

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: December 18, 2018	<input checked="" type="checkbox"/> [X] Consent	<input type="checkbox"/> [] Regular
Department:	<input type="checkbox"/> [] Workshop	<input type="checkbox"/> [] Public Hearing

Submitted By: Department of Airports

Submitted For:

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I. EXECUTIVE BRIEF




Motion and Title: Staff recommends motion to approve: Easement Agreement with Comcast Cable Communications Management, LLC (Comcast) for service to 3800 Perimeter Road in West Palm Beach at the Palm Beach International Airport (PBIA).

Summary: The Easement Agreement will allow Comcast to install underground coax cable and fiber-optic cabling to Atlantic Aviation – West Palm Beach, LLC (Atlantic), a tenant at PBIA located at 3800 Perimeter Road. Countywide (HJF)

Background and Justification: The Easement Agreement is necessary for Comcast to provide service to Atlantic and their subtenants.

- Attachments:**
- 1. Easement Agreement for 3800 Perimeter Road (2)

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	Recommended By: 	11/15/18
	Department Director	Date
Approved By:		11/30/18
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
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)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit _____ RSource _____
Reporting Category _____

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

No fiscal impact.

C. Departmental Fiscal Review: Chris Sumner

III. REVIEW COMMENTS

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

Lisa Pae 11/28/18
AGD OFMB 11/27

John J. Gaudin 11/29/18
Contract Dev. and Control 11/29/18 TW

B. Legal Sufficiency:

AFJ 11/30/18
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Prepared by & Return to:

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

PCN: a portion of 00-42-43-36-00-000-1080

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 **Comcast Cable Communications Management, LLC**, a Delaware limited liability company, on behalf of its affiliates, (together, "Grantee").

W I T N E S S E T H:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the "Easement") for the construction, operation and maintenance of underground communications services for the purpose of providing communication services to facilities located on the Palm Beach International Airport, including, without limitation, underground coax cable and fiber-optic cabling and lines, underground conduit, and junction boxes (the "Facilities") to be installed as necessary from time to time; with the right to reconstruct, improve, maintain, inspect, add to, enlarge, change the voltage, as well as the size of and remove such Facilities or any of them within an easement upon, over and across the following described real property situated, lying and being in the County of Palm Beach, State of Florida to wit:

See legal description/site sketch marked Exhibit "A"

attached hereto and made a part hereof

(the "Easement Premises")

Together with the right to permit any other person, firm or corporation to lay cable, fiber, conduit and appurtenant equipment within the Easement Premises and to operate the same for Grantee's communication purposes. Together with the right of reasonable ingress and egress to said Easement Premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises, and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Premises which might interfere with or fall upon the Facilities installed within the Easement Premises.

THE CONDITION OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Premises and Grantees' rights under this Easement shall be strictly limited to the Facilities as described.

2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed or ceases to provide communication services to facilities located on the Palm Beach International Airport, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor. Further, Grantee shall not assign or transfer an interest in this Easement, or any part thereof, without the prior written consent of the Grantor, which consent may be granted or withheld at the Grantor's sole and absolute discretion for any reason or no reason at all, except the Grantee may, without consent of Grantor, assign this Easement to, (i) any parent, affiliate, or subsidiary of the Grantee legal entity which holds the cable television franchise agreement for the municipality in which the Property is located (the "Grantee System Entity"), or the Grantee System Entity itself; or (ii) any entity which succeeds to all or substantially all of the Grantee System Entity's assets or ownership interests, or the cable system operated by the Grantee System Entity which serves the municipality in which the Easement is located, whether by merger, sale or otherwise, provided that such successor also succeeds to the cable television franchise agreement held by the Grantee System Entity for the municipality in which the Easement is located.

Any attempted assignment or transfer without the Grantor's approval shall be null and void.

3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Facilities within the Easement Premises at all times during the term hereof. Grantee shall provide Grantor's Department of Airports with notice (such notice may be telephonic) of any maintenance or repair activities within the Easement Premises.

4. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

5. Upon one hundred twenty days prior written notice to Grantee, Grantee acknowledges and agrees that Grantor may require the removal and/or relocation of the Facilities installed within the Easement Premises to another location within Grantor's property at Grantee's expense. Grantor and Grantee shall mutually identify and establish an area for the relocated Easement Premises.

6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of any necessary outdoor junction boxes within the Easement Premises to a height so as to comply with all applicable laws. Grantee further agrees for itself, its successors and assigns to prevent any use of the Easement Premises which would interfere with the landing at or taking off from the Palm Beach International Airport; interfere with air navigation and/or communication facilities serving the Palm Beach International Airport; or otherwise

would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach International Airport and hereby releases Grantor from any and all liability for the same.

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

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

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

If to Grantee: Comcast Cable Communications Management, LLC
789 International Parkway
Sunrise, FL 33325
Attn.: Business Services

With a copy to: Comcast Cable Communications, LLC
One Comcast Center
1701 JFK Blvd.
Philadelphia, PA 19103
Attn.: General Counsel

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

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

SHARON R. BOCK

By: _____
Clerk and Comptroller

By: _____
, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

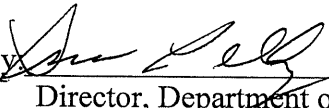
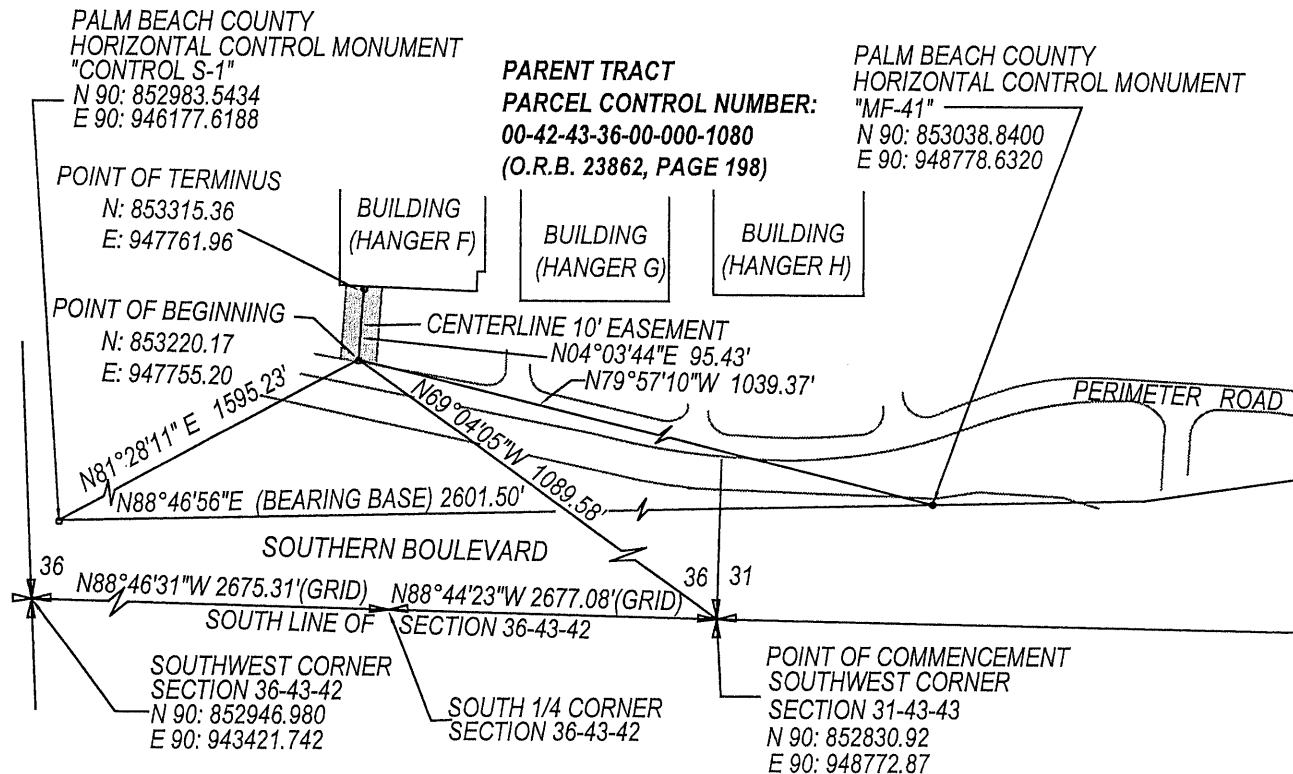
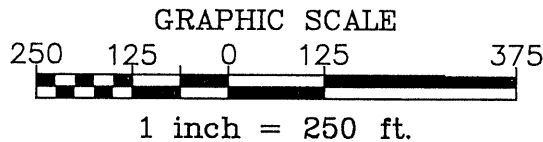
By:  _____
Director, Department of Airports

Exhibit “A”

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

EXHIBIT "A"

SKETCH AND LEGAL DESCRIPTION THIS IS NOT A SURVEY



DESCRIPTION :

BEING A STRIP OF LAND TEN (10) FEET IN WIDTH FOR UTILITY PURPOSES WITHIN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID EASEMENT LYING FIVE (5) FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 43 EAST; THENCE PROCEED N69°04'05"W A DISTANCE OF 1089.58 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID TEN (10) FEET WIDE EASEMENT; THENCE PROCEED ALONG SAID CENTERLINE N04°03'44"E A DISTANCE OF 95.43 FEET TO THE SOUTH FACE OF HANGER 'F' (FACE OF WALL) AND THE TERMINUS POINT OF SAID CENTERLINE.

SURVEYORS' NOTES:

1. THIS SKETCH OF DESCRIPTION MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES.

2. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 6788.

3. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE SURVEYOR AND MAPPER NAMED HEREON.

4. THIS SKETCH AND LEGAL HAVE BEEN PREPARED WITHOUT A REVIEW OF THE TITLE POLICY OR OWNERSHIP AND ENCUMBRANCE REPORT; AND IT IS POSSIBLE THAT THERE ARE EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, IN PARTICULAR OTHER EASEMENTS OF RECORD THAT MAY BE IN CONFLICT WITH GRANTING OF THIS EASEMENT.

ALL DISTANCES SHOWN HEREON ARE GRID UNLESS NOTED OTHERWISE.

COORDINATES SHOWN HEREON ARE GRID

DATUM= NAD 83, 1990 ADJUSTMENT ("N 90:" "E 90:")

ZONE= FLORIDA EAST

LINEAR UNITS= U.S. SURVEY FOOT

COORDINATE SYSTEM= 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION.

PROJECT SCALE FACTOR=1.000046751

GRID DISTANCE / SCALE FACTOR= GROUND DISTANCE

DATE: 09-21-18



PM SURVEYING

4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764
FAX 561-478-1094

Please visit us on the web @ www.pmsurveying.net
JOB # S18090698

REVISED 10/12/18 COUNTY COMMENTS