

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 13, 2018 [ 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: Utility Easement Agreement (Easement) with Florida Power & Light Company (FPL) for electric utilities to serve development of facilities on County-owned property under lease to Palm Auto Plaza, LLC (Palm Auto), south of the Palm Beach International Airport (PBIA).

**Summary:** Palm Auto is constructing a new retail auto sale and service facility on County-owned property south of PBIA pursuant to a Development Site Lease Agreement (R2014-0037). FPL is providing electric utility service and requires an easement. Countywide (AH)

**Background and Justification:** Palm Auto's facility is under construction. FPL requires the Easement to provide electric service. The Easement encompasses approximately 2,631.10 square feet (0.0604 ac.) The Easement is subject to standard FAA conditions and restrictions, and is being granted at no cost to FPL. On January 23, 2018, the Board approved a Utility Easement Agreement (R2018-0042) for this facility. On January 26, 2018, Palm Auto notified the Department of Airports that an as-built survey of the utility facilities identified a change to the required easement area. This Easement is based on the as-built location of the utility facilities and supersedes and replaces the easement approved in R2018-0042, which was not delivered to FPL, and which will not be recorded.

**Attachments:**

- 1. Utility Easement Agreement

LB  
Recommended By: Sam Bell 2/8/18  
Department Director Date

Approved By: M. Baker 2/22/18  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<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)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

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

Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ RSource \_\_\_\_\_  
Reporting Category \_\_\_\_\_

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

No fiscal impact.

C. Departmental Fiscal Review: CM Sumner

**III. REVIEW COMMENTS**

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

Lisa Phuc 2/13/18  
AGD 2/13/18 OFMB 2/13/18

Dr. J. Jacobson 2/14/18  
Contract Dev. and Control 2/14/18

**B. Legal Sufficiency:**

Anne Delgant 2-15-18  
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:**

Laura Beebe, Deputy Director  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406

PCN: (portion of) 00-43-44-05-24-001-0000

**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 (the "Easement Premises") situate, 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.**

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 CONDITIONS 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.

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

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

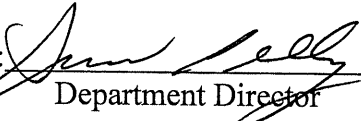
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

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

By:  \_\_\_\_\_  
Department Director

**LEGAL DESCRIPTION**

A 10.00 FEET WIDE FPL EASEMENT LYING IN TRACT "A", ACCORDING TO THE PLAT OF PBIA PARCEL G, AS RECORDED IN PLAT BOOK 120, PAGES 183 THROUGH 186, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA ALSO LYING IN SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF SAID TRACT "A", THENCE NORTH 88°06'11" WEST ALONG THE SOUTH LINE OF SAID TRACT "A", ALSO BEING THE SOUTH LINE OF SAID PLAT OF PBIA PARCEL G, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°53'01" EAST ALONG SAID CENTERLINE BEING PARALLEL WITH AND LYING 5 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF TRACT "A" OF SAID PLAT OF PBIA PARCEL G, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF EAST GRACE DRIVE, A 50 FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MORRISON HOMES, AS RECORDED IN PLAT BOOK 23, PAGES 189 AND 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 96.46 FEET; THENCE NORTH 22°40'34" WEST, A DISTANCE OF 166.65 FEET TO THE POINT OF TERMINUS OF SAID EASEMENT.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED TO INTERSECT THE SOUTH LINE OF SAID PLAT OF PBIA PARCEL G, ALSO BEING SAID SOUTH LINE OF TRACT "A" AND AT RIGHT ANGLES TO THE POINT OF TERMINUS.

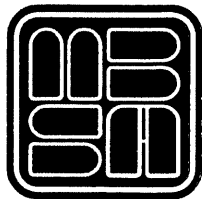
CONTAINING 2631.10 SQUARE FEET OR 0.0604 ACRES MORE OR LESS.

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

1/26/18  
DATE OF SIGNATURE

Craig S. Pusey  
CRAIG S. PUSEY  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 5019

REVISED PER AS-BUILT ALIGNMENT 1/26/18 CSP  
REVISED PER NEW ALIGNMENT AND PBC COMMENTS 11/29/17 CSP



**MICHAEL B. SCHORAH & ASSOCIATES, INC.**

1850 FOREST HILL BLVD., SUITE 206  
WEST PALM BEACH, FLORIDA 33406

EB# 2438 TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

FIELD: N/A	DRAWN: L.C.B.	SCALE: N/A
BOOK: N/A	DATE: OCT., 2017	CADDFILE:
PAGE: N/A	CHECKED: C.S.P.	1614 FPL NORTH

**SKETCH AND DESCRIPTION  
10' WIDE FPL EASEMENT  
PBIA PARCEL G  
PALM BEACH TOYOTA**

SHEET NO. 1 OF 3      JOB NO. 1614

**SURVEYOR NOTES:**

- 1.) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2.) NO SEARCH OF THE ADJOINERS WERE MADE BY THIS OFFICE.
- 3.) BEARINGS AS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. HAVING A GRID BEARING OF NORTH 02°30'49" EAST, WHICH IS RELATIVE TO THE NORTH AMERICAN DATUM (N.A.D.) 83 1990 ADJUSTMENT.
- 4.) THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
- 5.) THE SKETCH AND DESCRIPTION HAS BEEN PREPARED WITHOUT A REVIEW OF THE TITLE POLICY OR OWNERSHIP AND ENCUMBRANCE REPORT; AND IT IS POSSIBLE THAT THERE ARE OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, IN PARTICULAR OTHER EASEMENTS OF RECORD THAT MAY BE IN CONFLICT WITH THE GRANTING OF THIS EASEMENT.
- 6.) ADJOINING PROPERTY INFORMATION: (SOUTH) - CHS PROPERTIES, MUPD, AS RECORDED PLAT BOOK 104, PAGE 174, DEED RECORDED IN ORB 20753, PG. 999, PCN# 00-43-44-05-23-000-0014; (EAST) - EAST GRACE DRIVE 50' R/W RECORDED WITHIN THE PLAT OF MORRISON HOMES AS RECORDED IN PLAT BOOK 23, PG 189, PCN# NONE AVAILABLE

**COORDINATE NOTE:**

STATE PLANE COORDINATES SHOWN ARE GRID  
 DATUM = NAD 83, 1990 ADJUSTMENT ZONE = FLORIDA EAST  
 LINEAR UNIT = US SURVEY FEET  
 COORDINATE SYSTEM 1983 STATE PLANE, TRANSVERSE  
 MERCATOR PROJECTION  
 ALL DISTANCES ARE GROUND  
 PROJECT SCALE FACTOR = 1.0000429  
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
 BEARINGS AS SHOWN HEREON ARE GRID DATUM, NAD 83  
 1990 ADJUSTMENT, FLORIDA EAST ZONE.  
 ROTATION ANGLE = NONE.

**LEGEND**

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.T. = POINT OF TERMINUS
- PBCUE = PALM BEACH COUNTY UTILITY EASEMENT
- C.M. = CONCRETE MONUMENT
- ORB = OFFICIAL RECORDS BOOK
- FD. = FOUND
- PBC = PALM BEACH COUNTY
- P.B. = PLAT BOOK
- PG. = PAGE
- LB = LICENSED BUSINESS
- ☉ = CENTERLINE
- R/W = RIGHT-OF-WAY
- PCN = PROPERTY CONTROL NUMBER



**MICHAEL B. SCHORAH & ASSOCIATES, INC.**

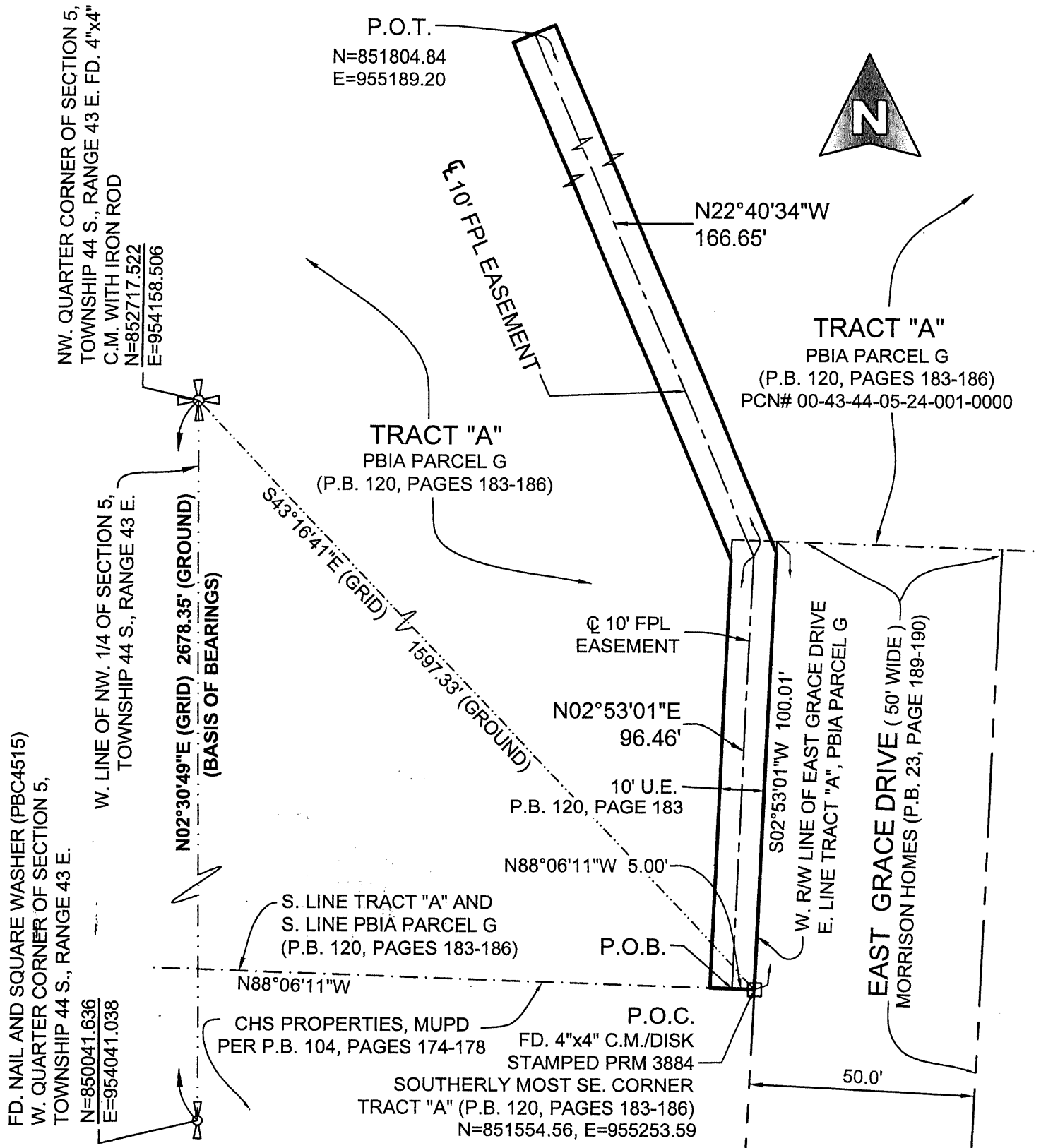
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**SKETCH AND DESCRIPTION  
 10' WIDE FPL EASEMENT  
 PBIA PARCEL G  
 PALM BEACH TOYOTA**

SHEET NO. 2 OF 3      JOB NO. 1614



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FIELD:	N/A	DRAWN:	L.C.B.	SCALE:	1"=30'
BOOK:	N/A	DATE:	OCT., 2017	CADDFILE:	
PAGE:	N/A	CHECKED:	C.S.P.	1614 FPL NORTH	

**SKETCH AND DESCRIPTION**  
**10' WIDE FPL EASEMENT**  
**PBIA PARCEL G**  
**PALM BEACH TOYOTA**

SHEET NO. 3 OF 3      JOB NO. 1614