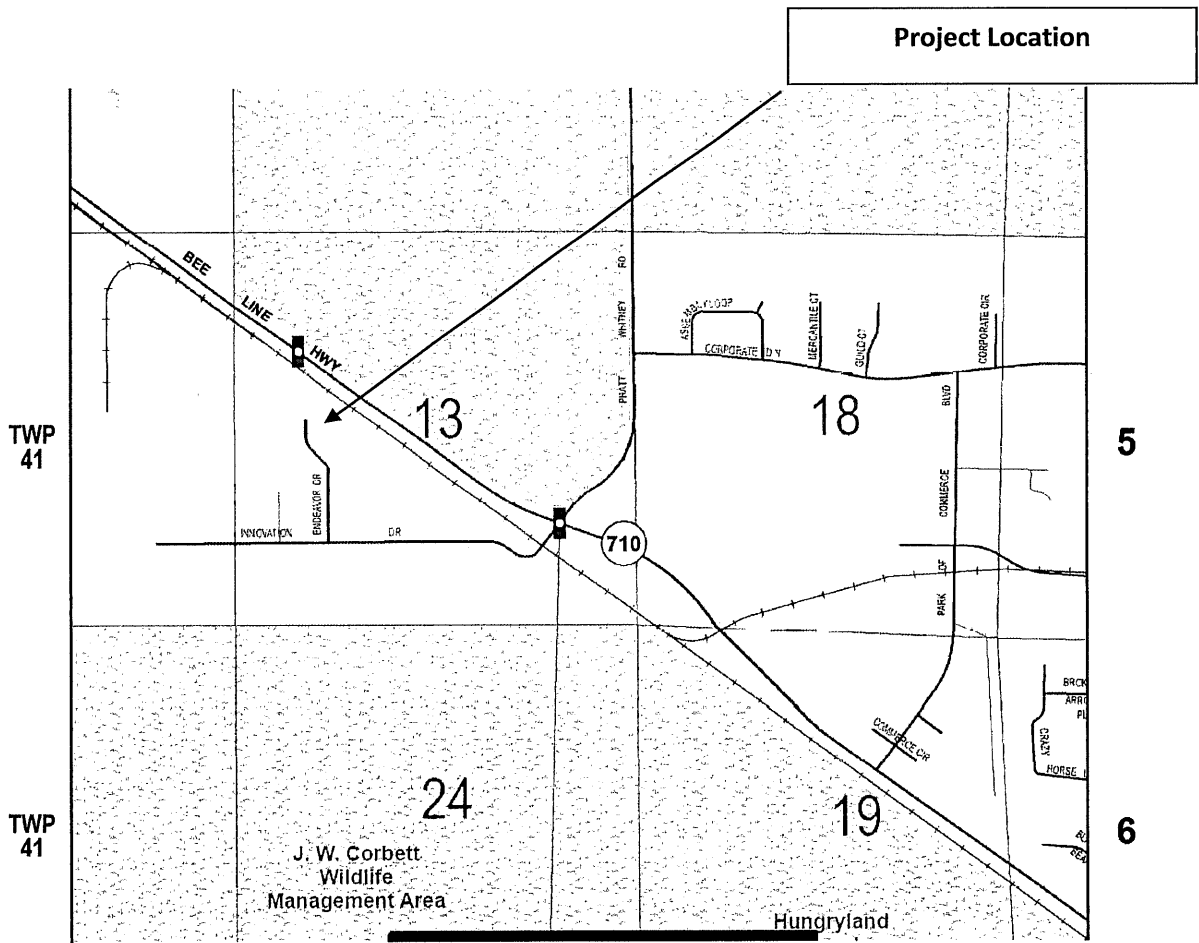

 1/22/18
 Assistant County Attorney

C. Other Department Review:

Department Director

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

ATTACHMENT 1
Location Map



ATTACHMENT 2

UTILITY EASEMENT

THIS UTILITY EASEMENT is made, granted and entered into this 31st day of July, 2017, by Florida Power & Light Company, a Florida corporation (hereinafter referred to as "Grantor"), whose address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attn: Corporate Real Estate Department, to Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual, non-exclusive utility easement which shall permit Grantee authority to enter upon the property of the Grantor herein described at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises. This utility easement or portion thereof can also be utilized for a wastewater pump station and may be fenced in by the Grantee for access control purposes. The easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

**SEE EXHIBITS "A" & "B" Legal Descriptions
ATTACHED HERETO AND MADE A PART HEREOF**

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.

Grantor hereby reserves the right to make the following improvements in, on, over, under or across said easement premises at any time without Grantee's consent: asphalt paving, concrete curbing, and irrigation system piping (the "Permitted Encumbrances"); provided however, in the event Grantee must access its utility facilities for construction, preservation, maintenance or replacement purposes, Grantor, at Grantor's sole cost and expense shall be responsible for repairing any damage to the Permitted Encumbrances caused by Grantee required to access its utility facilities, unless caused by Grantee's gross negligence or willful misconduct. Grantor hereby agrees to indemnify and hold Grantee harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, which may be imposed upon or asserted against Grantee as a result of or in any way connected to the Permitted Encumbrances, unless resulting from the wrongful or negligent acts of the Grantee. The obligations of Grantor under this Utility Easement shall run with the land and be binding upon the Grantor, its heirs, successors, legal representatives, and assigns.

(Signature and acknowledgment appear on following page.)

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Michelle M. Kahmann
Witness Signature

Michelle M. Kahmann
Print Name

[Signature]
Witness Signature

CHARLES HARTLEY
Print Name

GRANTOR:

By: [Signature]

Dean J. Girard
Print Name

Title: Director, Corporate Real Estate

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 3rd day of July, 2017 by Dean J. Girard as Director, Corporate Real Estate of Florida Power & Light Company, a Florida corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My Commission
Expires: _____

Michelle M. Kahmann
Signature of Notary

Michelle M. Kahmann
Typed, Printed or Stamped Name of Notary

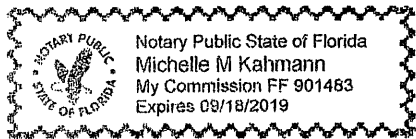


EXHIBIT "A"

LEGAL DESCRIPTION

BEING A 20.00 WIDE STRIP OF LAND LYING IN PARCEL 3, BLACKBIRD SUBDIVISION, AS RECORDED IN PLAT BOOK 98, PAGE 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 00°20'57" EAST, ALONG THE EAST LINE OF PARCEL 3, A DISTANCE OF 99.81 FEET; THENCE SOUTH 89°58'13" WEST, 19.22 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00°01'47" EAST, 20.00 FEET;
THENCE SOUTH 89°58'13" WEST, 132.09 FEET;
THENCE SOUTH 00°00'00" EAST, 15.33 FEET;
THENCE NORTH 89°58'21" WEST, 20.00 FEET;
THENCE NORTH 00°00'00" EAST, 15.31 FEET;
THENCE SOUTH 89°58'13" WEST, 97.19 FEET;
THENCE SOUTH 00°08'15" WEST, 160.13 FEET;
THENCE NORTH 90°00'00" WEST, 95.70 FEET;
THENCE SOUTH 00°08'04" WEST, 31.05 FEET;
THENCE NORTH 89°51'56" WEST, 20.00 FEET;
THENCE NORTH 00°08'04" EAST, 31.00 FEET;
THENCE NORTH 90°00'00" WEST, 123.66 FEET;
THENCE SOUTH 00°14'22" WEST, 93.97 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ENDEAVOR DRIVE, BLACKBIRD SUBDIVISION, AS RECORDED IN PLAT BOOK 98, PAGE 54; THENCE NORTH 45°20'57" WEST, ALONG SAID RIGHT-OF-WAY 28.00 FEET;
THENCE NORTH 00°14'22" EAST, 94.30 FEET;
THENCE SOUTH 90°00'00" EAST, 239.32 FEET;
THENCE NORTH 00°08'15" EAST, 160.12 FEET;
THENCE NORTH 89°58'13" EAST, 269.22 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF ENDEAVOR DRIVE, BLACKBIRD SUBDIVISION, AS RECORDED IN PLAT BOOK 98, PAGE 54 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA. SAID LINE IS SHOWN TO BEAR SOUTH 00°20'57" EAST, ALL OTHER BEARINGS SHOWN AND DESCRIBED HEREON ARE RELATIVE THERETO.
2. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY THE SKETCH ON SHEET 2 AND THE ORIGINAL SIGNATURE AND SEAL OF THE SIGNING SURVEYOR.
3. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 F.A.C. AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION No. 4817
FOR THE FIRM

DATE	7/21/16
SCALE	N/A
APPROVED BY	D. KUBSTICK
DATE	7/21/16
FIELD BOOK/PAGES	N/A
JOB NUMBER	A2K021AF
SHEET	1 OF 2

DK	3/31/17	REVISED PER ENGINEER
BY:	DATE:	REVISIONS

SKETCH & DESCRIPTION
20' WIDE WATER
MAIN EASEMENT
IN
BLACKBIRD SUBDIVISION
PARCEL 3



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
2257 VISTA PARKWAY, SUITE 4
WEST PALM BEACH, FLORIDA 33411
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com



WESTERLY RIGHT-OF-WAY
SEABOARD AIR LINE
RAILWAY COMPANY

PARCEL 3
BLACKBIRD SUBDIVISION
(PB 98, PG. 54)

WATER MAIN
EASEMENT
(EXHIBIT "A")

WATER MAIN
EASEMENT
(EXHIBIT "B")

ENDEAVOR DRIVE

PARCEL 4
BLACKBIRD SUBDIVISION
(PB 98, PG. 54)

INNOVATION DRIVE

LOCATION MAP

NOT TO SCALE

SHEET:
 LOCKMAP
 JOB NUMBER:
 A2K-021AP
 DRAWN BY:
 D. WILLIAMS
 APPROVED BY:
 G. WILLIAMS
 SCALE:
 N/A
 FIELD BOOK/PAGES:
 7 / 217 1 B
 N/A

DK	DATE	REVISIONS
	5/31/17	REVISED PER ENGINEER

SKETCH & DESCRIPTION
WATER MAIN EASEMENTS
IN
BLACKBIRD SUBDIVISION
PARCEL 3

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND MAPPERS
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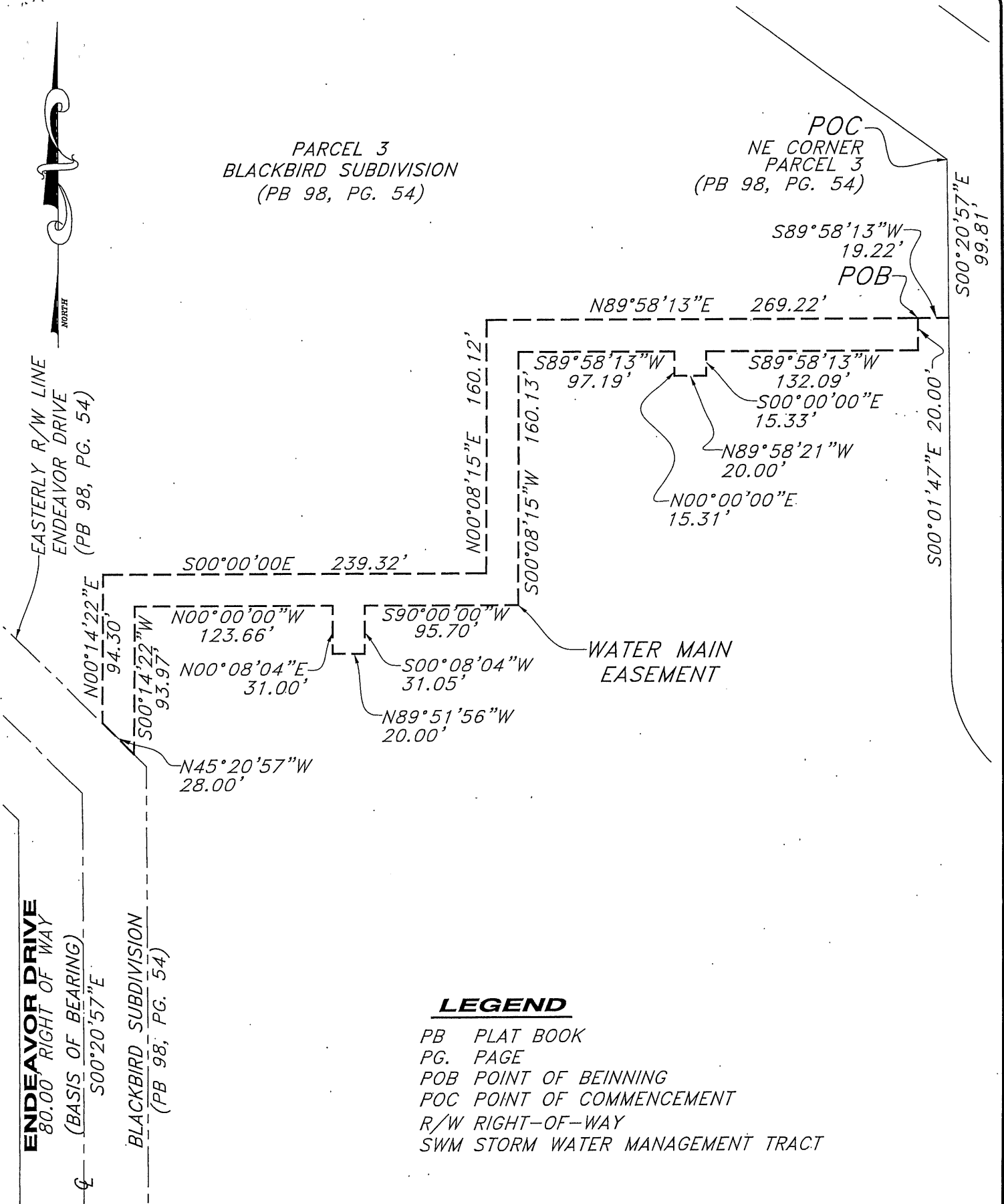
PARCEL 3
BLACKBIRD SUBDIVISION
(PB 98, PG. 54)

POC
NE CORNER
PARCEL 3
(PB 98, PG. 54)

EASTERLY R/W LINE
ENDEAVOR DRIVE
(PB 98, PG. 54)

ENDEAVOR DRIVE
80.00' RIGHT OF WAY
(BASIS OF BEARING)
S00°20'57"E

BLACKBIRD SUBDIVISION
(PB 98, PG. 54)



LEGEND

- PB PLAT BOOK
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- SWM STORM WATER MANAGEMENT TRACT

SHEET:
2 OF 2

JOB NUMBER:
A2K-021AF

DATE:
7/21/16

SCALE:
1" = 60'

DRAWN BY:
D. RUPSTICK

CHECKED BY:
C.P. WILLIAMS

NO.	DATE	REVISIONS
DK	3/31/17	REVISED PER ENGINEER
BY:	DATE:	REVISIONS

SKETCH & DESCRIPTION
20' WIDE WATER
MAIN EASEMENT
IN
BLACKBIRD SUBDIVISION
PARCEL 3

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WESTERLY RIGHT-OF-WAY
SEABOARD AIR LINE
RAILWAY COMPANY

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BLACKBIRD SUBDIVISION
(PB 98, PG. 54)

WATER MAIN
EASEMENT
(EXHIBIT "A")

WATER MAIN
EASEMENT
(EXHIBIT "B")

ENDEAVOR DRIVE

PARCEL 4
BLACKBIRD SUBDIVISION
(PB 98, PG. 54)

INNOVATION DRIVE

LOCATION MAP

NOT TO SCALE

JOB NUMBER:
A 2K021AF

SHEET:
LOCMAP

DATE:
7/21/16

FIELD BOOK/PAGES:
N/A

SCALE:
N/A

APPROVED BY:
G. WILLIAMS

DRAWN BY:
D. KUPSTICK

BY:	DATE:	REVISIONS
DK	3/31/17	REVISED PER ENGINEER

SKETCH & DESCRIPTION
WATER MAIN EASEMENTS
IN
BLACKBIRD SUBDIVISION
PARCEL 3

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND MAPPERS
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EXHIBIT "B"

LEGAL DESCRIPTION

BEING A 20.00 WIDE STRIP OF LAND LYING IN PARCEL 3, BLACKBIRD SUBDIVISION, AS RECORDED IN PLAT BOOK 98, PAGE 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE NORTH 00°20'57" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF ENDEAVOR DRIVE, BLACKBIRD SUBDIVISION, AS RECORDED IN PLAT BOOK 98, PAGE 54, A DISTANCE OF 287.03 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 00°20'57" WEST, ALONG SAID EAST RIGHT-OF-WAY, 20.00 FEET; THENCE NORTH 89°50'07" EAST, 53.56 FEET; THENCE SOUTH 00°00'02" EAST, 20.00 FEET; THENCE SOUTH 89°50'07" WEST, 53.34 FEET, TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF ENDEAVOR DRIVE, BLACKBIRD SUBDIVISION, AS RECORDED IN PLAT BOOK 98, PAGE 54 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA. SAID LINE IS SHOWN TO BEAR SOUTH 00°20'57" EAST, ALL OTHER BEARINGS SHOWN AND DESCRIBED HEREON ARE RELATIVE THERETO.
2. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY THE SKETCH ON SHEET 2 AND THE ORIGINAL SIGNATURE AND SEAL OF THE SIGNING SURVEYOR.
3. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 F.A.C. AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION No. 4817
FOR THE FIRM

JOB NUMBER A-2021-117	DATE
	7/21/16
FIELD BOOK/PAGES	N/A
DRAWN BY D. KUPSTOCK	
APPROVED BY G. WILLIAMS	
SCALE	
SHEET	1 OF 2

BY:	DATE:	REVISIONS

SKETCH & DESCRIPTION
20' WIDE WATER
MAIN EASEMENT
IN
BLACKBIRD SUBDIVISION
PARCEL 3



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND MAPPERS
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PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com



ENDEAVOR DRIVE
80.00' RIGHT OF WAY

☉ (BASIS OF BEARING)
S00°20'57"E

BLACKBIRD SUBDIVISION
(PB 98, PG. 54)

N00°20'57"W
20.00'

EASTERLY R/W LINE
ENDEAVOR DRIVE
(PB 98, PG. 54)

287.03'

N00°20'57"W

POC
SW CORNER
PARCEL 3
(PB 98, PG. 54)

N89°50'07"E 53.56'
WATER MAIN
EASEMENT
S00°00'02"E 20.00'
S89°50'07"W 53.34'

POB

PARCEL 3
BLACKBIRD SUBDIVISION
(PB 98, PG. 54)

LEGEND

- PB PLAT BOOK
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- SWM STORM WATER MANAGEMENT TRACT

DRAWN BY:
D. KUPSTICK

APPROVED BY:
G.P. WILLIAMS

SCALE:
1" = 30.0'

DATE:
7/21/16

FIELD BOOK/PAGES

JOB NUMBER:
A2K-021AF

SHEET:
2 OF 2

BY:	DATE:	REVISIONS

SKETCH & DESCRIPTION
20' WIDE WATER
MAIN EASEMENT
IN
BLACKBIRD SUBDIVISION
PARCEL 3



F.R.S. & ASSOCIATES, INC.
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ATTACHMENT 3

UTILITY EASEMENT

THIS UTILITY EASEMENT is made, granted and entered into this 16th day of November, 2017, by Florida Power & Light Company, a Florida corporation (hereinafter referred to as "Grantor"), whose address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attn: Corporate Real Estate Department, to Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual, non-exclusive utility easement which shall permit Grantee authority to enter upon the property of the Grantor herein described at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises. This utility easement or portion thereof can also be utilized for a wastewater pump station and may be fenced in by the Grantee for access control purposes. The easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

**SEE EXHIBIT "A" Legal Description and Sketch
ATTACHED HERETO AND MADE A PART HEREOF**

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.

Grantor hereby reserves the right to make the following improvements in, on, over, under or across said easement premises at any time without Grantee's consent: asphalt paving, concrete curbing, and irrigation system piping (the "Permitted Encumbrances"); provided however, in the event Grantee must access its utility facilities for construction, preservation, maintenance or replacement purposes, Grantor, at Grantor's sole cost and expense shall be responsible for repairing any damage to the Permitted Encumbrances caused by Grantee required to access its utility facilities, unless caused by Grantee's gross negligence or willful misconduct. Grantor hereby agrees to indemnify and hold Grantee harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, which may be imposed upon or asserted against Grantee as a result of or in any way connected to the Permitted Encumbrances, unless resulting from the wrongful or negligent acts of the Grantee. The obligations of Grantor under this Utility Easement shall run with the land and be binding upon the Grantor, its heirs, successors, legal representatives, and assigns.

(Signature and acknowledgment appear on following page.)

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered in the presence of:

Michelle M. Kahmann

Witness Signature

Michelle M. Kahmann

Print Name

David K. Brobst

Witness Signature

David K. Brobst

Print Name

GRANTOR:

By: Dean J. Girard

Dean J. Girard

Print Name

Title: Director, Corporate Real Estate

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of November, 2017 by Dean J. Girard as Director, Corporate Real Estate of Florida Power & Light Company, a Florida corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My Commission

Expires:



Michelle M. Kahmann

Signature of Notary

Michelle M. Kahmann

Typed, Printed or Stamped Name of Notary

**DESCRIPTION & SKETCH
PREPARED FOR:
FLORIDA POWER & LIGHT Co.**

**JUPITER WEST
MASTER METER EASEMENT**

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF PARCEL 3, AS SHOWN ON THE PLAT OF BLACKBIRD SUBDIVISION, RECORDED IN PLAT BOOK 98, PAGES 54 THROUGH 57, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 41 SOUTH, RANGE 40 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF ENDEAVOR DRIVE, AS SHOWN ON SAID PLAT OF BLACKBIRD SUBDIVISION; THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID ENDEAVOR DRIVE, NORTH 45°20'57" WEST, A DISTANCE OF 35.36 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°20'57" WEST, A DISTANCE OF 958.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 89°39'03" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF A 15 FOOT UTILITY EASEMENT, AS SHOWN ON SAID PLAT OF BLACKBIRD SUBDIVISION AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THENCE ALONG THE EAST LINE OF SAID 15 FOOT UTILITY EASEMENT, NORTH 00°20'57" WEST, A DISTANCE OF 22.50 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°39'03" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°20'57" EAST, A DISTANCE OF 22.50 FEET; THENCE SOUTH 89°39'03" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 450 SQUARE FEET, MORE OR LESS.

REVIEWED & ACCEPTED

PALM BEACH COUNTY WATER UTILITIES DEPT.

OCT 31 2017



Date

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: SEPTEMBER 20, 2017

LIDBERG LAND SURVEYING, INC.

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

ABBREVIATIONS:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ORB = OFFICIAL RECORD BOOK



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \			
REF.			
FLD. _	FB. _	PG. _	JOB 17-057-303
OFF. CASASUS			DATE SEPTEMBER 20, 2017
CKD. D.C.L.	SHEET 1	OF 2	DWG. A17-057

**DESCRIPTION & SKETCH
PREPARED FOR:
FLORIDA POWER & LIGHT Co.**

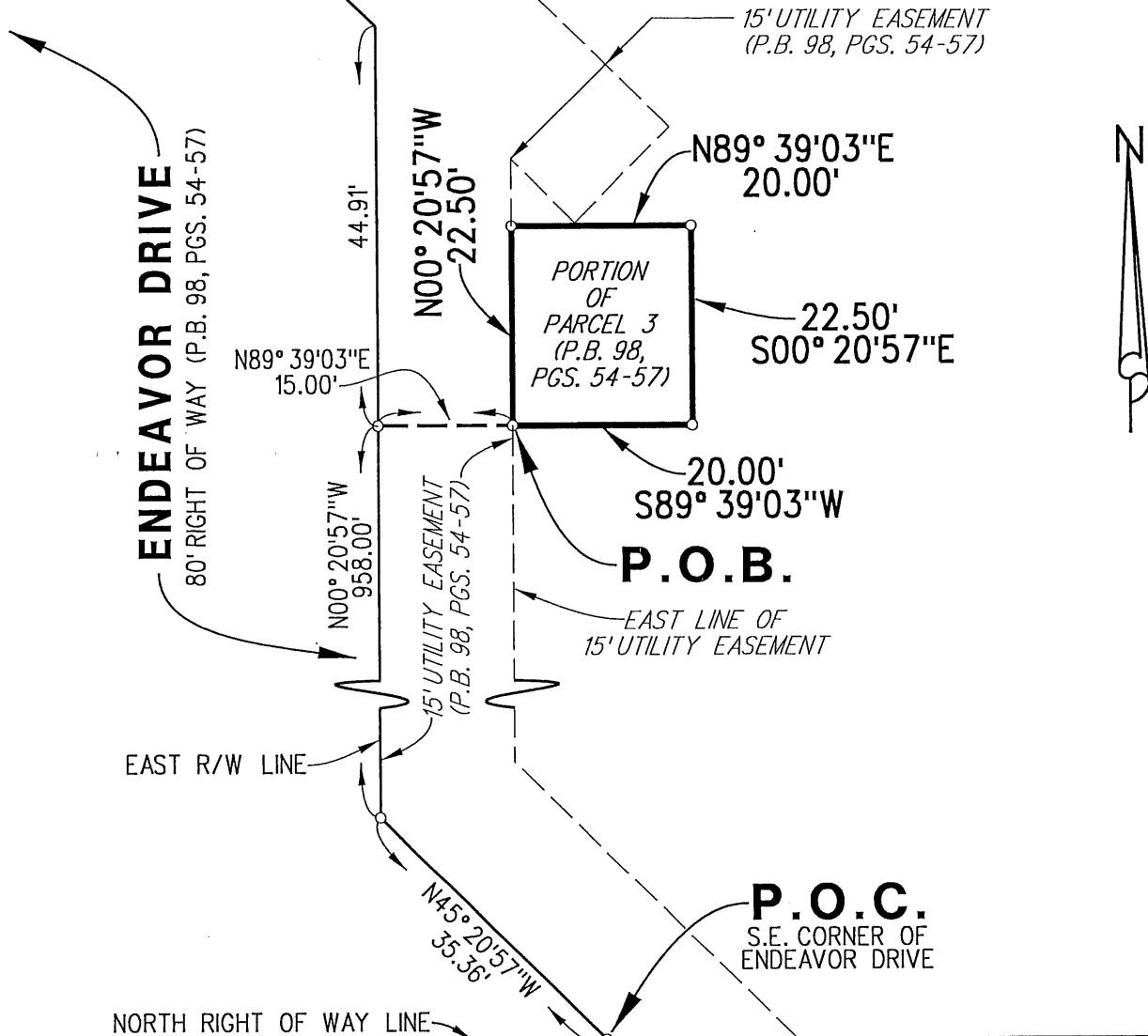
**JUPITER WEST
MASTER METER EASEMENT**

20 10 0 20 40



GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

**PARCEL 3
BLACKBIRD SUBDIVISION
(PLAT BOOK 98, PGS. 54-57)**



**INNOVATION DRIVE
80' RIGHT OF WAY (P.B. 98, PGS. 50-53)**

LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 134140 \ 17-057 \ 17-057-303 \ 17-057-303.DGN			
REF.			
FLD.	FB.	PG.	JOB 17-057-303
OFF. CASASUS			DATE SEPTEMBER 19, 2017
CKD. D.C.L.	SHEET 2	OF 2	DWG. A17-057

FLORIDA POWER & LIGHT COMPANY

CERTIFICATE AS TO SIGNATURE AND INCUMBENCY

The undersigned, Charlotte B. Anderson, Assistant Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that the person whose name, title and signature appear below is a duly appointed representative of the Company and holds, on the date hereof, the title set forth opposite his name and that the signature set forth opposite his name is a genuine facsimile signature of such representative:

Name

Title

Signature

Dean J. Girard

Director, Corporate Real
Estate



IN WITNESS WHEREOF, I have hereunto signed my name on this 17th day of January, 2018.



Charlotte B. Anderson
Assistant Secretary

FLORIDA POWER & LIGHT COMPANY

CERTIFICATE AS TO SIGNATURE AND INCUMBENCY

The undersigned, Charlotte B. Anderson, Assistant Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that the person whose name, title and signature appear below is a duly appointed representative of the Company and holds, on the date hereof, the title set forth opposite his name and that the signature set forth opposite his name is a genuine facsimile signature of such representative:

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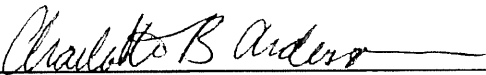
Charlotte B. Anderson
Assistant Secretary

FLORIDA POWER & LIGHT COMPANY

SECRETARY'S CERTIFICATE

The undersigned, Charlotte B. Anderson, Assistant Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that attached hereto as Annex A is a true and correct copy of resolutions (excluding exhibits, if any) duly adopted by the Board of Directors of the Company on September 13, 2010. Such resolutions have not been amended, modified or rescinded and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name on this 17th day of January, 2018.



Charlotte B. Anderson
Assistant Secretary

ANNEX A

FLORIDA POWER & LIGHT COMPANY

**RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS
ON SEPTEMBER 13, 2010**

FLORIDA POWER & LIGHT COMPANY

**RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS
ON SEPTEMBER 13, 2010**

* * * * *

WHEREAS, Florida Power & Light Company, a Florida corporation (the "Company"), from time to time seeks to acquire or to dispose of interests in real property, or dedicate portions of its real property interests to governmental bodies upon request from said bodies, which acquisitions or sales or dedications are made pursuant to and in compliance with: (1) the Company's Acquisition Fee/ Easement/ Lease/ License Real Estate Procedures of the Corporate Real Estate Department (the "Real Estate Department") effective January 2002, as last revised in January 2010 (such procedures as in effect on the date hereof and as revised from time to time after the date hereof, the "Real Estate Acquisition Procedures"); or (2) the Real Estate Department's sale procedures effective January 1992, as last revised February 2010 (such procedures as in effect on the date hereof, and as revised from time to time after the date hereof, the "Real Estate Sale Procedures"), as the case may be; and

WHEREAS, the Company from time to time receives requests from interested parties to sell to such parties Mitigation Bank Credits which are owned by the Company's Mitigation Bank and the Company recognizes the need from time to time in the ordinary course of its business to sell Mitigation Bank Credits in accordance with the Real Estate Department's procedures for such sales effective April 2006, as revised in December 2009 (such procedures as in effect on the date hereof, and as revised from time to time after the date hereof, the "Mitigation Bank Procedures"); and

WHEREAS, the Company from time to time receives requests from third parties seeking a lease or license to use Company property for purposes such as agriculture, parking, signage, landscaping, special events and the like and, pursuant to such requests, the Company recognizes the need in the ordinary course of its business to grant leases or licenses to such third parties; provided that the requested use does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights; and provided further that the Real Estate Department in granting the lease or license on behalf of the Company does so in compliance with the Lease or

License of FPL Property Procedures effective July 1, 1995, as last revised in January 2010 (such procedures as in effect on the date hereof, and as revised from time to time after the date hereof, the "Real Estate Lease and License Procedures"); and

WHEREAS, the Company from time to time leases and/or licenses interests in real property owned by other parties; provided that the Real Estate Department in acquiring the lease or license on the land of others does so in compliance with the Real Estate Lease and License Procedures; and

WHEREAS, the Company is requested to and recognizes the need from time to time in the ordinary course of its business to grant right of way consent agreements to third party property owners that own property upon which the Company has an easement, which agreements grant the right to such third parties to utilize the Company's easement; provided that such use does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights; and provided further that the Real Estate Department, in granting the right of way consent agreement on behalf of the Company, does so in compliance with the Real Estate Department's Consent Agreements Procedures effective January 1, 1994, as last revised in December 2009 (such procedures as in effect on the date hereof, and as revised from time to time after the date hereof, the "Real Estate Consent Agreement Procedures"); and

WHEREAS, the Company is requested to and recognizes the need from time to time in the ordinary course of its business to grant easements to governmental agencies or bodies and others, which easements are either for the benefit of the Company or are required for incidental use by such governmental agencies or bodies and others, generally with respect to ingress and egress rights for utilities such as water, sewer, gas, telephone, and fiber, and in order to construct sidewalks and the like on the Company's property; provided that such rights do not have a material adverse effect on the value of the Company's affected property and do not adversely affect the Company's use of its property or property rights; and provided further that the granting of the easement complies with the Real Estate Department's Easement Grants of FPL Property Procedures effective April 12, 2006, as revised in February 2010 (such procedures as in effect on the date hereof, and as revised from time to time after the date hereof, the "Easement Procedures"); and

WHEREAS, the Company receives requests from time to time from third party property owners requesting a release of easement due to an encroachment by such property owners into the Company's easements, and the Company may be willing to grant such a release of easement, provided

said release does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights; and provided further that any such release of easement is prepared and executed in the ordinary course of the Company's business and in compliance with the Real Estate Department's Release of Easement Procedures, effective January 1, 1994, as last revised in February 2010 (such procedure as in effect on the date hereof, and as revised from time to time after the date hereof; the "Release of Easement Procedures") and

WHEREAS, the Company receives requests from time to time from third party property owners to release an easement due to an encroachment by such property owners into the Company's easements, to which requests the Company does not wish to accede, but in connection with which the Company may be willing to execute a Non-Disturbance Agreement (which is a recordable document by which the property owner agrees not to further encroach into the easement and the Company acknowledges the encroachment without releasing any easement rights); provided that said encroachment does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights; and provided further that a Non-Disturbance Agreement or subordination agreement is prepared and executed in the ordinary course of the Company's business in compliance with the Real Estate Department's Non-Disturbance Agreement Procedure effective January 1, 1994, as last revised in February 2010 (such procedure as in effect on the date hereof, and as revised from time to time after the date hereof; the "Real Estate Non-Disturbance Agreement Procedure"); and

WHEREAS, the Company receives requests from time to time from third party property owners and others to subordinate the Company's existing easement rights to such property owners' and others' rights pursuant to a subordination agreement, and the Company may be willing to do so; provided that said subordination does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights; and provided further that a subordination agreement is prepared in the ordinary course of the Company's business in compliance with the Real Estate Department's Subordination of Easement Procedure effective May 1995, as last revised in February 2010 (such procedure as in effect on the date hereof, and as revised from time to time after the date hereof, the "Subordination of Easement Procedures"); and

WHEREAS, the Company receives requests from time to time to review and approve applications to collocate cellular antennas on existing or replacement transmission structures, or for the new construction of a cellular tower on the Company's real property, and the Company may be willing to

grant such requests; provided that the collocation application is prepared in the ordinary course of the Company's business in compliance with the Real Estate Department's applicable procedures (such procedures as in effect on the date hereof, and as revised from time to time after the date hereof, the "Collocation Applications Procedures"); and

WHEREAS, the Company receives requests from time to time from federal, state and/or local governmental agencies seeking the Company's (1) ~~execution of the requesting agency's document granting authority for the~~ Company's power lines to cross a federal, state or local body of water, and the Company may be willing to grant such requests; provided that such request is in compliance with the Real Estate Department's crossing of submerged lands procedures effective February 2010 (such procedures in effect on the date hereof, and as revised from time to time after the date hereof, the "Submerged Lands Crossing Procedures"), (2) consent to the annexation of the Company's real property, moving it from an unincorporated governmental jurisdiction into an incorporated one, and the Company may be willing to grant such requests; provided that such request is in compliance with the Real Estate Department's annexation procedures effective February 2010 (such procedures in effect on the date hereof, and as revised from time to time after the date hereof, the "Real Estate Annexation Agreement Procedures"), and (3) real property plats, and the Company may be willing to grant such requests for real property plats; provided that such requests are in compliance with the Real Estate Department's Plat Procedures effective February 2010 (such procedures in effect on the date hereof and as revised from time to time after the date hereof, the "Real Estate Plat Procedures"); and

WHEREAS, subject to the limitations set forth in the resolutions below, management recommends that the Company authorize the Real Estate Department to negotiate, execute and perform under the agreements with respect to those real estate transactions described herein; provided that such agreements and the transactions contemplated thereunder are in compliance, as applicable, with (1) the Real Estate Acquisition Procedures, (2) Real Estate Sales Procedures, (3) Mitigation Bank Procedures, (4) Real Estate Lease and License Procedures, (5) Real Estate Consent Agreement Procedures, Easement Procedures, (6) Release of Easement Procedures, (7) Real Estate Non-Disturbance Agreement Procedures, Subordination of Easement Procedures, (8) Collocation Applications Procedures, (9) Submerged Lands Crossing Procedures and Real Estate Annexation Agreement Procedures, and (10) Real Estate Plat Procedures (collectively, the "Real Estate Department Procedures").

NOW THEREFORE, be it

RESOLVED, that the Company's President and Chief Executive Officer and the Executive Vice President, Finance and Chief Financial Officer, be, and each such officer, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the following agreements, releases and consents (collectively, "Real Estate Agreements"): (1) definitive agreements to acquire or sell or dedicate real property, or lease or license Company property, including any part of the personal property located thereon; (2) agreements to sell Mitigation Bank Credits from the Company's Mitigation Bank; (3) definitive right of way consent agreements to third party land owners that own property upon which the Company has an easement, which agreements grant the right to such landowners to use the Company's easement in a manner that does not have a material adverse effect on the value of the Company's affected property and does not adversely affect the Company's use of its property or property rights; (4) definitive agreements to grant easements to governmental agencies or bodies and others, provided that such easements are either for the benefit of the Company or for incidental use by such governmental agencies or bodies and others and are generally with respect to ingress and egress rights for utilities (e.g. water, sewer, gas, telephone and fiber), sidewalks or the like on the Company's properties; (5) definitive Releases of Easement, provided said Releases of Easement do not have a material adverse effect on the value of the Company's affected property and do not adversely affect the Company's use of its property or property rights; (6) definitive Non-Disturbance Agreements by which the property owners agree not to further encroach into the Company's easement and the Company acknowledges the encroachment without releasing any easement rights; (7) definitive subordination agreements; (8) definitive licensing agreements, including without limitation collocation-related agreements; (9) submerged lands crossing agreements; (10) consents to annexation by government bodies; and (11) plats requested by government agencies; each of such Real Estate Agreements in such form as, and with such amendments, additions, modifications and corrections as, such officer may approve, such approval (and compliance with the Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such officer of any such Real Estate Agreement; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Fifty Million Dollars (\$50,000,000); and

FURTHER RESOLVED, that each of the Company's Executive Vice President, Engineering, Construction & Corporate Services, Treasurer and

Vice President of Corporate Real Estate be, and each such officer or employee, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Million Dollars (\$5,000,000); and

FURTHER RESOLVED, that the Company's Director of Corporate Real Estate be, and such Director hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed Five Hundred Thousand Dollars (\$500,000); and

FURTHER RESOLVED, that the Company's Manager of Corporate Real Estate be, and such Manager hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from time to time the Real Estate Agreements; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be acquired, sold, dedicated, leased, licensed, released or otherwise made the subject of any Real Estate Agreement does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that with respect to the leasing and licensing of the Company's land to third parties, as well as the Company's leasing and licensing of other parties' land, the Company's Manager of Project Controls and Asset Management be, and the Manager of Project Controls and Asset Management hereby is, authorized to negotiate the terms of, execute and deliver from time to time definitive lease or license agreements with respect to the Company's property, including any part of the personal property located thereon, in such form as, and with such amendments, additions, modifications and corrections as, such Manager of Project Controls and Asset Management may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Manager of Project Controls and Asset Management of any such agreement, provided that (in each case) the total fair market value of the real estate (including personal property) to be leased

or licensed pursuant to such transactions does not exceed One Hundred Thousand Dollars (\$100,000); and

FURTHER RESOLVED, that each of the Company's Corporate Real Estate Area Managers be, and each such Area Manager, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company and subject to compliance with the applicable Real Estate Department Procedures, to negotiate the terms of, execute and deliver from ~~time-to-time annexation agreements, plats, right of way consent agreements,~~ easements, releases of easements, non-disturbance agreements and subordination agreements (collectively, the "Area Manager Documents"), in such form as, and with such amendments, additions, modifications and corrections as, such Area Manager may approve, such approval (and compliance with the relevant Real Estate Department Procedures) to be evidenced conclusively by the execution and delivery by such Area Manager of any such Area Manager Document; provided that (in each case) the total fair market value of the Company's real estate (including personal property) to be made the subject of any such Area Manager Document does not exceed Twenty-Five Thousand Dollars (\$25,000); and

FURTHER RESOLVED, that each of the officers of the Company, the Vice President of Corporate Real Estate, the Director of Corporate Real Estate and the Manager of Project Controls and Asset Management, be, and each such person hereby is, authorized and empowered to take, or cause to be taken, for and in the name and on behalf of the Company, all such further action, and to execute and deliver, or cause to be executed and delivered, for and in the name and on behalf of the Company, all such instruments and documents as such person may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of such person); and

FURTHER RESOLVED, that, from and after the date hereof, the foregoing resolutions supersede the authorities granted in all prior resolutions concerning the subject matter thereof, including without limitation the resolutions of the Board of Directors adopted by unanimous written consent effective on and as of May 31, 2006.

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: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By:  _____
DIRECTOR OF WATER UTILITIES