

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

=====
Meeting Date: September 10, 2019 Consent Regular
 Workshop Public Hearing
=====

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Utility Easement Agreement (Easement) with Florida Power & Light Company (FPL) for the Drive Shack and Home 2 Suites Hotel developments on County-owned property at the northeast corner of the Palm Beach International Airport (PBI).

Summary: The Easement will provide electric utility service to the facilities being constructed by Drive Shack Palm Beach LLC (R-2017-0939, as amended)(Drive Shack) and CVH PBIA, LLC (R-2017-0356, as amended)(Home 2 Suites Hotel), both being constructed on County-owned property at PBI. The Easement will connect to existing FPL easements and provide a secondary electrical transmission loop in the event of a power disruption. FPL is providing electric utility service to these facilities and requires an easement. Countywide (AH)

Background and Justification: The Easement area is generally 10 feet in width, and encompasses a total of 22,636 square feet (0.51 acre). It is necessary for the County to grant a utility easement to FPL for the provision of electric utility service to the facilities at PBI, and this Easement serves to provide a secondary loop for portions of FPL's service, providing an alternate route for service in the event power disruption. The utility easement is subject to standard FAA conditions and restrictions, and is being granted at no cost to FPL.

Attachments:

- 1. Utility Easement Agreement

=====
Recommended By: *R. Laura Beek* 8-13-19
 Department Director Date
Approved By: *W. Baker* 8/28/19
 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>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# 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 _____ Department _____ Unit _____ RSource _____
 Reporting Category _____

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

No fiscal impact.

C. Departmental Fiscal Review: CM Swimmer

III. REVIEW COMMENTS

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

Lisa Pa 8/12/19
 HP 8/15 OFMB (HP) 8/15

Dr. S. Arveland
 Contract Dev. and Control 8/21/19

B. Legal Sufficiency:

Anne Delgent 8-22-19
 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:

Ray Walter, Deputy Director
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

PCN: 74-43-43-32-00-000-1130 (portion)
00-43-43-32-00-000-1090 (portion)
00-43-43-32-00-000-1150 (portion)

UTILITY 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 **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420 (“Grantee”).

WITNESSETH:

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 electric utility facilities, cables, conduits and appurtenant equipment, and pad-mounted transformers (the “Facilities”) to be installed from time to time; with the right to reconstruct, improve, 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 (the “Easement Premises”) situate, 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.**

Together with the right to permit any other person, firm or corporation to lay cable and conduit within the Easement Premises and to operate the same for 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.

2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor.

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 endeavor to provide Grantor's Department of Airports with prior notice 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. Grantee acknowledges and agrees that Grantor may require the relocation of the Facilities installed within the Easement Premises to another location within Grantor's property. In the event that it becomes necessary for Grantee to relocate or alter the location of its Facilities at the request of Grantor, Grantor shall reimburse Grantee for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new utility easement upon the same terms and conditions of this Easement. Grantee shall promptly terminate and release this Easement upon the grant of the new utility easement provided for herein.

6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of its Facilities within the Easement Premises to a height so as to comply with 14 CFR Part 77, as now or hereafter amended. 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.

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:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By:  _____
Department Director

Exhibit "A"

Legal Description/Site Sketch

EXHIBIT A

AN FPL EASEMENT IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, 10.00 FEET WIDE, AND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 32;
 THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, S88°26'29"E FOR 72.00 FEET;
 THENCE S01°33'31"W FOR 65.00 FEET TO THE SOUTH LINE OF AN FPL EASEMENT RECORDED IN OFFICIAL RECORD BOOK 5466, PAGE 1898, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE POINT OF BEGINNING;

THENCE S52°00'00"W FOR 32.00 FEET; THENCE S03°00'00"W FOR 195.00 FEET;
 THENCE S01°00'00"W FOR 140.00 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET;
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°40'53" FOR 58.79 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 140.00 FEET, WHERE A RADIAL LINE BEARS N48°29'24"E';
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 46°55'53" FOR 114.67 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF THE NORTH 520.00 FEET OF THE NORTHWEST QUARTER, OF THE NORTHEAST QUARTER, OF SAID SECTION 32;
 THENCE ALONG SAID SOUTH LINE, S88°26'29"E FOR 497.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 37.00 FEET;
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 88°26'29" FOR 57.11 FEET TO A POINT OF TANGENCY;
 THENCE S00°00'00"W FOR 33.00 FEET TO POINT "A";
 THENCE CONTINUE S00°00'00"W FOR 196.00 FEET; THENCE N84°00'00"W FOR 94.00 FEET;
 THENCE N71°00'00"W FOR 20.00 FEET; THENCE N34°00'00"W FOR 212.00 FEET;
 THENCE N48°00'00"W FOR 54.00 FEET; THENCE S71°00'00"W FOR 23.00 FEET;
 THENCE N89°00'00"W FOR 207.00 FEET; THENCE S86°00'00"W FOR 161.00 FEET TO A POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:
 BEGIN AT SAID POINT "A"; THENCE N90°00'00"E FOR 155.00 FEET;
 THENCE N45°00'00"E FOR 19.00 FEET TO A POINT OF TERMINATION OF SAID CENTERLINE NO.2.
 CONTAINING 22,636 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON S88°26'29"E (GRID, PER PALM BEACH COUNTY SURVEY DEPT. SECTION DATA) ALONG THE NORTH LINE OF THE N.E.1/4 OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST.

REFER TO SHEET 4 OF 5 FOR SURVEYOR'S NOTES.

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**

Digitally signed by
John E Phillips
Date: 2019.05.20
16:38:30 -04'00'

JOHN E. PHILLIPS, III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: _____

REVISIONS:

5/14/19: PALM BEACH COUNTY 5/10/19 COMMENTS
5/20/19: PALM BEACH COUNTY SURVEY DEPT. COMMENTS

 <p align="center">E-Mail: info@brown-phillips.com</p> <p>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</p>
--

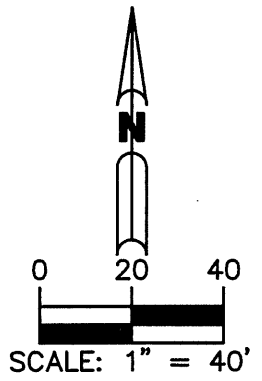
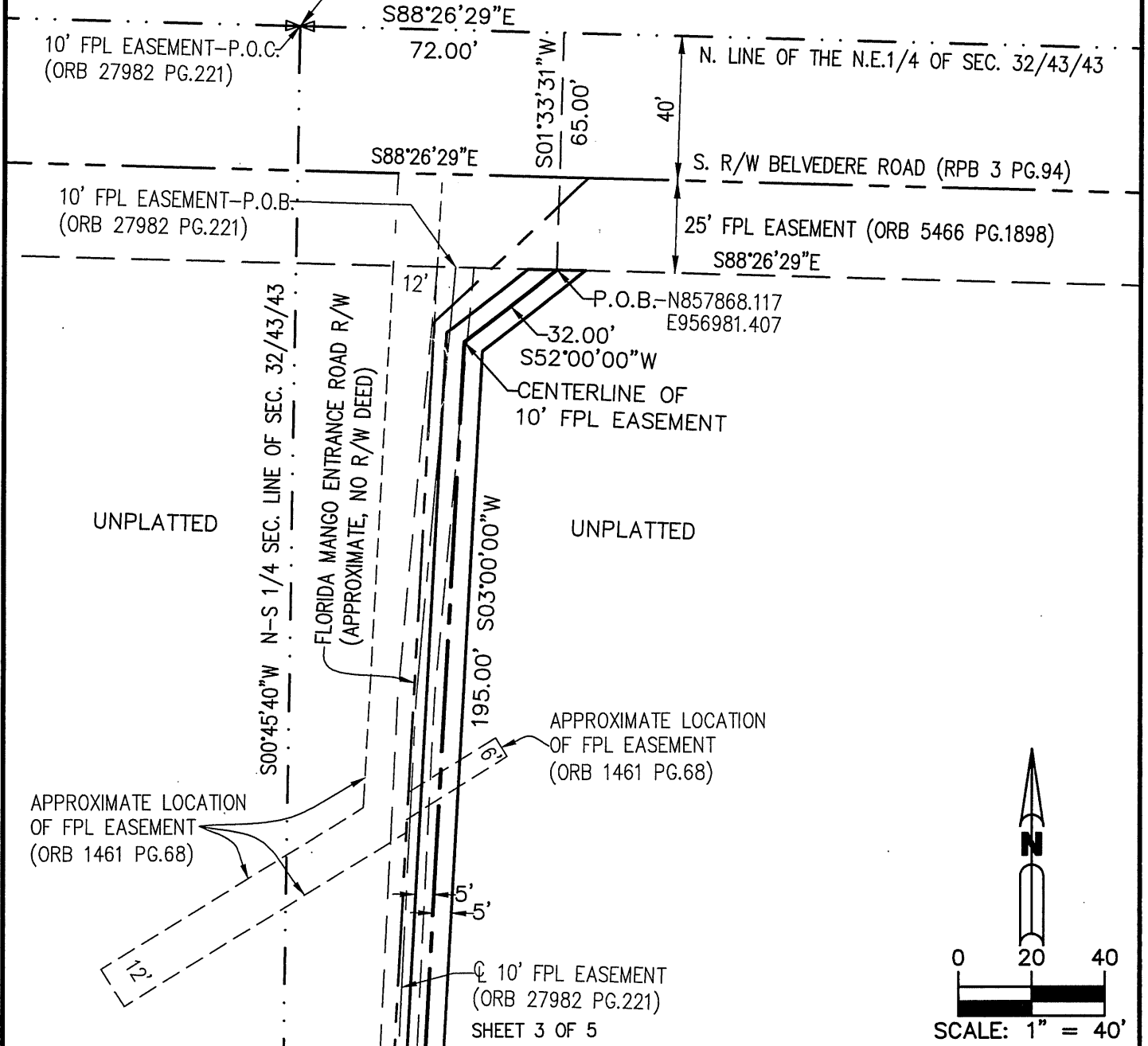
PBIA M-36 PARCEL FPL EASEMENT (THIS IS NOT A SURVEY)	
DRAWN: MDB	PROJ. No. 18-013E
CHECKED: JEP	SCALE: NONE
LEGAL DESCRIPTION	DATE: 1/28/19
	SHEET 1 OF 5

ABBREVIATIONS:

P.O.B. - POINT OF BEGINNING
 RPB - ROAD PLAT BOOK
 ORB - OFFICIAL RECORD BOOK
 PG. - PG.
 PBC - PALM BEACH COUNTY
 PBCWUE - PALM BEACH COUNTY WATER UTILITIES EASEMENT
 PBIA - PALM BEACH INTERNATIONAL AIRPORT

R/W - RIGHT-OF-WAY
 CL - CENTERLINE
 R - RADIUS
 Δ - CENTRAL ANGLE
 A - ARC LENGTH
 SEC. - SECTION

PBC POSITION:
 N857935.05
 E956911.20
 N.1/4 CORNER OF
 SEC. 32/43/43
 P.O.C.



B 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

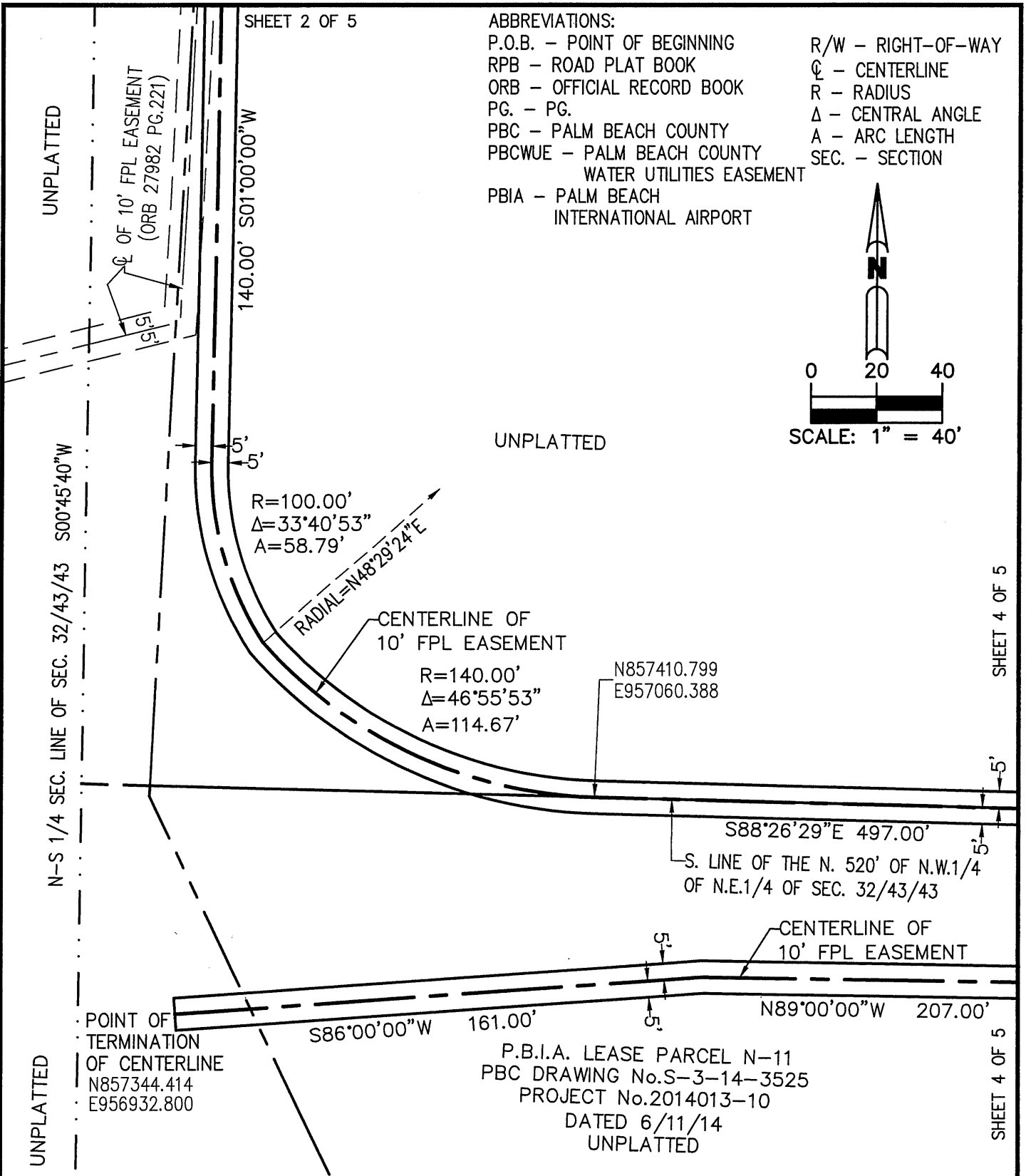
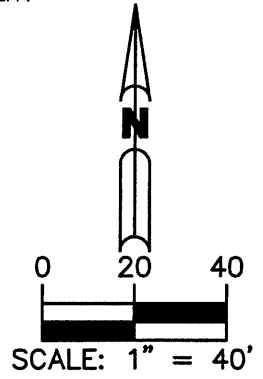
**PBIA M-36 PARCEL
 FPL EASEMENT**

(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 18-013E
CHECKED: JEP	SCALE: 1" = 40'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 1/28/19
	SHEET 2 OF 5

ABBREVIATIONS:
 P.O.B. - POINT OF BEGINNING
 RPB - ROAD PLAT BOOK
 ORB - OFFICIAL RECORD BOOK
 PG. - PG.
 PBC - PALM BEACH COUNTY
 PBCWUE - PALM BEACH COUNTY
 WATER UTILITIES EASEMENT
 PBIA - PALM BEACH
 INTERNATIONAL AIRPORT

R/W - RIGHT-OF-WAY
 CL - CENTERLINE
 R - RADIUS
 Δ - CENTRAL ANGLE
 A - ARC LENGTH
 SEC. - SECTION



SHEET 4 OF 5

SHEET 4 OF 5

B 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

**PBIA M-36 PARCEL
 FPL EASEMENT**

(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 18-013E
CHECKED: JEP	SCALE: 1" = 40'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 1/28/19
	SHEET 3 OF 5

UNPLATTED

SHEET 3 OF 5

SHEET 5 OF 5

SHEET 5 OF 5

S88°26'29"E 497.00'
S. LINE OF THE N. 520' OF N.W.1/4
OF N.E.1/4 OF SEC. 32/43/43

CENTERLINE OF
10' FPL EASEMENT

N857359.520
E957322.124

P.B.I.A. LEASE PARCEL N-11
PBC DRAWING No.S-3-14-3525
PROJECT No.2014013-10
DATED 6/11/14
UNPLATTED

N89°00'00"W 207.00'

23.00'
S71°00'00"W

N48°00'00"W
54.00'

CENTERLINE OF
10' FPL EASEMENT

SURVEYOR'S NOTES:

1. THIS SKETCH AND LEGAL DESCRIPTION HAS 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 THE GRANTING OF THIS EASEMENT.

2. STATE PLANE COORDINATES
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.

PROJECT SCALE FACTOR = (1.0000374)
ALL DISTANCES ARE GROUND.
GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE.

ABBREVIATIONS:

P.O.B. - POINT OF BEGINNING
R/W - RIGHT-OF-WAY
RPB - ROAD PLAT BOOK
C - CENTERLINE
ORB - OFFICIAL RECORD BOOK
R - RADIUS
PG. - PG.
A - CENTRAL ANGLE
PBC - PALM BEACH COUNTY
A - ARC LENGTH
PBCWUE - PALM BEACH COUNTY
SEC. - SECTION
WATER UTILITIES EASEMENT
PBIA - PALM BEACH
INTERNATIONAL AIRPORT

HOME 2 SUITES
LEASE PROPERTY

N34°00'00"W 212.00'

20.00'
N71°00'00"W



E-Mail: info@brown-phillips.com

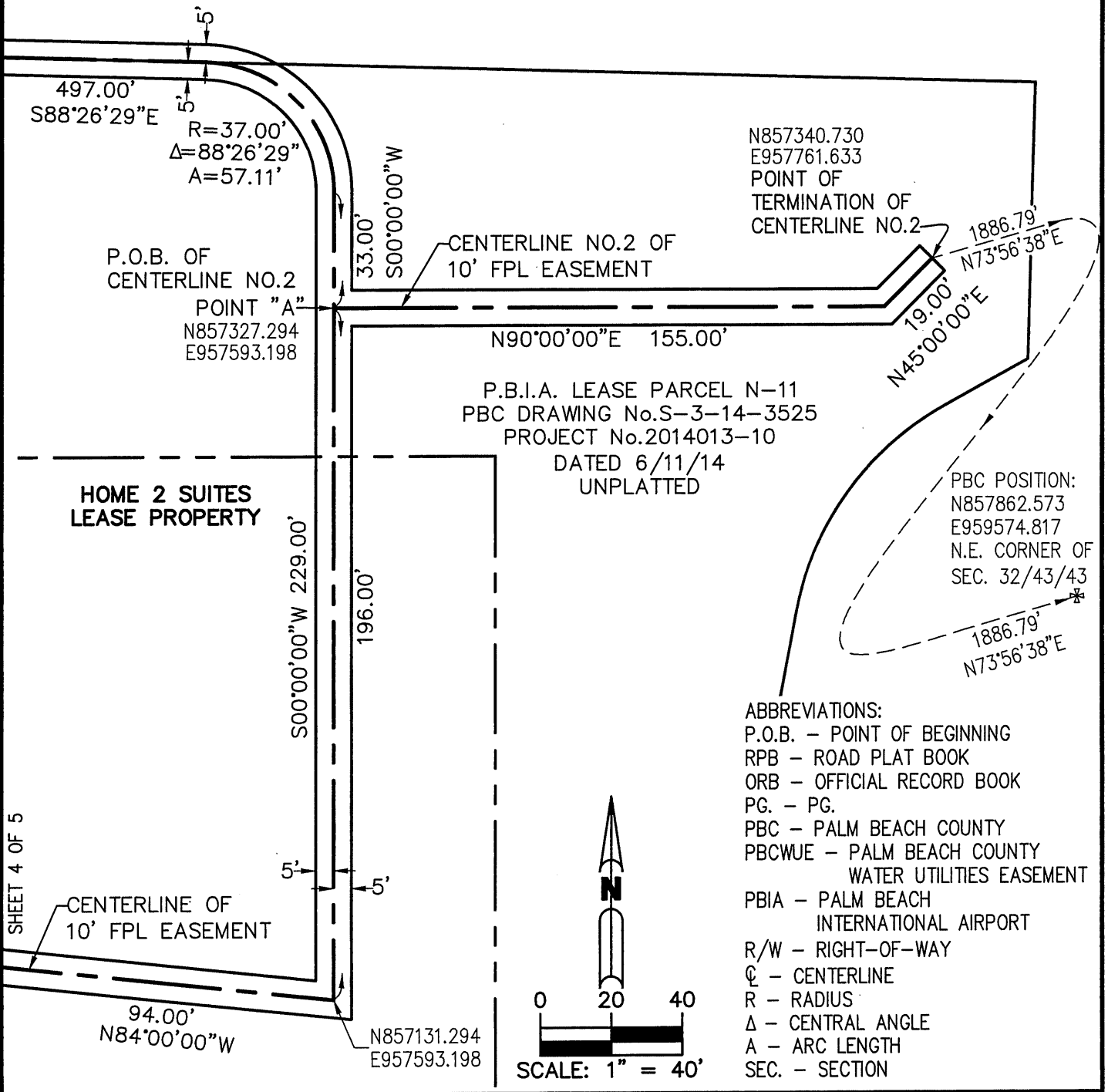
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

**PBIA M-36 PARCEL
FPL EASEMENT**

(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 18-013E
CHECKED: JEP	SCALE: 1" = 40'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 1/28/19
	SHEET 4 OF 5

UNPLATTED



B 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

PBIA M-36 PARCEL FPL EASEMENT

(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 18-013E
CHECKED: JEP	SCALE: 1" = 40'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 1/28/19
	SHEET 5 OF 5