Agenda Item #: 3H-6

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	October 22, 2024	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department:	Facilities Developmer	nt & Operations	

### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Utility Easement Agreement (Easement) in favor of Florida Power and Light (FPL) for above-ground electrical services across a portion of the County-owned property located at 4575 Lyons Road in unincorporated Palm Beach County (Property), which is being developed as the new Fire Rescue Fire Station No. 92 (FS No.92).

Summary: FS No. 92 will be located at 4575 Lyons Road, south of Lake Worth Road, in unincorporated Palm Beach County. Currently, there are above-ground utility lines, the location of which affects and impedes the development of the Property. As part of the development process, FPL is required to relocate the existing electrical service lines and improvements to within five (5) feet of the southern boundary line of the Property. The relocation will allow development of the Property while providing continued service to the neighboring properties. The easement area is approximately 314.92 feet in length and five (5) feet in width, containing approximately 1,575 square feet (0.036 acres). The easement is being granted at no charge. There is no fiscal impact associated with the approval of this agenda item. (Property & Real Estate Management) District 6 (HJF)

Background and Justification: In 1996, the County acquired a 2.09 acre civic site tract from Engle Homes/Palm Beach, Inc. located within the Regency Lakes Estates. FPL currently has overhead lines, poles and an overhead transformer located within the Property which impact development of the Property and need to be relocated within five (5) feet of the southern boundary line of the Property to allow for the construction of the fire station. Due to the considerable cost involved (over \$80,000), rather than installing underground electrical services, FPL has agreed to relocate overhead lines with poles and overhead transformer to the new five (5)-foot wide easement area on the Property at no cost to the County. The County will be constructing a two (2) story, 17,167 square-foot fire station to house the battalion headquarter and training/sleeping quarters. Construction is expected to begin in November 2024, with an estimated completion date of May 2026. This Easement will be recorded in the public records to document its existence and location.

### Attachments:

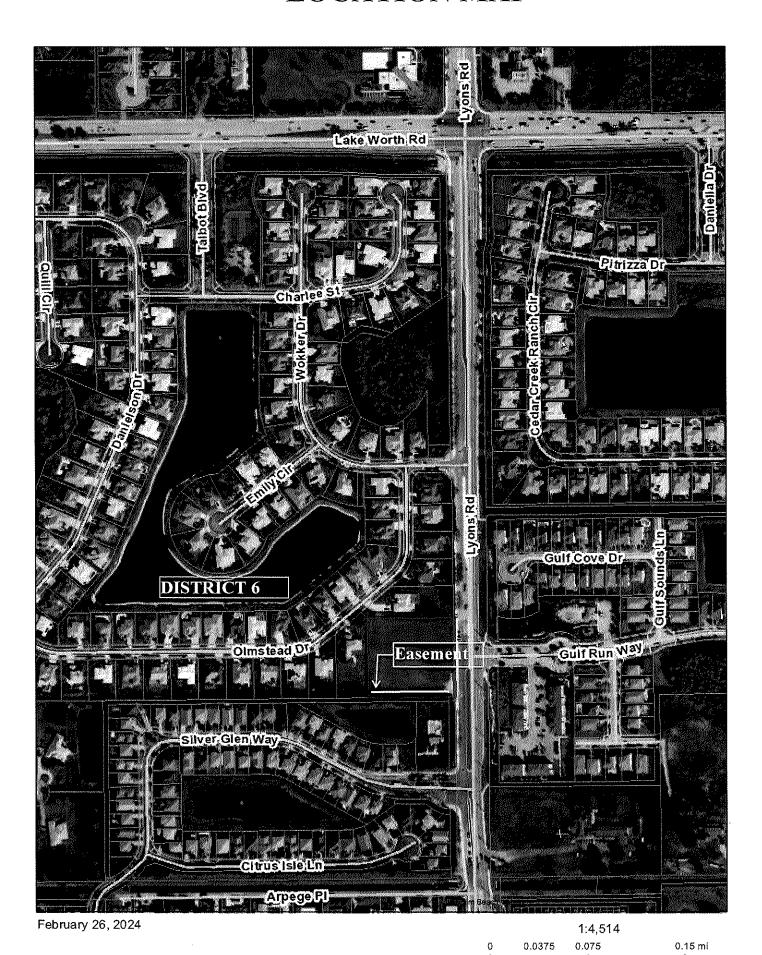
- 1. Location Map
- 2. Utility Easement Agreement w/Exhibits A & B

Recommended By:	Penné e ayal lalis 9/20/94			
	Department Director	$\bigcirc$	Date/	
Approved By:	Chake		10/4/24	
	<b>County Administrator</b>		Date '	

### II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of	Fiscal Impac	t:			
Fisc	cal Years	2025	2026	2027	2028	2029
Ope Ext Pro	oital Expenditures erating Costs ernal Revenues gram Income (County) Kind Match (County	***************************************				
NE'	Γ FISCAL IMPACT	<u>0</u>	0	0	0	0
	DDITIONAL FTE SITIONS (Cumulative)				direction	······································
Is I	tem Included in Current	Budget: Ye	s	No X	_	
Doe	es this item include the us	e of federal fu	ınds? Yes	No X_		
Doe	es this item include the us	e of state fund	ds? Yes	No <u>X</u>	_	
Bud	get Account No: Fund	i <u>1300</u> D Program _	)ept <u>ц</u> и	Unit <u>4</u>	<b>9</b> <u>1</u>	
В.	Recommended Sources	of Funds/Sur	nmary of Fis	cal Impact:		
		No	o fiscal impac	A *	_	
	Fixed Asset Number	1035150	Q. Q.	Leaus, M. SFMB 91.	sr. Films Folsy	
C.	Departmental Fiscal Ro		1) pr	<u> Le</u>		
		III. <u>REV</u>	TEW COMM	<u>TENTS</u>		
A.	OFMB Fiscal and/or C	ontract Devel	opment Com		a 1	
	OFMB OH 9	9/24/24 184 1-24	Contract D	Ma M evelopment a	AM Gontrol	124/25
В.	Legal Sufficiency:  Assistant County Attorne	H.Elcon		·		
C.	Other Department Rev	iew:				
	Department Director					
	This summary is not to	be used as a l	basis for payı	nent.		

### **LOCATION MAP**



FIRE STATION NO. 92

0.2 km

0.05

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

PCN: 00-42-44-30-04-007-0000 (a portion of)

### UTILITY EASEMENT AGREEMENT

This EASEMENT is granted <u>Otober 22, 2024</u>, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, Grantor, to 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 consideration 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 overhead electric utility facilities, wires, poles, guys, cables, conduits and appurtenant equipment, including 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:

Page 1 of 4

## See legal description marked Exhibit "A" attached hereto and made a part hereof.

Together with the right to permit any other person, firm or corporation to attach wires to any Facilities hereunder and lay cable and conduit within the Easement Premises and to operate the same for communications 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. Together with the Grantee's right to remove the Grantee's existing improvement located within the limits of the County's property as legally described in Exhibit "B" attached hereto and made a part hereof.

### THE CONDITIONS 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 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, its Facilities within the Easement Premises at all times during the term hereof.
- 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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:

OSEPH ABRUZZO	
CLERK OF THE CIRCUIT COURT	
E COMPTROLLER	
By:	

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

By:		
•	Maria Sachs, Mayor	

APPROVED AS TO LEGAL/SUFFICIENCY

Deputy Clerk

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Department Directo

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# Exhibit "A" EASEMENT PREMISES Legal Description

A FLORIDA POWER & LIGHT EASEMENT IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT "G", REGENCY LAKE ESTATES, PLAT BOOK 75, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH FIVE (5) FEET OF SAID TRACT "G", REGENCY LAKE ESTATES.

CONTAINING 1,575 SQUARE FEET (0.036 ACRES), MORE OR LESS.

## EXHIBIT "B' COUNTY'S PROPERTY

North 25 feet, of the South 30 feet, Tract "G", REGENCY LAKE ESTATES, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 75, Page 100.

## NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.) THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

i, the undersigned, am an officer of representative	of Florida Power & Light Company		
(CONTRACTOR) and attest that CONTRACTOR defined in section 787.06, Florida Statutes.	does not use coercion for labor or services as		
Under penalty of perjury, I hereby declare and and correct.	affirm that the above stated facts are true		
Ahad	Alexander David Acosta		
(signature of officer or representative)	(printed name of officer or representative)		
State of Florida, County of Palm Beach  Sworn to and subscribed before me by means of this, 30 day of August 2	I physical presence or $\square$ online notarization $\frac{O24}{4}$ , by $\frac{Alexander}{4}$		
Personally known   OR produced identification	☑.		
Type of identification producedFLDL			
Mach			
NOTARY PUBLIC			
My Commission Expires: September 10,202	4		
State of Florida at large			





To: WHOM IT MAY CONCERN

Date: January 7, 2022

Re: FLORIDA POWER & LIGHT COMPANY

<u>AUTHORIZATION TO SIGN STREET LIGHTING AGREEMENTS AND</u>

RELATED DOCUMENTS

I, W. Scott Seeley, Vice President, Compliance & Corporate Secretary for Florida Power & Light Company, do verify that the following listed individual:

ALEXANDER ACOSTA, SALES MANAGER ROBERT HORSWOOD, DIRECTOR LED LIGHTING SOLUTIONS MELISSA ROETTGER, SENIOR CUSTOMER ADVISOR ALAIN URBANO, LEADER OF STREETLIGHT BILLING & SURVEY

is authorized to represent, sign for, and act on behalf of Florida Power & Light Company in matters relating to street lighting agreements and all related matters in accordance with the Florida Power & Light Company electric tariff on file at the Florida Public Service Commission.

W. Scott Seeley

Vice President, Compliance &

**Corporate Secretary** 

STATE OF FLORIDA

, ) ss

**COUNTY OF PALM BEACH** 

The foregoing instrument was acknowledged before me on January 7, 2022, by W. Scott Seeley, Vice President, Compliance & Corporate Secretary for Florida Power & Light Company, a Florida corporation. He is personally known to me and did not take an oath.

Notary Public State of Florida

Florida Power & Light Company

700 Universe Boulevard, Juno Beach, FL 33408