

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 1, 2018

Consent       Regular  
 Ordinance       Public Hearing

Department: Engineering and Public Works

Submitted By: Engineering and Public Works

Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a subordination of utility interests and agreement for reimbursement for additional facility relocations with Florida Power & Light Company (FPL) on a parcel of land located near the southeast corner of Okeechobee Boulevard and Haverhill Road.

**SUMMARY:** Approval of the subordination agreement will subordinate interest in two FPL utility easements and allow Palm Beach County (County) to accept a warranty deed for additional right-of-way. As part of the development conditions associated with a convenience store and gas station, the property owners are required to provide the County with 20.50 feet of additional right-of-way on the east side of Haverhill Road. This right-of-way is encumbered by two FPL utility easements. The subordination agreement requires FPL to relocate any facilities it may have from the dedicated right-of-way, when and if requested by the County, and requires the County to pay for reasonable relocation costs of said facilities. The property owners have provided \$23,000 to the County for those future costs. District 7 (LBH)

**Background and Justification:** The parcel of land to be conveyed is encumbered by two utility easements in favor of FPL. Land conveyed to the County is required to be free and clear of all encumbrances. FPL has already executed the subordination agreement. The Engineering Department recommends the Board of County Commissioners' approval.

**Attachments:**

1. Location Map
2. Subordination of Utility Interests and Agreement with Exhibit "A"

Recommended by:

*[Signature]*

Department Director

3/26/18

Date

Approved by:

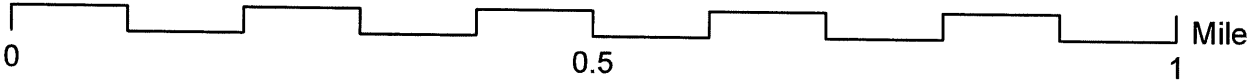
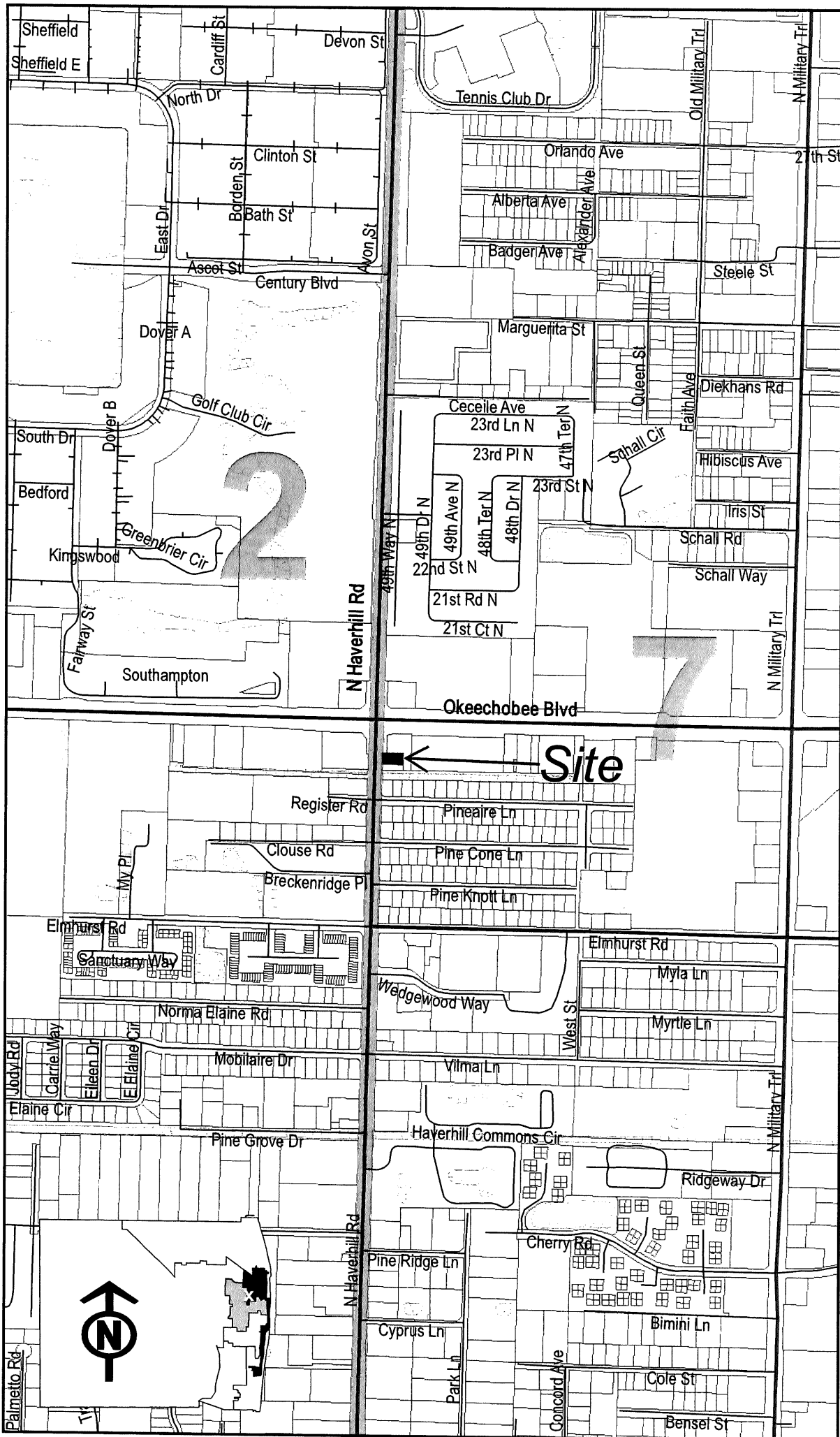
*[Signature]*

Assistant County Administrator

4/3/18

Date





Location Map

Return to:  
Right-of-Way Acquisition Section  
Palm Beach County, Engineering & Public Works Department  
Post Office Box 21229  
West Palm Beach, Florida 33416-1229  
Attn.: Kaye Weichel, Right-of-Way Specialist  
Acct. No.: 1010 W/C BOX 1066

This instrument prepared by:  
Samantha J. Saucier  
Florida Power & Light Company  
700 Universe Boulevard, CRE/JB  
Juno Beach, Florida 33408

Property Control Number: Portion of 00-42-43-25-00-000-3460  
00-42-43-25-00-000-3193  
00-42-43-25-00-000-3192

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE  
\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO. MRT2017-026  
NAME: HAVERHILL RD  
PARCEL NO. TRACT RW1

### SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS

THIS SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), whose mailing address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Utility"), whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420.

#### WITNESSETH

WHEREAS, the Utility presently has an interest in certain lands as legally described and depicted on attached Exhibit "A" ("Lands") that have been determined necessary for future Public Right-of-Way purposes; and

WHEREAS, the proposed use of the Lands for highway purposes will require subordination of the interest claimed in such Lands by the Utility to the County; and

WHEREAS, at the request of the County, the Utility has agreed, subject to the terms and conditions set forth herein, to either (i) leave such facilities on the subordinated Lands until such time as the County requests relocation of such facilities, if at all, or (ii) relocate such facilities from the subordinated Lands to an area acceptable to the Utility, as applicable, and the County is willing to pay for such relocation and, if relocated within Public Right-of-Way, any and all future relocations of said facilities, if necessary, to prevent conflict between the County's use and the Utility's use so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

AGREEMENT

1. The Utility hereby subordinates any and all of its interest in that certain portion of the Utility's easements located upon the Lands, as granted via the below-referenced instrument, to the interest of the County for the purposes of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands:

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<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
EASEMENT	July 26, 1979	BERNARD S. CHAIKIN	FLORIDA POWER & LIGHT	ORB 3112/583
EASEMENT	August 7, 1979	ATLANTIC BANCORPORATION	FLORIDA POWER & LIGHT	ORB 3116/200

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2. "Public Right-of-Way", as used herein, shall mean existing right-of-way and that certain area of land to become future right-of-way also shown on attached Exhibit "A", and which a portion of the Public Right-of-Way includes all or a part of the Utility's above-referenced easement on the Lands (all as depicted on said Exhibit).

3. Should the County require the Utility to alter, adjust, or relocate any of the Utility's facilities presently located on, within, or upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s). In addition, the Utility retains the right to be reimbursed in

the future for any and all additional alterations, adjustments, or relocations of its facilities located presently or to be located on the Lands (or Public Right-of-Way if such facilities were previously relocated from the Lands to the Public Right-of-Way under this Agreement) if such alteration, adjustment, or relocation is caused by present or future uses of the Public Right-of-Way by the County or its assigns, including, but not limited to, the cost of accommodating the Utility within the Public Right-of-Way, or if necessary, acquiring replacement easement(s).

4. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate its facilities on, within, and upon the Lands in accordance with the County's current minimum standards for such facilities as of the date of this Agreement. Any new construction or relocation of such facilities by the Utility on, within, and upon the Lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of such facilities on, within, and upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation required by the County's failure to approve such new construction or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s).

5. The Utility shall have the right to enter upon the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) for the purposes outlined in Paragraph 4 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the Utility's facilities. The County shall provide and allow access to the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) by the Utility.

6. The Utility agrees to repair any damage to the County facilities and to indemnify the County against any loss or damage, in an amount not to exceed One Million Dollars (\$1,000,000), resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated).

7. This Agreement shall not be assigned by County, except to the State of Florida or any other governmental entity that has an interest in the Public Right-of-Way. In the event of any assignment hereunder, County shall provide written notice of such assignment to Utility within thirty (30) days of such assignment.

*(Signatures and Acknowledgements appear on following pages.)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**ATTEST:**

**SHARON R. BOCK**  
CLERK & COMPTROLLER

**County:**

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

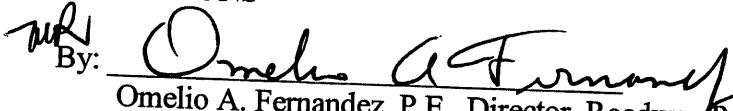
By: \_\_\_\_\_  
Clerk or Deputy Clerk

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By:  \_\_\_\_\_  
Omelio A. Fernandez, P.E., Director, Roadway Production  
Engineering & Public Works Department

Signed, sealed and delivered  
in the presence of:

FLORIDA POWER & LIGHT COMPANY,  
a Florida corporation

By: Michelle M. Kahmann

By: Samantha J. Saucier

Print Name: Michelle M. Kahmann

Samantha J. Saucier  
~~Area Real Estate Manager~~  
Corporate Real Estate Manager

By: Paul Paglino

Print Name: PAUL PAGLINO

STATE OF FLORIDA  
COUNTY OF PALM BEACH

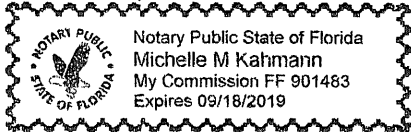
I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Samantha J. Saucier, to me known and personally known to me to be the person described in, and did not take an oath and who executed the foregoing instrument as Area Real Estate Manager of Florida Power & Light Company, a Florida corporation and acknowledged before me that she executed the same as such official in the name and on behalf of said Corporation.  
Corporate Real Estate Manager

WITNESS my hand and official seal in the County and State aforesaid this 12<sup>th</sup> day of Feb., 2018

My Commission Expires:

Notary Signature: Michelle M. Kahmann

Notary Public State of Florida



Printed Name: Michelle M. Kahmann



EXHIBIT "A"

**DESCRIPTION:**

TRACT RW1, WAWA HO 1193, AS RECORDED IN PLAT BOOK . PAGES THROUGH  
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.


LANDS SITUATE IN SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY,  
FLORIDA.  
CONTAINING 2,276 SQUARE FEET/0.0522 ACRES MORE OR LESS.

**NOTES:**


1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE ABSTRACTED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE, FILE NO. 16038398 CAH, EFFECTIVE DATE: NOVEMBER 26, 2016 AT 8:00 A.M.
3. BEARINGS ARE RELATIVE TO A GRID BEARING OF N,89°22'28"W. ALONG THE SOUTH LINE OF WAWA HO 1193, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (90/98 ADJUSTMENT).
4. COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (90/98 ADJUSTMENT) IN U.S. SURVEY- FEET.
5. THE "LAND DESCRIPTION" HEREON IS IN ACCORD WITH THE INSTRUMENT OF RECORD.
6. THE RELATIONSHIP OF ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE IN AGREEMENT WITH THE INSTRUMENT OF RECORD.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 9, 2017. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 F.A.C., ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

 **CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

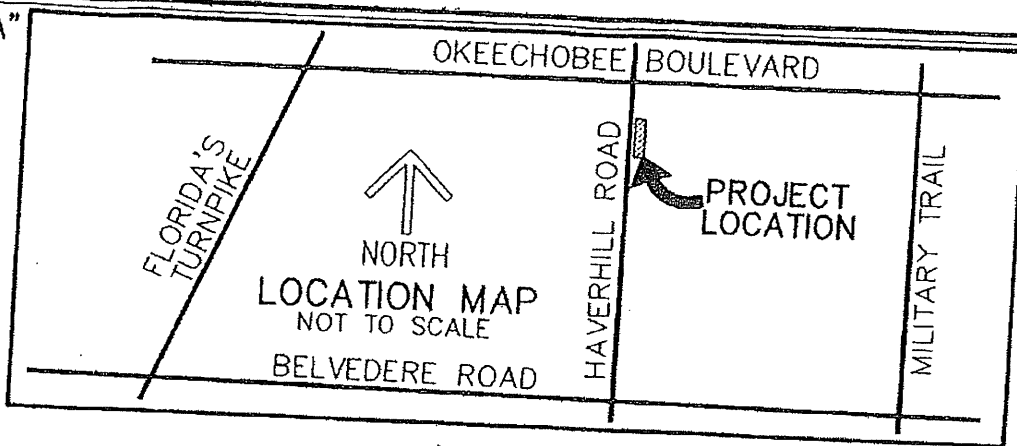
TRACT RW1, WAWA HO 1193  
SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST  
SKETCH OF DESCRIPTION

  
DAVID P. LINDLEY  
REGISTERED LAND  
SURVEYOR NO. 5005  
STATE OF FLORIDA  
L.B. 3591

SHEET 1 OF 3

DATE	11/2/17
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7902RWISKOD

EXHIBIT "A"



**NOTES**  
**COORDINATES, BEARINGS AND DISTANCES**

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 UNLESS OTHERWISE NOTED  
 SCALE FACTOR = 1.0000360  
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
 BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
 NAD 83 1990 ADJUSTMENT, FLORIDA EAST ZONE.

**LEGEND/ABBREVIATIONS**

- E - EASTING WHEN USED WITH COORDINATES
- CSW - CONCRETE SIDEWALK
- CC - CONCRETE CURB
- (D1) - DENOTES O.R.B. 1578, PAGE 562
- (D2) - DENOTES O.R.B. 1590, PAGE 199
- EOP - EDGE OF PAVEMENT
- FPL - FLORIDA POWER AND LIGHT COMPANY
- LB - LICENSED BUSINESS
- L.W.D.D. - LAKE WORTH DRAINAGE DISTRICT
- N - NORTHING WHEN USED WITH COORDINATES
- OHW - OVERHEAD WIRES
- O.R.B. - OFFICIAL RECORD BOOK
- RWL - RIGHT-OF-WAY LINE
- PRM - DENOTES PERMANENT REFERENCE MONUMENT  
 4" x 4" x 24" CONCRETE MONUMENT WITH  
 ALUMINUM DISK STAMPED "C&W PRM LB3591"
- FIRC - DENOTES FOUND 5/8" IRON ROD WITH  
 CAP STAMPED "C&W LB3591"

SHEET 2 OF 3



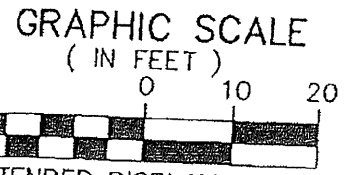
**CAULFIELD & WHEELER, INC.**

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 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
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TRACT RW1, WAWA HO 1193  
 SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST  
 SKETCH OF DESCRIPTION

DATE	11/2/17
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7902RWISKOD

EXHIBIT "A"



INTENDED DISPLAY SCALE  
1 INCH = 20 FEET

N.W. CORNER OF SECTION 25  
TOWNSHIP 43 SOUTH  
RANGE 42 EAST  
N 863635.526  
E 943672.166

W. LINE OF SECTION 25  
E. LINE OF SECTION 26

N.W. CORNER TRACT RW1  
FOUND PRM  
N 863446.12  
E 943708.16

S89°22'28"E  
20.50'

N. LINE OF TRACT RW1  
11.50'

N.E. CORNER TRACT RW1  
FIRC

S89°22'28"E 40.00'

189.01' (GROUND)  
189.02' (GRID)  
111.01' (GROUND)  
111.01' (GRID)

E. RWL  
HAVERHILL ROAD  
(D1) AND (D2)

10' FPL EASEMENT  
(O.R.B. 3112, PAGE 583)

PARCEL A  
WAWA HO 1193  
(PLAT BOOK , PAGE )

HAVERHILL ROAD  
PUBLIC RIGHT-OF-WAY WIDTH VARIES  
(ROAD PLAT BOOK 3, PAGE 231)  
(PLAT BOOK 4, PAGE 21)  
(O.R.B. 1628, PAGE 81)  
(O.R.B. 1578, PAGE 562)  
(O.R.B. 1590, PAGE 199)  
(O.R.B. 3159, PAGE 813)  
(O.R.B. 6027, PAGE 1695)  
(O.R.B. 6652, PAGE 154)

WEST RIGHT-OF-WAY LINE  
(O.R.B. 6027, PAGE 1695)

UNPLATTED

WEST RIGHT-OF-WAY LINE  
(PLAT BOOK 4, PAGE 21)

W. 1/4 CORNER OF SECTION 25  
TOWNSHIP 43 SOUTH  
RANGE 42 EAST  
N 860975.989  
E 943615.781

N01°12'52"E  
N01°12'52"E

50.00'

2360.02' (GROUND)  
2360.11' (GRID)

S.W. CORNER TRACT RW1  
FOUND PRM  
N 863335.13  
E 943705.81

N89°22'28"W  
20.50'

S. LINE OF WAWA HO 1193  
(BEARING BASIS)  
L.W.D.D. L-1 CANAL  
60' RIGHT-OF-WAY  
(O.R.B. 3458, PAGE 1986)

S89°22'28"E  
441.55'

S.E. CORNER WAWA HO 1193  
FOUND PRM  
N 863330.09  
E 944167.85

10' FPL EASEMENT  
(O.R.B. 3116, PAGE 200)

S.E. CORNER TRACT RW1  
FIRC

W. LINE OF TRACT RW1

N01°12'52"E

S01°12'52"W

E. LINE OF TRACT RW1

111.01'

TRACT RW1

111.01'

S89°22'28"E  
20.50'

10.00'

10.00'

40.00'

61.00'

50.00'

90.00'

50.00'

SHEET 3 OF 3



CAULFIELD & WHEELER, INC.  
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7900 GLADES ROAD - SUITE 100  
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PHONE (561)-392-1991 / FAX (561)-750-1452

DATE 11/2/17

DRAWN BY JC

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO.7902RW1SKOD

TRACT RW1, WAWA HO 1193  
SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST  
SKETCH OF DESCRIPTION