

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	(\$15,000)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	(\$15,000)	-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 \$15,000 for future costs.

C. Departmental Fiscal Review: Alice Koralaunen

III. REVIEW COMMENTS

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

[Signature] 8/29/19
 OFMB
 8/28 8/29

[Signature]
 Contract Dev. and Control
 9/6/19 Tu

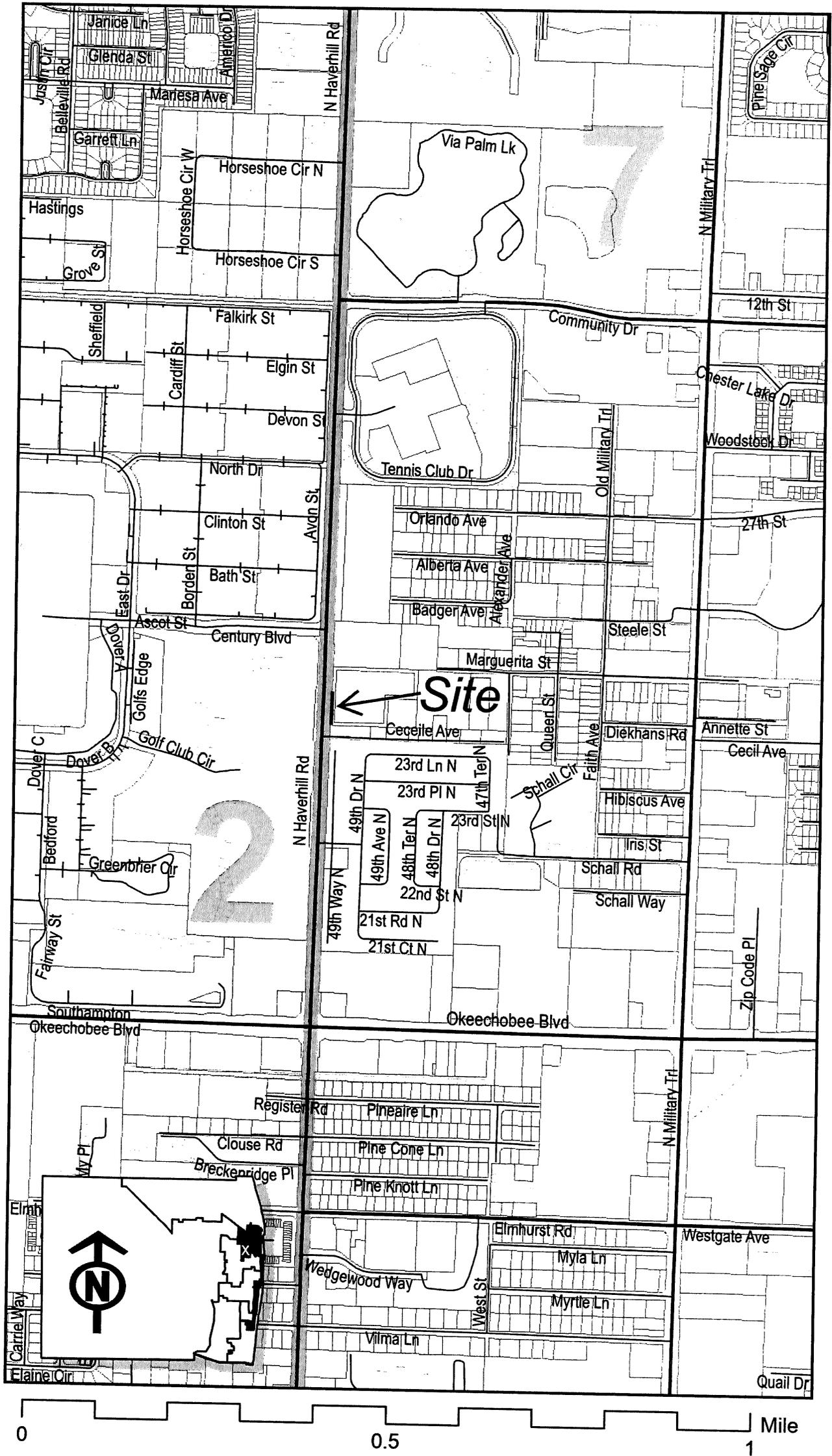
B. Approved as to Form and Legal Sufficiency:

[Signature] 9/9/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Location Map

Return via Palm Beach County interoffice mail to:
Wildad Salomon, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

Escrow Account Number: 1010

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

Property Control Number: 00-42-43-24-27-002-0000

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO. MRT 2019-006

ROAD NAME: N 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:

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
Easement	02/01/2019	AHC of WPB, LLC	FP&L	30395/421
Easement	09/14/1979	George & Patricia Reiter	FP&L	3135/1446

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

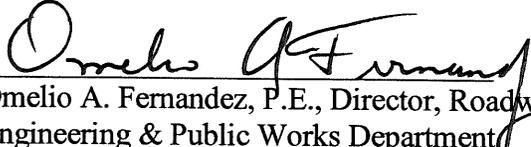
By: _____
Clerk (or Deputy Clerk)

By: _____
Mack Bernard, 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
Corporate Real Estate Manager

By: *Tracy Novis*

Print Name: Tracy Novis

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 21st day of June, 2019

My Commission Expires:

Notary Signature: *Michelle M. Kahmann*
Notary Public State of Florida

Printed Name: _____



EXHIBIT "A"

DESCRIPTION:

TRACT RW, HAVERHILL COMMONS PUD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGE 143 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 2,902 SQUARE FEET/0.0666 ACRES MORE OR LESS.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. ADDITIONS OR DELETIONS TO SKETCH OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S88°14'24"E ON THE LINE BETWEEN PALM BEACH COUNTY CONTROL POINTS "OKE FIRE AND "GRANT S-1", RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (90 ADJUSTMENT).
5. SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL: 120229 0578F; MAP DATE: 10/5/17
6. PLOTTABLE MATTERS CONTAINED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER 518814 A1, EFFECTIVE DATE JANUARY 15, 2018 AT 11:00 P.M. ARE REFLECTED ON THE SKETCH SHOWN HEREON.
7. ALL RECORD INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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 JULY 2, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL 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

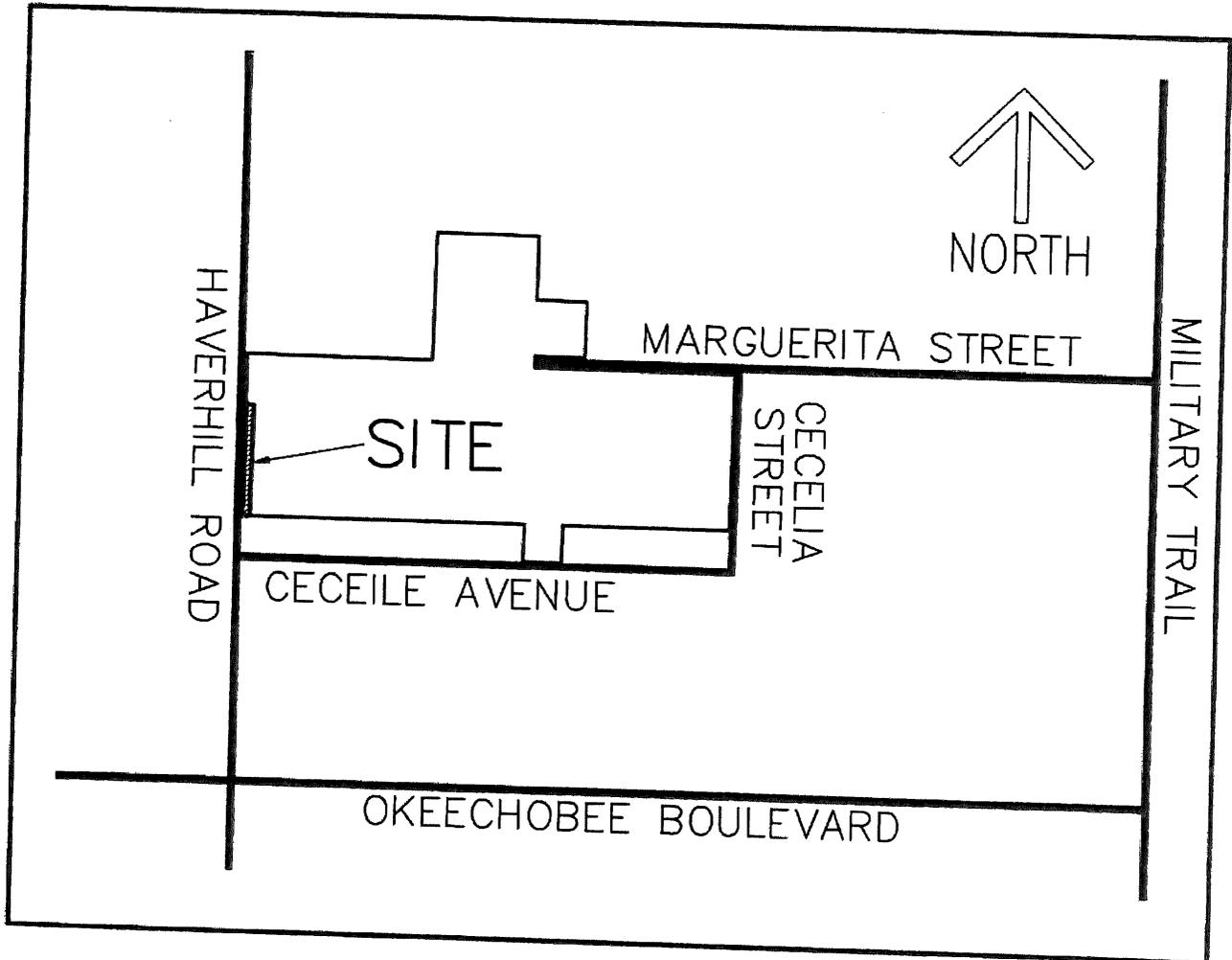
Digitally signed by David Lindley
 DN: cn=US, st=Florida, o=Boca Raton, ou=Surveying, ou=Caulfield & Wheeler, Inc., email=David.Lindley@caulfieldandwheeler.com, Date: 2019.07.02 08:22:28 -0400

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

DATE	7/2/19
DRAWN BY	DLS
F.B./ PG.	ELEC
SCALE	N/A
JOB NO.	8094-RW

HAVERHILL COMMONS PUD
TRACT RW
SKETCH OF DESCRIPTION

EXHIBIT "A"



LOCATION MAP
NOT TO SCALE

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

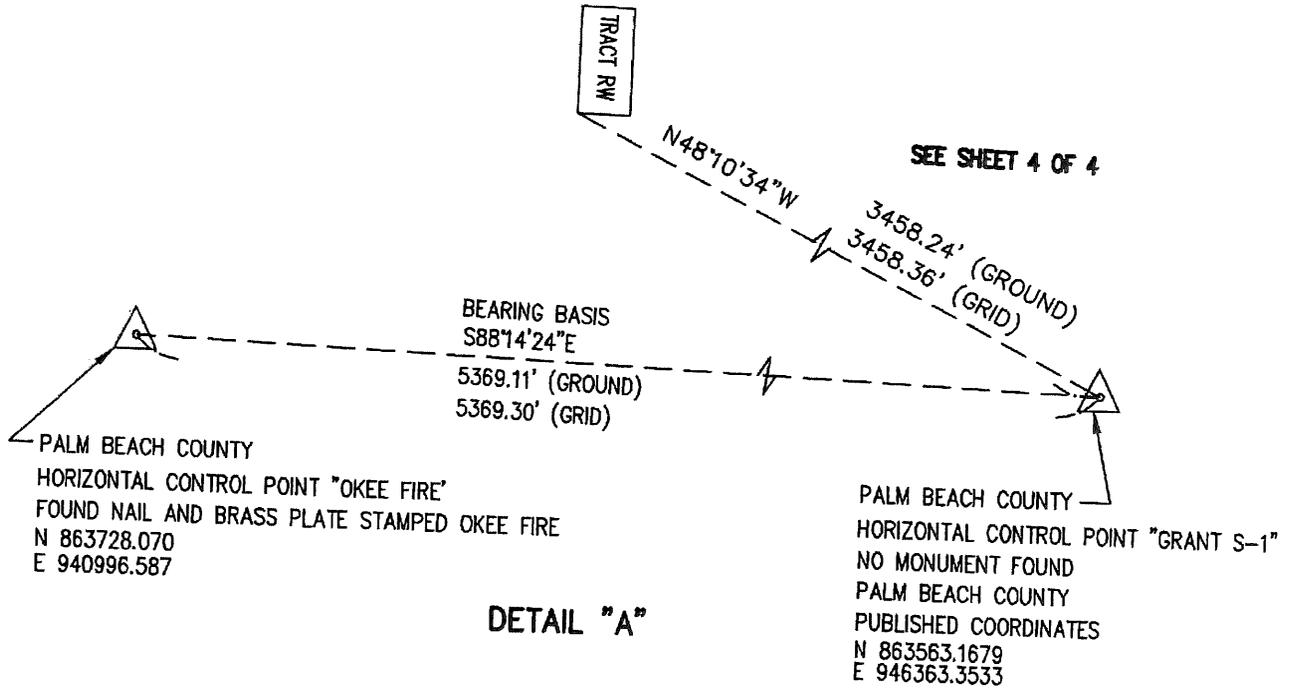
HAVERHILL COMMONS PUD
TRACT RW
SKETCH OF DESCRIPTION

DATE	7/2/19
DRAWN BY	DLS
F.B./ PG.	ELEC
SCALE	N/A
JOB NO.	8094-RW

EXHIBIT "A"

**NOTES
COORDINATES, BEARINGS AND DISTANCES**

COORDINATES SHOWN ARE GRID
 DATUM = NAD 83 (90 ADJUSTMENT)
 ZONE = FLORIDA EAST
 LINEAR UNIT = US SURVEY FEET
 COORDINATE SYSTEM 1983 STATE PLANE
 TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND
 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.



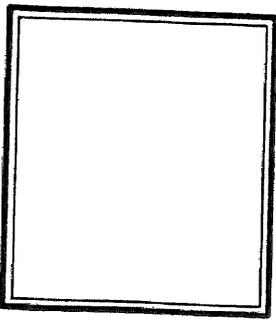
LEGEND/ABBREVIATIONS

- Ⓞ - CENTERLINE
- E - EASTING (WHEN USED WITH COORDINATES)
- FPL - FLORIDA POWER & LIGHT COMPANY
- I/E - INGRESS/EGRESS
- LAE - LIMITED ACCESS EASEMENT
- LB - LICENSED BUSINESS
- N - NORTHING (WHEN USED WITH COORDINATES)
- O.R.B. - OFFICIAL RECORD BOOK
- UE - UTILITY EASEMENT

SHEET 3 OF 4

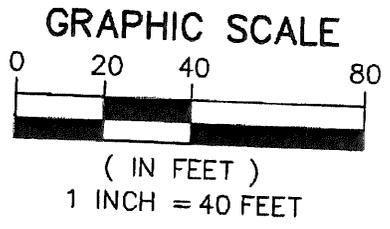
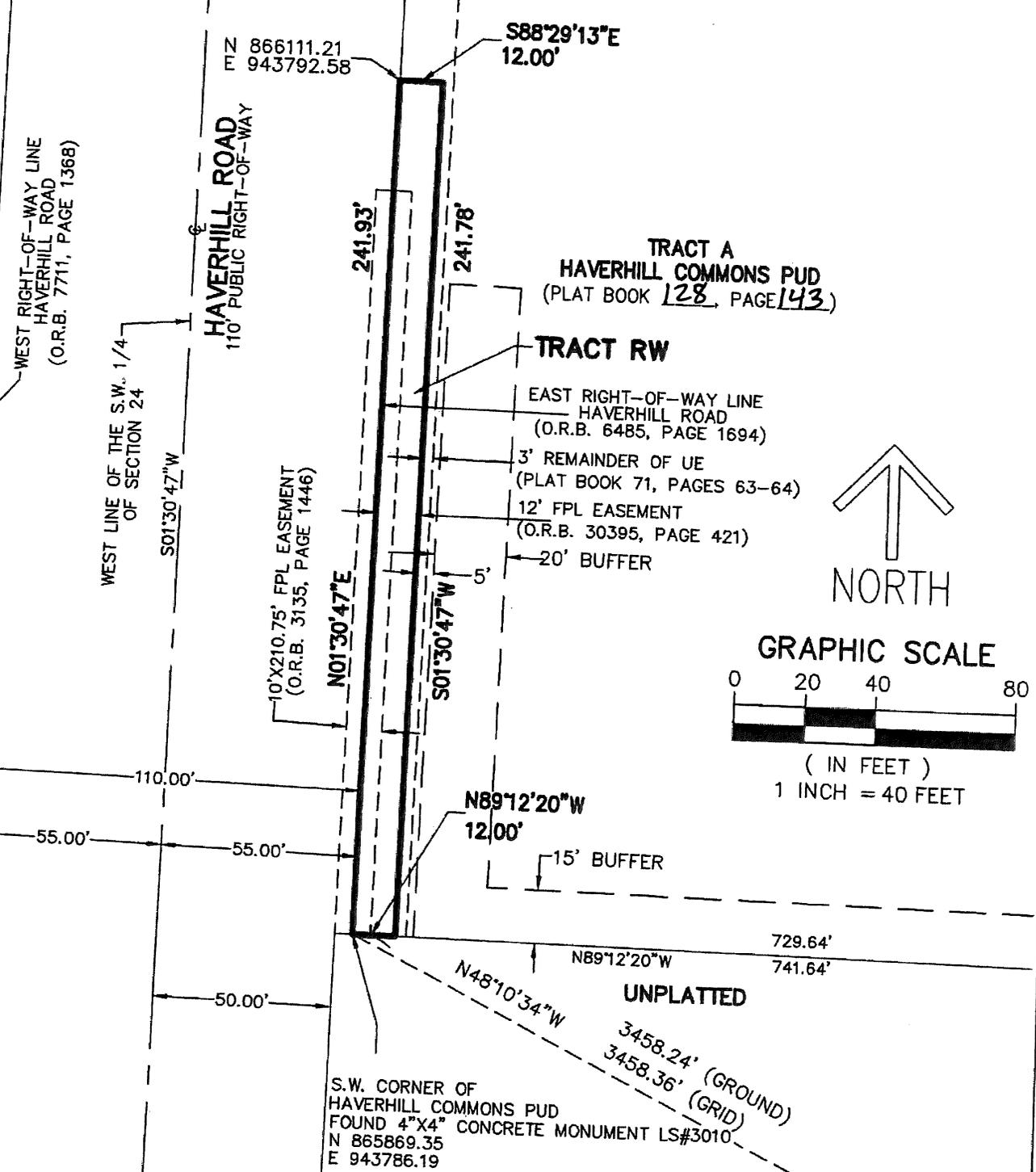
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

**HAVERHILL COMMONS PUD
 TRACT RW
 SKETCH OF DESCRIPTION**



DATE	7/2/19
DRAWN BY	DLS
F.B./ PG.	ELEC
SCALE	N/A
JOB NO.	8094-RW

EXHIBIT "A"



S.W. CORNER OF
HAVERHILL COMMONS PUD
FOUND 4"x4" CONCRETE MONUMENT LS#3010
N 865869.35
E 943786.19

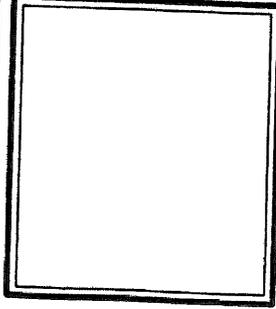
SHEET 4 OF 4

SEE DETAIL "A"
SHEET 3

CAULFIELD & WHEELER, INC.

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

**HAVERHILL COMMONS PUD
TRACT RW
SKETCH OF DESCRIPTION**



DATE	7/2/19
DRAWN BY	DLS
F.B./ PG.	ELEC
SCALE	N/A
JOB NO.	8094-RW