Agenda Item #: 3H-11

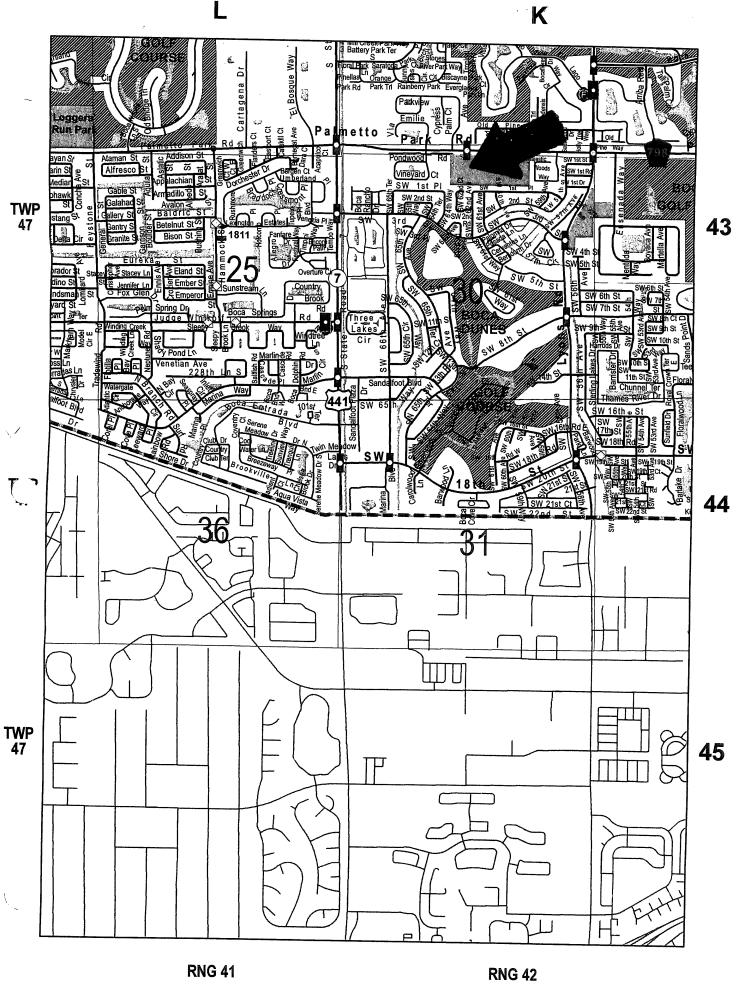
# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	June 4, 2019	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department:	Facilities Developm	ent & Operations	
	I.	EXECUTIVE BRIEF	
of Comcast Cable	Communications Ma	nagement, LLC (Comca	ement Agreement (Easement) in favor st), for underground communication corporated Palm Beach County.
building (Facility) communication im County will grant of The easement area	within the Park which provements be installed comcast a non-exclusive contains approximately	ch has no cable service. ed by Comcast to provide we easement at no charge. by 5,534 square feet (0.13 at 15).	c. (VFW) leases an 1,800 square foot VFW requested that underground cable service to their Facility. The VFW will pay for any cable charges. In Easement will be recorded acce and location. (PREM) <u>District 5</u>
April 13, 2004 (R Facility to operate veterans in the Sou funding and techni-	2004-0673), the Board a veterans center that p th County area. Park cal issues. Parks suppo	I approved a lease agreed provides services, meeting as currently does not proverts VFW's request for Co	rarious areas of the Park property. On ment permitting VFW to occupy the g space and other related activities to ride wi-fi coverage at the Park due to meast cable service. The County will and communication improvements.
	tion Map ment Agreement w/Exl	hibit "A"	
Recommended By	. N.C.	tment Director	5 (7   19 Date
Approved By:	County	Balle y Administrator	5/20/19 Date

# II. FISCAL IMPACT ANALYSIS

Fisc	cal Years	2019	2020	2021	2022	2023
Ope Exte Pro	oital Expenditures erating Costs ernal Revenues gram Income (County) Kind Match (County					
NET.	Γ FISCAL IMPACT	-				
	DDITIONAL FTE SITIONS (Cumulative)					
Is It	tem Included in Curren	t Budget: Yes		No		
Doe	es this item include the u	se of federal fu	nds? Yes_	No _X	_	
Bud	lget Account No: Fu	nd D Program _		Unit	_ Object <sub>_</sub>	
В.	Recommended Source	es of Funds/Sun	nmary of Fisc	al Impact:		
	There is no financial in	pact to County	associated with	n this item.		
	Fixed Asset Number N	J/A				
C.	Departmental Fiscal I	Review:				
		III. <u>REV</u>	IEW COMM	ENTS		
A.	OFMB Fiscal and/or	Contract Devel	opment Comn	nents:		
	OFMB 460 5/14	5/15/19 5/13/95/10	Contract De	velopment and	d Control	116/19
В.	Legal Sufficiency:  Assistant County Attor	5/20/19 nev				
C.	Other Department Re	·				
	Department Director					

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



**ATTACHMENT NO. 1 - LOCATION MAP** Page 1 of 1



Prepared by & Return to:

Marcel Pessoa, Real Estate Specialist

Palm Beach County

Property & Real Estate Management Division

2633 Vista Parkway

West Palm Beach, FL 33411-5605

PCN: 00-42-43-27-05-081-0051

EASEMENT AGREEMENT

This EASEMENT is granted by PALM BEACH COUNTY, a political subdivision of the

State of Florida, by and through its Board of County Commissioners, whose legal mailing address is

2633 Vista Parkway, West Palm Beach, Florida 33411-5605 ("Grantor"), to COMCAST CABLE

COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company, whose

legal mailing address is 789 International Parkway, Sunrise, FL 33325 on behalf of its affiliates

("Grantee").

WITNESSETH:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other

valuable consideration 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 a facility located within the Palm Beach County

Veteran's Memorial Park property ("Park"), 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

Page 1 of 5

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 the facility located within the Park, 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 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. 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:

Property and Real Estate Management Division

Attn: Director 2633 Vista Parkway

West Palm Beach, Florida 33411-5605

Telephone: (561) 233-0217 Fax: (561) 233-0210

## With a copy to:

Palm Beach County Attorney's Office Attn: Real Estate 301 North Olive Avenue, Suite 601 West Palm Beach, Florida 33401 Telephone: (561) 355-2225

Fax: (561) 355-4398

## If to Grantee:

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

Telephone:

Fax:

## With a copy to:

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

Telephone:

Fax:

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# IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by

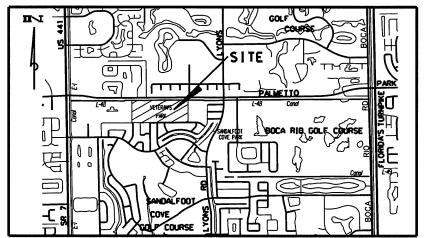
its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:	GRANTOR:  PALM BEACH COUNTY, a political subdivision of the State of Florida		
SHARON R. BOCK CLERK AND COMPTROLLER			
By:	By:		
Deputy Clerk	Mack Bernard, Mayor		
	(SEAL)		
Witness Signature			
Print Witness Name			
Witness Signature			
Print Witness Name			
APPROVED AS TO FORM AND	APPROVED AS TO TERMS		
LEGAL SUFFICIENCY	AND CONDITIONS		
By: Assistant County Attorney	By: Department Director		
Assistanty County Attorney	Department Director		

# EXHIBIT "A"

#### UTILITY EASEMENT VETERAN'S PARK 10'

SECTION 30, TOWNSHIP 47 SOUTH, RANGE 42 EAST



LEGAL DESCRIPTION

A PARCEL OF LAND 10 FEET IN WIDTH FOR UTILITY EASEMENT PURPOSES, SITUATED IN A PORTION OF TRACT 8, BLOCK 81 OF THE PLAT OF PALM BEACH FARMS COMPANY PLAT 3 AS RECORDED IN PLAT BOOK 2, PAGE 45, PALM BEACH COUNTY PUBLIC RECORDS AND A PORTION OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING 5.00 FEET ON EACH SIDE OF THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, THENCE SOUTH 88°40'23"
EAST ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 2,911.19 FEET;
THENCE AT RIGHT ANGLES TO SAID SECTION LINE SOUTH 01°19'37" WEST. A DISTANCE
OF 337.94 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 58°44'18" WEST, A
DISTANCE OF 17.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY,
HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 91°44'50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT. A DISTANCE OF 14.36 FEET
TO A POINT OF TANGENCY; THENCE SOUTH 33°00'30" EAST. A DISTANCE OF 16.63 FEET
TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 10.00
FEET AND A CENTRAL ANGLE OF 89°27'03"; THENCE EASTERLY ALONG THE ARC OF SAID
CURVE TO THE LEFT. A DISTANCE OF 14.07 FEET TO A POINT OF TANGENCY; THENCE
NORTH 57°32'27" EAST. A DISTANCE OF 13.86 FEET; THENCE SOUTH 34°46'03" EAST.
A DISTANCE OF 20.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY.
HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 30°38'49"; THENCE SOUTH
EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT. A DISTANCE OF 40.12 FEET
TO A POINT OF TANGENCY; THENCE SOUTH 04°07'13" EAST. A DISTANCE OF 46.45 FEET
TO A POINT OF TANGENCY; THENCE SOUTH 04°07'13" EAST. A DISTANCE OF 64.45 FEET
TO A POINT OF TANGENCY; THENCE SOUTH 04°07'13" EAST. A DISTANCE OF 64.45 FEET
TO A POINT OF TANGENCY; THENCE SOUTH 04°07'13" EAST. THENCE SOUTH 05°04'46"
WEST. A DISTANCE OF 35.43 TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING
A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 13°22'47"; THENCE NORTHWESTERLY
ALONG THE ARC OF SAID CURVE TO THE RIGHT. A DISTANCE OF 65.02'33";
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT. A DISTANCE OF 55°02'33";
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT. A DISTANCE OF 65.02'33";
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE PUBLIC RECORDS OF PALM BEACH
COUNTY. FLORIDA. AND THE POINT OF TERMINUS OF SAID EASEMENT.

THE SIDE LI SOUTH

THE SIDE LINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND PLAT LINES.

EASEMENT CONTAINS 5,534 SQUARE FEET OR 0.1270 ACRES MORE OR LESS.

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## VETERAN'S MEMORIAL **PARK** 10' UTILITY EASEMENT

-1-19-3971.DGN S-1-19-3971

APPROV DRAWN: CHECKE DATE DRAWN:	ND.	REVISION	BY	DATE	ı
SCALE: 1 APPROVED: DRAWN: CHECKED: DRATE DRAWN: 0-4	1	CORRECT SPELLING ERROR	S <sub>T</sub>	04/ 09/ 19	
E: 1"=  DVED: G. V  N: S. T  KED: G. V  N: 04/02			l ^	13	
60′ W.M. T.A. W.M.					
FIELD BOOK NO.					
<b>) (</b> 1271 UU					

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411

#### LEGEND

P.B. = PLAT BOOK

PG. = PAGE

P.O.C. = POINT OF COMMENCEMENT P.O.B. = POINT OF BEGINNING P.B.C. = PALM BEACH COUNTY

R/W = RIGHT OF WAY

FDOT = FLORIDA DEPARTMENT OF

TRANSPORTATION

D.N.R. = FLORIDA DEPARTMENT OF NATURAL RESOURCES P.O.T. = POINT OF TERMINUS

REF = REFERENCE

D.B. = DEED BOOK R.B. = OFFICIAL RECORDS BOOK O.R.B.

SECTION TWP = TOWNSHIP RNG = RANGE

= FLORIDA POWER AND LIGHT FP&I

AKA = ALSO KNOWN AS

R.P.B. = ROAD PLAT BOOK

W.D.D. = LAKE WORTH DRAINAGE

DISTRICT L.W.D.D.

L.A.E. = LIMITED ACCESS EASEMENT

#### SURVEYOR'S REPORT

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF SOUTH 88°40'23" EAST ALONG THE NORTH SECTION LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 42 EAST AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY SCOTT T. ADAMS SR. AND GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

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. PROJECT SCALE FACTOR = 1.000019271 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

THIS IS NOT A SURVEY

NOT VALID WITHOUT THE DIGITAL SIGNATURE OR SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

GLENN W. MARK, P.L.S. FLORIDA CERTIFICATE #5304

PROJECT 2019009-06 RAWING S-1-19-3971 PROJECT: VETERAN'S MEMORIAL PARK 10' UTILITY EASEMENT

