

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 23, 2022 [X] Consent [ ] Regular
[ ] Workshop [ ] Public Hearing
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 service to a hangar being constructed on County-owned property on the west side of the Palm Beach International Airport (PBI) under lease to Signature Flight Support Corporation (Signature) (R2016-0560).

**Summary:** The Easement parcel is 20 feet in width and approximately 165 feet in length and connects to an existing FPL easement recorded in the official records at book 30965, page 1474 (R2019-1288). The Easement parcel encompasses a total of approximately 3,323 square feet (0.076 acres) and is entirely within Signature's leasehold. **Countywide (AH)**

**Background and Justification:** The Easement will provide for electric utilities and communications to serve a new hangar facility being constructed by Signature on their leasehold at the northwest corner of PBI. FPL is providing electric utility service and requires an easement. The 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: Paula Laura Bube Department Director Date 7-25-22

Approved By: Paula for County Administrator Date 8/11/22

**II. FISCAL IMPACT ANALYSIS**

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

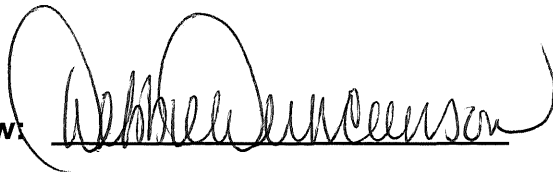
Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<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.






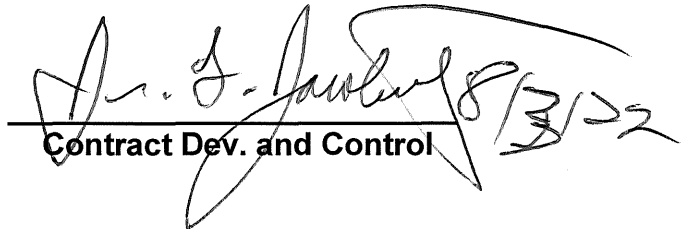
**C. Departmental Fiscal Review:**



**III. REVIEW COMMENTS**

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

  
 \_\_\_\_\_  
 OFMB NA 7/27/22  
 MG 7/27/22

  
 \_\_\_\_\_  
 Contract Dev. and Control 8/3/22

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney 8/11/22

**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:**  
Laura Beebe, 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)

## **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”).

### **W I T N E S S E T H:**

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:**  
**JOSEPH ABRUZZO,**  
**CLERK OF THE CIRCUIT COURT**  
**AND COMPTROLLER**

**PALM BEACH COUNTY, A POLITICAL**  
**SUBDIVISION OF THE STATE OF FLORIDA,**  
**BY ITS BOARD OF**  
**COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

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

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

By: Anne Delmont  
Assistant County Attorney

By: Laura Bube  
Department Director

EXHIBIT A

A FLORIDA POWER & LIGHT EASEMENT IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE ALONG THE NORTH LINE OF SAID SECTION 36, S88°31'29"E FOR 794.25 FEET; THENCE S01°28'31"W FOR 200.40 FEET TO THE SOUTHERLY BOUNDARY OF A TWENTY FOOT WIDE FLORIDA POWER & LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 30965, PAGE 1474 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE S31°19'19"W FOR 60.10 FEET;  
THENCE S50°00'12"E FOR 106.99 FEET;  
THENCE N67°47'26"E FOR 22.61 FEET;  
THENCE N50°00'12"W FOR 100.35 FEET;  
THENCE N31°19'19"E FOR 65.03 FEET TO THE SAID SOUTHERLY BOUNDARY AND NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 710.00 FEET, WHERE THE RADIAL LINE BEARS N17°44'50"W; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2°24'22" FOR 29.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,322 SQUARE FEET (0.076 ACRES), MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED ON S88°31'29"E (GRID, NAD '83, 1990 ADJUSTMENT) ALONG THE NORTH LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST.
- 2) THIS DESCRIPTION IS BASED ON INSTRUCTIONS FROM THE CLIENT, SURVEY PREPARED BY THIS OFFICE AND FPL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 30965, PAGE 1474.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY BROWN & PHILLIPS, INC.

- 3) ABBREVIATIONS:
 

P.O.C. - POINT OF COMMENCEMENT	R - RADIUS
P.O.B. - POINT OF BEGINNING	Δ - CENTRAL ANGLE
ORB - OFFICIAL RECORD BOOK	A - ARC LENGTH
PG. - PAGE	
FPL - FLORIDA POWER & LIGHT	

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 STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.


John E Phillips

Digitally signed by John E Phillips  
Date: 2022.06.01 15:32:25 -04'00'

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

REVISIONS:

E-Mail: info@brown-phillips.com

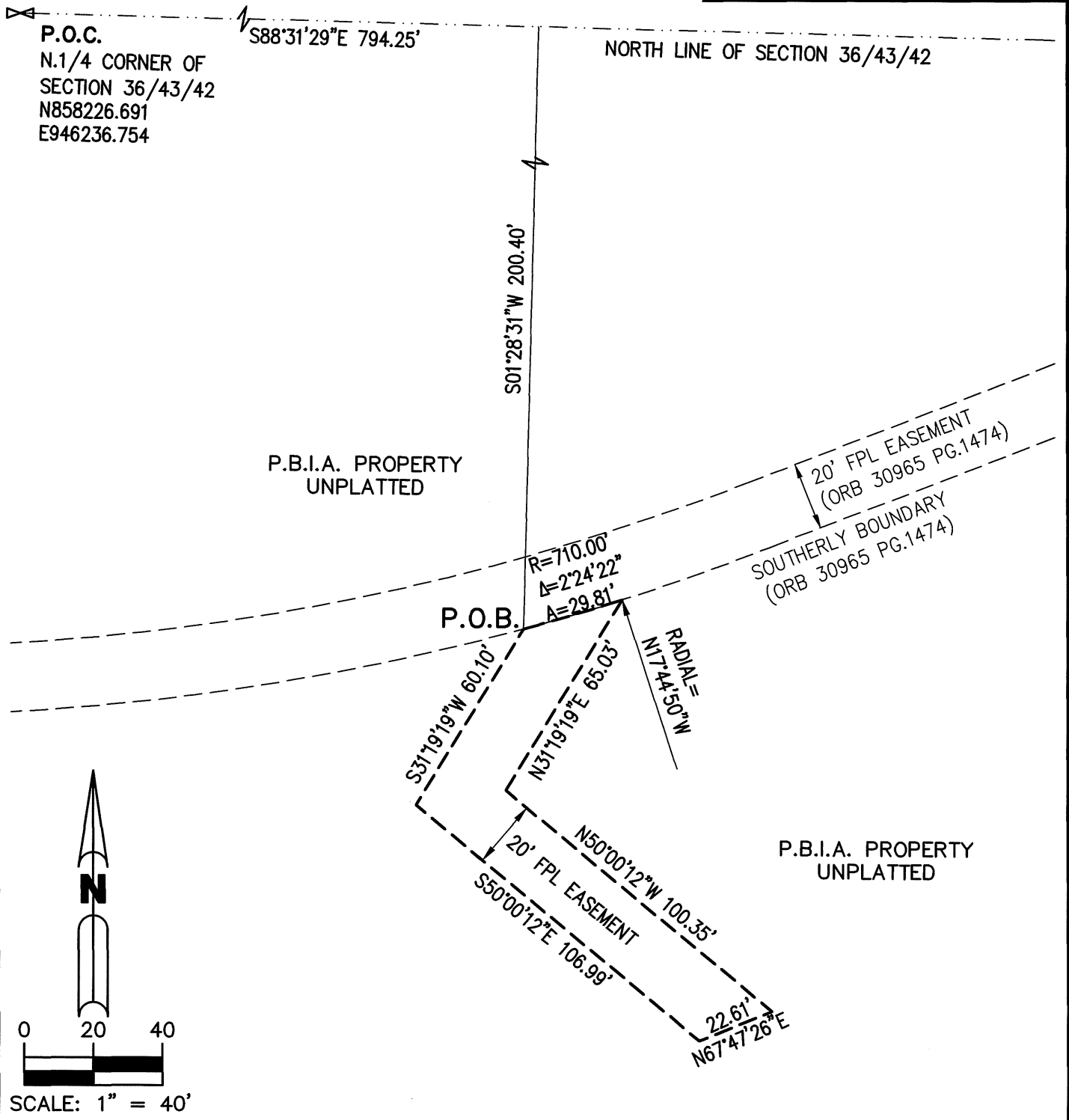


**BROWN & PHILLIPS, INC.**  
PROFESSIONAL SURVEYING SERVICES  
CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE ROAD., SUITE 509,  
WEST PALM BEACH, FLORIDA 33409  
TELEPHONE (561)-615-3988, 615-3991 FAX

**PBIA SIGNATURE AVIATION  
20' FPL EASEMENT  
(THIS IS NOT A SURVEY)**

DRAWN: DKN	PROJ. No. 21-062
CHECKED: JEP	SCALE: NONE
<b>LEGAL DESCRIPTION</b>	DATE: 5/31/22
	SHEET 1 OF 2

EXHIBIT A



S:\2021 drawing files\21-062\1-062\_P.B.I.A. Signature Hanger (Golfview) FPL Easement.dwg, 6/1/2022 3:06:36 PM, DWG To PDF.pc3

E-Mail: info@brown-phillips.com

**B** BROWN & PHILLIPS, INC.  
PROFESSIONAL SURVEYING SERVICES  
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1860 OLD OKEECHOBEE ROAD., SUITE 509,  
WEST PALM BEACH, FLORIDA 33409  
TELEPHONE (561)-615-3988, 615-3991 FAX

<b>P.B.I.A. SIGNATURE AVIATION 20' FPL EASEMENT</b> (THIS SKETCH IS NOT A SURVEY)	
DRAWN: DKN	PROJ. No. 21-062
CHECKED: JEP	SCALE: 1" = 40'
<b>SKETCH TO ACCOMPANY LEGAL DESCRIPTION</b>	DATE: 5/31/22
	SHEET 2 OF 2