

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	April 20, 2021	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Release of Public Transit Bus Shelter Boarding and Alighting Area Easement (Release) at the request of the Florida Department of Transportation (FDOT) for a road widening project at the intersection of Military Trail and Forest Hill Boulevard in West Palm Beach.

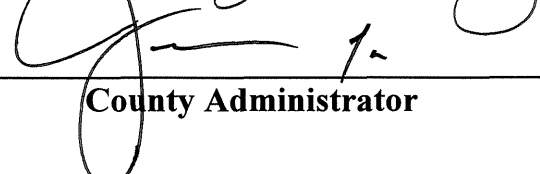
Summary: On October 18, 2016, My Incentive, LLC (LLC) granted Palm Beach County (County) a Public Transit Bus Shelter Boarding and Alighting Area Easement (Easement) over an area 10 feet in width by 15 feet in length and containing approximately 150 square feet (Easement Area), as recorded on November 28, 2016, in Official Record Book 28726, Page 96, in the Public Records of Palm Beach County. Said Easement Area is located along LLC's western property boundary abutting the east side of South Military Trail, and lying approximately 290 feet north of Forest Hill Boulevard. Pursuant to a Stipulated Order of Taking dated September 4, 2020, FDOT acquired a strip of land for roadway purposes along the western portion of LLC's property which includes the Easement Area. On May 20, 2020, FDOT had requested that the County release its interest in the Easement via execution of a Quit Claim Deed and Resolution. It was later determined that only a release of easement was necessary and would be sufficient to release the County's interest. Palm Tran has reviewed FDOT's request and has no objection to the Release. **(Property & Real Estate Management) District 2 (HJF)**

Background and Justification: The Easement Area was included in property acquired by FDOT from LLC for a road project at the intersection of Military Trail and Forest Hill Boulevard. The Easement Area is located within the newly acquired property that is needed for the widening of Military Trail. The Release will be recorded in the Public Records of Palm Beach County.

Attachments:

1. Location Map
2. Release of Public Transit Bus Shelter Boarding and Alighting Area Easement (w/Exhibit A)
3. Public Transit Bus Shelter Boarding and Alighting Area Easement (w/Exhibit A)
4. Email dated May 20, 2020 – Re: FDOT's request for Easement's release

Recommended By:  3/17/21
Department Director **Date**

Approved By:  3/29/21
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# 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 _____ Dept _____ Unit _____ Object _____
 Program _____

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

No Fiscal Impact.

Fixed Asset Number N/A

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 3/23/21
 OFMB *[Signature]* 3/22
 LM 3/23

[Signature] 3/25/21
 Contract Development and Control
 3-25-21 TW

B. Legal Sufficiency:

[Signature] 3/26/2021
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

F

E

TWP 44

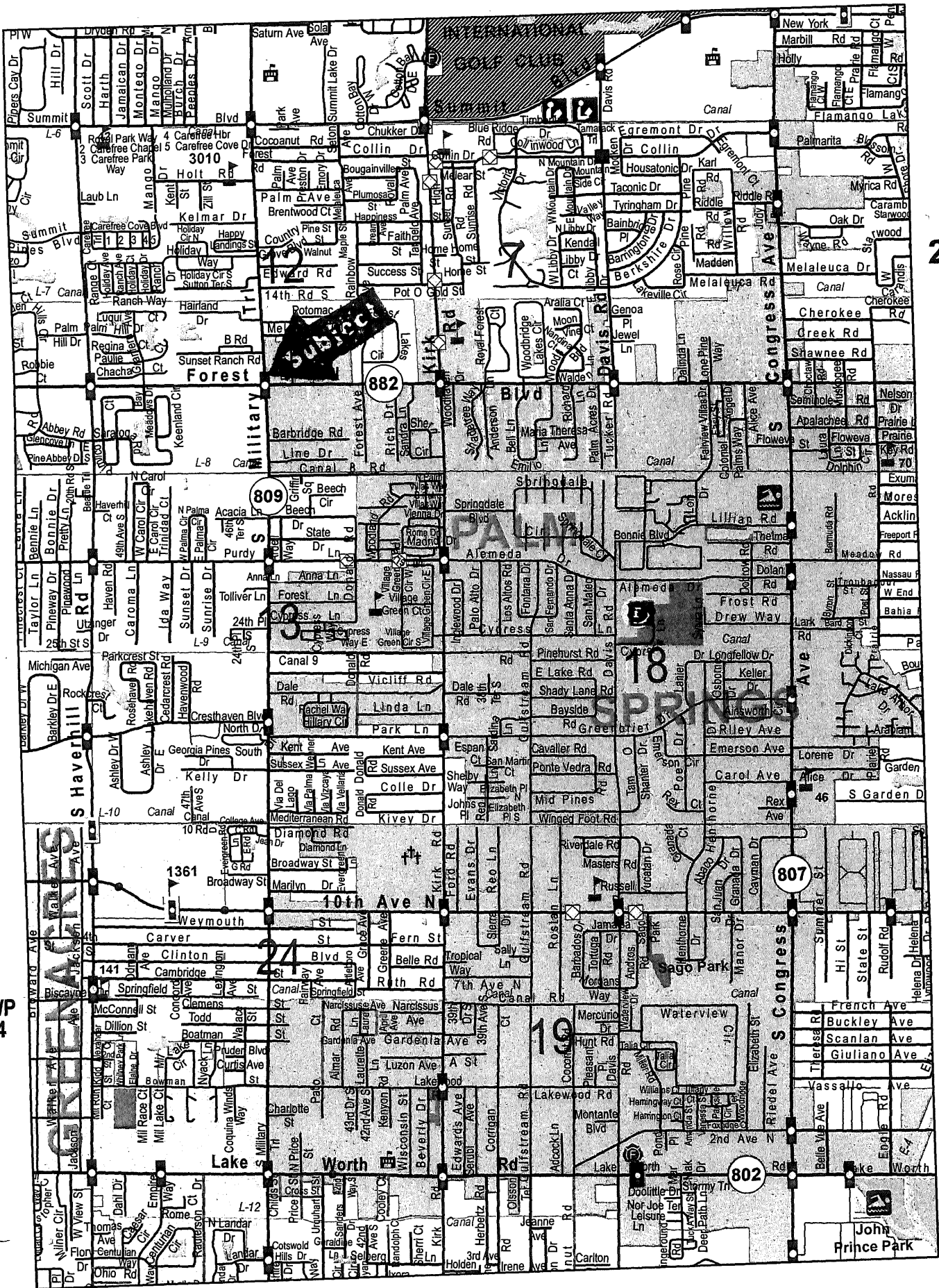
22

44

23

TWP 44

24



RNG 42

RNG 43

ATTACHMENT NO. 1

Location Map - Page 1 of 1

II

ATTACHMENT NO. 2

Release of Public Transit Bus Shelter Boarding and Alighting Area Easement (w/Exhibit A) – 3 Pages

Prepared by & Return to:
Marcel Pessoa, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

PCN: 70-42-44-12-00-000-5460 (portion of)

RELEASE OF PUBLIC TRANSIT BUS SHELTER BOARDING AND ALIGHTING AREA EASEMENT

This Release of Public Transit Bus Shelter Boarding and Alighting Area Easement (“Release”) is made _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners , whose address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 (“County”).

WITNESSETH:

WHEREAS, My Incentive, LLC, a Florida limited liability company (“LLC”) granted County that certain Public Transit Bus Shelter Boarding and Alighting Area Easement dated October 18, 2016 (the “Easement”), as recorded in Official Records Book 28726, Page 0096, of the public records of Palm Beach County, Florida, containing approximately 150 square feet of land legally described in Exhibit “A” attached hereto and made apart hereof (the “Easement Premises”); and

WHEREAS, the Easement Premises were included in property acquired by the State of Florida Department of Transportation (“FDOT”) from the LLC for roadway purposes, pursuant to that Stipulated Order of Taking dated September 4, 2020, as recorded in Official Records Book 31978, Page 161, of the public records of Palm Beach County, Florida; and

WHEREAS, FDOT has requested that County release the Easement.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, County does hereby release the Easement Premises from any rights, privileges and interest held by County under the Easement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County has caused this Release to be executed as of the day and year first above written.

ATTEST:

COUNTY:

**JOSEPH ABRUZZO
CLERK & COMPTRROLLER**

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

**APPROVED AS TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By:  _____
Assistant County Attorney

By:  _____
Department Director

Exhibit "A"
Legal Description

THE SOUTH 15 FEET OF THE NORTH 42 FEET OF THE WEST 10 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 212.3 FEET OF THE NORTH 424.6 FEET OF THE WEST 285.12 FEET OF LOT 4, BLOCK 4, OF PALM BEACH PLANTATIONS, IN SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20, LESS RIGHT-OF-WAY FOR MILITARY TRAIL.

CONTAINING 150 SQUARE FEET, MORE OR LESS.

ATTACHMENT NO. 3

Public Transit Bus Shelter Boarding and Alighting Area Easement (w/Exhibit A) – 7 Pages

Exhibit "G"

RECEIVED

OCT 19 2016



CFN 20160416659

DR BK 28726 PG 0096

RECORDED 11/28/2016 10:11:38

AMT 1.00

Doc Stamp 0.70

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 0096 - 102; (7pgs)

Return To:
Right-of-Way Acquisition Section
Palm Beach County Engineering
P.O. Box 21229
West Palm Beach, FL 33416
Attn:

Acct. No.:

This Instrument Prepared by:
Palm Beach County Attorney's Office
301 N. Olive Ave., Suite 601
West Palm Beach, FL 33401

P.C. No.:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

(Corporation)

Project No.: Legend Plaza

Road:

Parcel No.: 70-42-44-12-00-000-5460

PUBLIC TRANSIT BUS SHELTER BOARDING AND ALIGHTING AREA EASEMENT

THIS IS AN EASEMENT, given this 18th day of Oct, 2016 by My Incentive, LLC, a Florida Limited Liability Company, whose address is 1696 S. Military Trl, West Palm Beach, FL 33415 (referred to herein as the "Grantor"), to Palm Beach County, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, Florida, 33410 (referred to herein as the "County").

Whereas, Grantor owns certain real property situated in Palm Beach County, Florida, which County desires to use as a bus shelter boarding and alighting area; and

Whereas, Grantor has agreed to grant to County an easement to be used by County for a bus shelter boarding and alighting area as further described herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and County hereby agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor hereby grants, bargains, sells and conveys to County, its successors and assigns, a perpetual, exclusive, except as set forth below, and irrevocable easement in gross, in, on, over, under, through, and across the parcel of land, located in Palm Beach County, Florida, legally described on Exhibit "A" attached hereto and incorporated herein by reference (referred to herein as the "Easement Area"), for the construction, installation, maintenance, repair, removal, relocation, improvement, access and use of a public transit bus shelter boarding and alighting area, which may include but is not limited to a transit passenger shelter, seating area, transfer station, trash receptacles, bike racks, advertising, signage, lighting, landscaping, pavers, benches and any other use or activity which reasonably relates to and facilitates the public transit purposes described herein. The easement granted hereunder shall be non-exclusive and subordinate to any public utility easement dedicated to the public, as the term "public utility" is defined in Section 177.031(7)(b), F.S.
3. County shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics, and replace, remove or relocate any improvements located in, upon, over, under, through and across the Easement Area, along with all rights and privileges necessary or convenient for the full benefit and use thereof for the purposes described in this Easement, including but not limited to the right to clear obstructions within and to the Easement Area.

4. Grantor acknowledges that County may contract with third parties for the purposes described in this Easement. County shall have the right to assign, contract with and grant to a third party the exercise of the rights granted to County in this Easement.

5. Grantor shall maintain the Easement Area until County commences the construction of any improvements within or upon the Easement Area. Maintenance by Grantor shall include the removal of any trash, garbage, debris or other waste material and the upkeep of all landscaping and grassy areas, including keeping the grounds free of dangerous conditions. Thereafter, County shall maintain the Easement Area and any improvements it has constructed. Improvements may include but are not limited to transit passenger shelters, seating areas, transfer stations, trash receptacles, bike racks, advertising, signage, lighting, landscaping, pavers, benches and any other physical enhancement which reasonably relates to and facilitates the public transit purposes described in this Easement.

6. All of the benefits, burdens, easements and agreements contained herein shall constitute covenants running with the land, shall be binding upon the Grantor and shall inure to the benefit of County, its successors or assigns, having or hereinafter acquiring any right title or interest in the Easement Area

7. In the event County fails or refuses to perform any term, covenant, or condition of this Easement, Grantor's sole remedy shall be the right of specific performance thereof; provided, however, that the parties do not intend nor shall this Easement be construed so as to require or compel the County to utilize the Easement Area for the purposes described herein.

8. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

9. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and the drafting of this instrument so as to achieve a final agreed upon instrument. Thus, the terms of this Easement shall not be strictly construed against one party in favor of the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions of this Easement and the remainder shall remain in full force and effect.

10. This Easement contains the entire understanding of the parties with respect to the subject matter hereof. No amendment shall be effective unless it is in writing and signed by the Grantor and the County.

11. Grantor hereby covenants with County that Grantor is lawfully seized of the parcel of land referred to herein as the "Easement Area;" that the Easement Area is free and clear of all encumbrances; that Grantor has good right and lawful authority to convey this Easement; and that it hereby fully warrants and shall defend the title to the Easement hereby conveyed against the claims of all other persons whomsoever.

(Remainder of Page Intentionally Left Blank)

(Signature Page for Individual Executing as Member of a Member-Managed LLC
or Manager of a Manager-Managed LLC
Circle one Applicable)

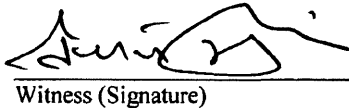
IN WITNESS WHEREOF, the Grantor has executed this Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

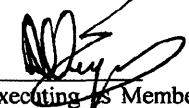
Type or
Print
Name of
Grantor

(Signature of two witnesses required by Florida law)

VIJAY A KUMAR



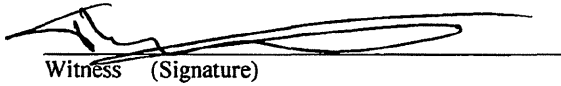
Witness (Signature)

By: (MANAGING MEMBER) 

(Signature of Individual Executing as Member or Manager - Circle one applicable)

Vijay Mishra
Type or Print Name of Witness

By: VIJAY A KUMAR
(Type or Print Name of Individual Executing as Member or Manager - Circle one applicable)



Witness (Signature)

1696 S. Military Trl, WPB 33415
Grantor's Mailing address

Thomas Augustin
Type or Print Name of Witness

(Acknowledgment of Individual Executing as Member or Manager of LLC)

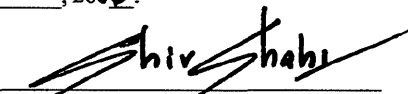
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Vijay Kumar, who is personally known to me or who has/have produced _____ as identification and who did/did not take an oath, executed the foregoing instrument, for the uses and purposes expressed therein, as Member/Manager (circle one applicable) of My Incentive, LLC (insert name of Grantor), a Member-Managed or Manager-Managed Company (circle one applicable).



Notarial Seal

My Commission Expires: June 02, 2019

Signed: 

(Print Name) SHIV SHAHI

Notary Public in and for the County and State aforementioned

(Signature Page for Corporation, Partnership, etc.
Executing as Member of Member-Managed Company or Manager of Manager-Managed Company
Circle one Applicable)

IN WITNESS WHEREOF, the Grantor has executed this Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

Type or Print Name of Grantor

VIJAY A KUMAR


Witness


By: MANAGING MEMBER



(Signature)
(Type or Print Name of Member or Manager -
Circle one applicable)

Vijay Mishra
Type or Print Name of Witness

By: Vijay Kumar
(Signature of Individual
who is Executing on behalf of Member or
Manager)


Witness (Signature)

(Type or Print Name of Individual who is
Executing on Behalf of Member or Manager)

Thomas Augustin
Type or Print Name of Witness

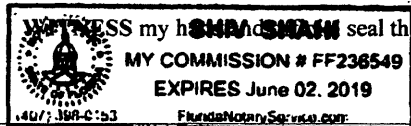
Title of Individual Acting on behalf of Member or
Manager)

1696 S. Military Trl, WPB, FL 33415
Grantor's Mailing Address

(Acknowledgment of Officer/ Individual Acting on Behalf of Corporation, Partnership, etc.
Serving as Member of Member-Managed Company or Manager of Manager-Managed Company)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Vijay Kumar, who is personally known to me or who has/have produced _____ as identification and who did/did not take an oath, executed the foregoing instrument, for the uses and purposes expressed therein, as Managing Member (Individual's Title) of My Incentive, LLC (Name of Entity Serving as Member or Manager) the Member /Manager (circle one applicable) of _____ (insert name of Grantor).



Notarial Seal

Signed: 
SHIV SHAHI

(Print Name)
Notary Public in and for the County and
State aforementioned

My Commission Expires: June 02, 2019

Exhibit A
(Legal Description of Easement Area)

EXHIBIT "A"

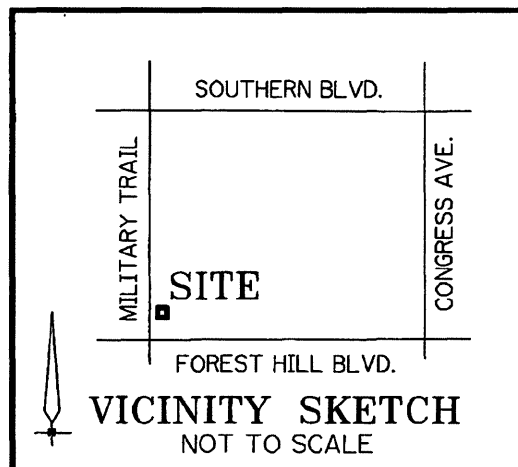
LEGAL DESCRIPTION

PALM TRAN BUS STOP EASEMENT

THE SOUTH 15 FEET OF THE NORTH 42 FEET OF THE WEST 10 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 212.3 FEET OF THE NORTH 424.6 FEET OF THE WEST 285.12 FEET OF LOT 4, BLOCK 4, OF PALM BEACH PLANTATIONS, IN SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20, LESS RIGHT-OF-WAY FOR MILITARY TRAIL.

CONTAINING 150 SQUARE FEET, MORE OR LESS.



DWG # 0404615BSE 1 OF 2

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS PURSUANT TO RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.

BY

DATE: 9/26/16

ROBERT A. BUGGEE, PROFESSIONAL SURVEYOR AND MAPPER NO. 3302, STATE OF FLORIDA
233 E. GATEWAY BLVD., BOYNTON BEACH, FLORIDA, 33435

PREPARED BY:

Bob Buggee, Inc.
the 'SURVEYOR'

561-732-7877

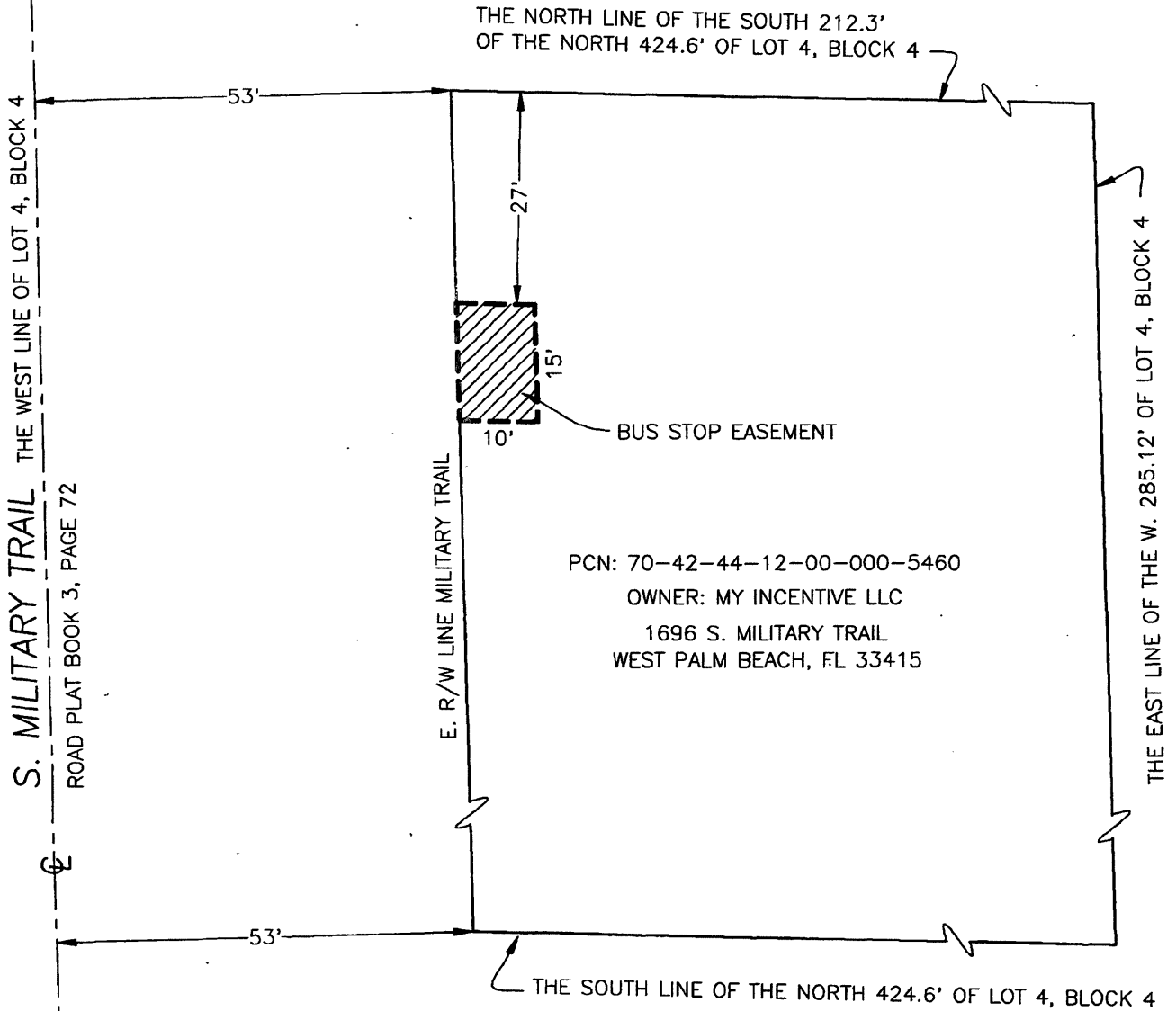
SHEET 1 OF 2

EXHIBIT "A"

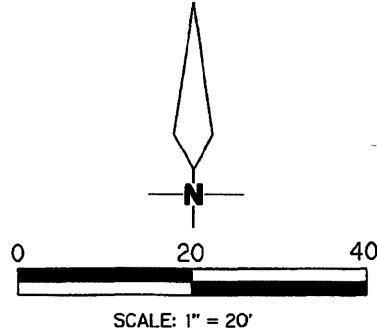
SKETCH OF DESCRIPTION

PALM TRAN BUS STOP EASEMENT

THIS IS NOT A SURVEY



LEGEND
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.O.B. = POINT OF BEGINNING



PREPARED BY:
Bob Buggee, Inc.
the 'SURVEYOR'
561-732-7877
SHEET 2 OF 2

DWG # 0404615BSE 2 OF 2

ATTACHMENT NO. 4

Email dated May 20, 2020 – Re: FDOT’s request for Easement release – Page 1 of 1

Marcel Pessoa

Subject: RE: FDOT Project 4378781 - SR-809/Military Trail @ Forest Hill Blvd - Request to Release Public Transit Easement - Parcel 110.4

From: Ashleigh Schneider
Sent: Wednesday, May 20, 2020 10:56 AM
To: cforbes@pbcgov.org
Subject: FDOT Project 4378781 - SR-809/Military Trail @ Forest Hill Blvd - Request to Release Public Transit Easement - Parcel 110.4

Good Morning Mr. Forbes,

FDOT is in the process of acquiring new right of way for the SR-809/Military Trail @ Forest Hill Blvd project. Planned improvements include constructing second left turn lanes – both northbound and southbound on Military Trail - and constructing dedicated right turn lanes at all four quadrants of the intersection. I am the Department’s Right of Way Consultant for the project.

Per OR Book 28726 Page 96 (see attached), the County has a 10’ X 15’ Public Transit Bus Shelter Boarding & Alighting Area Easement at 1696 S. Military Trail (FDOT Parcel 110). In order to widen Military Trail, new right of way is needed at this location (see attached ROW Map). The new right of way is in the same area as the County’s easement.

In order to obtain clear title to the new right of way, FDOT is requesting the County execute a Quitclaim Deed and Resolution, see attached PDF titled E_110-4.

Please let me know if you need any additional information to process this request.

Thank you,

Ashleigh J. Schneider
Senior Right of Way Agent
American Acquisition Group, LLC



6499 SE Held Court
Stuart, FL 34997
813.586.1374 Cell
www.americanacquisition.com [americanacquisition.com] [nam04.safelinks.protection.outlook.com]
[nam04.safelinks.protection.outlook.com]

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.