

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 5, 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

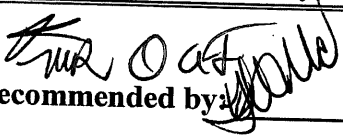
**Motion and Title:** Staff recommends motion to approve: a subordination of utility interests and agreement for reimbursement for additional facility relocations with Florida Power & Light Company (FPL) on a parcel of land located on North Congress Avenue north of Palm Beach Lakes Boulevard.

**SUMMARY:** Approval of the subordination agreement will subordinate FPL's utility easement interest 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 storage facility, the property owners are required to provide the County with 28 feet of additional right-of-way on North Congress Avenue, north of Palm Beach Lakes Boulevard. This right-of-way is encumbered by an FPL utility easement. 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 \$5,280 to the County for those future costs. District 7 (LBH)

**Background and Justification:** The parcel of land to be conveyed is encumbered by a utility easement 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"

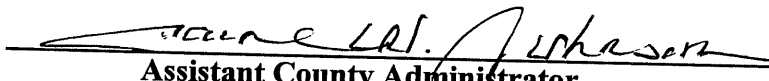
Recommended by: 

Department Director

Date

5/8/18

Approved by:

  
Assistant County Administrator

Date

5/14/18

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$5,280)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	(\$5,280)	-0-	-0-	-0-	-0-
# 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 3500 Dept 360 Unit 4260 Rvsc 6948

Recommended Sources of Funds/Summary of Fiscal Impact:  
Transportation Improvement Fund  
Roadway Production

Approval of the Subordination of Utility Interests may require the expenditure of funds for future relocation of utility facilities. This potential impact is not possible to quantify or state with any certainty that it will occur at the present time. The property owners have provided \$5,280 for future costs.

C. Departmental Fiscal Review: Aliu Kovalainen

III. REVIEW COMMENTS

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

Sean Pous 5/9/18  
OFMB  
AK 5/9/18  
5/11/18  
Contract Dev. and Control  
5/11/18

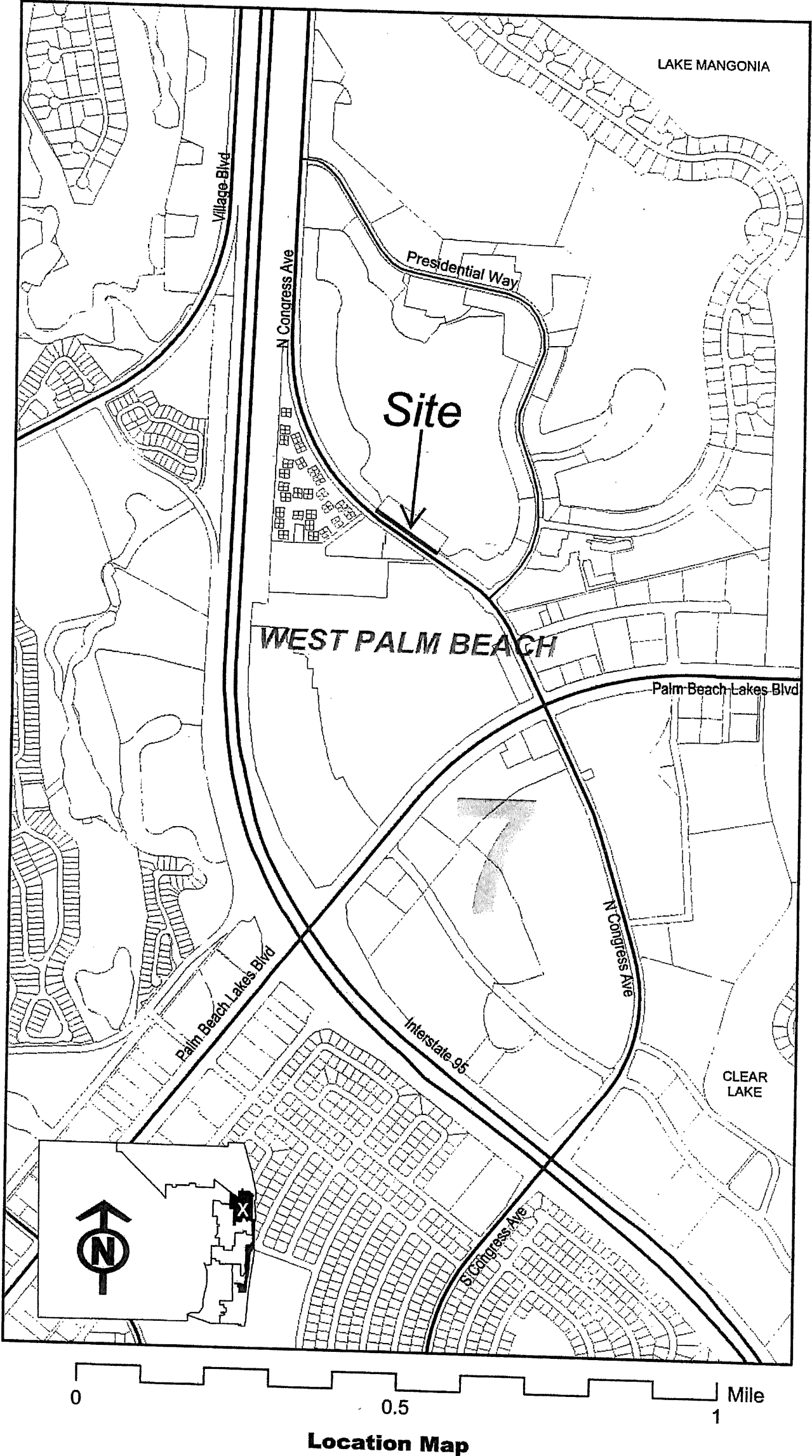
B. Approved as to Form  
and Legal Sufficiency:

Y. Blomgren 5/14/18  
Assistant County Attorney

C. Other Department Review:

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

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



Return to:  
Right-of-Way Section  
Palm Beach County, Engineering & Public Works Department  
Post Office Box 21229  
West Palm Beach, Florida 33416-1229  
Attn.: Richard Graddock, Real Estate Technician  
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

Portion of Property Control Number:            74-43-43-18-18-018-0000

**NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE**

**SPACE ABOVE THIS LINE FOR PROCESSING DATA**

**PROJECT NO. MRT 2017-010**  
**ROAD NAME: Congress Ave**  
**PARCEL NO. Tract RW**

**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 \_\_\_\_\_ 2018, 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 easement 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 OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
Underground Easement	10/18/2017	N. Congress Storage LLC	FPL	OR 29411 pg 1306

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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

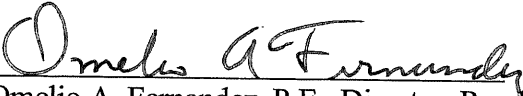
By: \_\_\_\_\_  
Clerk (or Deputy Clerk)

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

Print Name: Michelle M. Kahmann

By: Samantha J. Saucier  
Samantha J. Saucier  
Corporate Real Estate Manager

By: Marta Hull

Print Name: Marta Hull

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.

WITNESS my hand and official seal in the County and State aforesaid this 16th day of April, 2018

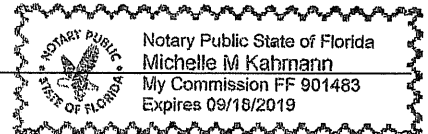
My Commission Expires:

9/18/19

Notary Signature: Michelle M. Kahmann

Notary Public State of Florida

Printed Name: \_\_\_\_\_





## EXHIBIT "A"

### DESCRIPTION:

BEING ALL OF TRACT RW OF THE PLAT OF PRESIDENTIAL STORAGE, AS RECORDED IN PLAT BOOK 122 AT PAGE 56, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA.

SAID LANDS LYING AND BEING IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 17,006 SQUARE FEET / 0.3904 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

### NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE ABSTRACTED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 6310046, EFFECTIVE DATE APRIL 29, 2017 AT 8:00AM., **THERE IS ONLY ONE PLOTTABLE EXCEPTION, ORB 2355, PAGE 1135 AND IT IS SHOWN ON THE SURVEY.**
3. BEARINGS ARE RELATIVE TO TO THE SOUTH LINE OF PLAT OF PRESIDENTIAL STORAGE, AS RECORDED IN PLAT BOOK 122, PAGES 56 AND 57 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF N57°00'00"W.
4. THE COORDINATES SHOWN HEREON ARE STATE PLANE GRID COORDINATES ACCORDING TO THE TRANSVERSE MERCATOR PROJECTION OF THE FLORIDA EAST ZONE, N.A.D. 83, PER THE 1990 ADJUSTMENT, BASED ON THE GEODETIC CONTROL ESTABLISHED AND ACCEPTED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT. THE LINEAR DIMENSIONS SHOWN HEREON ARE GROUND DISTANCES IN U.S. FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED
5. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

### 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 JUNE 13, 2017. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.

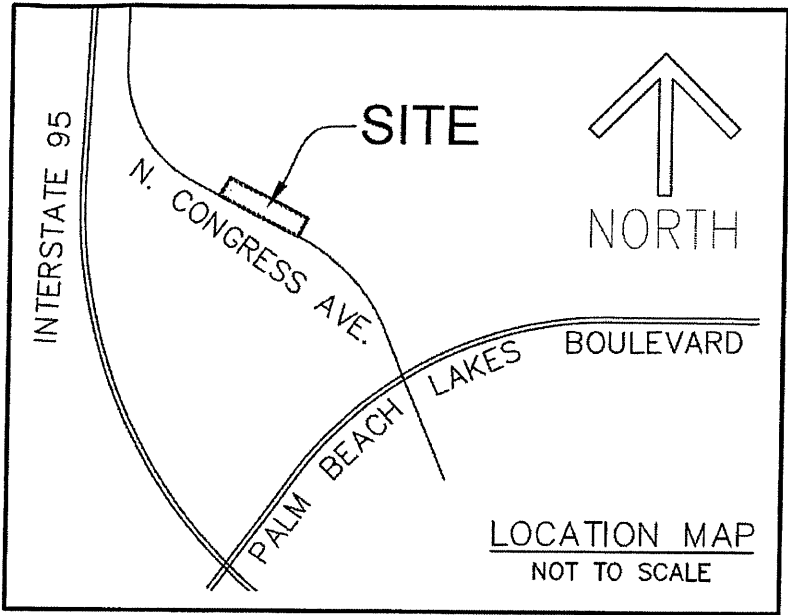
CIVIL ENGINEERING — LAND SURVEYING  
7900 GLADES ROAD — SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

PRESIDENTIAL STORAGE  
TRACT RW  
SKETCH OF DESCRIPTION



DAVID P. LINDLEY  
REGISTERED LAND  
SURVEYOR NO. 5005  
STATE OF FLORIDA  
LB# 3591

DATE	06/13/17
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7393-RW4



**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 = 1.0000432  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS ARE RELATIVE TO PLAT OF PRESIDENTIAL STORAGE, AS  
RECORDED IN PLAT BOOK 122, PAGES 56 AND 57 OF THE PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA.

N57°00'00"W(PLAT BEARING)

N55°53'01"W (GRID BEARING)  
SOUTH LINE OF THIS PLAT

01°06'59" = BEARING ROTATION  
(PLAT TO GRID)  
CLOCKWISE

**LEGEND ABBREVIATIONS**

☉	CENTERLINE	ORB	OFFICIAL RECORDS BOOK
Δ	DELTA (CENTRAL ANGLE)	PB	PLAT BOOK
E	EASTING	PG(S)	PAGE (S)
L	LENGTH	R/W	RIGHT-OF WAY
LB	LICENSED BUSINESS	R	RADIUS
N	NORTHING	U.E.	UTILITY EASEMENT

(P) DENOTES PLAT OF PRESIDENTIAL STORAGE, AS RECORDED IN PLAT  
BOOK 122, PAGES 56 AND 57 OF THE PUBLIC RECORDS OF PALM  
BEACH COUNTY, FLORIDA.

SHEET 2 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING – LAND SURVEYING  
7900 GLADES ROAD – SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)–392–1991 / FAX (561)–750–1452

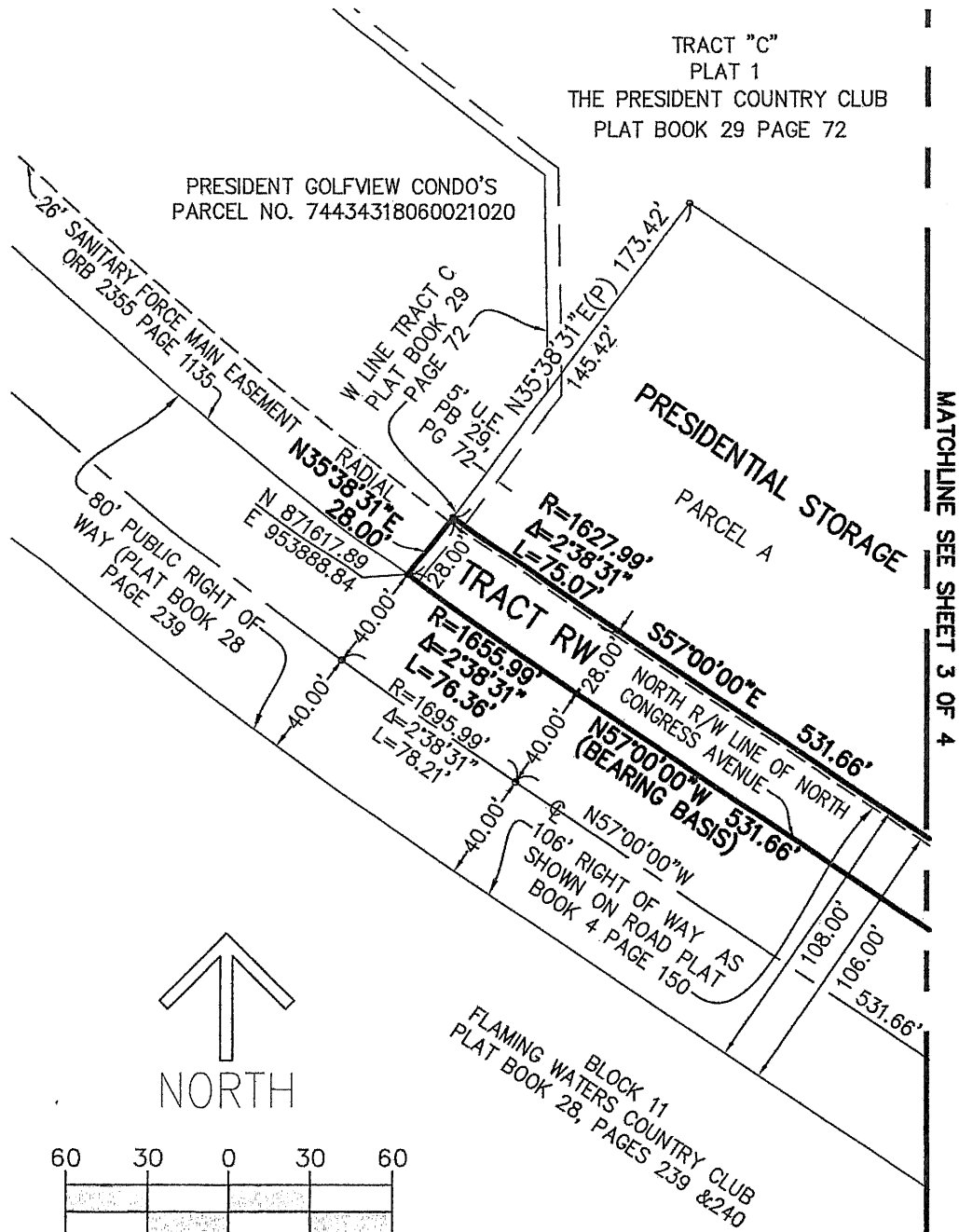
PRESIDENTIAL STORAGE  
TRACT RW  
SKETCH OF DESCRIPTION

DATE	06/13/17
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7393–RW4

DATE	06/13/17
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7393-RW4

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

<p>PRESIDENTIAL STORAGE TRACT RW SKETCH OF DESCRIPTION</p>
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MATCHLINE SEE SHEET 3 OF 4

SHEET 4 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING  
7900 GLADES ROAD - SUITE 100  
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