Agenda Item #: 3-C-8

#### PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

	ing Date:	May 2, 2017		[X] [ ]	Consent Ordinance	[ ]	Regular   Public Hearing
_	rtment:		and Public Works				
	nitted By:		and Public Works				
Sudi 	nittea For:	Roadway Pro	duction Division				
			I. EXECUT	IVE BR	RIEF		
Moti	on and Tit	le: Staff recon	nmends motion (	to appro	ove:		
A)	Florida (		•				s, Inc. d/b/a AT& lorthlake Boulevar
<b>B</b> )			ty interest by Sea heast corner of No				oast) on a parcel ory Trail; and
<b>C</b> )	Compan	lination of uti y (FPL) on a pa tary Trail.	lity interest for arcel of land locat	facility ed at the	relocations by northeast corr	Florioner of N	da Power & Ligh Iorthlake Boulevar
SUM	IMARY: A	Approval of th	ese subordination	n agreer	nents will sub	ordinat	te utility easement
opera (Cou	ated by A7 atcomplete into the state of the	`&T, Seacoast ept a conveyan	, and FPL (Utili	ty Com right-of-	panies), and a way for the co	llow P	te utility easement alm Beach Count alm of a westboun
opera (Couright Back turn The subo from pay f	ated by AT anty) to accommod and an lane on Non required ri- rdination agonthe dedicate for reasonal	EXT, Seacoast ept a conveyand Northlake Boulevard thlake Boulevard particular required right-of-way particular relocation control of the seacoast of the seaco	n, and FPL (Utilinate of additional repulsivard. Distriction of the ard, additional righter the utility conty, when and if records.	ty Com right-of- the roadway tht-of-way red by empanies quested laties. The	panies), and a way for the condition of	nstruct onstruct rom the the utili y facili and rec	alm Beach Count
opera (Couright Back turn: The subo from pay if the s: Atta 1. Lo 2. Su 3. Su 4. Su	ated by All inty) to accepture lane of aground are lane on Non- required right redination ago the dedicate for reasonal subordination described in Manager land in Manager lan	EXT, Seacoast ept a conveyant Northlake Boulevanthlake Boulevanthlake Boulevanthlake Boulevanthlake Boulevanthlake Boulevanthlake Boulevanth of was and staff record of Utility Interpretation of Utilit	, and FPL (Utiline of additional repulse and Distriction of the ard, additional right received is encumber aire the utility corrects of said facility commends approved the sa	ty Compright-of- right-of- e roadwayht-of-wated by empanies quested laties. The val.	panies), and a way for the condition of	nstruct onstruct from the he utili y facili and req nies ha	t a westbound right a westbound right e adjacent property ity companies. Thities they may have quires the County to
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**Assistant County Administrator** 

Date

#### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<b>\$ -0-</b>				<u>-0-</u>
Operating Costs		0	0-	0-	
External Revenues	-0-	-0-	0-	0-	
Program Income (County)	0-	0-	0-	0-	
In-Kind Match (County)	-0-	-0-	0-		<u>-0-</u>
NET FISCAL IMPACT	\$ **	-0-	0-	0-	
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund\_\_ Dept.\_\_ Unit\_\_ Object
Program

#### Recommended Sources of Funds/Summary of Fiscal Impact:

\*\*This item has no additional fiscal impact.
Approval of the Subordination of Utility Interests may require the expenditure of funds for future relocation of utility facilities. This potential impact is not possible to quantify or state with any certainty that it will occur at the present time.

C.	Departmental Fiscal Review:	•		l Ul	K	Na	M	nu	
	-		-,						

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#### III. REVIEW COMMENTS

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

OFMB FX 3/30

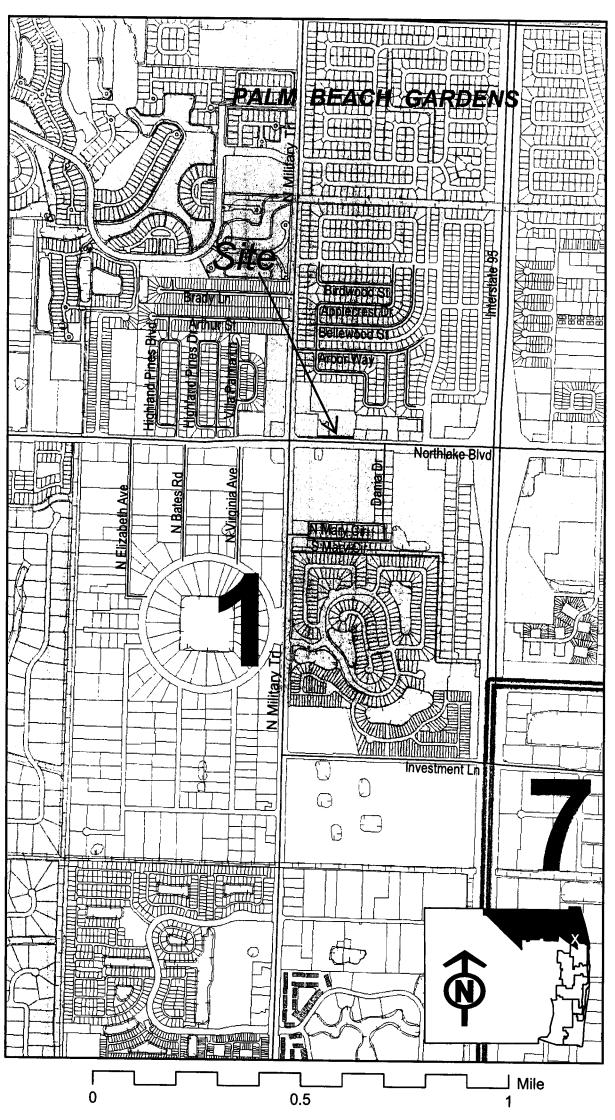
B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

**Department Director** 

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



**Location Map** 

Return to:
Right-of-Way Acquisition Section
Palm Beach County, Engineering & Public Works Department
Post Office Box 21229
West Palm Beach, Florida 33416-1229
Attn.: Kaye Weichel, Right-of-Way Specialist
Acct. No.: 1010

W/C BOX 1066

This Instrument Prepared by:
Marlene R. Everitt, Senior Assistant County Attorney
Palm Beach County, County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number:

Portion of 52-42-42-13-25-000-0000

# NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO. 2013519

ROAD NAME: NORTHLAKE BLVD

PARCEL NO. 101

### SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT is entered into this day of	20	1
between PALM BEACH COUNTY, a political subdivision of the State of Florida, whose	20,	by and
Tost Office Box 21229, West Palm Beach, Florida 33416-1220 Cherringfor and	11-1 60.	
DELLOUIT IELECUMMUNICATIONS, INC. 9 Georgia composition 3/1/	TO 0 700 Years	
post office address is 675 w. Reachtree Street NW, Athanta 6A.	1&1 Fiorid	ia whose
"Utility").	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	er called
	, , 🔾	

WHEREAS, the Utility presently has easements on certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility, and at the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the subordinated property (hereinafter "Property"), described in **Exhibit "A"** attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent conflict between the facilities so that the benefits of each may be retained;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interest in that portion of the following easement lying within the Property, to the interest of the County, its successors or assigns, through, under, upon or across the Property;

NATURE OF ENCUMBRANCE

RECORD DATE

FROM OR AGAINST

IN FAVOR OF

**BOOK / PAGE** 

**EASEMENT** 

8/24/2000

Northmil Partners, L.C.

Bellsouth

ORB 11974 PG 1155

Telecommunications, Inc.

- 2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment or relocation, caused by the County's actions, including the cost of acquiring the necessary easements.
- 3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, bushes, and growth which might endanger or interfere with the operation and safety of the Utility's facilities.
- 4. The Utility agrees to repair any damage to the County's facilities and to indemnify and hold harmless the County against any loss or damage resulting from the Utility exercising its rights outlined in paragraph 2 and 3 above.
- 5. These terms and conditions shall be attached as an addendum to the permit, if any, required by the County for location of facilities on the Property.
- 6. This agreement is not assignable except to the State of Florida or other governmental entity for the purposes described herein.

Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

County:

SHARON R. BOCK
CLERK & COMPTROLLER

By:
Deputy Clerk

By:
Paulette Burdick, Mayor

(Official Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

IN WITNESS WHEREOF County has caused these presents to be executed in its name by its Board of County

APPROVED AS TO TERMS AND CONDITIONS

**Assistant County Attorney** 

By:

Engineering & Public Works

Signed, sealed and delivered in the presence of:	
(Signature of <u>two</u> witnesses required by Florida law)	Utility:
required by Florida law)	BELLSOUTH TELECOMMUNICATIONS, INC., d/b/a AT&T Florida, a Georgia corporation
while	
Witness Signature (Required)	By Musicante
Jonathan Elzey	Rrint Name & Title
Witness Name Printed or Typed	DIRECTOR- CTE
M.Ch Chipson	
Witness Signature (Required)	(CORPORATE SEAL)
Witness Name Printed or Typed	
STATE OF KOUPA	
COUNTY OF MIAMI-DAPE	
Before me personally appeared B MAUI	AS JN, who is personally known to me, or has produced_
of BELLSOUTH	ration, and who executed the foregoing instrument as TELECOMMUNICATIONS, INC., d/b/a AT&T Florida,
a Georgia corporation and severally acknowled	ged to and before me that he/she executed such instrument on
such officer of said company, and that said instrur	ment is the free act and deed of said company.
Witness my hand and official seal this day	of January , 2017.
	Chur & Klaur
	Notary Signature Notary Public, State of FORTA
(Stamp/Seal)	AND L LLAND
ANA L. LLANO MY COMMISSION # EE 883736 EXPIRES: May 3, 2017	Print Notary Name
Bonded Thru Notary Public Underwriters	<u>EE883136</u>
	Commission Number My Commission Expires: 5317

N:\R\_O\_W\KAYE\2013519NORTHLAKE&MILITARY\PARCEL 101\SUBORDINATION OF UTILITY INTERESTS AT&T

### EXHIBIT "A"

# LEGAL DESCRIPTION: RIGHT-OF-WAY ACQUISITION

A PORTION OF NORTHMIL PLAZA PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 87, PAGES 135 AND 136 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN SECTION 13, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER (1/4) CORNER OF SAID SECTION 13; THENCE ALONG THE SOUTH LINE OF SAID SECTION 13, SOUTH 88'32'49" EAST, A DISTANCE OF 350.30 FEET; THENCE NORTH 01'27'11" EAST, A DISTANCE OF 56.00 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID NORTHMIL PLAZA PLAT AND TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE ALONG THE WEST LINE OF SAID NORTHMIL PLAZA PLAT, NORTH 01'45'30" EAST, A DISTANCE OF 5.00 FEET TO A POINT ON A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHMIL PLAZA PLAT: THENCE SOUTH 88'32'49" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 461.15 FEET TO POINT ON THE EAST LINE OF SAID NORTHMIL PLAZA PLAT; THENCE ALONG SAID EAST LINE, SOUTH 01'45'30" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHMIL PLAZA PLAT; THENCE NORTH 88'32'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 461.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,306 SQUARE FEET OR 0.053 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) SECTION 13, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID LINE BEARS SOUTH 88'32'49" EAST.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATION:

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

WILBUR & DIVINE

PROFESSIONAL LAND SURVEYOR & MAPPER LICENSE NO. 4190, STATE OF FLORIDA

DATE: 11-05-14

REV: 03-03-16 REV: 02-23-16 REV: 08-31-15 REV: 08-03-16 REV: 03-28-16

REV: 03-24-16

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON, THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

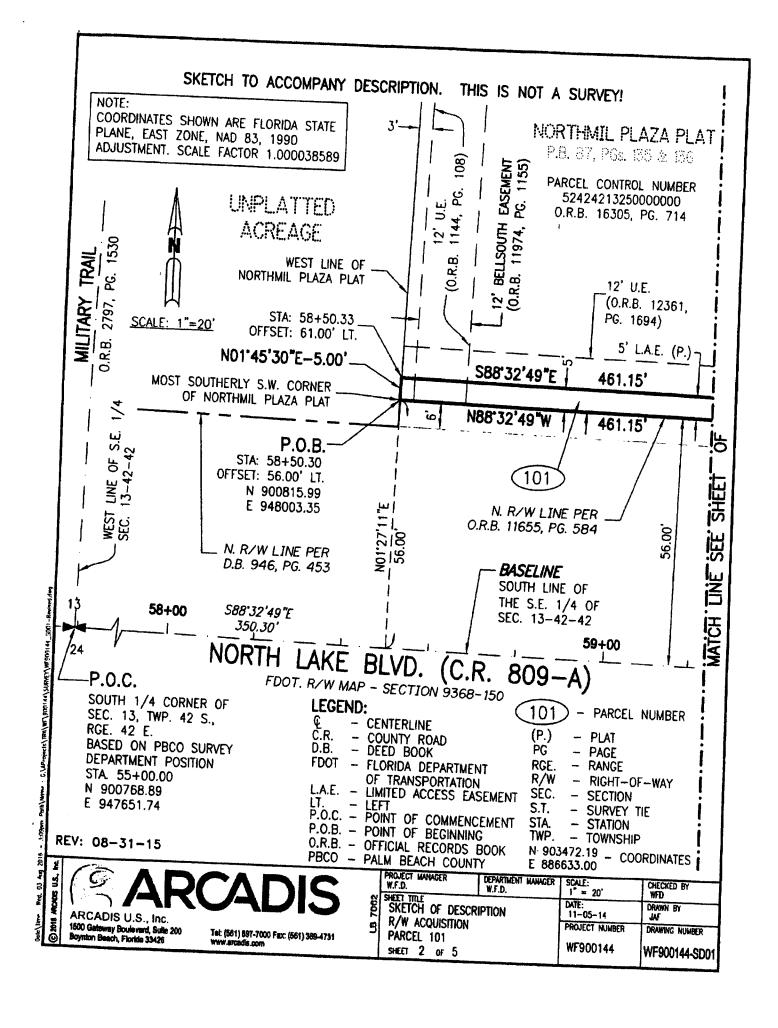
NOTE: REFERENCE TITLE SEARCH REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 13, 2016.

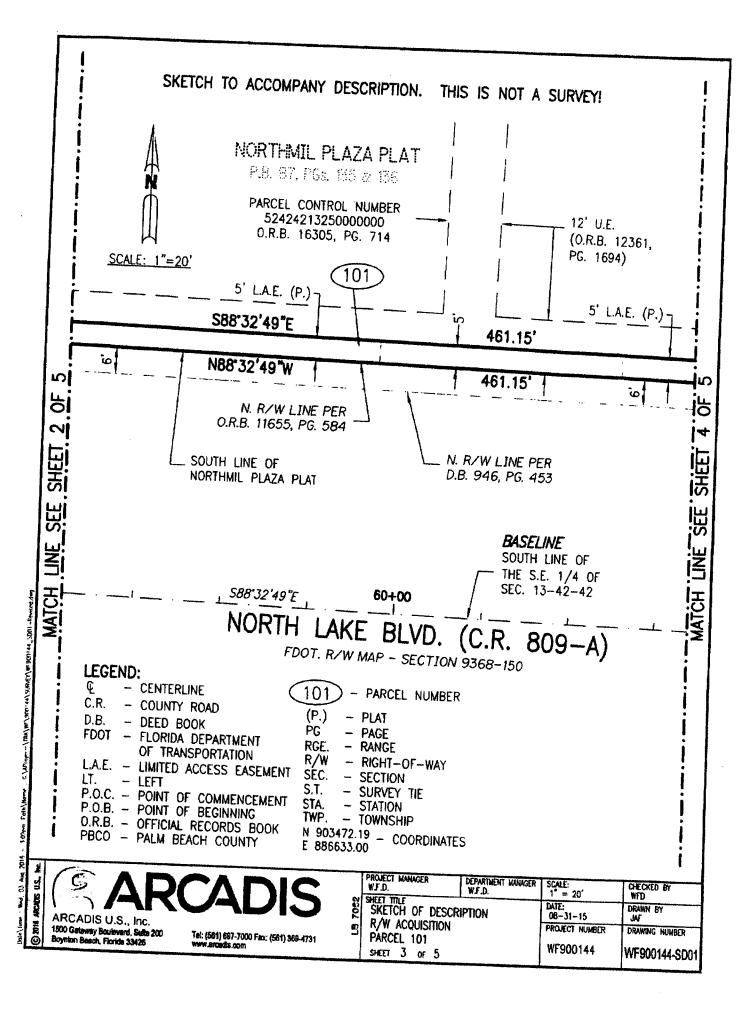
ARCADIS U.S., Inc. 1500 Gateway Boulevard, Suita Boynton Beach, Florida 33426 Suite 200

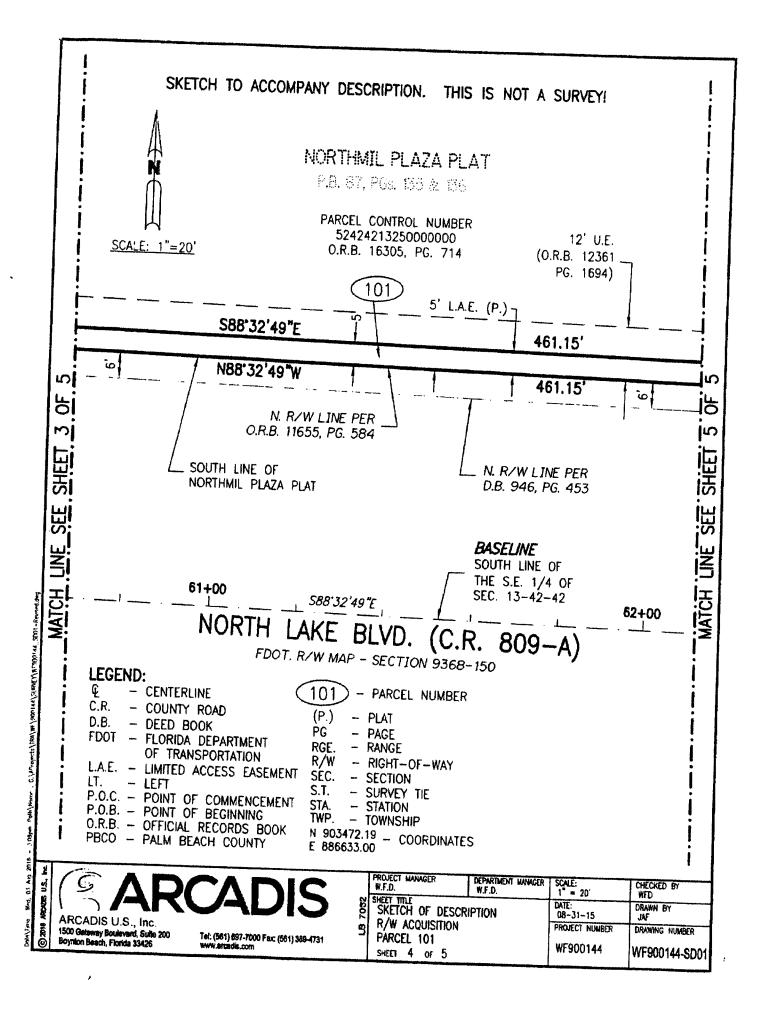
Tel: (561) 897-7000 Fax: (561) 389-4731 www.srcadis.com

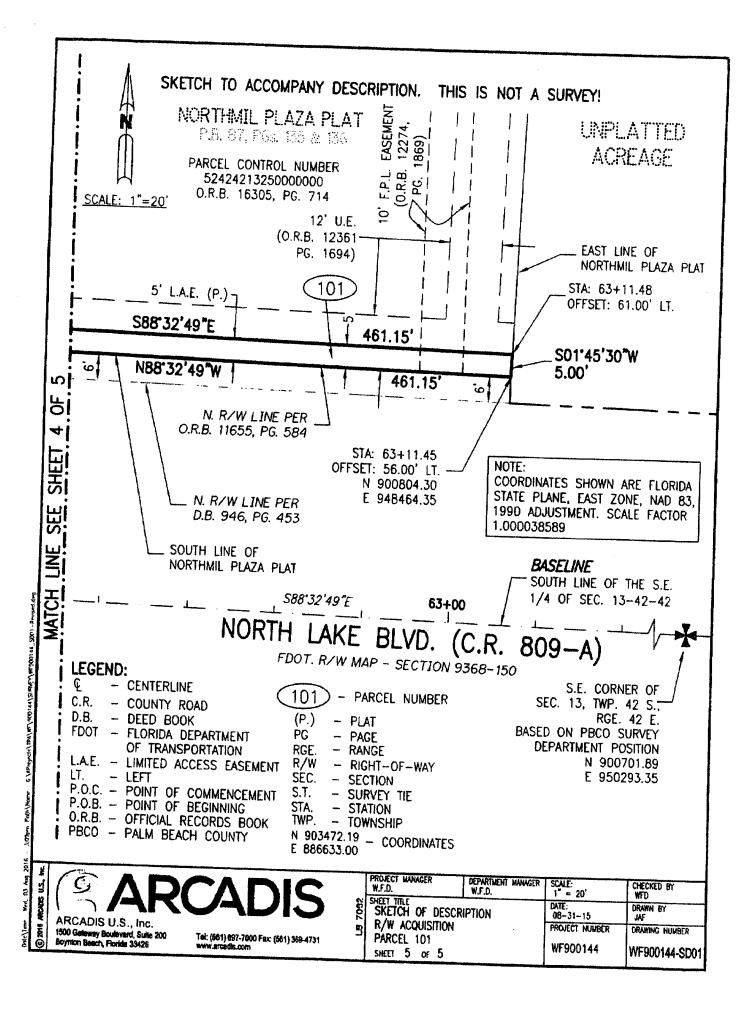
PROJECT MANAGER WFD DEPARTMENT HAVAGER | SCALE: CHECKED BY W.F.D. SHEET TITLE SKETCH OF DESCRIPTION DATE: 11-05-14 DRAWN BY R/W ACQUISITION PROJECT NUMBER 9 DRAWING NUMBER PARCEL 101 WF900144 WF900144-SD01 SHEET 1 OF 5

널 AFCADIS ě









Return to:
Right-of-Way Acquisition Section
Palm Beach County, Engineering & Public Works Department
Post Office Box 21229
West Palm Beach, Florida 33416-1229
Attn.: Kaye Weichel, Right-of-Way Specialist
Acct. No.: 1010

W/C BOX 1066

This Instrument Prepared by:
Marlene R. Everitt, Senior Assistant County Attorney
Palm Beach County, County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: Portion of: 52-42-42-13-25-000-0000

### NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

#### SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: 20135169

ROAD NAME: NORTHLAKE BLVD

PARCEL NO.: 101

#### SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT ("Agreement") is entered into this 24 day of August, 20/6, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, (hereinafter called "County") and SEACOAST UTILITY AUTHORITY, an interlocal governmental entity created under Chapter 163, Florida Statutes, whose post office address is 4200 Hood Road, Palm Beach Gardens, Florida 33410-2174, (hereinafter called "Utility").

WHEREAS, the Utility presently has easements on certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility, and at the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the subordinated property (hereinafter "Property"), described in **Exhibit "A"** attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent conflict between the facilities so that the benefits of each may be retained;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interest in that portion of the following easement lying within the Property, to the interest of the County, its successors or assigns, through, under, upon or across the Property;

NATURE OF RECORD AGAINST IN FAVOR OF BOOK / PAGE

Easement Deed 3/8/2001 Northmil Partners, L.C. Seacoast Utility Authority 12361/1694

- 2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment or relocation, caused by the County's actions, including the cost of acquiring the necessary easements.
- 3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, bushes, and growth which might endanger or interfere with the operation and safety of the Utility's facilities.
- 4. These terms and conditions shall be attached as an addendum to the permit, if any, required by the County for location of facilities on the Property.
- 5. This agreement is not assignable except to the State of Florida or other governmental entity for the purposes described herein.

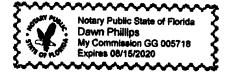
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IN WITNESS WHEREOF County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:	County:
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:Paulette Burdick, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	(Official Seal)
By: Assistant County Attorney	
APPROVED AS TO TERMS AND CONDITIONS	
By: Division Director, Engineering & Public Works	

Signed, sealed and delivered in the presence of: **Utility:** (Signature of two witnesses required by Florida law) SEACOAST UTILITY AUTHORITY, an interlocal governmental entity created under Chapter 163, Florida Statutes Witness Signature (Requir Name Printed Witness Signature (Required Witness Name Printed or Typed STATE OF FLORIDA COUNTY OF PALM BEACH Before me personally appeared Ron Ferris and Jessica Moore, who are personally known to me, or have produced as identification, and who executed the foregoing instrument as Chair and Clerk of SEACOAST UTILITY AUTHORITY, an interlocal governmental entity created under Chapter 163, Florida Statutes, and severally acknowledged to and before me that they executed such instrument as such officers of said Utility, and that said instrument is the free act and deed of said Utility. Witness my hand and official seal this \_

(Stamp/Seal)



Notary Signature
Notary Public, State of Florida

Print Notary Name

Commission Number
My Commission Expires:

N:\R\_O\_W\KAYE\2013519NORTHLAKE&MILITARY\284SUBORDINATIONOFUTILITYINTERESTS Seacoast Utility Authority.docx

### EXHIBIT "A

## LEGAL DESCRIPTION: RIGHT-OF-WAY ACQUISITION

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SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATION:

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

WILBUR & DIVINE

PROFESSIONAL LAND SURVEYOR & MAPPER LICENSE NO. 4190, STATE OF FLORIDA

DATE: 11-05-14

REV: 03-03-16 REV: 02-23-16 REV: 08-31-15 REV: 08-03-16 REV: 03-28-16 REV: 03-24-16 NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE PROPERTY, SUBJECT OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF INFORMATION SHOWN HEREON.

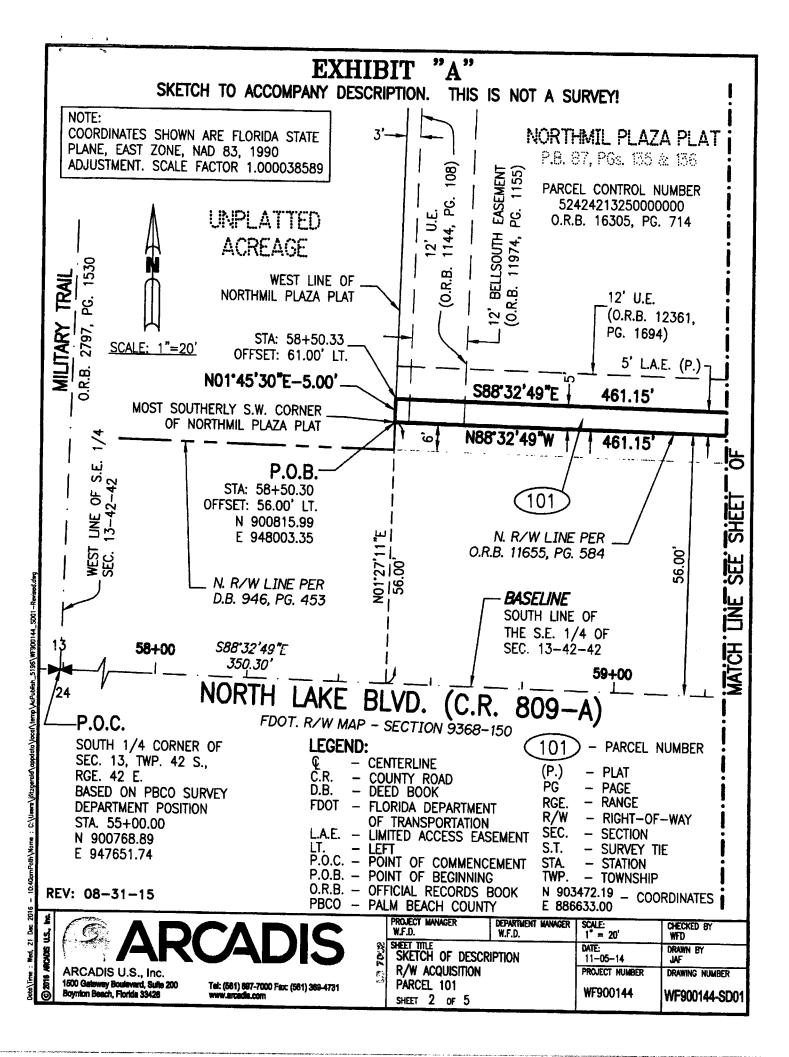
NOTE: REFERENCE TITLE SEARCH REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 13, 2016.

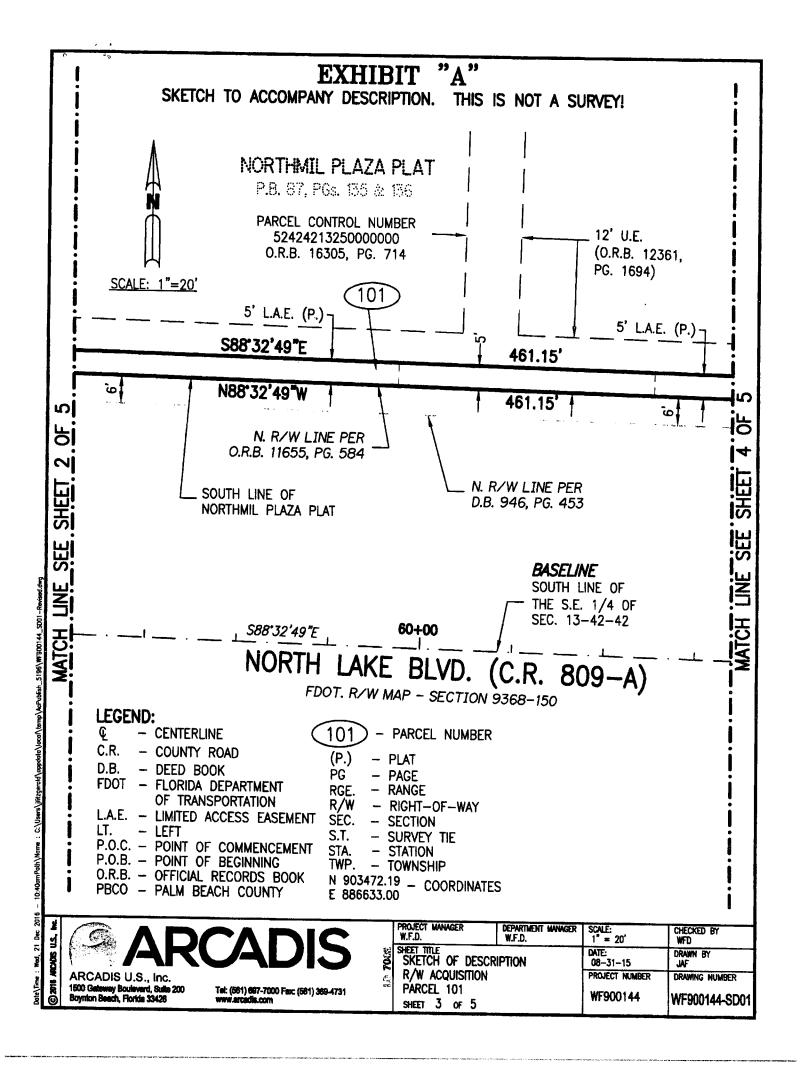
ARCADIS U.S., Inc.

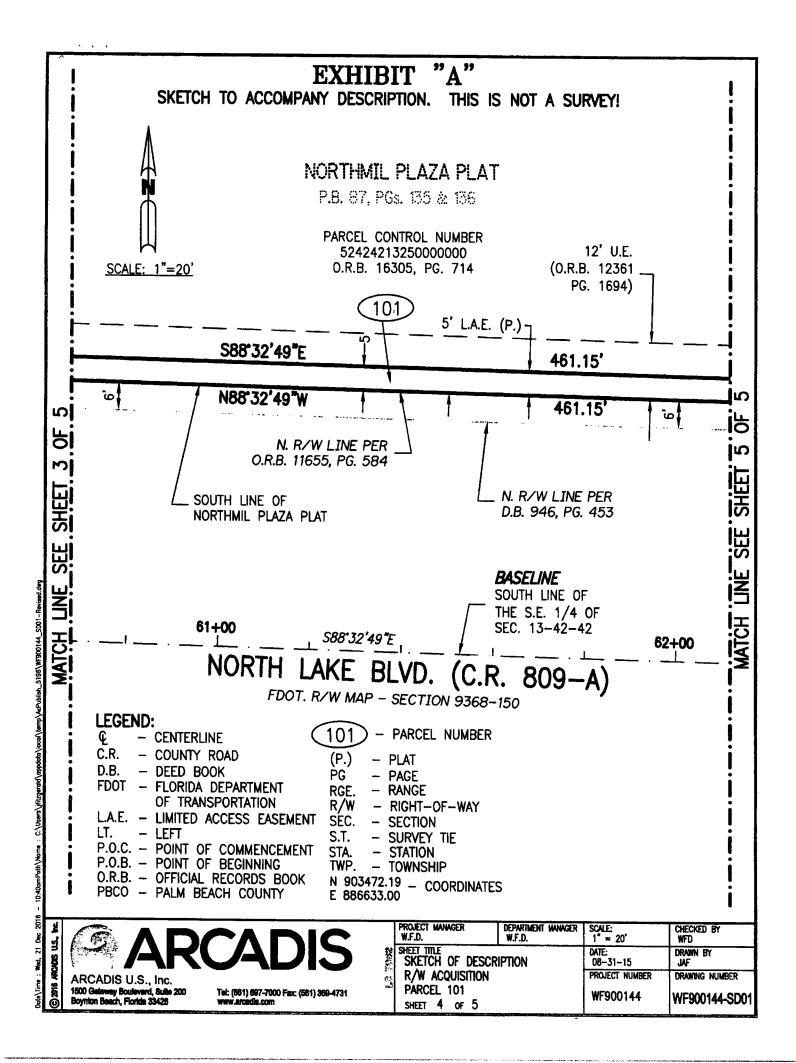
1500 Gateway Boulevard, Suite Boynton Beach, Florida 33426 Tel: (561) 697-7000 Fax: (561) 369-4731 www.arcadis.com rd. Suite 200

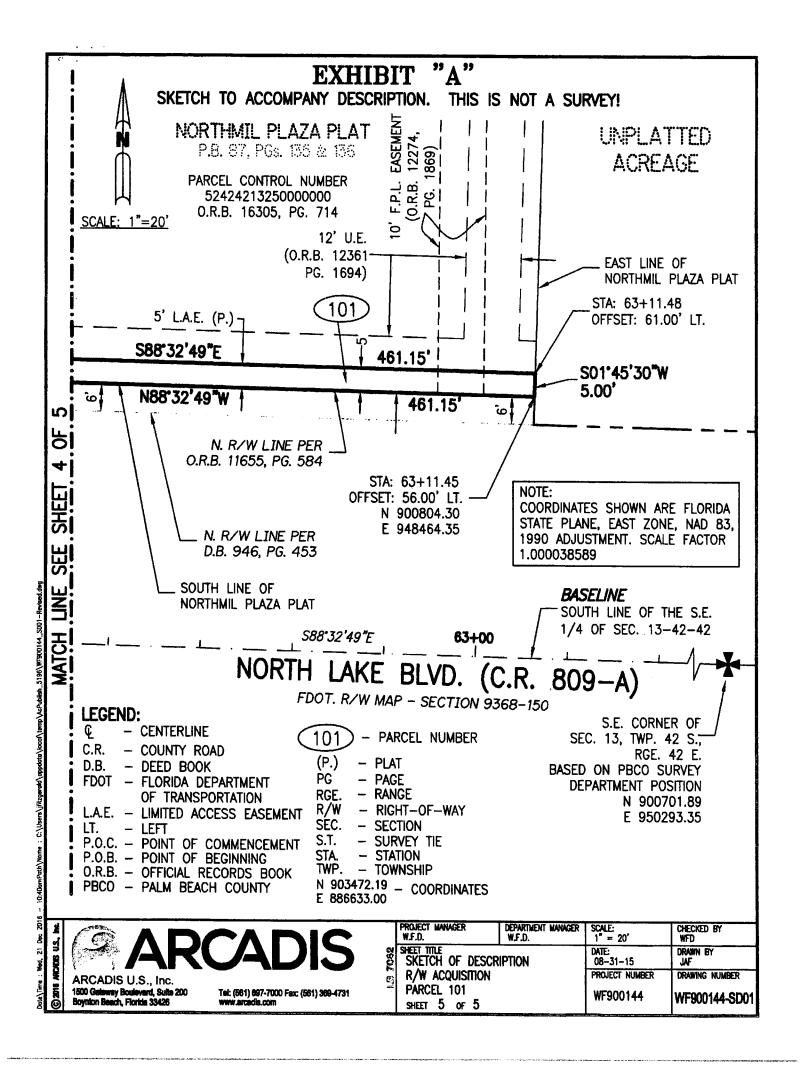
PROJECT MANAGER DEPARTMENT MANAGER | SCALE: CHECKED BY WFD W.F.D. SHEFT TIDE DRAWN BY SKETCH OF DESCRIPTION 11-05-14 R/W ACQUISITION PROJECT NUMBER DRAWING NUMBER PARCEL 101 WF900144 WF900144-SD01 SHEET 1 of 5

1500 G









Return to:
Right-of-Way Acquisition Section
Palm Beach County, Engineering & Public Works Department
Post Office Box 21229
West Palm Beach, Florida 33416-1229
Attn.: Kaye Weichel, Right-of-Way Specialist
Acct. No.: 1010

W/C BOX 1066

This instrument prepared by: Samantha J. Saucier Florida Power & Light Company 700 Universe Boulevard, CRE/JB Juno Beach, Florida 33408

Property Control Number: Portion of 52-42-42-13-25-000-0000

# NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

#### SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO. 2013519

ROAD NAME:NORTHLAKE BLVD

PARCEL NO. 101

# SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS

THIS SUBORDI	NATION	OF UTILITY	INTERESTS A	AND AG	REEMENT	FOR
KEIMIDURSEMENI	FUK A	ADDITIONAL .	FACILITY	DELO	TATE AND	4.4 .
Agreement ) is entered	into this	day of		20	1	
DEFECTS COUNT	rr, a pon	lucai sundivision	of the State of	Elamida 19	60	
mailing address is Post	Office I	Box 21229 Wes	t Palm Pacah	Pi:-	County"), v	vhose
LOIGIDA TOWER & I	MGHI C	UMPANY, a Fin	rida cornoration	- Florida - ("Utilita	33416-1229. ") whose m	, and
address is Post Office Box	14000, Ji	uno Beach, Florid	a 33408-0420.	' ( Cunty	), whose m	anng

#### **WITNESSETH**

WHEREAS, the Utility presently has an interest in certain lands as legally described and depicted on attached **Exhibit "A"** ("Lands") that have been determined necessary for future Public Right-of-Way purposes; and

WHEREAS, the proposed use of the Lands for highway purposes will require subordination of the interest claimed in such Lands by the Utility to the County; and

WHEREAS, at the request of the County, the Utility has agreed, subject to the terms and conditions set forth herein, to either (i) leave such facilities on the subordinated Lands until such time as the County requests relocation of such facilities, if at all, or (ii) relocate such facilities from the subordinated Lands to an area acceptable to the Utility, as applicable, and the County is willing to pay for such relocation and, if relocated within Public Right-of-Way, any and all future relocations of said facilities, if necessary, to prevent conflict between the County's use and the Utility's use so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

#### **AGREEMENT**

1. The Utility hereby subordinates any and all of its interest in that certain portion of the Utility's easement located upon the Lands, as granted via the below-referenced instrument, to the interest of the County for the purposes of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands:

Easement 9/19/2000 NorthMil Partners FPL ORB 12274-186	NATURE OF ENCUMBRANCE	<u>DATE</u>	FROM	IN FAVOR OF	BOOK / PAGE
	Easement	9/19/2000	NorthMil Partners	FPL	ORB 12274-1869

- 2. "Public Right-of-Way", as used herein, shall mean existing right-of-way and that certain area of land to become future right-of-way also shown on attached **Exhibit "A"**, and which a portion of the Public Right-of-Way includes all or a part of the Utility's above-referenced easement on the Lands (all as depicted on said Exhibit).
- 3. Should the County require the Utility to alter, adjust, or relocate any of the Utility's facilities presently located on, within, or upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s). In addition, the Utility retains the right to be reimbursed in the future for any and all additional alterations, adjustments, or relocations of its facilities located presently or to be located on the Lands (or Public Right-of-Way if such facilities were previously relocated from the Lands to the Public Right-of-Way under this Agreement) if such alteration,

adjustment, or relocation is caused by present or future uses of the Public Right-of-Way by the County or its assigns, including, but not limited to, the cost of accommodating the Utility within the Public Right-of-Way, or if necessary, acquiring replacement easement(s).

- 4. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate its facilities on, within, and upon the Lands in accordance with the County's current minimum standards for such facilities as of the date of this Agreement. Any new construction or relocation of such facilities by the Utility on, within, and upon the Lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of such facilities on, within, and upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation required by the County's failure to approve such new construction or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s).
- 5. The Utility shall have the right to enter upon the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) for the purposes outlined in Paragraph 4 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the Utility's facilities. The County shall provide and allow access to the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) by the Utility.
- 6. The Utility agrees to repair any damage to the County facilities and to indemnify the County against any loss or damage, in an amount not to exceed One Million Dollars (\$1,000,000), resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated).
- 7. This Agreement shall not be assigned by County, except to the State of Florida or any other governmental entity that has an interest in the Public Right-of-Way. In the event of any assignment hereunder, County shall provide written notice of such assignment to Utility within thirty (30) days of such assignment.

(Signatures and Acknowledgements appear on following pages.)

ATTEST:	County:
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Clerk (or Deputy Clerk)	Ву:
Clerk (or Deputy Clerk)	By:Paulette Burdick, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By:	
County Attorney	
APPROVED AS TO TERMS AND	
CONDITIONS	
By: Onelis atrnandy Division Director,	
Engineering & Public Works Department	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year

first above written.

FLORIDA POWER & LIGHT COMPANY, Signed, sealed and delivered a Florida comporation in the presence of: Print Name: Area Real Estate Manager By: Morta Hy Print Name: \_ Marta Hull STATE OF FLORIDA COUNTY OF PALM BEACH I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Samantha J. Saucier, to me known and personally known to me to be the person described in, and did not take an oath and who executed the foregoing instrument as Area Real Estate Manager of Florida Power & Light Company, a Florida corporation and acknowledged before me that she executed the same as such official in the name and on behalf of said Corporation. WITNESS my hand and official seal in the County and State aforesaid this Mury, 20 17 My Commission Expires: Notary Signature: Notary Public State of Florida Notary Public State of Florida Michelle M Kahmann My Commission FF 901483

Printed Name:

Expires 09/18/2019

Michelle M. Kahmann

#### EXHIBIT "A

# LEGAL DESCRIPTION: RIGHT-OF-WAY ACQUISITION

A PORTION OF NORTHMIL PLAZA PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 87, PAGES 135 AND 136 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN SECTION 13, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER (1/4) CORNER OF SAID SECTION 13; THENCE ALONG THE SOUTH LINE OF SAID SECTION 13, SOUTH 88'32'49" EAST, A DISTANCE OF 350.30 FEET; THENCE NORTH 01'27'11" EAST, A DISTANCE OF 56.00 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID NORTHMIL PLAZA PLAT AND TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE ALONG THE WEST LINE OF SAID NORTHMIL PLAZA PLAT, NORTH 01°45'30" EAST, A DISTANCE OF 5.00 FEET TO A POINT ON A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHMIL PLAZA PLAT; THENCE SOUTH 88'32'49" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 461.15 FEET TO POINT ON THE EAST LINE OF SAID NORTHMIL PLAZA PLAT; THENCE ALONG SAID EAST LINE, SOUTH 01'45'30" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHMIL PLAZA PLAT; THENCE NORTH 88°32'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 461.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,306 SQUARE FEET OR 0.053 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) SECTION 13, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID LINE BEARS SOUTH 88'32'49" EAST.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

**CERTIFICATION:** 

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

WILBUR F DIVINE

PROFESSIONAL LAND SURVEYOR & MAPPER LICENSE NO. 4190, STATE OF FLORIDA

DATE: 11-05-14

REV: 03-03-16 REV: 02-23-16 REV: 08-03-16 REV: 03-28-16 REV: 08-31-15 REV: 03-24-16

d. Suite 200

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: REFERENCE TITLE SEARCH REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 13, 2016.

ARCADIS U.S., Inc. 1500 Gateway Boulevard, Sulte Boynton Beach, Florida 33426

Tel: (561) 697-7000 Fax: (561) 369-4731 www.arcadis.com

PROJECT MANAGER DEPARTMENT MANAGER SCALE: CHECKED BY WFD SHEET DRAWN BY SKETCH OF DESCRIPTION 11-05-14 R/W ACQUISITION PROJECT NUMBER DRAWING NUMBER PARCEL 101 WF900144 WF900144-SD01 SHEET 1 OF 5

