Agenda Item: 3F2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April				[] Regular [] Public Hearing
Department:				[]
Submitted By: Depar	rtment of Airports			
Submitted For:		·		
	<u>I. EXECU</u>	TIVE BRIE	<u></u>	
Easement with Palm I operation of a noise	Beach Atlantic Univers monitoring station on	ity (PBAU) PBAU pro	for the insta operty in the	Noise Monitoring Station Ilation, maintenance and Vedado neighborhood each International Airpor
and maintenance of a	a noise monitoring sta f the Vedado neighbo	ation that v orhood, loca	will provide re ated east of	the installation, operation eadings of airport noise PBIA, north of Southerr
records readings of so north of 1025 Paseo I easement includes an easement and non-ve PBAU signed the eas Premises contains ap Premises contains ap City park, being built a PBAU upon completio	ound levels. The ease Morella, and north of the access and utility ease chicular access from Posement on June 16, 2 oproximately 25 square proximately 393 square as part of PBAU's Athleton of PBAU's construct City Resolution 173-11	ment is locather norther sement to Paseo Anda 2011. The efeet, and efficient Completion, the Cit	ated on PBAI n terminus of provide conn alusia to the I Noise Monit d the Access cause the sit ex, which will ny approved a	pole-mounted device that U's property immediately of Paseo Andalusia. The ection to a platted utility noise monitoring station toring Station Easement and Utilities Easement will be part of a future be deeded to the City by a Consent and Joinder of consenting and joining in
Attachments:				
1. Noise Monitor	ring Station Easement	(3)		
Recommended By	Department	ll, Director		3 / 2 // 2 Date
Approved By:	County Adm	ninistrator) (V6) Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact:				
Fiscal Years	<u>2012</u>	<u>2013</u>	2014	<u>2015</u>	<u>2016</u>
Capital Expenditures Operating Costs Operating Revenues External Revenues (Grants) In-Kind Match (County) Operating Costs		e below			
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	* **				
Is Item Included in Current Bu Budget Account No: Fund Repor	dget? Y Depa ting Catego	es No artment ory	Unit	Object	_
B. Recommended Sources ofNo fiscal impact.	Funds/Sun	nmary of Fisca	al Impact:		
C. Departmental Fiscal Review	w: (v	<u>u Sui</u>	<u> </u>		
	III. REVIE	W COMMENTS	<u>8</u>		
A. OFMB Fiscal and/or Contra	ct Develop	ment and Con	trol Comme	nts:	
OFMB VR 3 10/12/2	SIN 2013		Contract 3-20-6	Dev. and Co	ntrol 3 BOS BO
B. Legal Sufficiency:	719				
Assistant County Attorney	112				
C. Other Department Review:					
Department Director	_				

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT) Prepared by & Return to: Laura Beebe, Deputy Director, Airports Business Affairs Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406

Property Control Number: 74-43-43-33-44-016-0010 (portion)

WPB CONTRACT # 10550

Res. 173-11

NOISE MONITORING STATION EASEMENT

THIS NOISE MONITORING STATION EASEMENT (this "Easement") is made this day of June , 201(, between PALM BEACH ATLANTIC UNIVERSITY, INC., a Florida not-for-profit corporation, whose legal mailing address is 901 South Flagler Drive, West Palm Beach, Florida 33401, (hereinafter referred to as "Grantor"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, County is the owner and operator of the Palm Beach International Airport; and

WHEREAS, Grantor has agreed to grant County an easement for installation of a noise monitoring station to monitor aircraft noise; and

WHEREAS, the City of West Palm Beach, a Florida municipal corporation, ("City") is the contract purchaser of the parcels of land legally described and referred to as the "Easement Premises" (as hereinafter defined), and the City agrees and consents to the granting of the Easement provided for herein.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

- 1. Grantor does hereby grant to County, a perpetual exclusive easement in gross for the purposes of installing, operating, maintaining, repairing, replacing and improving a noise monitoring station and all associated equipment, facilities and appurtenances, including fencing and landscaping, ("Noise Monitoring Station") over, upon, under, across or within that parcel of land located in Palm Beach County, Florida, legally described in **Exhibit "A"**, attached hereto and incorporated herein (the "Noise Monitoring Station Easement Premises").
- 2. Grantor does hereby grant to County, a perpetual non-exclusive access and utility easement over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida, legally described in **Exhibit "B"**, attached hereto and incorporated herein (the "Access and Utilities Easement Premises"), for the purpose of giving County access to the Noise Monitoring Station Easement Premises and for the installation, operation, maintenance, repair and replacement of all utilities necessary for the operation of the Noise Monitoring Station. The Noise Monitoring Station Easement Premises and Access and Utilities Easement Premises shall collectively be referred to herein as the "Easement Premises".

- 3. County shall maintain the Noise Monitoring Station Easement Premises and shall keep the Easement Premises free from trash, debris and safety hazards following any use of the Easement Premises. County shall use the Easement Premises in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Premises or use thereof as herein provided. Any damage to the Easement Premises caused by County, its agents, employees or contractors, shall be promptly repaired by County. County shall have the right to cut and remove trees, brush and undergrowth from the Easement Premises and to remove any other obstructions that might interfere with the operation or maintenance of the Noise Monitoring Station. County may utilize the services of contractors, consultants or agents in the exercise of its rights under this Easement.
- 4. Grantor retains all rights relating to the Easement Premises not specifically conveyed by this Easement. County agrees to exercise the rights granted hereunder in a commercially reasonable manner in order to minimize the impact upon Grantor's use and enjoyment of the Easement Premises.
- 5. This Easement is for the use and benefit of County, and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.
- 6. All of the benefits, burdens, easements and agreements contained herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of all persons or entities, their respective successors, assigns, heirs, and personal representatives having or hereinafter acquiring any right, title or interest in or to the Easement Premises. County may not assign this Easement.
- 7. 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.
- 8. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to 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 shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.
- 9. County shall indemnify, defend and hold City and its respective commissioners, officers, agents and employees harmless from and against any and all injury, loss, cost, damage, expense, action, threat, demand, suit, proceeding, judgment, or liability of any nature whatsoever arising out of County's negligent or wrongful act or omission in connection with this easement or County's use of the Easement Premises. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.

- 10. County hereby expressly agrees that in the event County 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.
- 11. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

nerematore.	
Signed in the presence of:	GRANTOR:
Signature Signature	Palm Beach Atlantic University Inc By Signature
Print name of witness	Print Signatory's Name
Signature T V	Its: President
Print name of witness	(SEAL)
ATTEST	
(Signature) Print name (Signature) Print name (Signature) Print No. 1 (Signa	
STATE OF FLORIDA] COUNTY OF PALM BEACH]	
The foregoing instrument was acknowledged before by	the President of Palm Beach Atlantic
SUSAN N. VARELLA MY COMMISSION # DD 878328 EXPIRES: April 7, 2013 Bonded Thru Notary Public Underwriters	Notary Public Print Notary Name NOTARY PUBLIC State of Florida at Large My Commission Expires: APLIL 7, 3013
ATTEST: SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:, Chair
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:County Attorney	By: Sen Sell
County Attorney	Department Director

IN WITNESS WHEREOF, the parties have executed this Easement on the date set forth

Page 4

CONSENT AND JOINDER OF CONTRACT PURCHASER

The City of West Palm Beach, a Florida municipal corporation, certifies that it is the contract purchaser of the parcels of land legally described and referred to as the "Easement Premises" in the Noise Monitoring Easement granted by Palm Beach Atlantic University, Inc., to Palm Beach County, and hereby consents and joins in the grant of the Noise Monitoring Easement to Palm Beach County.

day of Sytube, 20_//.	ed has executed this instrument on this
Signed in the presence of:	CITY OF WEST PALM BEACH,
Signature	a Florida municipal corporation By: Walture Municipal Signature
Print name of witness	Geraldine MUOIO Print Signatory's Name
Signature Signature	Its: MAYDR Title
Print name of witness	CITY ATTORNEY'S OFFICE (SE Approved as to form and legal sufficiency
STATE OF FLORIDA] COUNTY OF PALM BEACH]	By: <u>い</u> Date: <u>い</u> 301
The foregoing instrument was acknowledged before by Geraldine Million the MAYO OR who produced take an oath.	me this 2320 day of SEPT, 2011, , who is personally known to me as identification and who did Blauco A Sucks Notary Public
	Print Notary Name NOTARY PUBLIC State of Florida at Large My Commission Expires: BLANCA A. SUAREZ Commission # DD 932178 Expires January 1, 2014 Bonded Thru Troy Fain Insurance 800-385-701

Exhibit "A" Noise Monitoring Station Easement Premises

EXHIBIT "A" PBIA NOISE MONITORING STATION NO.2 - 5' X 5' EASEMENT

A PARCEL OF LAND 5.00 FEET IN WIDTH FOR MONITORING STATION EASEMENT PURPOSES BEING A PORTION OF TRACT "CP-1" OF THE PLAT OF PALM BEACH ATLANTIC UNIVERSITY ATHLETIC CAMPUS, RECORDED IN PLAT BOOK 113, PAGE 182 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 12 OF THE PLAT OF VEDADO, RECORDED IN PLAT BOOK 11, PAGE 21 OF SAID PUBLIC RECORDS, ALSO BEING A PERMANENT REFERENCE MONUMENT (PRM) ON THE SOUTH LINE OF SAID TRACT "CP-1"; THENCE NORTH 00°27'47" EAST ALONG THE NORTHERLY PROLONGATION OF SAID LOT 5 AND TRACT "CP-1", A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 00°27'47" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 88°48'39" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 00°27'47" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 88°48'39" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

SAID EASEMENT CONTAINS 25 SQUARE FEET OR 0.0006 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 88°48'39" WEST ALONG THE SOUTH LINE OF TRACT "CP-1" OF THE PLAT OF PALM BEACH ATLANTIC UNIVERSITY ATHLETIC CAMPUS, RECORDED IN PLAT BOOK 113, PAGE 182 OF THE PUBLIC RECORDS OF 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.

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.

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

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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GLENN W. MARK, P.L.S. FLORIDA CERTIFICATE #5304

4/13/11

HEET: 1 DF: 2 ROJECT ND. 2011013-	PBIA NOISE MONITORING STATION ND.2 - 5'X 5' EASEMENT		NO. REVISION BY DAY NO. REVISION BY DAY REVISED SKETCH GW 4/12 APPROVED: G. W. M. CHEARWITE G. W. M.		BY DATE)	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD
O3	S-1-11-3209-3212	S-1-11-3209	1123 U			WEST PALM BEACH, FL 33411

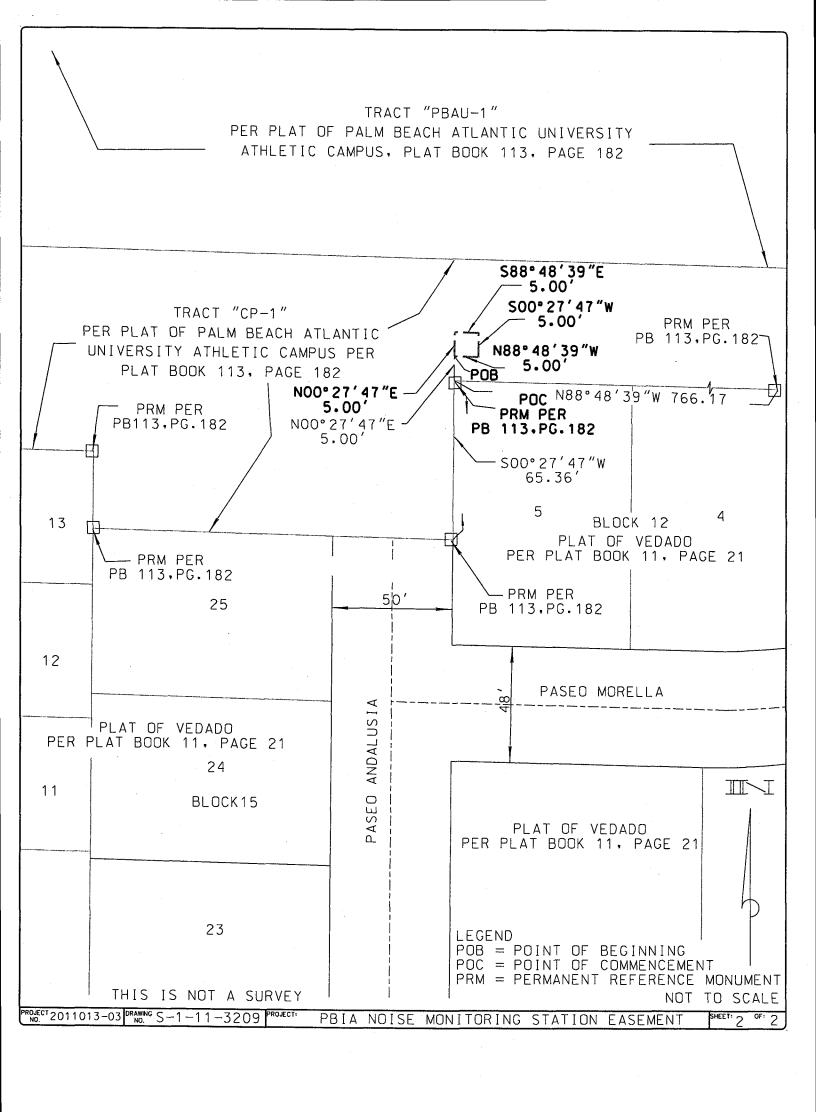


Exhibit "B" Access and Utilities Easement Premises

EXHIBIT "B" PBIA NOISE MONITORING STATION NO.2 - ACCESS & UTILITY EASEMENT

A PARCEL OF LAND 5.00 FEET IN WIDTH FOR ACCESS & UTILITY EASEMENT PURPOSES BEING A PORTION OF TRACT "CP-1" OF THE PLAT OF PALM BEACH ATLANTIC UNIVERSITY ATHLETIC CAMPUS, RECORDED IN PLAT BOOK 113, PAGE 182 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SURVEYOR'S NOTES

SAID EASEMENT CONTAINS 393 SQUARE FEET OR 0.0090 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 88°48'39" WEST ALONG THE SOUTH LINE OF TRACT "CP-1" OF THE PLAT OF PALM BEACH ATLANTIC UNIVERSITY ATHLETIC CAMPUS, RECORDED IN PLAT BOOK 113, PAGE 182 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS SHOWN ON THIS DRAWING AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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GLENN W. MARK, P.L.S. FLORIDA CERTIFICATE #5304 4 28 11 DATE

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13-0			

PBIA
NOISE MONITORING
STATION NO.2 5'ACCESS & UTILITY
EASEMENT

DESIGN FILE NAME DRAWING ND.
S-1-11-3209-3212 S-1-11-3210

DATE	Œ	DRAWN	APPE	SCA	NO.	REVISION	ВY	DATE
N: 03/25/11	CHECKED: N.J.H.	G. ₩. M.	APPROVED: G. W. M.	N.T.S.	1	REVISED LEGAL & SKETCH	СΜ	4/27/ ₁₁
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PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES

2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

