

#### PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

Meeting Date:	August 25, 2020	[X] []	Consent Workshop	Provide the second state in the second state is a second state in the second state is a second stat
Submitted By:	Department of Airports			
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# I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Utility Easement Agreement (Easement) with Florida Power & Light Company (FPL) for facilities on County-owned property on the south side of the Palm Beach County Park Airport (Lantana Airport).

Summary: The Easement will provide for electric utilities and communications to serve hangar and support facilities on the south side of the Lantana Airport. FPL is providing electric utility service and requires an easement. Countywide (AH)

Background and Justification: The Easement area is irregular in size and dimension, and encompasses a total of approximately 47,508 square feet (1.096 acres) and will provide electrical and communication facilities to hangar and support facilities on the south side of the Lantana Airport. The Easement enables FPL to permit other utility providers to use the Easement for communication purposes. 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: <u>Pw</u> <u>Augus</u> <u>Bubu</u> Department Director	7-14-20
Department Director	Date

**Approved By:** 

County Administrator

7/23/2020 Date

## **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County)	)				
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	0		0	<u>    0    </u>	0
ls Item Included in Currer Does this item include th					
Budget Account No: F Reportin	und Depand ng Category			RSource	*

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

No fiscal impact.

C. Departmental Fiscal Review:

## **III. REVIEW COMMENTS**

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

17 OFME

Contract Dev. and Control 7-70-7070

**B. Legal Sufficiency:** 

7-22-2020 Assistant County

- 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:** Prepared by and return to: Ray Walter, Deputy Director Palm Beach County Dept. of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406

A portion of PCN 00-43-44-31-00-000-1010 Palm Beach County Park Airport ("LNA") Southside Hangars

#### 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 <u>Exhibit "A"</u> 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.

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#### 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 County Park Airport ("Lantana Airport"); interfere with air navigation and/or communication facilities serving the Lantana Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Lantana Airport and hereby releases Grantor from any and all liability for the same.

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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: SHARON R. BOCK CLERK & COMPTROLLER**

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

By:\_

Deputy Clerk

By:\_ Dave Kerner, Mayor

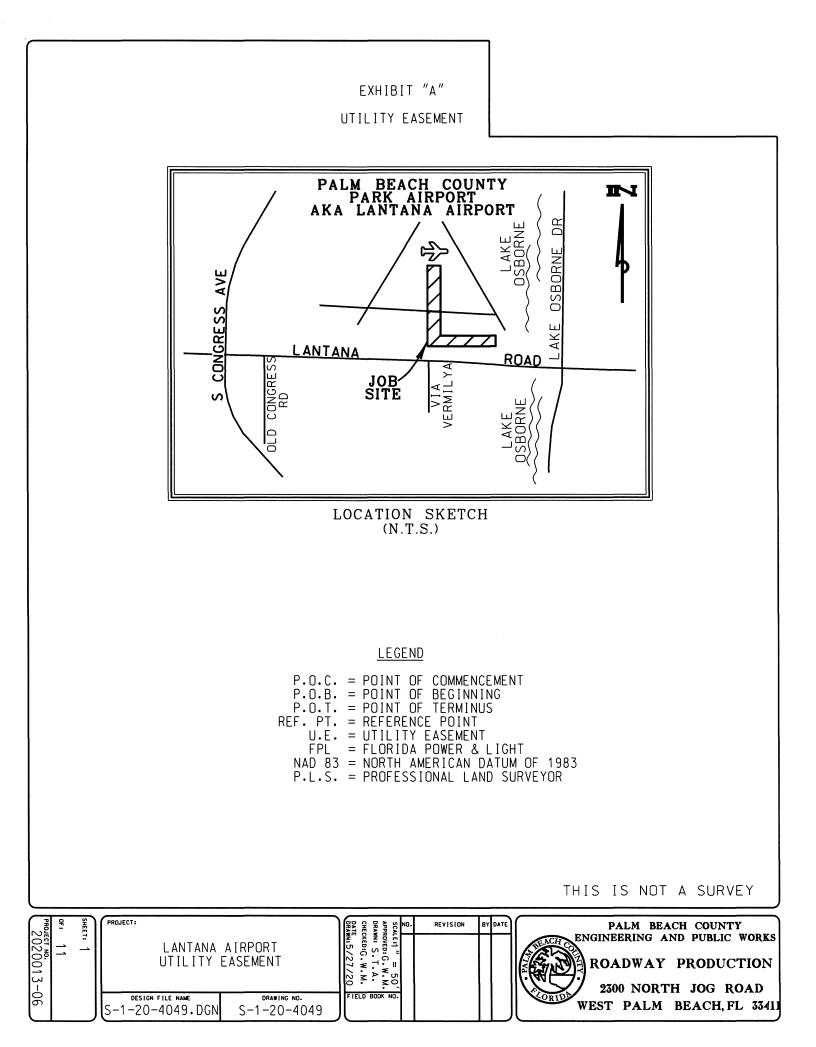
#### **APPROVED AS TO FORM** AND LEGAL SUFFICIENCY

By: anne de Assistant County Attorney

## **APPROVED AS TO TERMS** AND CONDITIONS

By: Department Director Le Ru

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THIS IS NOT A SURVEY

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES BEING A PORTION OF THE PALM BEACH COUNTY PARK AIRPORT (AKA LANTANA AIRPORT) PROPERTY, LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND FOR UTILITY EXEMENT PUPPOSES BEING A PORTION OF THE PALM BEACH COUNTY PARK ARROWT LANKLANTANA ARROWTLP PROFENSION LINK SCITION 32, THENCE SOUTH BATE ALL BALE AST. PALM BEACH COUNTY - LORIDA, BELING WORE PARTICULARY DESCRIPED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORPRED FOR SAID SECTION 32, THENCE SOUTH BATE?'14TAST ALONG THE SOUTH LINE OF SAID SECTION 12X. A DISTANCE OF SAID SECTION 32, THENCE SOUTH BATE?'14TAST ALONG THE SOUTH LINE OF SAID SECTION 12X. A DISTANCE OF SAID SECTION 32, THENCE SOUTH BATE?'14TAST ALONG THE SOUTH LINE OF SAID SECTION LINK. A DISTANCE OF SAID SECTION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TEAMSFORTATION RIGHT-OF WAY AND DISTANCE OF SUS 30 FEET: THENCE MORTH DEPARTMENT OF TEAMSFORTATION RIGHT-OF WAY AND DISTANCE OF SUS 30 FEET: THENCE MORTH DEPARTMENT OF TEAMSFORTATION RIGHT DEPARTMENT DISTANCE OF SUS 30 FEET: THENCE MORTH DEPARTMENT OF TAXES OF TEAMSFORTATION RIGHT DISTANCE OF 2015 AGE SEAT A DISTANCE OF ASID SEAT DISTANCE OF 2015 AGE SEAT A DISTANCE OF TAXES OF TEAMSFORTATION RIGHT DEPARTMENT DISTANCE OF 2015 AGE SEAT AD DISTANCE OF TAXES OF TAXES OF TAXES OF TAXES DISTANCE OF 2015 AGE SEAT AD DISTANCE OF TAXES ADISTANCE OF TAXES OF TAXES DISTANCE OF 20 PROJECT: LANTANA AIRPORT UTILITY EASEMENT SHEET: 2 OF: 11 ROJECT 2020013-06 DRAWING S-1-20-4049

FEET; THENCE SOUTH 00°39'02" WEST, A DISTANCE OF 51.10 FEET; THENCE SOUTH 04°01'01" WEST, A DISTANCE OF 61.31 FEET; THENCE SOUTH 30°24'35" WEST, A DISTANCE OF 13.54 FEET; THENCE SOUTH 43°51'09" WEST, A DISTANCE OF 16.08 FEET; THENCE SOUTH 05°26'07" WEST, A DISTANCE OF 3.85 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID LANTANA ROAD; THENCE NORTH 88°27'13" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.02 FEET; THENCE NORTH 05°26'07" EAST, A DISTANCE OF 8.01 FEET; THENCE NORTH 43°51'09" EAST, A DISTANCE OF 18.38 FEET; THENCE NORTH 30°24'35" EAST, A DISTANCE OF 10.02 FEET; THENCE 04°01'01" EAST, A DISTANCE OF 58.67 FEET; THENCE NORTH 00°39'02" EAST, A DISTANCE OF 51.58 FEET; THENCE NORTH 09°29'10" EAST, A DISTANCE OF 25.99 FEET; THENCE NORTH 38°59'26" EAST, A DISTANCE OF 17.59 FEET; THENCE NORTH 89°21'19" WEST, A DISTANCE OF 89.96 FEET; THENCE NORTH 82°40'53" WEST, A DISTANCE OF 38.51 FEET; THENCE SOUTH 53°26'46" WEST, A DISTANCE OF 22.59 FEET; THENCE SOUTH 82°22'50" WEST, A DISTANCE OF 34.74 FEET; THENCE NORTH 83°04'48" WEST, A DISTANCE OF 44.36 FEET; THENCE NORTH 89°20'21" WEST, A DISTANCE OF 32.59 FEET; THENCE SOUTH 82°20'21" WEST, A DISTANCE OF 27.67 FEET; THENCE NORTH 79°18'02" WEST, A DISTANCE OF 59.17 FEET; THENCE NORTH 89°30'23" WEST, A DISTANCE OF 73.65 FEET; THENCE NORTH 83°37'06" WEST, A DISTANCE OF 10.3.12 FEET; THENCE NORTH 88°56'10" WEST, A DISTANCE OF 30.63 FEET; THENCE SOUTH 12°27" WEST, A DISTANCE OF 23.78 FEET; THENCE NORTH 88°56'10" WEST, A DISTANCE OF 77.15 FEET; THENCE SOUTH 12°2.56 FEET; THENCE NORTH 88°27'13" WEST, A DISTANCE OF 12.56 FEET; THENCE NORTH 88°27'13" WEST, A DISTANCE OF 12.56 FEET; THENCE NORTH 88°27'13" WEST, A DISTANCE OF 12.56 FEET; THENCE SOUTH 16°31'51" WEST, A DISTANCE OF 12.56 FEET; THENCE SOUTH 00°18'08" EAST, A DISTANCE OF 77.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 71.05 HEGINING.

#### TOGETHER WITH: AN AREA FORMING THE NORTH, EAST AND WEST SIDES OF A PORTION OF THE ABOVE DESCRIBED EASEMENT:

BEGINING AT AFORMENTIONED REFERENCE POINT "A"; THENCE NORTH 80°34'36" EAST, A DISTANCE OF 10.14 FEET TO THE POINT OF BEGINING; THENCE NORTH 80°34'36" EAST, A DISTANCE OF 119.64 FEET; THENCE SOUTH 11°26'27 WEST, A DISTANCE OF 28.93 FEET; THENCE SOUTH 47°55'30" WEST, A DISTANCE OF 48.89 FEET; THENCE SOUTH 27°09'00" WEST, A DISTANCE OF 28.54 FEET; THENCE SOUTH 16°31'51" WEST, A DISTANCE OF 14.96 FEET; THENCE SOUTH 00°18'08" EAST, A DISTANCE OF 61.19 FEET; THENCE NORTH 18°47'43" WEST, A DISTANCE OF 152.23 FEET TO THE POINT OF BEGINING.

#### ALSO TOGETHER WITH: A 10.00' UTILITY EASEMENT

ALSO TOGETHER WITH: A 10.00' UTILITY EASEMENT COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 88°27'14" EAST ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 369.00 FEET; THENCE NORTH 01°32'47" EAST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 117.22 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID LANTANA ROAD AND THE POINT OF BEGINING; THENCE NORTH 01°23'26" EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°04'33" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°23'26" WEST, A DISTANCE OF 45.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID LANTANA ROAD, SAID RIGHT-OF-WAY LINE BEING A NON TANGENT CURVE CONCAVE TO THE SOUTH, WHOSE RADIUS PONT BEARS SOUTH 00°55'48" WEST HAVING A RADIUS OF 46,938.28 FEET, THENCE ALONG SAID CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 00°00'44" AND AN ARC LENGTH OF 10.01 FEET TO THE POINT OF BEGINING.

PARCEL CONTAINS 47,508 SQUARE FEET OR 1.0906 ACRES MORE OR LESS.

		THIS IS NOT A SURVEY
PROJECT 2020013-06 DRAWING S-1-20-4049	PROJECT:	LANTANA AIRPORT UTILITY EASEMENT SHEET: 3 OF: 1

#### SURVEYOR'S NOTES

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF SOUTH 88°27'14" EAST ALONG THE SOUTH LINE OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AS SHOWN ON THIS DRAWING AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

EASEMENT LOCATION BASED ON THE UNDERGROUND UTILITY AS-BUILT DRAWING DONE BY WEST SURVEY SERVICES, LLC. ( PROJECT NO. 424394.37/.91 DATE OF LAST FIELD WORK 11-18-2019)FOR CH2MHILL AND PROVIDED TO THIS OFFICE BY PALM BEACH COUNTY DEPARTMENT OF AIRPORTS THIS OFFICE CAN NOT CONFIRM IF ALL UNDERGROUND LOCATES BY OTHERS ARE CORRECT.

THIS IS NOT A SURVEY.

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.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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 = 1.000044391 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

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

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE FLORIDA 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 PLS FLORIDA CERTIFICATE NO. 5304

5/28/20 DATE

LANTANA AIRPORT UTILITY EASEMENT

PROJECT 2020013-06 DRAWING S-1-20-4049 PROJECT:

SHEET: 4 OF: 11

