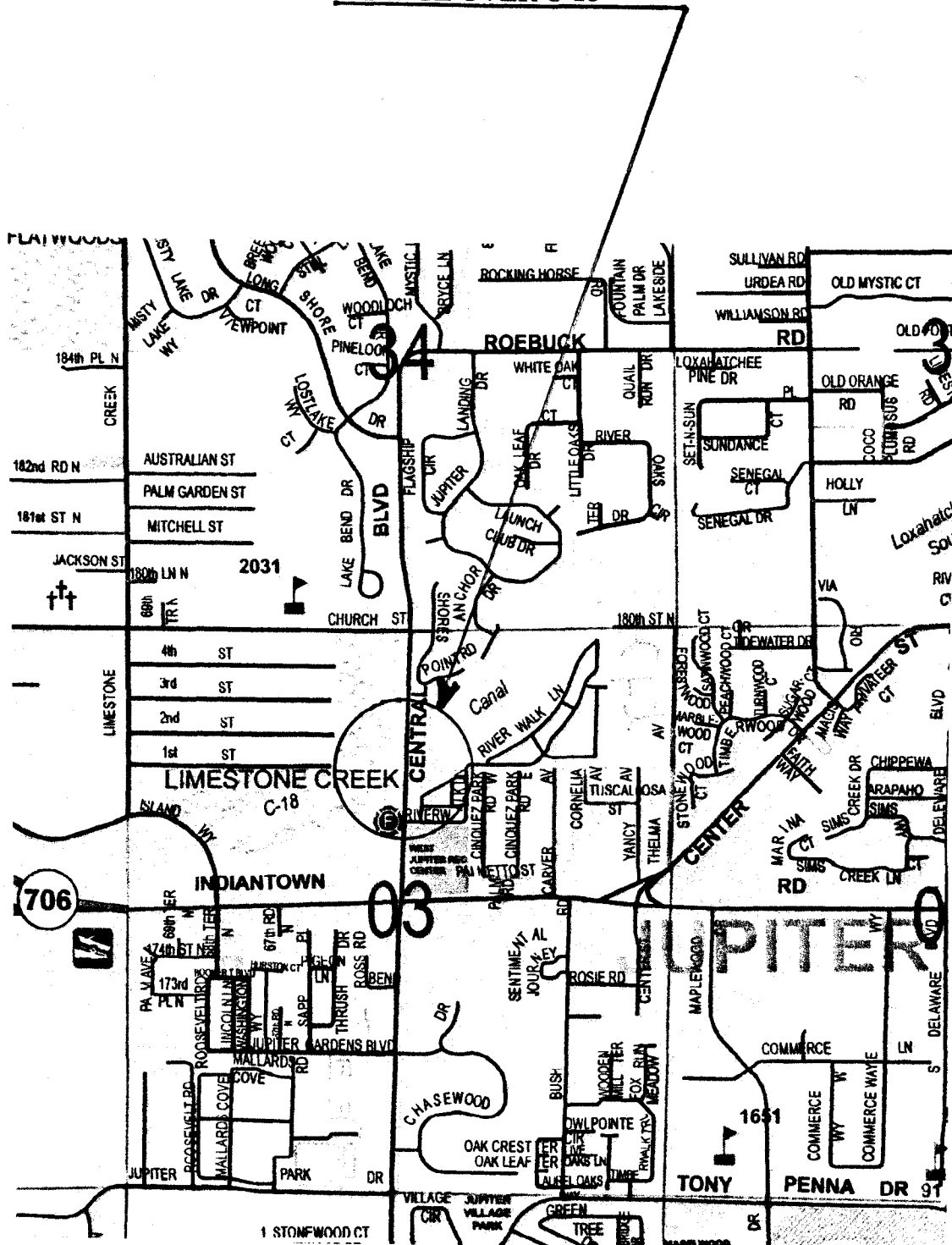






**PROJECT LOCATION**  
**PROJECT #2006501C**  
**CENTRAL BOULEVARD, S. OF C-18 TO CHURCH STREET**  
**BRIDGE OVER C-18**



**LOCATION SKETCH**

This Instrument Prepared By  
Tiana Brown  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

NO. 41511  
BOT FILE NO. 500236776  
PA NO. 120424-6

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 sovereignty lands, if any, contained in the following legal description:

A parcel of submerged land in Section 03,  
Township 41 South, Range 42 East, in C-18 Canal/North Fork of the Loxahatchee River,  
Palm Beach County, as is more particularly described  
and shown on Attachment A, dated June 6, 2012.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from July 20, 2012, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. **USE OF PROPERTY:** The above described parcel of land shall be used solely for public transportation purposes only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity except as described in the South Florida Water Management District Environmental Resource Permit No. 50-09467-P, dated July 20, 2012, 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. **AUTOMATIC TERMINATION:** This easement shall automatically terminate when, in the opinion of Grantor, the easement is not utilized for the purposes authorized. Any costs or expenses incurred by Grantor in removing Grantee or its property from the easement area shall be paid by Grantee.

4. **WARRANTY OF TITLE/GUARANTEED 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.

5. **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.

6. **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.

7. **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.

8. **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.

9. RIGHT TO TERMINATE: Should a need of greater public benefit and use arise as determined by Grantor in its sole discretion, the Grantor shall have the right to terminate this easement. At such time, the Grantor shall issue written notification to the Grantee stating the effective date of such termination.

10. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

11. 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.

12. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

13. 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.

14. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

15. 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.

16. 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.

17. AMENDMENTS/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.

18. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE 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.

19. 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 of 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.

20. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), 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.

WITNESSES:

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

BY: \_\_\_\_\_

Jeffery M. Gentry, Operations and Management Consultant  
Manager, Bureau of Public Land Administration, Division  
of State Lands, State of Florida 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

"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, State of Florida 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:

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
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

Shelley Vana  
Typed/Printed Name of Executing Authority

Chair  
Title of Executing Authority

"GRANTEE"

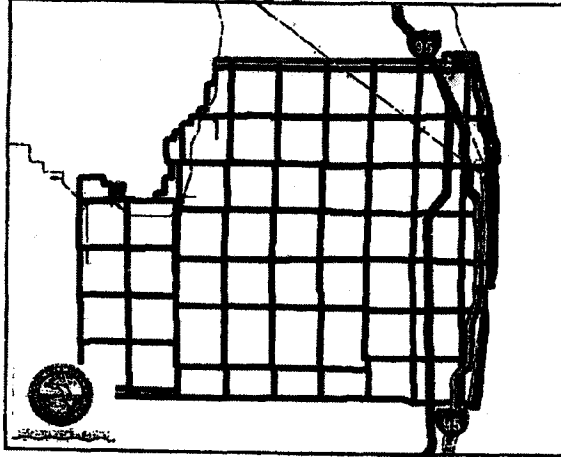
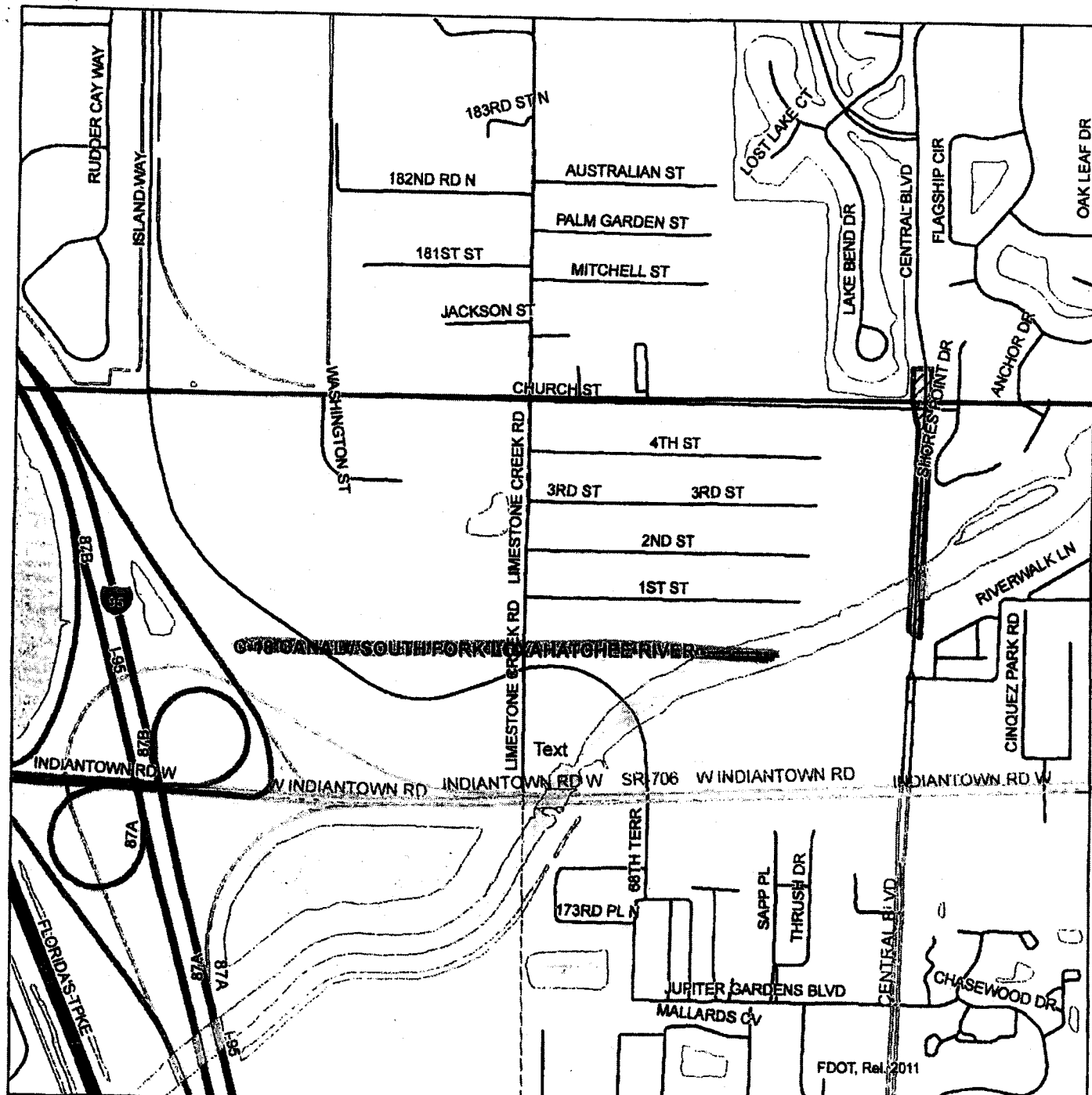
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Shelley Vana as Chair, for and on behalf of the Board of County Commissioners of Palm Beach County, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name



PALM BEACH COUNTY, FLORIDA


Legend

 Application

Application Number: 120424-6

Sec 3 / Twp 40 / Rge 42

Project Name: CENTRAL BOULEVARD AND CHURCH STREET

0 0.05 0.1  
 Miles

N  
  
 Map Date: 2012-06-14

Permit Number: 50-09467-P

Exhibit Number: 1

**BOUNDARY SURVEY**  
**SUBMERGED LAND <sup>EASEMENT</sup> LEASE FOR**  
**CENTRAL BOULEVARD BRIDGE**  
**OVER S.F.W.M.D. C-18 CANAL**

**LEGAL DESCRIPTION**

A PORTION OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3; THENCE SOUTH 01°54'20" WEST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 1,097.34 FEET; THENCE SOUTH 88°05'30" EAST, A DISTANCE OF 15.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°56'03" EAST, A DISTANCE OF 60.82 FEET; THENCE SOUTH 02°03'58" WEST, A DISTANCE OF 258.71 FEET; THENCE SOUTH 64°05'55" WEST, A DISTANCE OF 52.65 FEET; THENCE NORTH 02°03'58" EAST, A DISTANCE OF 244.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF JUPITER, BROWARD COUNTY, FLORIDA AND CONTAIN 0.268 ACRES, MORE OR LESS.

**NOTES:**

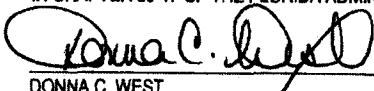
1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
3. BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, HAVING AN ASSUMED BEARING OF SOUTH 01°54'20" WEST.
4. DATA SHOWN HEREON IS PER DOCUMENTS OF RECORD, FIELD LOCATIONS PROVIDED BY BETSY LINDSAY, INC. IN 2006, AND ROADWAY DESIGN PLANS FOR CENTRAL BOULEVARD.
5. THERE HAVE BEEN NO IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SURVEY EXCEPT AS SHOWN HEREON.

**ABBREVIATIONS:**

A	= ARC LENGTH	ND	= NAIL & DISC
B.C.R.	= BROWARD COUNTY RECORDS	P.B.	= PLAT BOOK
BLDG.	= BUILDING	PG.	= PAGE
CONC.	= CONCRETE	P.O.B.	= POINT OF BEGINNING
D	= DELTA (CENTRAL ANGLE)	P.O.C.	= POINT OF COMMENCEMENT
D.E.	= DRAINAGE EASEMENT	RW	= RIGHT-OF-WAY
ELEC.	= ELECTRIC	SLB	= STREET LIGHT BOX
FIP	= FOUND IRON PIPE	S.F.W.M.D.	= SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FIR/C	= FOUND IRON ROD & CAP	STY.	= STORY
FND.	= FOUND	TSB	= TRAFFIC SIGNAL BOX
		U.E.	= UTILITY EASEMENT

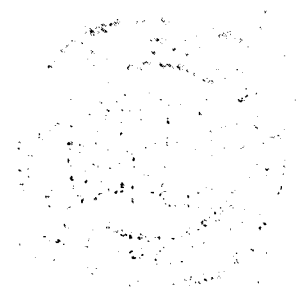
**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



LAST DATE OF FIELDWORK: 2006

DONNA C. WEST  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA REGISTRATION NO. LS4290



**HSQ GROUP, INC.**  
**Engineers • Planners • Surveyors**  
 1489 West Palmetto Park Rd., Suite 340  
 Boca Raton, Florida 33486 • 561.392.0221  
 CA26258 • LB7924

PROJECT:	<b>CENTRAL BOULEVARD</b>
PROJECT NO.:	0601-04
DATE:	6/06/12
	SHEET 1 OF 2



