

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: September 12, 2006

☒ Consent  
☐ Ordinance

☐ Regular  
☐ Public Hearing

Department: Parks and Recreation Department

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Sovereignty Submerged Lands Easement (No. 500231116) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (LESSOR) for 7,346 square feet of submerged lands at Loggerhead Park.

**Summary:** The State of Florida is granting Palm Beach County a Sovereignty Submerged Lands Easement to accommodate the proposed utility saltwater intake pipeline system required for the construction of the turtle tanks at the Marineline Center of Juno Beach. There is no cost associated with this item. District 1 (AH)

**Background and Justification.** The Marineline Center of Juno Beach, Inc. has operated in Loggerhead Park since 1984. On August 19, 2003, the Board of County Commissioners approved a new lease agreement (R-2003-1246) for 1.28 acres in Loggerhead Park for the construction of a new facility. The Marineline Center has raised \$3.9 million in funding and the new 12,000 square foot campus is under construction and is expected to be complete by the end of 2006. The Marineline Center will be installing both a saltwater intake and discharge line which will run under Ocean Boulevard. The Florida Department of Environmental Protection is requiring that the County enter into a Sovereignty Submerged Lands Easement as part of the permitting process.

**Attachments:**

1. Sovereignty Submerged Lands Easement No. 500231116
2. Location Map

Recommended by: \_\_\_\_\_

Department Director

Date

Approved by: \_\_\_\_\_

Assistant County Administrator

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<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 \_\_\_\_\_  
Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
Object \_\_\_\_\_ Program N/A

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: ckopelakis

## III. REVIEW COMMENTS

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

Elizabeth Brown 8/17/06  
OFMB  
8/18/06  
ms 8/17/06  
pm 8/17/06  
8/21/06  
Contract Development and Control

### B. Legal Sufficiency:

This item complies with current  
County policies.

Anne Delgent 8/23/06  
Assistant County Attorney

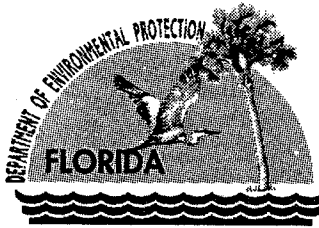
### C. Other Department Review:

\_\_\_\_\_  
Department Director

REVISED 10/95  
ADM FORM 01

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

G:\jmatthew\Parks\Loggerhead Park\Marine Life Center\Agenda - Submerged Lands Easement DEP.DOC



# Department of Environmental Protection

Jeb Bush  
Governor

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Colleen M. Castille  
Secretary

July 25, 2006

Palm Beach County, Florida  
Attn: Tony Masilotti, Chairman  
2300 N. Jog Road – Fourth Floor  
West Palm Beach, Florida 33411-2743

BOT File No. 500231116  
Lessee: Palm Beach County, Florida

Dear Mr. Masilotti:

Enclosed is an easement instrument, which requires acceptance by **your notarized signature as Chairman of the Board** (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the person executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please complete and return the enclosed data information form that provides us with updated billing information, sales tax information, and other data required pursuant to Section 24.115(4), Florida Statutes.

Please execute and return the enclosed instrument/documents and any additional information requested within 30 days after receipt of this letter. Upon receipt and acceptance, we will transmit the easement instrument for final departmental execution. A fully executed instrument will be provided to you for recording in the county records where the facility is located.

All fees are current and there are no fees required at this time. If needed the invoices for ~~this~~ account will be forwarded to you.

Your cooperation and assistance are appreciated. If you have any questions regarding this matter, please feel free to contact me at the letterhead address above (Mail Station No. 125) or at (850) 245-2720.

Sincerely,

Lisa Sparkman  
Government Operations Consultant I  
Bureau of Public Land Administration  
Division of State Lands

/lcs

Enclosures (easement no. 500231116)  
By certified mail

"More Protection, Less Process"

Printed on recycled paper.

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Palm Beach County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Section 21  
Township 41 South, Range 43 East, in the Atlantic Ocean,  
Palm Beach County, as is more particularly described  
and shown on Attachment A, dated January 1, 2006.

TO HAVE THE USE OF the hereinabove described premises from July 7, 2006, the effective date of this easement.

1. USE OF PROPERTY: The above described parcel of land shall be used solely for a purposed utility saltwater intake pipeline system and Grantee shall not engage in any activity except as described in the Department of Environmental Protection, Consolidated Environmental Resource Permit No. 50-0246973-001, dated July 7, 2006, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims

sufficient if sent by U.S. Mail to the following address:

Palm Beach County, Florida  
Attn: Tony Masilotti, Chairman  
2300 N. Jog Road – Fourth Floor  
West Palm Beach, Florida 33411-2743

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 11 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

16. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

17. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

18. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

19. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in Rule 18-21.003, Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

ATTEST:

Sharon R. Bock, Clerk & Comptroller

BY:

Original Signature Deputy Clerk

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF

COUNTY OF

Palm Beach County, Florida

(SEAL)

by its Board of County Commissioners

BY:

Original Signature of Executing Authority

Tony Masilotti

Typed/Printed Name of Executing Authority

Chairman

Title of Executing Authority

"GRANTEE"

Approved as to Terms & Conditions

By:

Eric Call, Asst. Director  
Parks & Recreation

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tony Masilotti as Chairman for and on behalf of the Board of County Commissioners of Palm Beach County, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

Commission/Serial No.

Notary Public, State of

Printed, Typed or Stamped Name

Approved as to Legal Sufficiencys

By:

County Attorney




PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SAID EROSION CONTROL LINE THE FOLLOWING COURSES AND DISTANCES:


THENCE SOUTH 14°06'51" EAST A DISTANCE OF 305.03 FEET;  
THENCE SOUTH 16°39'56" EAST A DISTANCE OF 304.59 FEET;  
THENCE SOUTH 18°26'14" EAST A DISTANCE OF 309.96 FEET;  
THENCE SOUTH 18°46'43" EAST A DISTANCE OF 258.04 FEET;  
THENCE SOUTH 16°28'30" EAST A DISTANCE OF 306.97 FEET;  
THENCE SOUTH 09°46'34" EAST A DISTANCE OF 117.91 FEET;  
THENCE SOUTH 03°39'53" EAST A DISTANCE OF 105.83 FEET;  
THENCE SOUTH 05°51'14" WEST A DISTANCE OF 209.48 FEET;  
THENCE SOUTH 13°46'58" EAST A DISTANCE OF 329.35 FEET;  
THENCE SOUTH 19°24'11" EAST A DISTANCE OF 328.95 FEET;  
THENCE SOUTH 16°03'25" EAST A DISTANCE OF 326.55 FEET;  
THENCE SOUTH 17°12'59" EAST A DISTANCE OF 324.99 FEET;  
THENCE SOUTH 16°29'33" EAST A DISTANCE OF 317.73 FEET;  
THENCE SOUTH 14°31'31" EAST A DISTANCE OF 301.71 FEET;  
THENCE SOUTH 16°08'09" EAST A DISTANCE OF 289.34 FEET;  
THENCE SOUTH 17°50'03" EAST A DISTANCE OF 291.93 FEET;  
TO THE POINT OF BEGINNING; THENCE DEPARTING THE AFOREMENTIONED EROSION CONTROL LINE NORTH 72°50'40" EAST A DISTANCE OF 183.74 FEET; THENCE SOUTH 17°09'20" EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 72°50'40" WEST A DISTANCE OF 183.73 FEET TO THE AFOREMENTIONED EROSION CONTROL LINE; THENCE ALONG SAID EROSION CONTROL LINE NORTH 16°51'44" WEST A DISTANCE OF 27.25 FEET; THENCE NORTH 17°50'03" WEST A DISTANCE OF 12.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,346 SQUARE FEET OR 00.17 ACRES MORE OR LESS.

4/6/2006  
DATE OF SIGNATURE

  
ALBERT C. ALLEN III  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4130

4	REVISED LEGAL DESCRIPTION	5/19/06	MFM
3	REVISED LEGAL DESCRIPTION	5/17/06	MFM
2	REVISED LEGAL DESCRIPTION	4/6/06	MFM
1	ADDED THE WORD EASEMENT	3/3/06	MFM
NO.	REVISIONS	DATE	BY



**G C Y**  
INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE  
PO BOX 1469 • 1505 SW MARTIN HWY.  
PALM CITY, FL 34991  
(800) 366-1066

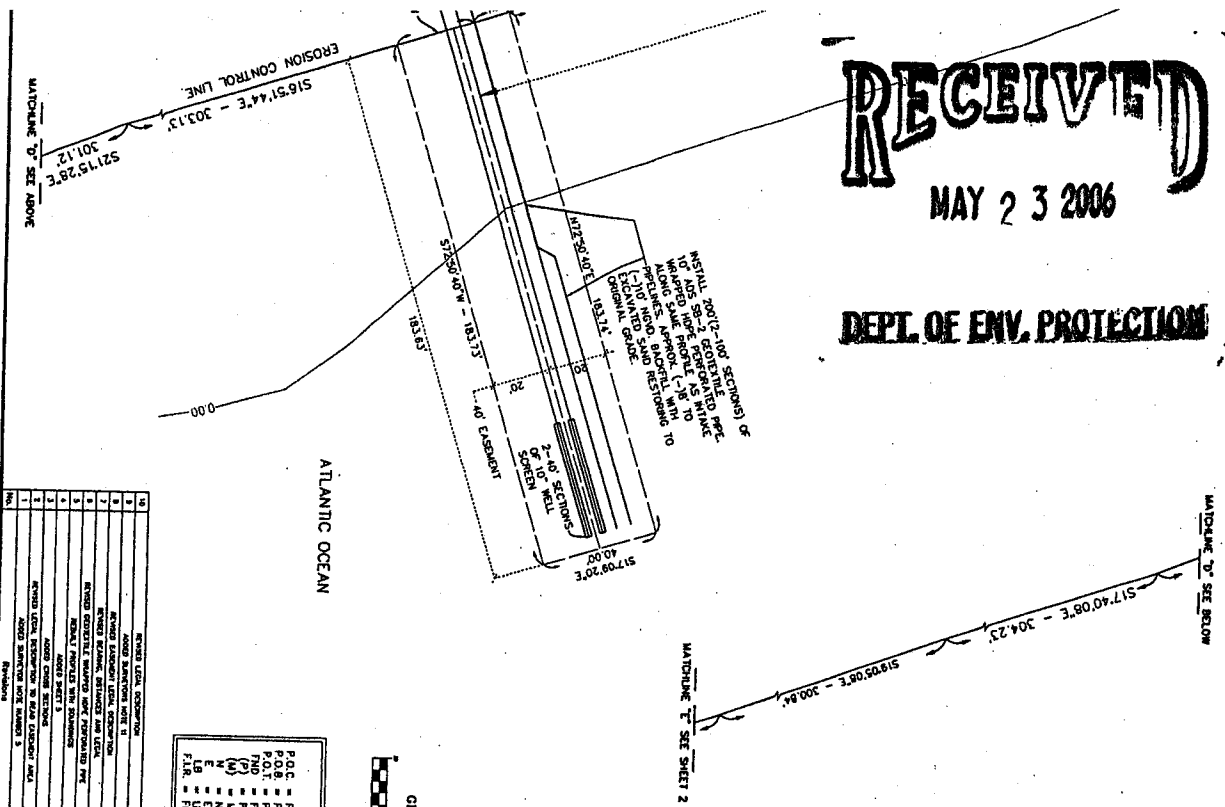
TALLAHASSEE OFFICE  
4909 N. MONROE STREET  
TALLAHASSEE, FL 32303  
(850) 536-8455

LEGAL DESCRIPTION		
JUNO BEACH MARINE LIFE CENTER		
PALM BEACH COUNTY, FLORIDA		
Scale: NTS	Date: JAN. 2006	File & Drawing No.: 06-1006-01-01
Drawn By: MFM	Checked: ACA	Sheet 1 OF 1

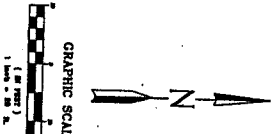
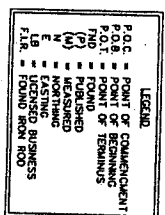
Drawing Name: Juno beach marina.dwg



**DEPT. OF ENV. PROTECTION**



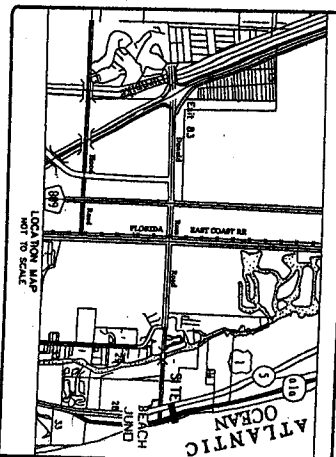
1	REMOVED DATA DISPOSITION	5/1/78	YES
2	ADDED SAMPLING DATE II	5/1/78	YES
3	REMOVED RANDOM DATA DISPOSITION	5/1/78	YES
4	REMOVED READING, BRIDGES AND DATA	5/1/78	YES
5	REMOVED CRITICAL READING NOT RECORDED PER	4/1/78	YES
6	ADDED READING NEW SAMPLING	5/27/78	YES
7	ADDED CEM DATA	5/27/78	YES
8	REMOVED DATA DISPOSITION IS DATA EXCLUDED DATA	5/2/78	YES
9	ADDED SAMPLING DATE RANGE 3	5/2/78	YES
10	REMOVED	5/2/78	YES



MATCHLINE "E" SEE SHEET 2

           MATCHLINE "D" SEE BELOW



**SURVEYOR'S NOTES**

- [illegible]

### CERTIFICATION

[illegible]

SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST

**REGISTERED**  
**CERTIFICATE OF AUTHORIZATION** LA 4486  
 FOR THE YEAR 1990 BY THE BOARD OF  
 DIRECTORS OF THE  
 (NAME OF THE ASSOCIATION)  
 (COUNTY) LA 34-260

BOARDING SURVEY FOR:  
**Bay Beach Marine Life Center**  
 PAUL BEACH COUNTY, FLORIDA

State	Date	Pa. & Overstay No.
LA	10-10-90	01
Drawn By	Checked By	Sheet
MPA	ACA	1 of 2

