PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 10, 2019	[X] []		[] Regul [] Public	
Submitted By:	Department of Airports				
	I. EXECU	JTIVE BRIE	Ē		
(Easement) with	le: Staff recommends mo Florida Power & Light Comp of the Palm Beach Internati	oany (FPL) fo	or facilities on	y Easement / County-owne	Agreemen ed property
electric utilities to	Easement is part of a sector serve navigational aids and tric utility service and require	d other facili	ties on the w	estern side of	d provides PBI. FPL
encompasses a grant a utility eas and this Easeme an alternate rout	nd Justification: The Ea total of 142,239 square feet sement to FPL for the provis ent serves to provide a secor e for service in the event of a conditions and restrictions,	(3.2654 acrion of electrication of electrication of electrication of electrication of the content of the content of electrication of electrica	es). It is nec c utility servic or portions of uption. The u	essary for the ce to the facili FPL's service tility easemen	County to ties at PBI providing t is subject
Attachments:					
1. Utility Easem	ent Agreement				
Recommended	By: Z OWO Department Directo	Bedse	<u>8</u> -	- 13- 19 Date	
Approved By:	Mouke County Administrat	tor	8/	33/19 Pate	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact:				•	
Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	2022	2023	
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County)						
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	0		0	0	0	
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 _ Reporting Ca		oartment		RSource	·	
B. Recommended Sources of	Funds/Sur	nmary of Fisc	al Impact:			
No fiscal impact.						
C. Departmental Fiscal Review:						
	III. REVIE	W COMMENT	<u>'s</u>			
A. OFMB Fiscal and/or Contract Development and Control Comments:						
OFMB R	17 8/15		Gøntract 8/	Dev. and Con	ling 8/22/	
B. Legal Sufficiency:						
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:

00-42-43-36-05-000-0010 (portion) 00-42-43-25-00-000-5300 (portion)

00-42-43-36-00-000-1080 (portion) 00-42-43-36-00-000-1080 (portion)

00-43-43-31-01-001-0010 (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

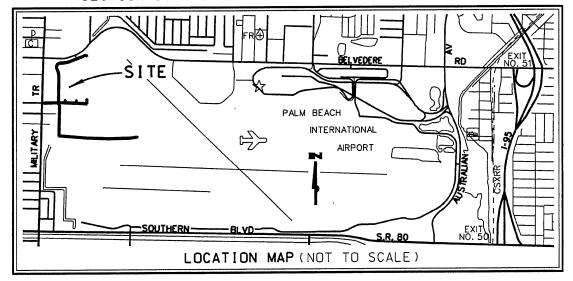
Exhibit "A"

Legal Description/Site Sketch

EXHIBIT "A"

20' UTILITY EASEMENT P.B.I.A. GOLFVIEW INFRASTRUCTURE

TOWNSHIP 43 SOUTH, RANGE 42 EAST SECTION



LEGAL DESCRIPTION

A PARCEL OF LAND 20 FEET IN WIDTH FOR UTILITY EASEMENT PURPOSES, SITUATED IN A PORTION OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH OUARTER CORNER OF SAID SECTION 36: THENCE SOUTH 01°30′22″ WEST ALONG THE NORTH/SOUTH QUARTER LINE, A DISTANCE OF 1,437.59 FEET; THENCE AT RIGHT ANGLES TO SAID SECTION LINE SOUTH 82°9′38″ EAST, A DISTANCE OF 53.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL AS RECORDED IN OFFICAL RECORDS BOOK 670, PAGE 544 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 88°29′38″ EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 45°48′14″ EAST, A DISTANCE OF 65.95 FEET; THENCE NORTH 88°30′20″ EAST, A DISTANCE OF 384.47 FEET; THENCE SOUTH 89°13′15″ EAST, A DISTANCE OF 47.07 FEET; THENCE NORTH 00°47′20 EAST, A DISTANCE OF 734.40 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH—WESTERLY, HAVING A RADIUS OF 490.00 FEET AND A CENTRAL ANGLE OF 28°9′39″; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 242.26 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 200.72 FHENCE NORTHWESTERLY, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 200.72 FHENCE NORTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 271.00 FEET, A DISTANCE OF 271.00 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 271.00 FEET AND A CENTRAL ANGLE OF 390.55 FEET; THENCE NORTHWESTERLY, HAVING A RADIUS OF 690.00 FEET AND A CENTRAL ANGLE OF 390.55 FEET; THENCE NORTH 68°35′25″ EAST, A DISTANCE OF 390.55 FEET; THENCE NORTH 68°35′25″ EAST, A DISTANCE OF 730.73 22′11″ EAST, A DISTANCE OF 730.84 FEET; THENCE SOUTH 73°32′11″ EAST, A DISTANCE OF 73.84 FEET; THENCE SOUTH 67°31′24″ WEST, ALONG SAID EASEMENT OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 73°32′11″ WEST, A DISTANCE OF 73.84 FEET; THENCE SOUTH 67°31′24″ WEST, A DISTANCE OF 73°17′40″ EAST, A DISTANCE OF 73.85 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWEST ALONG SAID EASEMENT, MENT SOUTH 22°17'40"

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PROJECT:

P.B.I.A. GOLFVIEW INFRASTRUCTURE UTILITY EASEMENT

S-1-18-3929. DGN S-1-18-3929

APPROVEDI DRAWN: CHECKEDI REVISION ADD ELECT. ESMT SIGNATURE APRON EXPANSION "= 100' % G. W.M. S. T. A. G. W.M.

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

LEGAL DESCRIPTION (CONTINUED)

PARCEL CONTAINS 142,239 SQUARE FEET OR 3.2654 ACRES MORE OR LESS.

LEGEND

P.B. = PLAT BOOK
PG. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.O.B. = PAIM BEACH COUNTY P.B.C.

B.C. = PALM BEACH COUNTY R/W = RIGHT OF WAY FDOT = FLORIDA DEPARTMENT OF

TRANSPORTATION

D.N.R. = FLORIDA DEPARTMENT OF NATURAL RESOURCES

REF = REFERENCE D.B. = DEED BOOK D.R.B. = OFFICIAL RECORDS BOOK SEC = SECTION TWP = TOWNSHIP

RNG = RANGE

FP&L = FLORIDA POWER AND LIGHT

AKA = ALSO KNOWN AS

R.P.B. = ROAD PLAT BOOK

L.W.D.D. = LAKE WORTH DRAINAGE

DISTRICT

L.A.E. = LIMITED ACCESS EASEMENT

SURVEYOR'S REPORT

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF SOUTH 01°30'22" WEST ALONG THE NORTH/SOUTH QUARTER SECTION LINE OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 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 = 1.00003845 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.



Digitally signed by Glenn W Mark DN: c=US, o=PALM BEACH COUNTY, ou=PALM BEACH COUNTY, cn=Glenn W Mark, 0.9.2342.19200300.100.1.1=A01098000000163AC129A3C0000457F Date: 2019.04.24 15:57:49 -04'00'

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

DATE

ROJECT 2018013-10 DRAWING S-1-18-3929 PROJECT: PBIA GOLFVIEW INFRASTRUCTURE UTILITY EASEMENT SHEET: 3 OF:12

