

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# 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 Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no immediate fiscal impact.
Approval of this inter local agreement may require the expenditure of funds for future relocation of utility facilities, which the City agrees to reimburse the County up to \$78,000. This potential impact is not possible to quantify or state with any certainty that it will occur at the present time.

C. Departmental Fiscal Review: . Alicia Kovalainen

III. REVIEW COMMENTS

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

[Signature] 12/21/18
OFMB
9/12/20
Jan 12/20

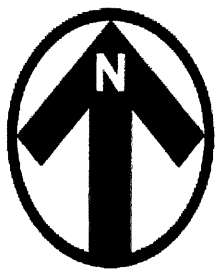
[Signature] 12/26/18
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

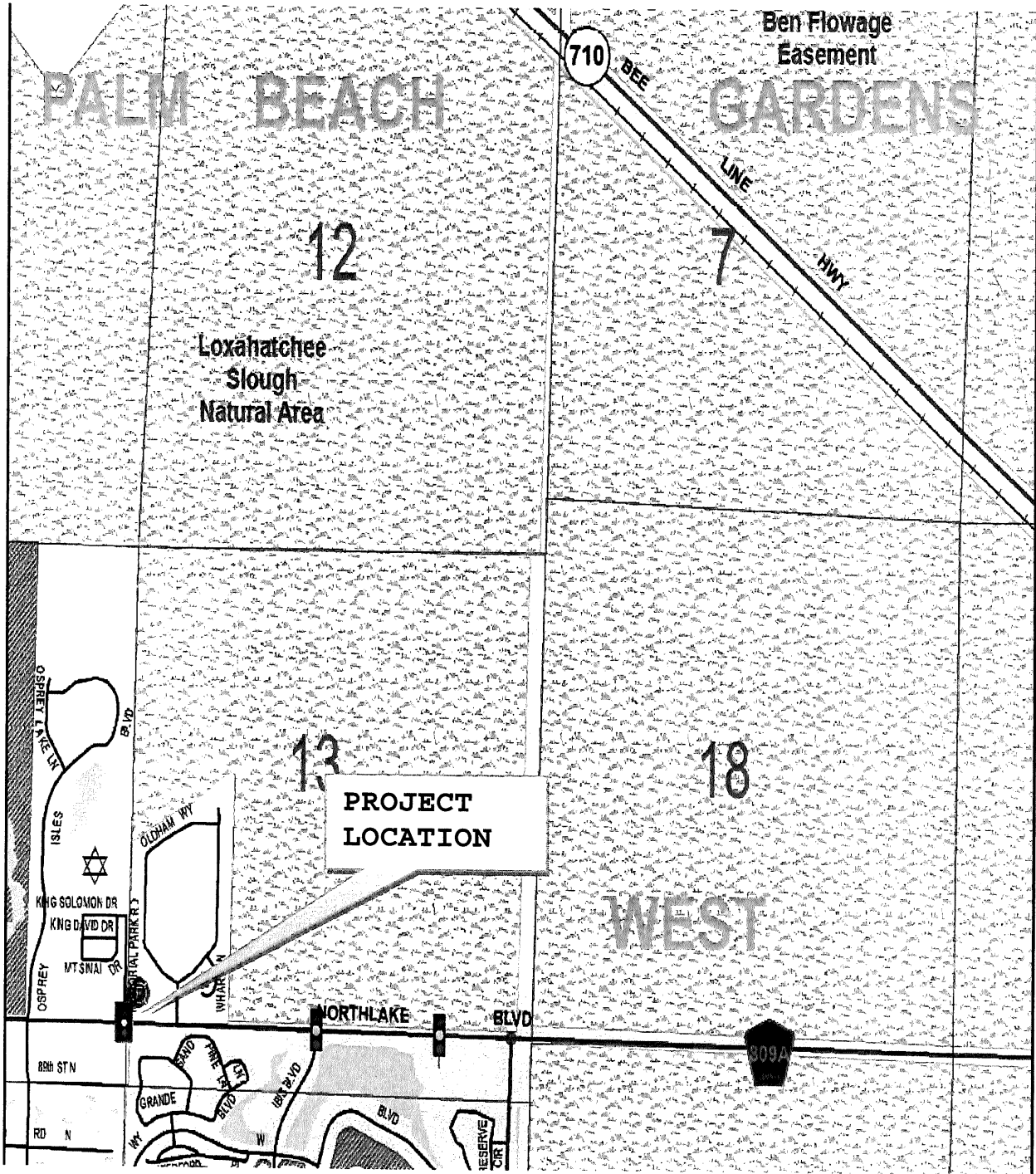
[Signature] 12/28/18
Assistant County Attorney

C. Other Department Review:

Department Director



PROJECT LOCATION



10965 Northlake Blvd. and Fire station No. 8 Site

LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA AND
THE CITY OF WEST PALM BEACH FOR PAYMENT FOR UTILITY RELOCATION**

Contract No. 20251

City Resolution No. 285-18

PCN No. 52414213050030000

This Interlocal Agreement is made by and between the **CITY OF WEST PALM BEACH**, a municipal corporation existing under the laws of Florida (the “City”) and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

RECITALS

The following recitals are a substantive part of this Agreement and are incorporated by reference, as though set forth fully herein:

WHEREAS, Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority, which such agencies share in common and which each might exercise separately; and

WHEREAS, the City owns and is in the process of developing the Fire Station No. 8 site, located at 10965 Northlake Blvd., West Palm Beach, FL (the “Property”); and

WHEREAS, as part of the development of the Property, the City is required to dedicate to the County, the right of way for future Northlake Boulevard widening (“ROW”), as shown in **Exhibit A**, attached and incorporated herein, which is to be free and clear of all encumbrances; and

WHEREAS, the ROW is encumbered by an existing utility easement (the “Existing Easement”) as shown in **Exhibit B**, attached and incorporated herein; and

WHEREAS, as part of the development of the Property and to clear the encumbrances, as required, the City has applied to Palm Beach Gardens for abandonment of the “Existing Easement”; and

WHEREAS, AT&T Corp. (AT&T) has underground fiber optic utility lines located in the Existing Easement (the “Fiber Lines”); and

WHEREAS, AT&T has consented to the abandonment of the “Existing Easement,” provided that in the event, the County requires AT&T to relocate the Fiber Lines, AT&T will be compensated for the relocation; and

WHEREAS, the City and the County desire to set forth their respective obligations regarding payment for the relocation of the Fiber Lines, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, County and City agree as follows:

1. **Fiber Line Relocation.** On or before June 30, 2038 the County may require AT&T, its successors or assigns ("Utility") to relocate the Fiber Lines from or within the ROW.

2. **City Payment Obligation.**

- a. In the event the County requires the Utility to relocate the Fiber Lines, the City agrees to pay the County, as provided below, to compensate the Utility for the Fiber Lines relocation.
- b. In the event the County requires the Utility to relocate the Fiber Lines, the County shall obtain from the Utility, an estimate of its total relocation costs, which shall include, but not be limited to, design, engineering, relocation and surveying ("Relocation Estimate").
- c. AT&T currently estimates the cost of relocating the Fiber Lines to be Seventy-Eight Thousand Dollars (\$78,000.00). A copy of AT&T's Relocation Estimate is attached to this Agreement as **Exhibit C**. Within thirty (30) days of the County's submission of the Relocation Estimate and of a request for payment, the City shall pay the full amount of the Estimate to the County, not to exceed the sum of \$78,000.00,
- d. If the County does not require the Fiber Lines to be relocated on or before June 30, 2038 then the City will have no obligation to pay the County for any relocation costs associated with the Fiber Lines.

3. **County Obligation**

- a. The County shall submit the Relocation Estimate to the City at the time of request for payment for relocation of the Fiber Lines.
- b. County agrees to accept the dedicated ROW from the City, free and clear of all encumbrances, upon execution of this Agreement by both parties.
- c. County agrees to continue to process the necessary right of way permit needed for construction of the Property.

4. **General Provisions.**

4.1 **Authority.** The City and County hereby represent and warrant that they have the full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

4.2 **Notice.** All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the following:

To City	City of West Palm Beach Attn: City Administrator 401 Clematis St. West Palm Beach, FL 33401
With a copy to:	City of West Palm Beach Attn: City Attorney 401 Clematis St. 5 th Floor West Palm Beach, FL 33401
To County:	Engineering and Public Works Department Tanya N. McConnell, P.E. Deputy County Engineer P.O. Box 21229 West Palm Beach, FL 33416-1229
With copy to:	Palm Beach County Attorney's Office Yelizaveta B. Herman, Assistant County Attorney 301 N. Olive Ave, Suite 601 West Palm Beach, FL, 33401

4.3 **Force Majeure.** Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by the County to City in writing within ten (10) business days after the start of the occurrence of such delay, and the County shall use best efforts to perform its obligations during such period of delay, and notify City of its abatement or cessation; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

4.4 **Public Records Law.** The parties shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

4.5 **Governing Law.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and County submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. County agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

4.6 **Assignment.** Neither party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

4.7 **Severability.** In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

4.8 **Waiver.** Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

4.9 **Headings.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

4.10 **No Third Party Rights.** The Parties intend that no rights or remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

4.11 **Access and Audits.** The County shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed City and County contracts, transactions, accounts and records, to require the production

of records, and to audit, investigate, monitor, and inspect the activities of the City and County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

4.12 **Nondiscrimination.** The parties represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.

4.13 **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

4.14 **Entire Agreement; Amendment.** This Agreement, including the Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the City and the County.

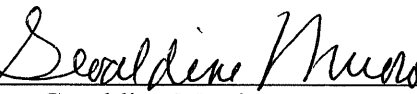
(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year indicated below.

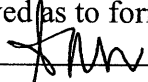
ATTEST:

CITY OF WEST PALM BEACH

By: 
City Clerk

By: 
Geraldine Muoio, Mayor

Date: 9/25, 2018

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: 

WITNESS

Signature

Name (type or Print)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**PALM BEACH COUNTY, FLORIDA,
BY
ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
~~Melissa McKinlay~~, Mayor

**APPROVED AS TO TERMS
AND CONDITIONS**

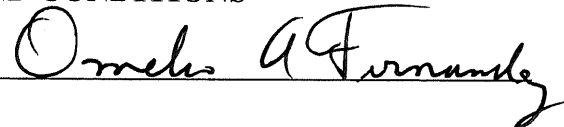
By: 

EXHIBIT A
LEGAL AND SKETCH OF ROW DEDICATED TO COUNTY

EXHIBIT "A"

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

7/27/17

David A. Bower

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

DESCRIPTION:

A VARIABLE WIDTH STRIP OF LAND LYING WITHIN A PORTION OF TRACT "C", CARLETON OAKS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGE 145 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "C"; THENCE SOUTH 88°43'31" EAST (AS A BASIS OF BEARINGS) ALONG THE SOUTH LINE OF SAID TRACT "C", A DISTANCE OF 355.43 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "C"; THENCE NORTH 01°16'29" EAST ALONG THE EAST LINE OF SAID TRACT "C", A DISTANCE OF 25.00 FEET TO A POINT BEING ON A LINE LYING 25.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID TRACT "C"; THENCE NORTH 88°43'31" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.25 FEET; THENCE NORTH 43°37'24" WEST DEPARTING SAID PARALLEL LINE, A DISTANCE OF 35.42 FEET TO A POINT BEING ON THE WEST LINE OF SAID TRACT "C"; THENCE SOUTH 01°28'43" WEST ALONG SAID WEST LINE, A DISTANCE OF 50.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 13, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 9,199 SQUARE FEET MORE OR LESS.

3	07/27/17	REVISED PER PBC COMMENT	DAB
2	05/18/17	REVISED PER PBC COMMENT	DAB
1	05/08/17	REVISED PER PBC COMMENT	DAB
NO.	DATE	REVISIONS	BY

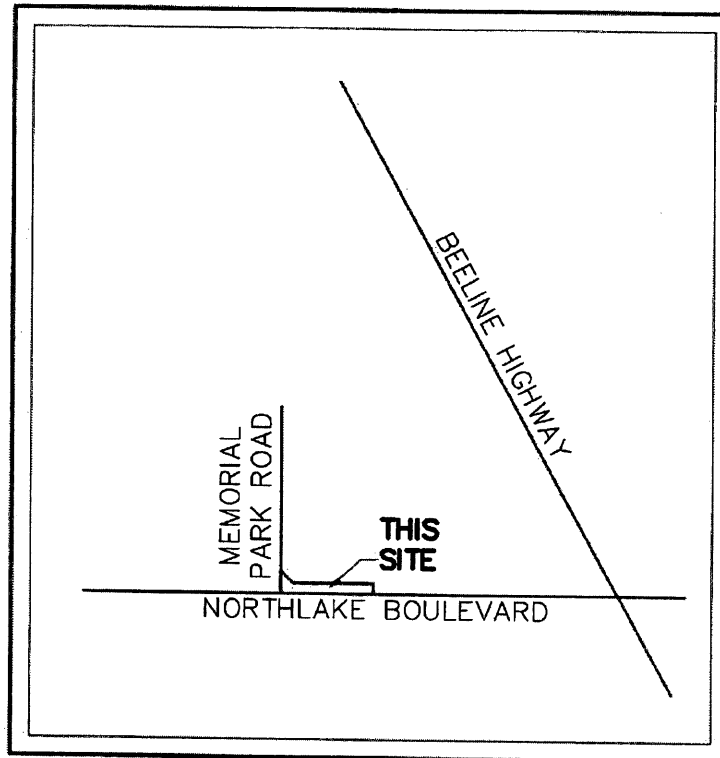
Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 03/25/17
CHK: AV	JOB# 13-119 RW	SHEET: 1 OF 5

EXHIBIT "A"



LOCATION MAP
NOT TO SCALE

LEGEND:

B.E. = BUFFER EASEMENT	P.O.B. = POINT OF BEGINNING
(C) = CALCULATED	P.R.M. = PERMANENT REFERENCE MONUMENT
L.A.E. = LIMITED ACCESS EASEMENT	U.E. = UTILITY EASEMENT
LB = LICENSED BUSINESS	W.S.E. = WATER AND SEWER EASEMENT
O.R.B. = OFFICIAL RECORDS BOOK	± = MORE OR LESS
P.B. = PLAT BOOK	(P) = PER THE PLAT OF CARLETON OAKS (P.B. 92, PG. 145, P.B.C.R.)
P.B.C.R. = PALM BEACH COUNTY RECORDS	
PCN = PARCEL CONTROL NUMBER	
PG. = PAGE	

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 03/25/17
CHK: AV	JOB# 13-119 RW	SHEET: 2 OF 5

SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE BASED UPON THE SOUTH LINE OF TRACT "C" OF THE PLAT OF CARLETON OAKS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGE 145 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A BEARING OF SOUTH 88°43'31" EAST (NAD 83/90).
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.
6. ALL OF THOSE CERTAIN SURVEY RELATED ITEMS (SCHEDULE B, SECTION II, ITEMS 6, 7, 8, 9, 10, 11, 12 AND 13), MENTIONED IN THE COMMITMENT FOR TITLE INSURANCE ISSUED BY: COMMONWEALTH LAND TITLE INSURANCE COMPANY, PREPARED BY: ST, LUCIE TITLE SERVICES, INC. D/B/A TITLE SEARCHES OF THE PALM BEACHES, ORDER NO. 5960197, CUSTOMER REFERENCE: 1192W, EFFECTIVE DATE: JULY 28, 2016 AT 8:00 AM, HAVE BEEN SHOWN HEREON GRAPHICALLY (OR BY NOTE).

SCHEDULE B, SECTION II EXCEPTIONS:

- ITEM 6. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF CARLETON OAKS, RECORDED IN PLAT BOOK 92, PAGE 145, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (NOTES SHOWN ON THE RECORDED PLAT OF CARLETON OAKS AFFECT THE SUBJECT PROPERTY WHICH ARE GRAPHICALLY UNPLOTTABLE, EASEMENTS AS DEPICTED ON SAID PLAT HAVE BEEN GRAPHICALLY DEPICTED HEREON)
- ITEM 7. AFFIDAVIT OF EXEMPTION CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 2462, PAGE 893.
(AFFECTS THE SUBJECT PROPERTY, GRAPHICALLY UNPLOTTABLE)
- ITEM 8. WATER AND SEWER SERVICE AGREEMENT CONTAINED IN THE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 12232, PAGE 444. (AFFECTS THE SUBJECT PROPERTY, GRAPHICALLY UNPLOTTABLE)
- ITEM 9. INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 19366, PAGE 1232.
(AFFECTS THE SUBJECT PROPERTY, GRAPHICALLY UNPLOTTABLE)

SURVEYOR'S NOTES CONTINUED ON SHEET 4

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA

DRAWN: DB	SCALE: 1"=80'	DATE: 03/25/17
CHK: AV	JOB# 13-119 RW	SHEET: 3 OF 5

SURVEYOR'S NOTES CONTINUED:

SCHEDULE B, SECTION II EXCEPTIONS CONTINUED:

- ITEM 10. RESERVATIONS FOR PHOSPHATE, MINERALS, METALS AND PETROLEUM, TOGETHER WITH RESTRICTIONS AND REVERSIONARY PROVISIONS AS SET FORTH IN COUNTY DEED RECORDED IN OFFICIAL RECORDS BOOK 20606, PAGE 49. (AFFECTS THE SUBJECT PROPERTY, GRAPHICALLY UNPLOTTABLE)
- ITEM 11. EASEMENT IN FAVOR OF SEACOAST UTILITY AUTHORITY IN EASEMENT DEED RECORDED IN OFFICIAL RECORDS BOOK 22777, PAGE 655. (AFFECTS THE SUBJECT PROPERTY AS GRAPHICALLY DEPICTED HEREON)
- ITEM 12. NOTICE OF LIEN RIGHTS IN FAVOR OF SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 22953, PAGE 1631. (AFFECTS THE SUBJECT PROPERTY, GRAPHICALLY UNPLOTTABLE)
- ITEM 13. NOTICE OF INTEREST BY SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 26779, PAGE 403. (AFFECTS THE SUBJECT PROPERTY, GRAPHICALLY UNPLOTTABLE)

NOTE: THE ABOVE RECORDING INFORMATION IS REFERENCED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND (EXCEPT AS NOTED)
PROJECT SCALE FACTOR = 1.0000171
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

S88°43'31"E (PLAT) = 00°00'00"
S88°43'31"E (GRID) = BEARING ROTATION
SOUTH LINE OF TRACT "C"
CARLETON OAKS
(P.B. 92, PG. 145, P.B.C.R.)
(BASIS OF BEARINGS)

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DRAWN: DB	SCALE: 1"=80'	DATE: 03/25/17
CHK: AV	JOB# 13-119 RW	SHEET: 4 OF 5

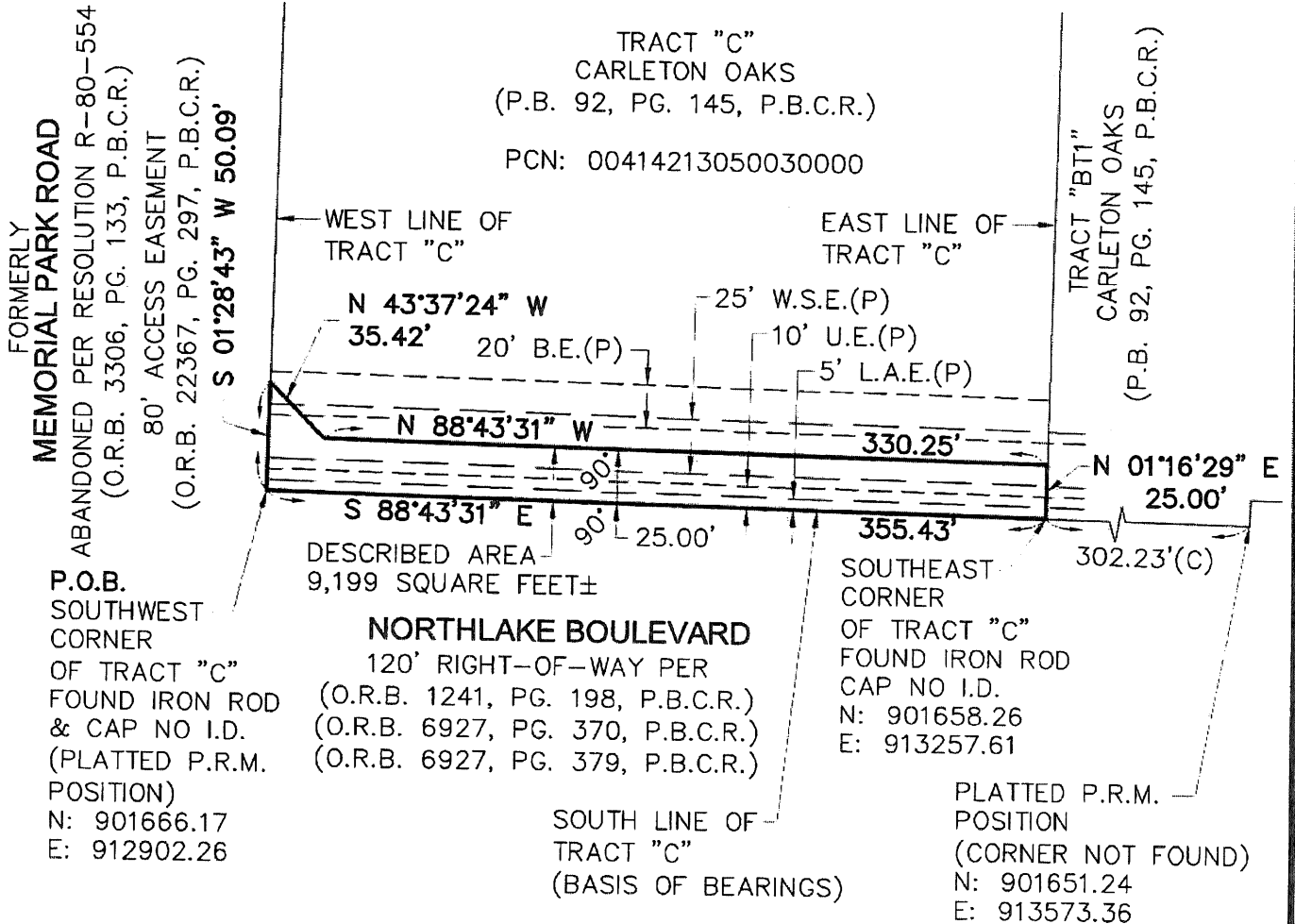
EXHIBIT "A"

80' 40' 0 80'



GRAPHIC SCALE IN FEET

SCALE: 1" = 80'



Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DRAWN: DB	SCALE: 1"=80'	DATE: 03/25/17
CHK: AV	JOB# 13-119 RW	SHEET: 5 OF 5

EXHIBIT B

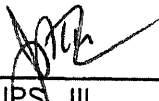
DESCRIPTION OF EXISTING EASEMENT / AT&T FIBER LINES

THE 10' UTILITY EASEMENT LYING ALONG THE SOUTH LINE OF TRACT "C"
OF THE PLAT OF CARLETON OAKS, RECORDED IN PLAT BOOK 92, PAGE 145,
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE
S.W. QUARTER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 41 EAST,
PALM BEACH COUNTY, FLORIDA.


CONTAINING 3,554 SQUARE FEET, MORE OR LESS.

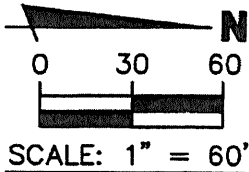
BEARINGS ARE BASED ON N88°43'31"W (PLAT) ALONG THE SOUTH
LINE OF TRACT "C", CARLETON OAKS, PLAT BOOK 92, PAGE 145..

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT
ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE
ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR
AND MAPPER NOTED HEREON.



JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 5/9/18

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 1860 OLD OKEECHOBEE ROAD., SUITE 509, WEST PALM BEACH, FLORIDA 33409 TELEPHONE (561)-615-3988, 615-3991 FAX E-Mail: info@brown-phillips.com	UTILITY EASEMENT ABANDONMENT TRACT "C" - CARLETON OAKS (THIS IS NOT A SURVEY)	
	DRAWN: MDB	PROJ. No. 17-089
	CHECKED: JEP	SCALE: NONE
	LEGAL DESCRIPTION	DATE: 5/8/18 SHEET 1 OF 2



MEMORIAL PARK ROAD
SHALOM MEMORIAL PARK
P.B.31 PG.194

WEST LINE OF TRACT "C"
N01°28'43"E

TRACT "C"
CARLETON OAKS
P.B.92 PG.145

ABBREVIATIONS:

P.B. - PLAT BOOK

PG. - PAGE

CL - CENTERLINE

U.E. - UTILITY EASEMENT

AUTHORITY EASEMENT

L.A.E. - LIMITED ACCESS EASEMENT

W.S.E. - WATER AND SEWER EASEMENT

B.E. - BUFFER EASEMENT

EAST LINE OF TRACT "C"

S01°16'29"W

TRACT "BT1"
CARLETON OAKS
(P.B.92 PG.145)

TRACT "L1"

TRACT "BT1"

TRACT "OS1"

NORTHLAKE BOULEVARD

TO BE ABANDONED
(P.B.92 PG.145)

10' U.E.
355.43'
N88°43'31"W

5' L.A.E.
(P.B.92 PG.145)

25' W.S.E. (P.B.92 PG.145)

20' B.E. (P.B.92 PG.145)



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

E-Mail: info@brown-phillips.com

UTILITY EASEMENT ABANDONMENT
TRACT "C" - CARLETON OAKS
(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB

PROJ. No. 17-089

CHECKED: JEP

SCALE: 1" = 60'

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 5/8/18

SHEET 2 OF 2

EXHIBIT C
AT&T RELOCATION ESTIMATE



{In Archive} RE: W.P.B. Fire Station No.8

BEDWARD, GARTH A

to:

KCVolbrecht@wpb.org

03/07/2018 09:24 AM

Cc:

Greg Bolen, "HERRON, PAUL E", "VNoel@wpb.org"

Hide Details

From: "BEDWARD, GARTH A" <gb7410@att.com>

To: "KCVolbrecht@wpb.org" <KCVolbrecht@wpb.org>

Cc: Greg Bolen <bolen@simmonsandwhite.com>, "HERRON, PAUL E" <ph3103@att.com>, "VNoel@wpb.org" <VNoel@wpb.org>

History: This message has been forwarded.

Archive: This message is being viewed in an archive.

Kevin,

My preliminary estimate for the relocation for the abandonment is approximately \$78,000. This should cover the future cost to relocate. However, this estimate is subject to change based on the design criteria of the roadway relocation.

To proceed with the abandonment, AT&T needs the county to acknowledge the easement and right of future reimbursement to be paid by the county on their letterhead.

The procedure used by FDOT is to request a subordination of easement rights with reimbursement, instead of the abandonment.

Cordially,

Garth Bedward, MBA

Manager OSP PIng & Eng Design

Southeast Construction & Engineering, Florida Engineering

AT&T

120 North K St, Room 3D-05, Lake Worth, FL 33460

561.540.9263 | gb7410@att.com

MOBILIZING YOUR WORLD

From: KCVolbrecht@wpb.org [<mailto:KCVolbrecht@wpb.org>]

Sent: Wednesday, March 07, 2018 8:51 AM

To: BEDWARD, GARTH A <gb7410@att.com>

Cc: Greg Bolen <bolen@simmonsandwhite.com>; HERRON, PAUL E <ph3103@att.com>; VNoel@wpb.org

Subject: Re: W.P.B. Fire Station No.8

Garth,

when do you think you can provide us with a preliminary estimate.

Do you need any documentation that The City will pay for this in advance of the estimate?

We will certainly provide something to you but I think that having the estimate and referring to it in the provided documentation would be more practical

Please let me know so I can move forward with that as well as what I need to provide to the County showing that The City of WPB will comit to paying for any eventual move of AT&T facilities at this location.

Thank you
Kevin Volbrecht

Kevin Volbrecht, P.E.
Director of Engineering Services Department
City of West Palm Beach , Florida
401 Clematis St -4th Floor
West Palm Beach, FL 33401
(561) 494 1091 office
kcvolbrecht@wpb.org

From: Kevin C Volbrecht/WESTPALM
To: "BEDWARD, GARTH A" <gb7410@att.com>
Cc: "Greg Bolen" <bolen@simmonsandwhite.com>, "HERRON, PAUL E" <ph3103@att.com>, "VNoel@wpb.org" <VNoel@wpb.org>
Date: 03/01/2018 03:39 PM
Subject: Re: W.P.B. Fire Station No.8

Thank you Mr. Bedward.
We will provide the necessary documentation to AT&T
Kevin Volbrecht

Kevin Volbrecht, P.E.
Director of Engineering Services Department
City of West Palm Beach , Florida
401 Clematis St -4th Floor
West Palm Beach, FL 33401
(561) 494 1091 office
kcvolbrecht@wpb.org

From: "BEDWARD, GARTH A" <gb7410@att.com>
To: "KCVolbrecht@wpb.org" <KCVolbrecht@wpb.org>
Cc: "HERRON, PAUL E" <ph3103@att.com>, "VNoel@wpb.org" <VNoel@wpb.org>, "Greg Bolen" <bolen@simmonsandwhite.com>
Date: 03/01/2018 03:31 PM
Subject: Re: W.P.B. Fire Station No.8

Kevin,

We will provide a preliminary estimate. However, AT&T will need to have documentation of the future reimbursement.

Cordially,

Garth Bedward, MBA

Manager OSP PIng & Eng Design
Construction & Engineering-SE

AT&T

120 North K St, Room 3D-05, Lake Worth, FL 33460
561.540.9263 | gb7410@att.com

MOBILIZING YOUR WORLD
Sent from my iPhone

On Feb 28, 2018, at 3:10 PM, "KCVolbrecht@wpb.org" <KCVolbrecht@wpb.org> wrote:

Good afternoon Garth,

I have been working with Eddie Herron on the issue we are having with PB County at the City of WPB Fire Station No. 8 site at 10965 Northlake Blvd.

We need to dedicate the 25' ROW back to the County along the north side of Northlake (the southern edge of our Fire Station Property) as shown on the attached.

We are providing a new easement just north of the existing easement. PB County wants us to have the existing easement abandoned before we dedicate it back to them.

Of course we recognize that ATT has fiber lines located there. We believe we have worked out a suitable compromise with PB County. The City of WPB will put up a bond for the cost of future relocation costs of ATT lines here should that ever need to occur and in exchange, ATT can stay via a permit and if and when the ATT lines do need to be moved, ATT would not have to pay the relocation cost, the City of WPB will per our agreement with PB County.

What I need is a cost estimate for the ATT relocation costs so we can provide that to PB County as part of our agreement and get that amount bonded.

I need to get something as soon as possible that is a pretty good ball park estimate and if it becomes necessary to provide a more detailed scope and estimate we can pursue that more specifically in the future.

I appreciate your help on this

Please give me a call to discuss further.

Thank you

Kevin Volbrecht

Kevin Volbrecht, P.E.

Director of Engineering Services Department

City of West Palm Beach, Florida

401 Clematis St -4th Floor

West Palm Beach, FL 33401

(561) 494 1091 office

kcvolbrecht@wpb.org

----- Forwarded by Kevin C Volbrecht/WESTPALM on 02/28/2018 02:45 PM -----

From: Lauren Casasus <lauren@simmonsandwhite.com>

To: "KCVolbrecht@wpb.org" <KCVolbrecht@wpb.org>, "KEANE, TERRI L" <tk3909@att.com>

Cc: Greg Bolen <bolen@simmonsandwhite.com>, "HERRON, PAUL E" <ph3103@att.com>, "VNoel@wpb.org" <VNoel@wpb.org>

Date: 02/06/2018 04:17 PM

Subject: RE: W.P.B. Fire Station No.8

Good afternoon Eddie,

Please see the attached plan showing the 25 ft area of right-of-way along Northlake Blvd. Thank you.

Lauren Casasus, E.I.
Project Engineer

<mime-attachment.png>

Simmons & White, Inc.
2581 Metrocentre Blvd. West, Suite 3
West Palm Beach, Florida 33407
P 561.478.7848 Ext. 126
f 561.478.3738
www.simmonsandwhite.com

From: KCVolbrecht@wpb.org [mailto:KCVolbrecht@wpb.org]
Sent: Tuesday, February 06, 2018 3:58 PM
To: KEANE, TERRI L <tk3909@att.com>
Cc: Greg Bolen <bolen@simmonsandwhite.com>; Lauren Casasus <lauren@simmonsandwhite.com>; HERRON, PAUL E <ph3103@att.com>; VNoel@wpb.org
Subject: Re: W.P.B. Fire Station No.8

Lauren,
would you please send the site map of the area to Mr. Herron so we can discuss the issue with him .
Thank you
Kevin

Kevin Volbrecht, P.E.
Director of Engineering Services Department
City of West Palm Beach , Florida
401 Clematis St -4th Floor
West Palm Beach, FL 33401
(561) 494 1091 office
kcvolbrecht@wpb.org

From: "KEANE, TERRI L" <tk3909@att.com>
To: Greg Bolen <bolen@simmonsandwhite.com>
Cc: "KCVolbrecht@wpb.org" <KCVolbrecht@wpb.org>, Lauren Casasus <lauren@simmonsandwhite.com>, "VNoel@wpb.org" <VNoel@wpb.org>, "HERRON, PAUL E" <ph3103@att.com>
Date: 02/06/2018 03:32 PM
Subject: Re: W.P.B. Fire Station No.8

Eddie (Paul) is your contact for underground facilities. Please let him know your question and send him a site map of the area in question.

Thank you!

Terri Keane
MGR OSP PLNG & ENGRG DESIGN
ATO-Construction & Engineering SE

AT&T
120 N K St, Rm 328, Lake Worth Fl 33460
o 561-586-9964 | tk3909@att.com

MOBILIZING YOUR WORLD

On Feb 6, 2018, at 3:24 PM, Greg Bolen <bolen@simmonsandwhite.com> wrote:

Good afternoon Stacey and Paul - will you please reply to all on this email with a good contact number?
Thanks.

Gregory F. Bolen, PE, LEED AP
Vice President

<image001.png>

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From: KCVolbrecht@wpb.org [<mailto:KCVolbrecht@wpb.org>]
Sent: Tuesday, February 6, 2018 3:14 PM
To: Greg Bolen <bolen@simmonsandwhite.com>
Cc: Lauren Casarus <lauren@simmonsandwhite.com>; 'VNoel@wpb.org' <VNoel@wpb.org>
Subject: RE: W.P.B. Fire Station No.8

Greg- I tried all of the numbers under Terri Keane and they have been disconnected.
Do you have any other contacts.
Kevin

Kevin Volbrecht, P.E.
Director of Engineering Services Department
City of West Palm Beach , Florida
401 Clematis St -4th Floor
West Palm Beach, FL 33401
(561) 494 1091 office
kcvolbrecht@wpb.org

From: Greg Bolen <bolen@simmonsandwhite.com>
To: "'VNoel@wpb.org'" <VNoel@wpb.org>, "KCVolbrecht@wpb.org" <KCVolbrecht@wpb.org>
Cc: Lauren Casarus <lauren@simmonsandwhite.com>
Date: 02/05/2018 09:47 AM
Subject: RE: W.P.B. Fire Station No.8

Here is our ATT contact. Do you guys want to initiate contact or would you like me to?
Thanks

Gregory F. Bolen, PE, LEED AP
Vice President

<image001.png>

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From: Greg Bolen
Sent: Monday, February 5, 2018 9:44 AM
To: 'VNoel@wpb.org' <VNoel@wpb.org>; 'KCVolbrecht@wpb.org' <KCVolbrecht@wpb.org>
Cc: Lauren Casarus <lauren@simmonsandwhite.com>
Subject: FW: W.P.B. Fire Station No.8

Vince / Kevin - See below. I didn't recall there being a gas line either. Do you guys have something showing a gas line?

Gregory F. Bolen, PE, LEED AP
Vice President

<image001.png>

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From: Joel Campbell [<mailto:JCampbell@dstephenson.com>]
Sent: Monday, February 5, 2018 9:39 AM

To: Greg Bolen <bolen@simmonsandwhite.com>; Lauren Casasus <lauren@simmonsandwhite.com>; Stan Francis <sfrancis@dstephenson.com>

Subject: RE: W.P.B. Fire Station No.8

Greg

I don't know of any gas lines. No cuts did not identify any gas lines but that doesn't mean they are not there. There is a water line along Northlake marked by no cuts and a sewer line on the SW corner and signalization lines.

Joel Campbell
Superintendent

<image002.jpg><image003.jpg>
Build Like Champions!

www.dstephenson.com
CGC 1521515

6241 North Dixie Highway
Fort Lauderdale, FL 33334
Phone 954.449.9580
Fax 954.315.7030
jsanches@dstephenson.com

<image004.png><image005.png>

MIAMI | 7270 NW 12th Street, Suite 345, Miami, FL 33126 | PH 305.370.3028
PALM BEACH | 400 Hibiscus Street, Suite 200, West Palm Beach, FL 33401 | PH 561.910.9956

<image006.jpg> *Please consider the environment before printing this email.*

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If you have any questions, you can reach me at 561-222-4310.

From: Greg Bolen [<mailto:bolen@simmonsandwhite.com>]
Sent: Monday, February 05, 2018 9:26 AM
To: Joel Campbell <JCampbell@dstephenson.com>; Lauren Casasus <lauren@simmonsandwhite.com>; Stan Francis <sfrancis@dstephenson.com>
Subject: RE: W.P.B. Fire Station No.8

Thanks Joel - any contacts with Gas? Kevin and Vince seemed to think there was a gas main in the UE as well?

Gregory F. Bolen, PE, LEED AP
Vice President

<image001.png>

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West Palm Beach, Florida 33407

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f 561.478.3738
www.simmonsandwhite.com
FL 56729 • SC 26272 • GA 032952 • NC 034082

From: Joel Campbell [<mailto:JCampbell@dstephenson.com>]
Sent: Monday, February 5, 2018 9:23 AM
To: Lauren Casasus <lauren@simmonsandwhite.com>; Stan Francis <sfrancis@dstephenson.com>
Cc: Greg Bolen <bolen@simmonsandwhite.com>
Subject: RE: W.P.B. Fire Station No.8

FPL

<image007.jpg><image008.jpg>

Joel Campbell
Superintendent

<image002.jpg><image003.jpg>
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<image004.png><image005.png>

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If you have any questions, you can reach me at 561-222-4310.

From: Lauren Casasus [<mailto:lauren@simmonsandwhite.com>]
Sent: Monday, February 05, 2018 9:08 AM
To: Joel Campbell <JCampbell@dstephenson.com>; Stan Francis <sfrancis@dstephenson.com>
Cc: Greg Bolen <bolen@simmonsandwhite.com>
Subject: W.P.B. Fire Station No.8

Good morning Joel & Stan,

I wanted to know who the contacts you have been working with for ATT and FPU are. We want to reach out to them about their existing facilities in the utility easement we are trying to abandon. Thank you.

Lauren Casasus, E.I.
Project Engineer

<image009.png>

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[attachment "Terri Keane.vcf" deleted by Kevin C Volbrecht/WESTPALM] [attachment "image001.png" deleted by Kevin C Volbrecht/WESTPALM] [attachment "image002.jpg" deleted by Kevin C Volbrecht/WESTPALM] [attachment "image003.jpg" deleted by Kevin C Volbrecht/WESTPALM] [attachment "image004.png" deleted by Kevin C Volbrecht/WESTPALM] [attachment "image005.png" deleted by Kevin C Volbrecht/WESTPALM] [attachment "image006.jpg" deleted by Kevin C Volbrecht/WESTPALM] [attachment "image007.jpg" deleted by Kevin C Volbrecht/WESTPALM] [attachment "image008.jpg" deleted by Kevin C Volbrecht/WESTPALM] [attachment "image009.png" deleted by Kevin C Volbrecht/WESTPALM]
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