## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Meeting Date: July 8, 2025 Consent [X] Regular [ ] Public Hearing [ ]

Department: Water Utilities Department

# I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: (A) approve a Utility Easement (Easement) form for use on Palm Beach County School Board (School Board) property; and (B) incorporate the School Board Easement form into Chapter 3 of the Department's Uniform Policies and Procedures Manual (UPAP).

**Summary:** Easements are required over lands where Palm Beach County Water Utilities Department (PBCWUD) utilities are proposed to be installed. These easements provide PBCWUD staff access to the property for operation and maintenance purposes. The School Board has requested modifications to the standard utility easement language that require approval by the Board of County Commissioners (BCC). These changes include: 1) a requirement that the County promptly re-sod, restore, repair, or replace any damages to the School Board's property caused by the County; and 2) except where emergency circumstances require otherwise, coordination with the School Board's Chief of Operating Officer prior to the construction, maintenance or repair of County's improvements. <u>Countywide</u> (MWJ)

**Background and Justification:** PBCWUD's UPAP contains a standard utility easement form that is utilized in most instances to allow PBCWUD staff access to property to perform normal operations and maintenance to the water and wastewater infrastructure. The School Board Easement form will be utilized in lieu of the standard utility easement form for any proposed utilities installed on property owned by the School Board. The School Board Easement form requires BCC approval as it contains certain non-standard provisions not contained within PBCWUD's standard utility easement.

## Attachments:

1. One (1) School Board Utility Easement Form

Recommended By:

Approved By:

Assistant County Administrator

Date

# II. FISCAL IMPACT ANALYSIS

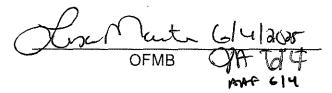
# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match County		0 0 0 0 0	0 0 0 0 0		
NET FISCAL IMPACT	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.: Fund	De	ept	Unit	Object	
Is Item Included in Current Budget?			Yes	No <b>_X</b>	
Does this item include the use of federal funds?			Yes	No <u>X</u>	
Does this item include the use of state funds? Reporting Ca			Yes egory <u>N/A</u>	No <u>X</u>	
B. Recommended Sources of Funds/Summary of Fiscal Impact:					

No Fiscal Impact

C. Department Fiscal Review: OOM III. REVIEW COMMENTS

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



9 M 25 Contract Development and Contro 26 6/5/25

Β. Legal Sufficiency Assistant County Attorney

C. Other Department Review:

Department Director

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

Prepared by and Return to: Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard, ATTN: Plan Review, Engineering Section West Palm Beach, Florida 33413

[Insert Location]

### UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by The School Board of Palm Beach County Florida (hereinafter referred to as "Grantor"), whose address is 3661 Interstate Park Road North Suite 200, Riviera Beach, Florida 33404, to Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

### WITNESSETH

That Grantor, for and in consideration of the mutual benefits and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement ("Easement") which shall permit Grantee authority to enter upon the property of the Grantor at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises (the "Easement Premises"). The Easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

## SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

In the event that damage to the Easement Premises, Grantor's surrounding property or Grantor's improvements on the Easement Premises or Grantor's surrounding property is caused by Grantee, its employees or agents, Grantee shall, promptly re-sod, restore, repair or replace the damaged property or improvements using materials of like kind or quality.

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is undertaken while school is in session, Grantee shall ensure that, during and as a result of work, Grantor's existing driveways, traffic stacking areas, bus loops and parking lots and pedestrian walkways, shall remain open and passable at all times by the Grantor's pedestrians and vehicles, including school buses.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages that are prior in right and dignity to this Easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Witnesses:

**GRANTOR:** 

School Board of Palm Beach County, Florida

Sign

Print

, Superintendent

Sign

Print

## (BOARD SEAL)

Reviewed and Approved For Legal Sufficiency

School Board Attorney

#### NOTARY CERTIFICATE

#### STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_\_, as Superintendent of the School Board of Palm Beach County, Florida, who is personally known to me.

My Commission Expires:

Notary Signature

Typed, Printed or Stamped Name of Notary

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# [ALTERNATIVE SIGNATURE BLOCK TO BE USED WHEN THE EASEMENT WILL BE EXECUTED BY THE SCHOOL BOARD CHAIR AND SUPERINTENDENT]

Witnesses as to Both:	GRANTOR: School Board of Palm Beach County, Florida		
Sign			
	, Chair		
Print			
	, Superintendent		
Sign			
Print			
(BOARD SEAL)			
Reviewed and Approved			

For Legal Sufficiency

School Board Attorney

#### NOTARY CERTIFICATE

#### STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_\_ and \_\_\_\_\_, Chair and Superintendent, respectively, of the School Board of Palm Beach County, Florida, who are personally known to me.

My Commission Expires:

Notary Signature

Typed, Printed or Stamped Name of Notary

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