



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$12,000)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	(\$12,000)	-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 \$12,000 for future costs.

C. Departmental Fiscal Review: Acceptance

**III. REVIEW COMMENTS**

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

Lisa R 2/5/2020  
 OFMB 2/5

Mr. J. Janby 2/6/2020  
 Contract Dev. and Control

**B. Approved as to Form and Legal Sufficiency:**

[Signature] 2/7/2020  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



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, 3<sup>rd</sup> 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:                   Portion of: 00-42-43-27-05-081-0371

**NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE**

**SPACE ABOVE THIS LINE FOR PROCESSING DATA**

**PROJECT NO. MRT 2019-029**  
**ROAD NAME: SW 8<sup>th</sup> ST &**  
**SW 65<sup>th</sup> Ave**  
**PARCEL NO. Tract Z-1**

**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 26 day of November 2019, 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:

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<u>NATURE OF ENCUMBRANCE</u>	<u>RECORD DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
Easement	09/07/1982	Richman Boca Dunes Development, LLC	FP&L	3787/1387

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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:**

**County:**

**SHARON R. BOCK**  
CLERK & COMPTROLLER

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

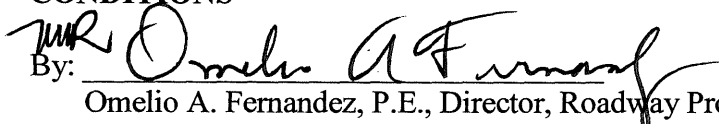
By: \_\_\_\_\_  
Clerk (or Deputy Clerk)

By: \_\_\_\_\_  
Dave Kerner, 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

Print Name: Michelle M. Kahmann

By: Samantha J. Saucier

Samantha J. Saucier  
Corporate Real Estate Manager

By: Colleen Sementelli

Print Name: \_\_\_\_\_

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 26<sup>th</sup> day of NOV, 2019.

My Commission Expires:

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

Printed Name: \_\_\_\_\_







947 CLINT MOORE ROAD  
BOCA RATON, FLORIDA 33487

SURVEYING & MAPPING  
CERTIFICATE OF AUTHORIZATION NO. LB7264

TEL: (561) 241-9988  
FAX: (561) 241-5182

**EXHIBIT A**  
**SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)**  
**RESIDENCES AT BOCA DUNES PUD - TRACT Z-1**

**LEGAL DESCRIPTION**

ALL OF TRACT Z-1, "RESIDENCES AT BOCA DUNES P.U.D.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK AT PAGE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 8255 SQUARE FEET, MORE OR LESS.

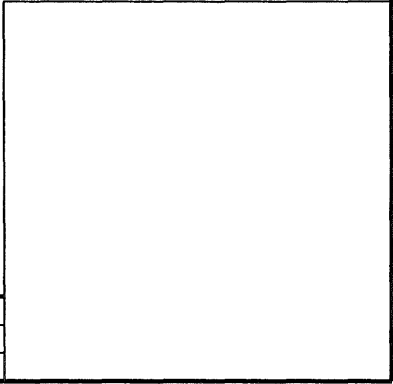
**NOTES**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. SCHEDULE B-II EXCEPTIONS LISTED IN TITLE COMMITMENT NO. 125557-09003, AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED: AUGUST 16, 2019 AT 11:00 PM, ARE SHOWN HEREON. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS OFFICE. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR AND ARE NOT SHOWN ON THIS SURVEY.
3. BEARINGS SHOWN ARE BASED ON SAID STATE PLANE COORDINATE SYSTEM, BASED ON DATA GATHERED FROM PALM BEACH COUNTY CONTROL POINTS PBF84 & FREDDY. A DIRECT LINE FROM PBF 84 TO FREDDY BEARS SOUTH 62° 16' 39" WEST.  
COORDINATES SHOWN ARE GRID  
DATUM = NAD 83 1990 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNIT = US SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE  
TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND, UNLESS OTHERWISE NOTED  
SCALE FACTOR = 1.000021  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
NAD 83 1990 ADJUSTMENT, FLORIDA EAST ZONE

**CERTIFICATION**

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

  
-----  
JEFF S. HODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111



PROJECT NAME:		DATE 8/22/2019
BOCA DUNES NORTH	DWG BY: JSH	REV 10-7-19
JOB NO. 18142	CK'D BY: GY	SHEET 1 OF 4

# PERIMETER

947 CLINT MOORE ROAD  
BOCA RATON, FLORIDA 33487

SURVEYING & MAPPING  
CERTIFICATE OF AUTHORIZATION NO. LB7264

TEL: (561) 241-9988  
FAX: (561) 241-5182

## EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

### ABBREVIATIONS

L	=	ARCLength
CONC.	=	CONCRETE
COR.	=	CORNER
D	=	DELTA (CENTRAL ANGLE)
D.E.	=	DRAINAGE EASEMENT
L.B.	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
P.B.C.R.	=	PALM BEACH COUNTY RECORDS
PG.	=	PAGE
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R/W	=	RIGHT-OF-WAY
U.E.	=	UTILITY EASEMENT
B.E.	=	BUFFER EASEMENT

JOB NO.	18142	PROJECT NAME:	DWG BY:	JSH	SCALE:	1"=40'
		BOCA DUNES NORTH	CK'D BY:	GY	8/22/2019	SHEET 2 OF 4

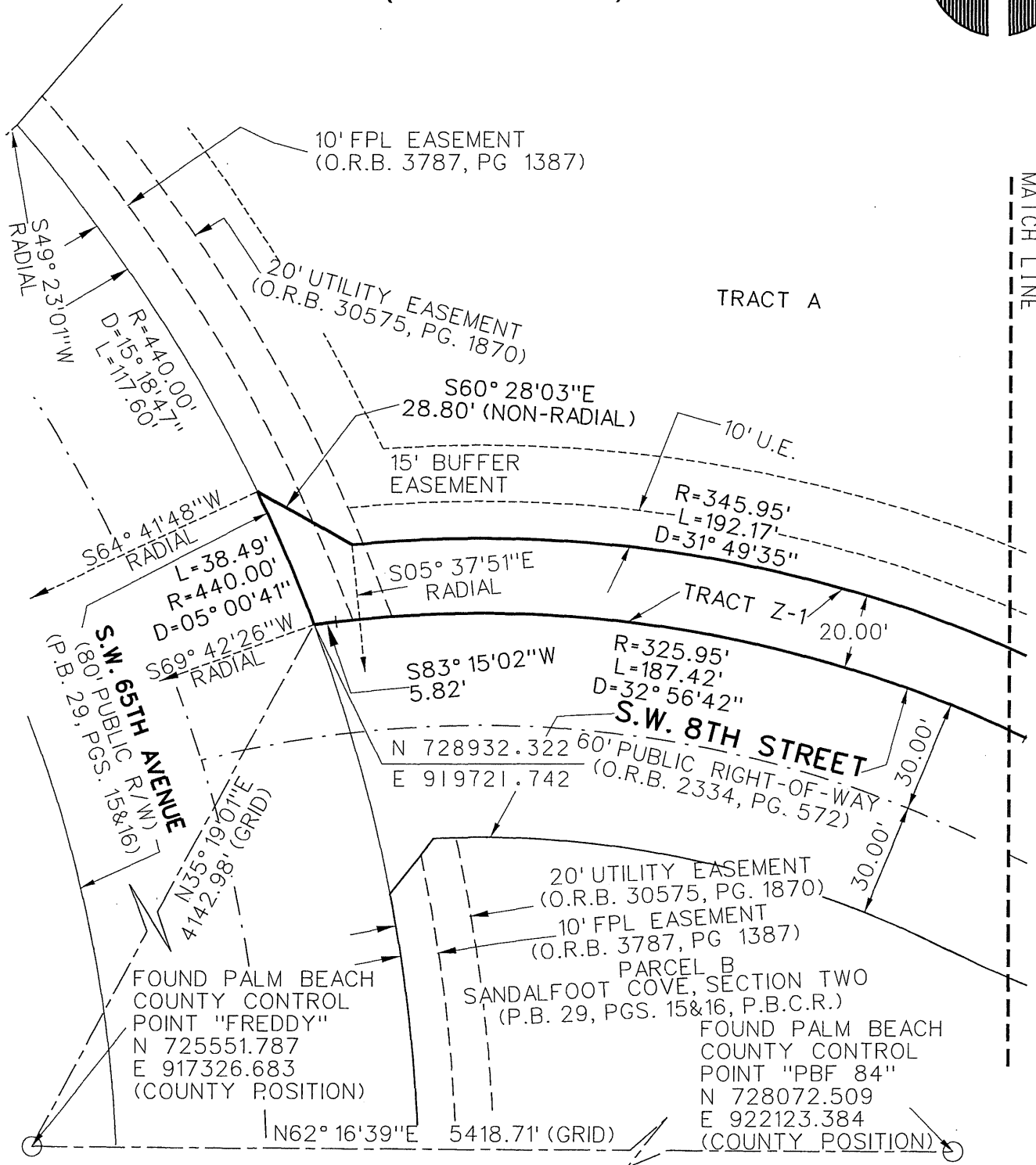
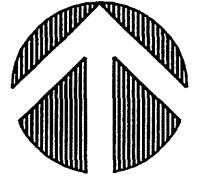
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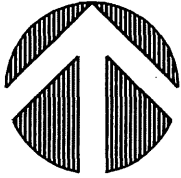
JOB NO. 18142	PROJECT NAME: BOCA DUNES NORTH	DWG BY: JSH	SCALE: 1"=40'
	CK'D BY: GY	8/22/2019	SHEET 3 OF 4

# PERIMETER

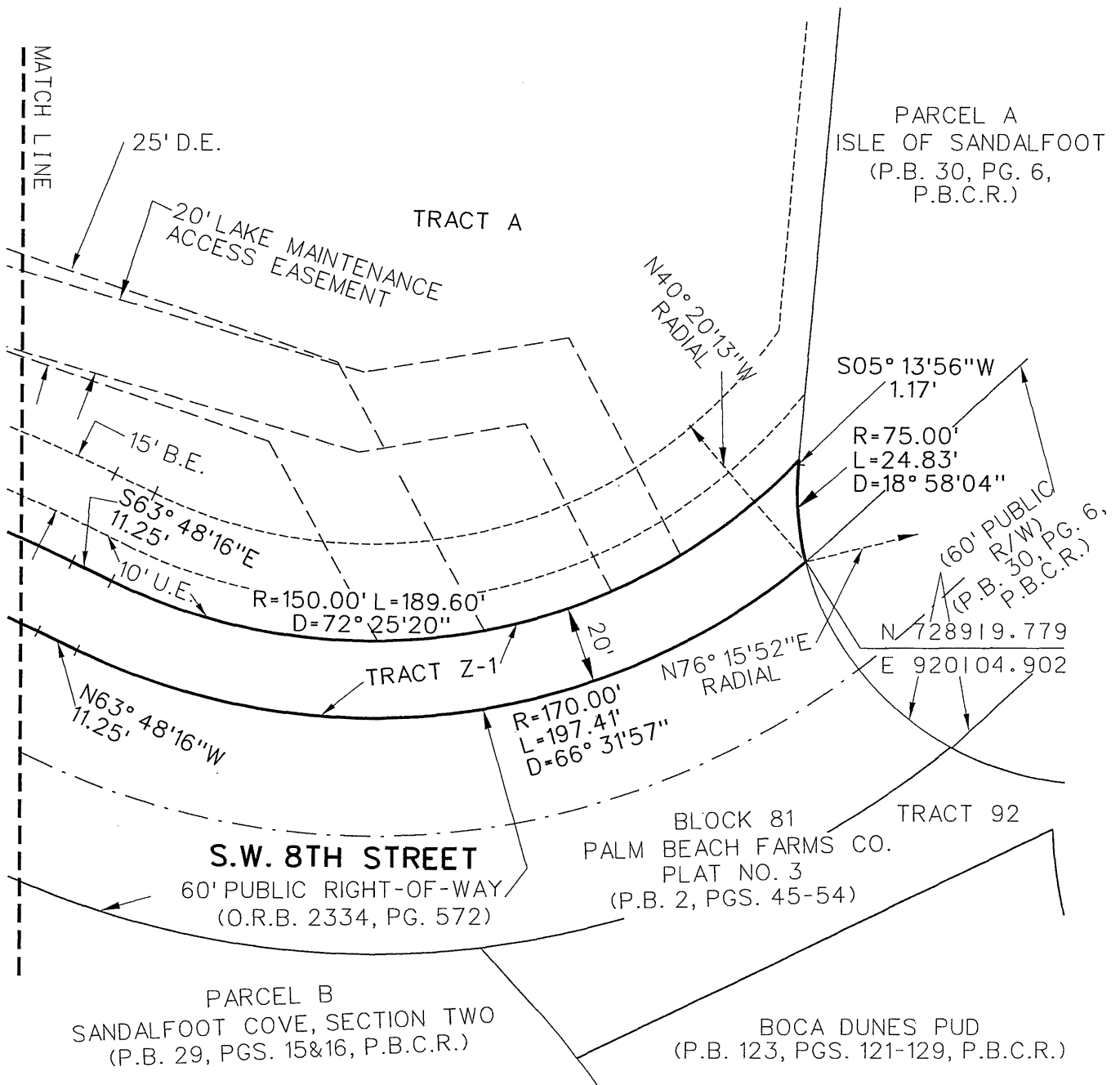
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## EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



JOB NO. 18142	PROJECT NAME: BOCA DUNES NORTH	DWG BY: JSH	SCALE: 1"=40'
		CK'D BY: GY	8/22/2019 SHEET 4 OF 4