

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2015 | 2016 | 2017 | 2018 | 2019 |
|--|---------------|------------------|------------|--------------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT * | _____ | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |
| Is Item Included in Current Budget? | Yes _____ | | No _____ | | |
| Budget Account No.: | Fund _____ | Department _____ | Unit _____ | Object _____ | |
| | Program _____ | | | | |

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

*There is no fiscal impact associated with this item.

C. Department Fiscal Review: *S. Neary*

III. REVIEW COMMENTS

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

| | |
|--|--|
| <p><i>[Signature]</i> OFMB <i>8/24/16</i></p> | <p><i>[Signature]</i> Contract Development and Control <i>9/11/16</i></p> |
|--|--|

B. Legal Sufficiency:

Anne Delgado 9/12/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

ATTACHMENT 1

This Instrument Prepared By:
Celeda Wallace
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 RENEWAL

BOT FILE NO. 502922496
EASEMENT NO. 29701

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 sovereignty submerged land in Section 15,
Township 45 South, Range 43 East, in Intracoastal Waterway,
Palm Beach County, as is more particularly described
and shown on Attachment A, dated December 3, 1996.

TO HAVE THE USE OF the hereinabove described premises from December 18, 2001, the effective date of this easement renewal, through December 18, 2051, the expiration date of this easement renewal. 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 limerock riprap breakwater. 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/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.

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.

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

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Palm Beach County, Florida
301 North Olive Avenue, Suite 1201
West Palm Beach, Florida 33401

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.

11. 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.

12. 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 paragraph 10 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.

13. 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.

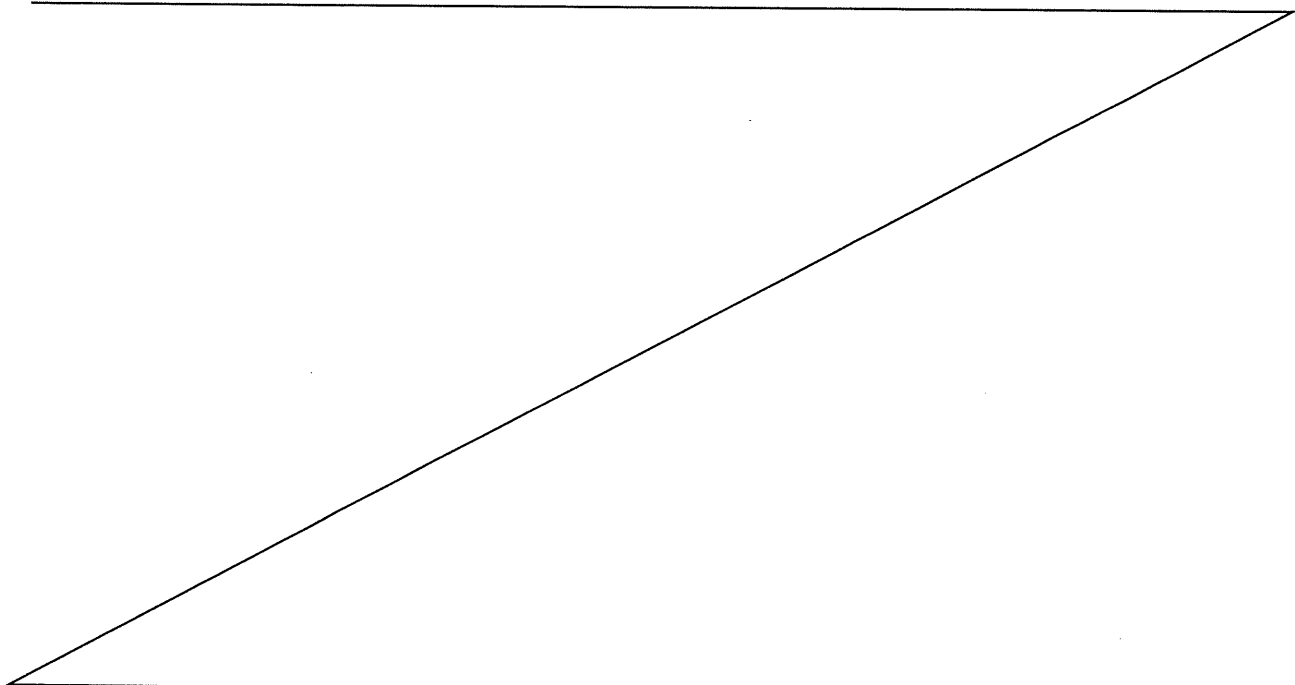
14. AMENDMENTS/ MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. 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.

16. 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.

17. 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.

18. ACCRETION INTEREST: In further consideration of the issuance of this easement by Grantor, Grantee expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.



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:

Cheryl C. McCall, Chief, 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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 7/20/16
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name


Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By:  _____
Department Director

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Mary Lou Berger as Mayor, for and on behalf of Board of County Commissioners of Palm Beach County, Florida. She is
personally known to me or who has produced _____, as identification.

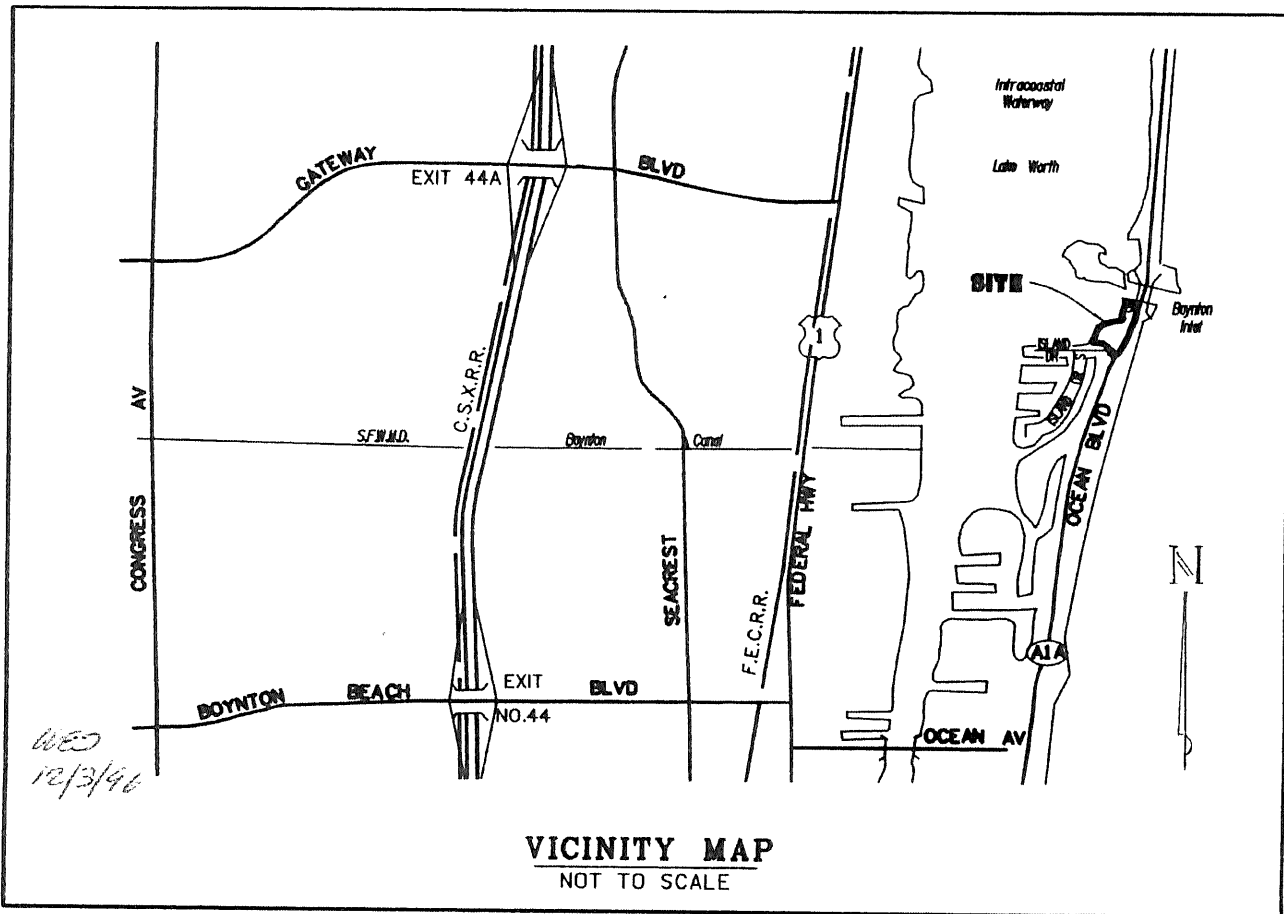
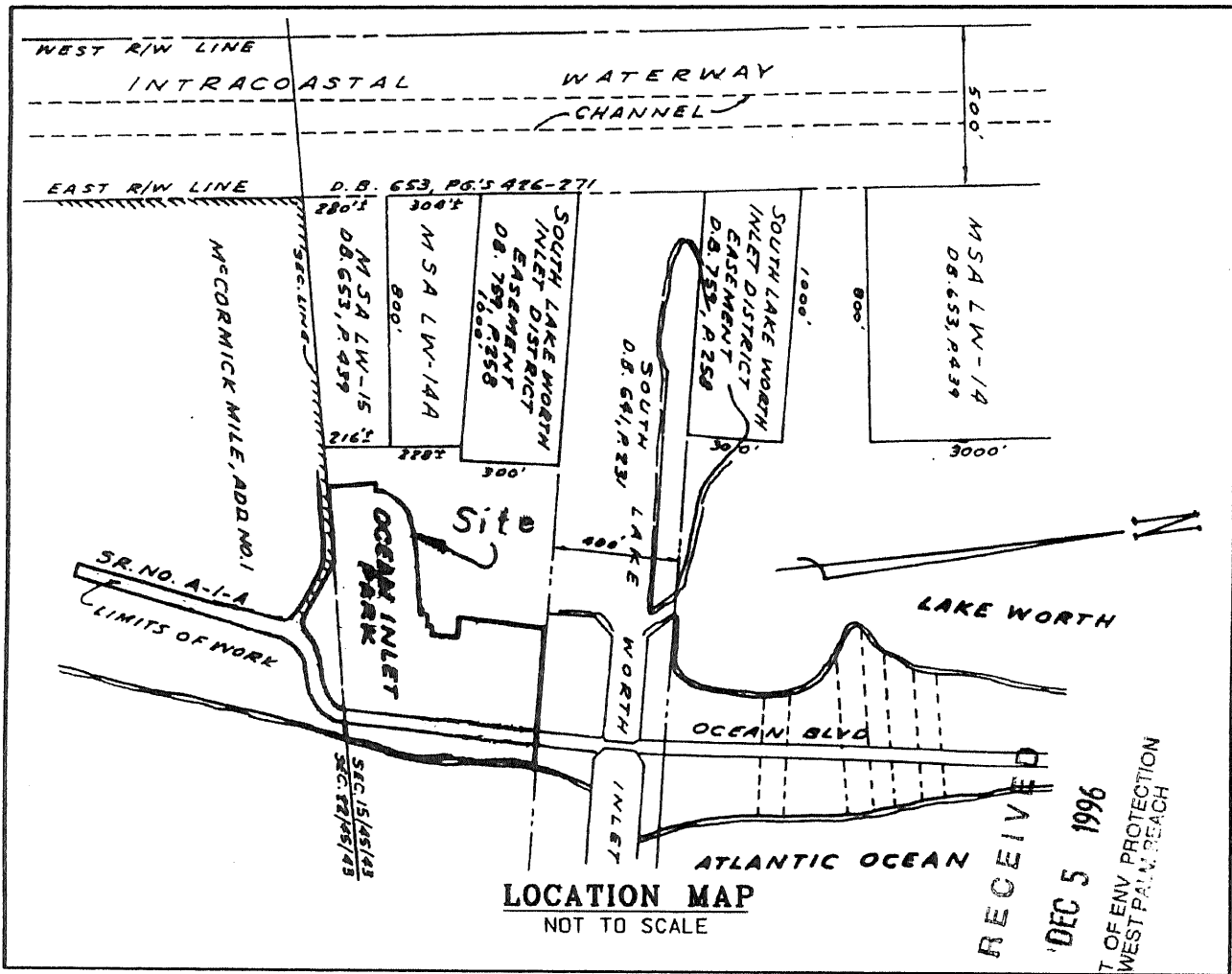
My Commission Expires:


Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



| | | | | | | |
|----------------------|--|--|-----------------------------------|--|---|------|
| PROJECT NO. 00000 | PROJECT: OCEAN INLET PARK SHORE PROTECTION PROJECT | SCALE: 1" = 80' APPROVED BY: E.T. DRAWN: E.A.D. CHECKED: W.E.T. DATE: 12/03/96 | NO. | REVISION | BY | DATE |
| | DESIGN FILE NAME: P:\E0\862440IP. | | DRAWING NO. S-1-97-1107 | FIELD BOOK NO. 1162J/24-80 1162K/30-40 |  PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406 | |

DESCRIPTION

A PARCEL OF LAND LYING LAKEWARD OF THE MEAN HIGH WATER LINE AS REPRESENTED BY ELEVATION 1.70 (FEET) OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NVGD, 1929) LOCATED ON THE EAST SHORE OF THE WATERS OF LAKE WORTH ON MAY 2, 1996. (SAID ELEVATION WAS PROVIDED BY THE BUREAU OF SURVEY AND MAPPING TO ESTABLISH THE MEAN HIGH WATER LINE FOR PERMIT PURPOSES AND IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PALM BEACH COUNTY AND STATE OWNERSHIP) AND SITUATED WITHIN SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS CAP AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. A-1-A IN ACCORDANCE WITH THE RIGHT-OF-WAY MAP RECORDED IN ROAD BOOK 5, PAGE 28, RECORDED IN AND FOR THE PUBLIC RECORDS OF SAID COUNTY, WITH THE SOUTH LINE OF SAID SECTION 15, THENCE RUN NORTH 89°56'43" WEST ALONG SAID SOUTH LINE OF SECTION 15, (SAID LINE AND BEARING BEING THE MERIDIAN BASIS HEREIN AND ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE RECONSTRUCTION OF THE PALM BEACH COUNTY COORDINATE SYSTEM DERIVED FROM THE FLORIDA STATE TRANSVERSE MERCATOR PROJECTION SYSTEM 1972 FREE ADJUSTMENT GRID FOR THE EAST ZONE), A DISTANCE OF 678.41 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF FILLED SOVEREIGNTY LAND DEEDED BY TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (T.I.I.F.) DEED NO. 23235-1234-50, RECORDED IN OFFICIAL RECORD BOOK 861, PAGE 277 IN AND FOR THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY; THENCE NORTH 0°28'17" EAST ALONG THE WEST LINE OF SAID DEEDED PARCEL AND ALONG THE WEST LINE OF THE FILLED SOVEREIGNTY LAND PARCEL DEEDED BY (T.I.I.F.) DEED NO. 23279-1273-50, RECORDED IN OFFICIAL RECORD BOOK 868, PAGE 432 IN AND FOR SAID PUBLIC RECORDS, A DISTANCE OF 165.00 FEET TO THE NORTHWEST CORNER OF SAID LAST REFERENCED PARCEL; THENCE SOUTH 89°56'43" EAST ALONG THE NORTH LINE OF SAID LAST REFERENCED PARCEL, A DISTANCE OF 65.80 FEET TO THE SOUTHWEST CORNER OF THE FILLED SOVEREIGNTY LAND PARCEL DEEDED BY T.I.I.F. QUIT-CLAIM DEED NO. 25136-2346-50; THENCE NORTH 7°55'42" EAST, ALONG THE WEST LINE OF SAID QUIT-CLAIMED PARCEL, A DISTANCE OF 48.27 FEET; THENCE NORTH 6°19'35" EAST, ALONG SAID WEST LINE, A DISTANCE OF 41.41 FEET; THENCE NORTH 20°08'37" EAST, ALONG SAID WEST LINE, A DISTANCE OF 11.59 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 60°23'07" WEST, A DISTANCE OF 54.05 FEET;
THENCE NORTH 29°21'28" WEST, A DISTANCE OF 18.36 FEET;
THENCE NORTH 54°34'59" EAST, A DISTANCE OF 55.22 FEET;
THENCE NORTH 66°02'15" EAST, A DISTANCE OF 28.49 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID QUIT-CLAIMED PARCEL;
THENCE NORTH 68°02'15" EAST, A DISTANCE OF 30.60 FEET;
THENCE NORTH 81°52'12" EAST, A DISTANCE OF 91.92 FEET;
THENCE NORTH 67°00'41" EAST, A DISTANCE OF 35.85 FEET;
THENCE SOUTH 15°31'27" EAST, A DISTANCE OF 18.68 FEET;
THENCE SOUTH 67°00'41" WEST, A DISTANCE OF 35.85 FEET;
THENCE SOUTH 79°12'57" WEST, A DISTANCE OF 42.76 FEET;
THENCE SOUTH 84°10'25" WEST, A DISTANCE OF 49.25 FEET;
THENCE SOUTH 60°23'07" WEST, A DISTANCE OF 55.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 4,816 SQUARE FEET OR 0.1106 ACRES.

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

William E. Tydings, III 12/3/96
WILLIAM E. TYDINGS, III, P.S.M.
FLORIDA CERTIFICATE NO. 1846
PALM BEACH COUNTY ENGINEERING DEPARTMENT
SURVEY SECTION

SKETCH AND DESCRIPTION
THIS IS NOT A FIELD SURVEY

DEED LINE PER T.I.I.F. DISCLAIMER
DEED NO. 25136-2346-50

| | | | |
|---|-------------|--------|-----|
| A | N07°55'42"E | 48.27' | S&D |
| B | N06°19'35"E | 41.41' | S&D |
| C | N20°08'37"E | 41.74' | S&D |
| D | N45°41'12"E | 17.88' | S&D |
| E | N60°14'31"E | 45.31' | S&D |
| F | N78°23'53"E | 44.33' | S&D |
| G | N86°43'04"E | 51.68' | S&D |
| H | N84°53'42"E | 43.81' | S&D |
| I | S88°43'43"E | 44.78' | S&D |
| J | S77°00'18"E | 59.10' | S&D |

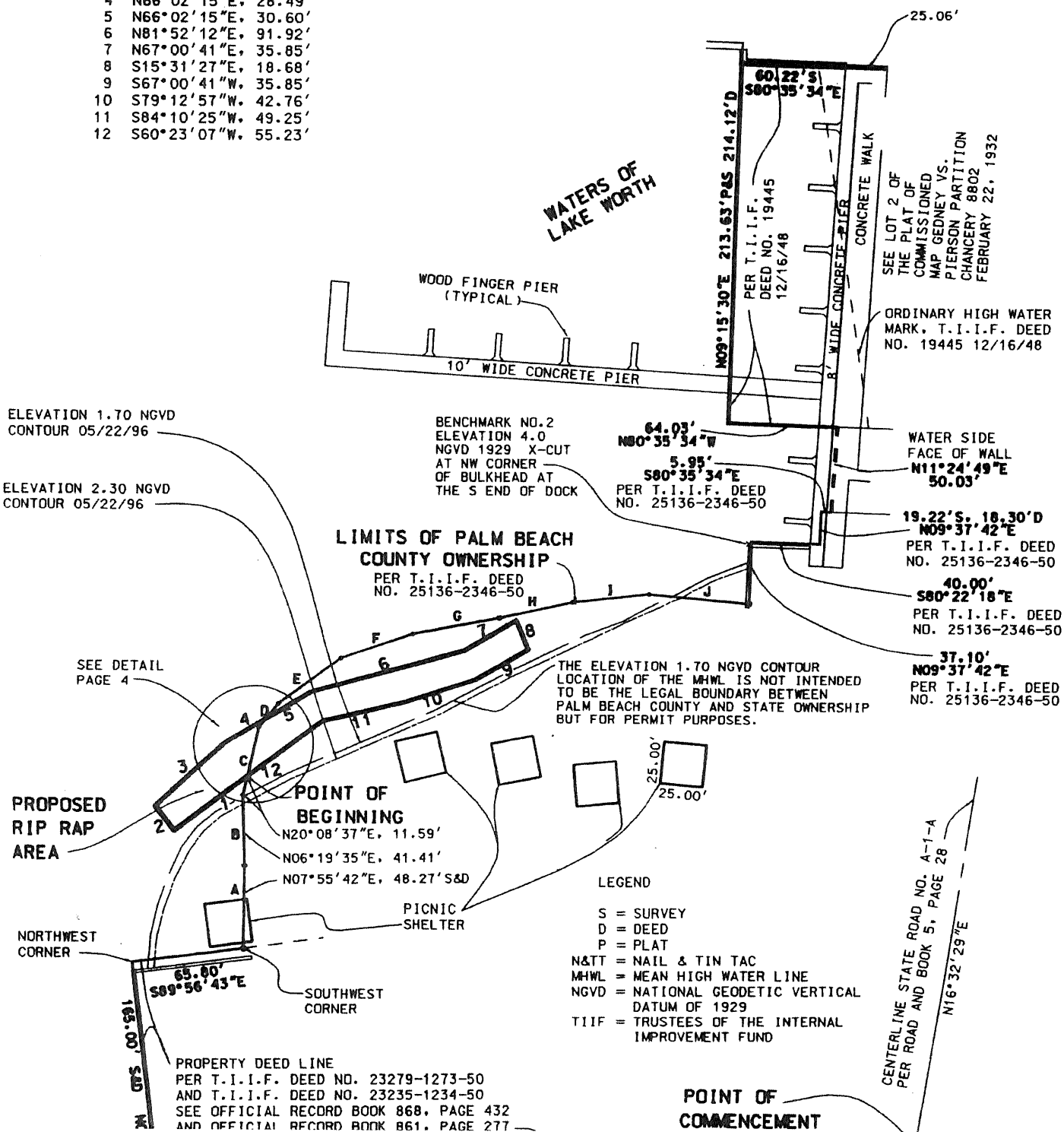
SECTION 15
TOWNSHIP 45 SOUTH
RANGE 43 EAST

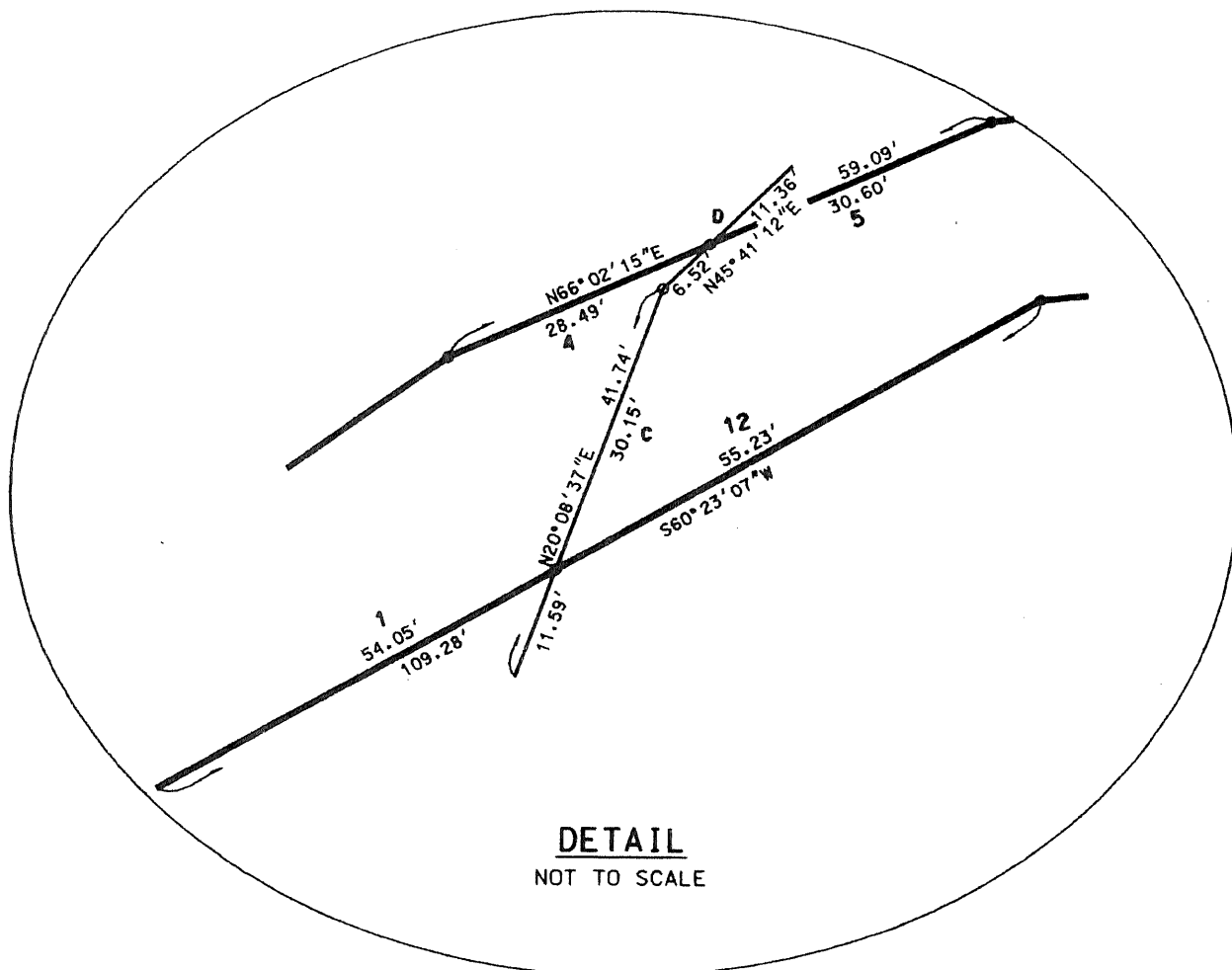


SCALE: 1" = 80'

PROPOSED RIP RAP AREA

| | | |
|----|-------------|--------|
| 1 | S60°23'07"W | 54.05' |
| 2 | N29°21'28"W | 18.36' |
| 3 | N54°34'59"E | 55.22' |
| 4 | N66°02'15"E | 28.49' |
| 5 | N66°02'15"E | 30.60' |
| 6 | N81°52'12"E | 91.92' |
| 7 | N67°00'41"E | 35.85' |
| 8 | S15°31'27"E | 18.68' |
| 9 | S67°00'41"W | 35.85' |
| 10 | S79°12'57"W | 42.76' |
| 11 | S84°10'25"W | 49.25' |
| 12 | S60°23'07"W | 55.23' |





SURVEYOR'S NOTES

1. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE RE-CONSTRUCTION OF THE PALM BEACH COUNTY COORDINATE SYSTEM DERIVED FROM THE FLORIDA STATE TRANSVERSE MERCATOR PROJECTION SYSTEM (1972 FREE ADJUSTMENT GRID FOR THE EAST ZONE).
2. BECAUSE OF THE METHODOLOGY USED BY THE U.S.C. & G.S. IN THEIR NORTH/SOUTH BEACH RUN AND THE DETERIORATION OF IT'S ACCURACY BY THE COUNTY'S NORTH/SOUTH TRAVERSE USED IN ESTABLISHING SAID 1972 FREE ADJUSTMENT GRID SYSTEM ON THE ISLAND THESE COORDINATE VALUES MUST NOT BE CONSIDERED OF GREATER ACCURACY THAN THIRD ORDER PRECISION. THE SURVEY IS 1 IN 10,000 OR BETTER.
3. THE ELEVATIONS SHOWN HEREON ARE ON N.G.V.D. DATUM AND DERIVED FROM BENCHMARK INLET 315 A FLORIDA D.O.T. BRASS DISC LOCATED AT THE A-1-A BRIDGE OVER THE BOYNTON INLET IN THE SOUTHEAST CORNER OF SAID BRIDGE A DISTANCE OF 21.4 NORTH OF THE SOUTH END OF THE SIDEWALK. BENCHMARKS NO. 1 AND NO. 2 ARE SHOWN AND DESCRIBED ON THE DRAWINGS.
4. TIDAL DATA WAS RECEIVED FROM MR. DOUG THOMSON, D.E.P. MAPPING AND SURVEYING, 3900 COMMON-WEALTH BOULEVARD, MALL STATION 105, TALLAHASSEE, FLORIDA 32399 ON MAY 15, 1996 AND IS STATED AS FOLLOWS:

TIDAL DATUM FOR BOYNTON BEACH/LAKE WORTH SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST

MEAN HIGH WATER = ELEV. 1.7 N.G.V.D.
 MEAN LOW WATER = ELEV. MINUS 0.8 N.G.V.D.
 MEAN TIDE LEVEL = ELEV. 0.5 N.G.V.D.
 SAFE UPLAND LINE = ELEV. 2.2 N.G.V.D.
 RANGE OF TIDE = 2.5'

✓ P.B. Co. Dept. Environmental Res. Mgmt
3323 Belvedere Rd Bldg. 502 alt. Frank Griffiths
WPB FL 33406

ATTACHMENT 2

This Instrument Prepared By:
Cher King
Submerged Lands Section
Bureau of Land Management Services
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

APR-15-1997 2:51pm 97-132097
ORB 9746 Pg 1262
1
Con 10.00 Doc .70

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

SOVEREIGN SUBMERGED LANDS EASEMENT

NO. 29701 (4718-50)
BOT FILE NO. 502922496

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 Board of County Commissioners, 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
15 Township 45 South, Range 43 East, in Intracoastal Waterway,
Palm Beach County, as is more particularly described
and shown on Attachment A, dated December 3, 1996.

TO HAVE THE USE OF the hereinabove described premises from December 18, 1996, the effective date of this easement. The terms and conditions of 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 construction and installation of a limerock riprap breakwater, and Grantee shall not engage in any activity except as described in the Department of Environmental Protection, Consolidated Joint Coastal Permit No. ES-502922496, dated December 18, 1996, incorporated herein and made a part of this easement by reference.
2. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantes the suitability of any of the lands for any particular use.
3. 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.
4. 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.
5. 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.
6. 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.

TFI 03297000047.8

ORB 7746 Pg 1263

7. 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.

8. VENUE: Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

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

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Palm Beach County Board of County Commissioners
Department of Environmental Resources Management
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406

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.

11. 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.

12. 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.

13. 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.

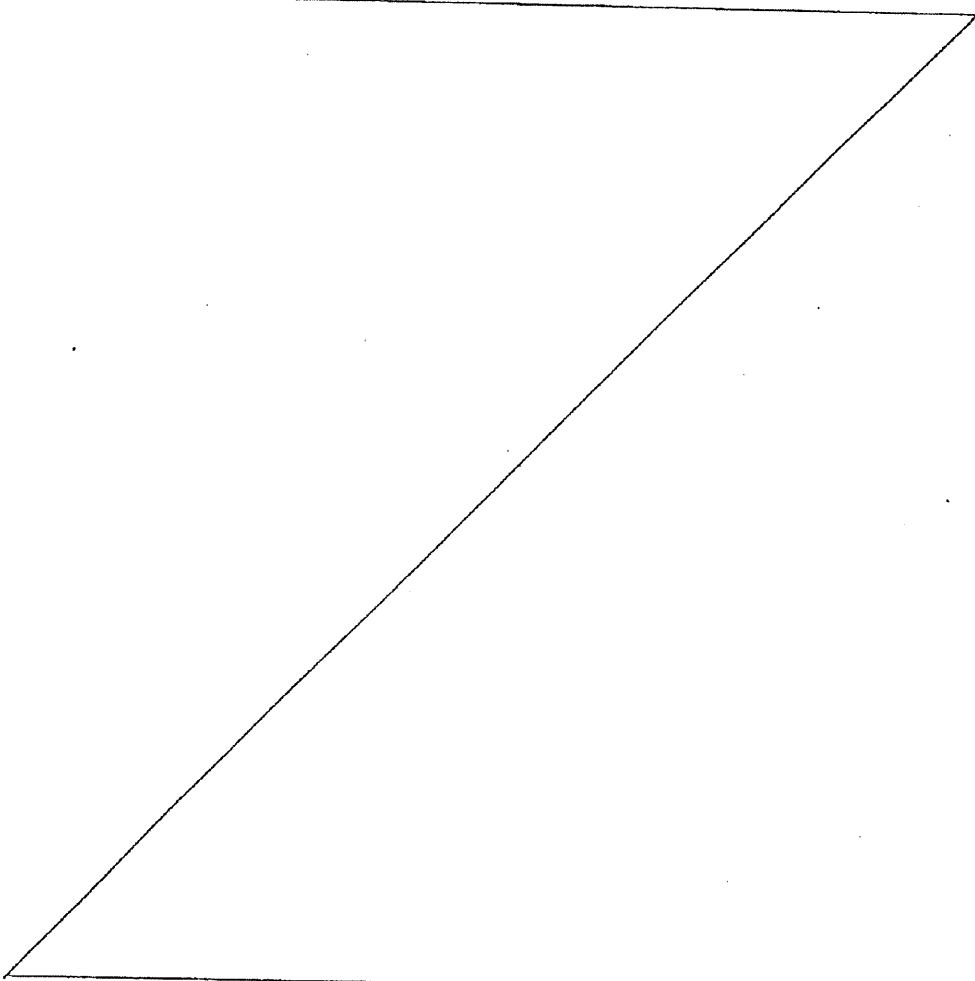
14. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following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

15. 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.

16. 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.

17. 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.

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee, pursuant to section 18-21.009, Florida Administrative Code, must either be the record owner of the riparian upland property or have the written consent of the riparian upland property owner(s) 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, this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.



ORE 9746 Pg 1265

WITNESSES:

Linda J. Tschappat
Original Signature

Linda J. Tschappat
Typed/Printed Name of Witness

Deborah S. Castiglione
Original Signature

DEBORAH S. CASTIGLIONE
Typed/Printed Name of Witness

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

(SEAL)

BY Carlos Rivero-deAguilar 4/2/97
Carlos Rivero-deAguilar, Director of District Management,
Southeast District, Department of Environmental Protection,
as agent for the Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida

STATE OF FLORIDA
COUNTY OF Palm Beach

"GRANTOR"

The foregoing instrument was acknowledged before me this 2nd day of April, 1997
by Carlos Rivero-deAguilar, Director of District Management, Southeast District, Department of Environmental Protection
who is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Joseph. Hesi
DEP Attorney

Ann E. Garris
Notary Public, State of Florida

Printed, Typed or Stamped Name ANN E. GARRIS
MY COMMISSION # CC438329 EXPIRES
February 12, 1999
BONDED THROUGH TROY FARM INSURANCE, INC.

Commission/Serial No. _____

JOSEPH H. WILKEN, CLERK
Board of County Commissioners
BY Paul C. Smith
Original Signature DEPUTY CLERK
Paul C. Smith
Typed/Printed Name of Witness

Palm Beach County Board of County Commissioners (SEAL)
Grantee

BY Burt Aaronson
Original Signature of Executing Authority

Burt Aaronson MAR 04 1997
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

Original Signature _____

Typed/Printed Name of Witness _____

STATE OF Florida
COUNTY OF Palm Beach

R97-291-D

"GRANTEE"

The foregoing instrument was acknowledged and witnessed before me this MAR 04 1997 day of MAR 04 1997, 1997
by Burt Aaronson as Chairman, for and on behalf of Palm Beach County Board of County Commissioners. He is personally
known to me or who has produced _____ as identification.

My Commission Expires: _____

Debra Rowatt
Notary Public, State of Florida

Commission/Serial No. _____

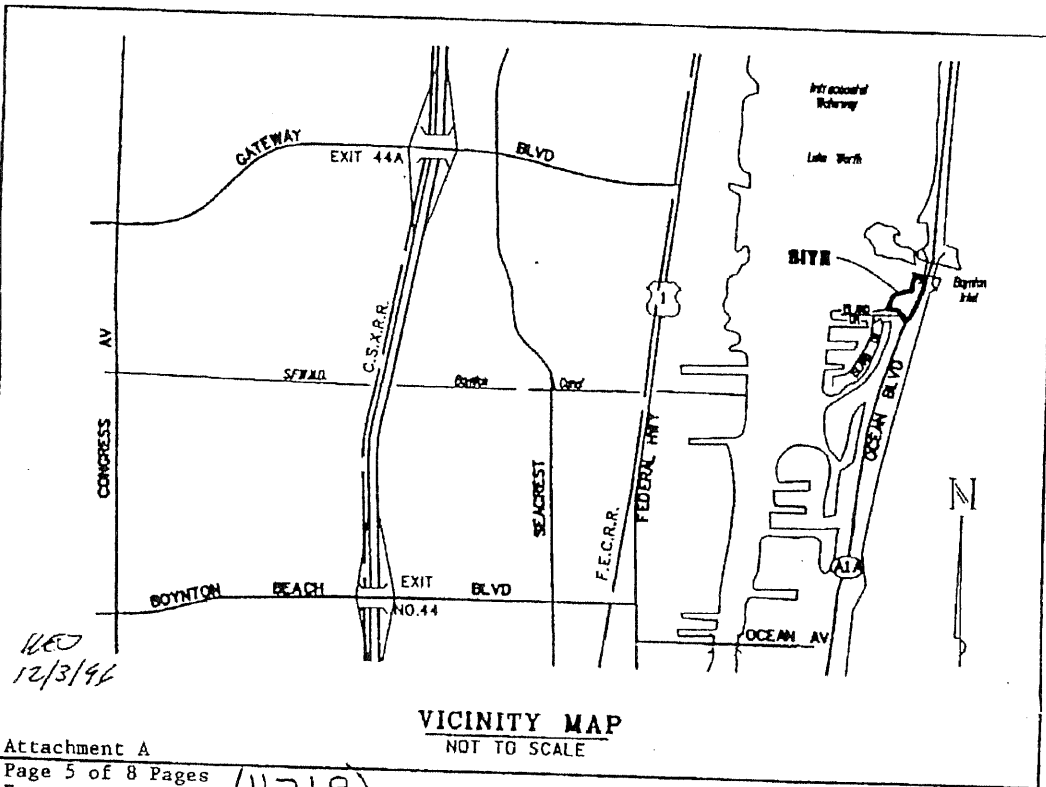
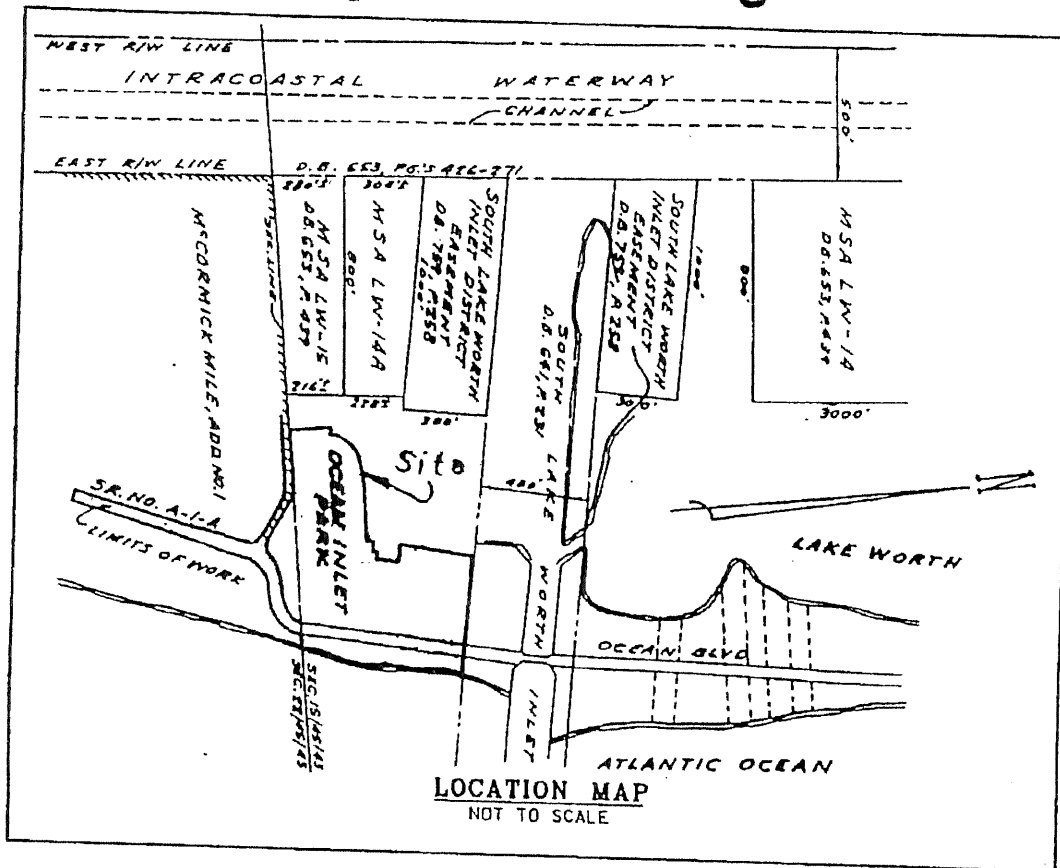
Printed, Typed or Stamped Name _____

Page 4 of 8 Pages (4718)
Easement No. 29701

NOTARY PUBLIC
STATE OF FLORIDA
VILLA OSWALT
COMMISSION # CC 364437
EXPIRES MAY 6, 1998
BONDED THRU
ATLANTIC BONDING CO., INC

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Joseph Hesi
COUNTY ATTORNEY



Attachment A
Page 5 of 8 Pages
Easement No. 29701 (4718)

| | |
|-------------|---|
| PROJECT NO. | 4 |
| SHEET NO. | 1 |


OCEAN INLET PARK SHORE PROTECTION PROJECT

DESIGN FILE NAME: P:\ED\86244DIP.
DRAWING NO.: S-1-97-1107

| NO. | REVISION | BY | DATE |
|-----|-----------------|----|------|
| 1 | SCALE 1" = 80' | | |
| 2 | APPROVED N.E.T. | | |
| 3 | DESIGNED E.A.D. | | |
| 4 | DRAWN N.E.T. | | |
| 5 | DATE 12/03/96 | | |

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS

ENGINEERING SERVICES
160 AUSTRALIAN AVENUE
WEST PALM BEACH, FL 33411



DESCRIPTION

A PARCEL OF LAND LYING LAKEWARD OF THE MEAN HIGH WATER LINE AS REPRESENTED BY ELEVATION 1.70 (FEET) OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NVDG, 1929) LOCATED ON THE EAST SHORE OF THE WATERS OF LAKE WORTH ON MAY 2, 1996, (SAID ELEVATION WAS PROVIDED BY THE BUREAU OF SURVEY AND MAPPING TO ESTABLISH THE MEAN HIGH WATER LINE FOR PERMIT PURPOSES AND IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PALM BEACH COUNTY AND STATE OWNERSHIP) AND SITUATED WITHIN SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT A BRASS CAP AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. A-1-A IN ACCORDANCE WITH THE RIGHT-OF-WAY MAP RECORDED IN ROAD BOOK 5, PAGE 28, RECORDED IN AND FOR THE PUBLIC RECORDS OF SAID COUNTY, WITH THE SOUTH LINE OF SAID SECTION 15. THENCE RUN NORTH 89°56'43" WEST ALONG SAID SOUTH LINE OF SECTION 15, (SAID LINE AND BEARING BEING THE MERIDIAN BASIS HEREIN AND ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE RECONSTRUCTION OF THE PALM BEACH COUNTY COORDINATE SYSTEM DERIVED FROM THE FLORIDA STATE TRANSVERSE MERCATOR PROJECTION SYSTEM 1972 FREE ADJUSTMENT GRID FOR THE EAST ZONE), A DISTANCE OF 678.41 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF FILLED SOVEREIGNTY LAND DEEDED BY TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (T.I.I.F.) DEED NO. 23235-1234-50, RECORDED IN OFFICIAL RECORD BOOK 861, PAGE 277 IN AND FOR THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY; THENCE NORTH 0°28'17" EAST ALONG THE WEST LINE OF SAID DEEDED PARCEL AND ALONG THE WEST LINE OF THE FILLED SOVEREIGNTY LAND PARCEL DEEDED BY (T.I.I.F.) DEED NO. 23279-1273-50, RECORDED IN OFFICIAL RECORD BOOK 868, PAGE 432 IN AND FOR SAID PUBLIC RECORDS, A DISTANCE OF 165.00 FEET TO THE NORTHWEST CORNER OF SAID LAST REFERENCED PARCEL; THENCE SOUTH 89°56'43" EAST ALONG THE NORTH LINE OF SAID LAST REFERENCED PARCEL, A DISTANCE OF 65.80 FEET TO THE SOUTHWEST CORNER OF THE FILLED SOVEREIGNTY LAND PARCEL DEEDED BY T.I.I.F. QUIT-CLAIM DEED NO. 25136-2346-50; THENCE NORTH 7°55'42" EAST, ALONG THE WEST LINE OF SAID QUIT-CLAIMED PARCEL, A DISTANCE OF 48.27 FEET; THENCE NORTH 6°19'35" EAST, ALONG SAID WEST LINE, A DISTANCE OF 41.41 FEET; THENCE NORTH 20°08'37" EAST, ALONG SAID WEST LINE, A DISTANCE OF 11.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60°23'07" WEST, A DISTANCE OF 54.05 FEET; THENCE NORTH 29°21'28" WEST, A DISTANCE OF 18.36 FEET; THENCE NORTH 54°34'59" EAST, A DISTANCE OF 55.22 FEET; THENCE NORTH 66°02'15" EAST, A DISTANCE OF 28.49 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID QUIT-CLAIMED PARCEL; THENCE NORTH 68°02'15" EAST, A DISTANCE OF 30.60 FEET; THENCE NORTH 81°52'12" EAST, A DISTANCE OF 91.92 FEET; THENCE NORTH 67°00'41" EAST, A DISTANCE OF 35.85 FEET; THENCE SOUTH 15°31'27" EAST, A DISTANCE OF 18.68 FEET; THENCE SOUTH 67°00'41" WEST, A DISTANCE OF 35.85 FEET; THENCE SOUTH 79°12'57" WEST, A DISTANCE OF 42.76 FEET; THENCE SOUTH 84°10'25" WEST, A DISTANCE OF 49.25 FEET; THENCE SOUTH 60°23'07" WEST, A DISTANCE OF 55.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 4,816 SQUARE FEET OR 0.1106 ACRES.

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

William E. Tydings III 7/3/96
WILLIAM E. TYDINGS, III, P.S.M.
FLORIDA CERTIFICATE NO. 1846
PALM BEACH COUNTY ENGINEERING DEPARTMENT
SURVEY SECTION
160 AUSTRALIAN AVENUE
WEST PALM BEACH, FLORIDA 33406

Attachment A
Page 6 of 8 Pages
Easement No. 29701 (4718)

| | | | | | | |
|--|--------------------------------------|----------------------------|---|----|------|---|
| PROJECT: OCEAN INLET PARK SHORE PROTECTION PROJECT | SECTION NO. 2 | DATE 4 | REVISION | BY | DATE |  PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406 |
| | NETWORK FILE NAME P:\E0\8024401P. | DRAWING NO. S-1-97-1107 | SCALE: 1" = 80' (AS SHOWN) Author: E.A.O. Checker: W.E.T. Date: 11/27/95 | | | |

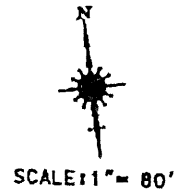
DEED LINE PER T.I.I.F. DISCLAIMER
DEED NO. 25136-2346-50

- A N07°55'42"E, 48.27' S&D
- B N06°19'35"E, 41.41' S&D
- C N20°08'37"E, 41.74' S&D
- D N43°41'12"E, 17.88' S&D
- E N60°14'31"E, 45.31' S&D
- F N78°23'53"E, 44.33' S&D
- G N86°43'04"E, 51.68' S&D
- H N84°53'42"E, 43.81' S&D
- I S88°43'43"E, 44.78' S&D
- J S77°00'18"E, 59.10' S&D

SKETCH AND DESCRIPTION
THIS IS NOT A FIELD SURVEY

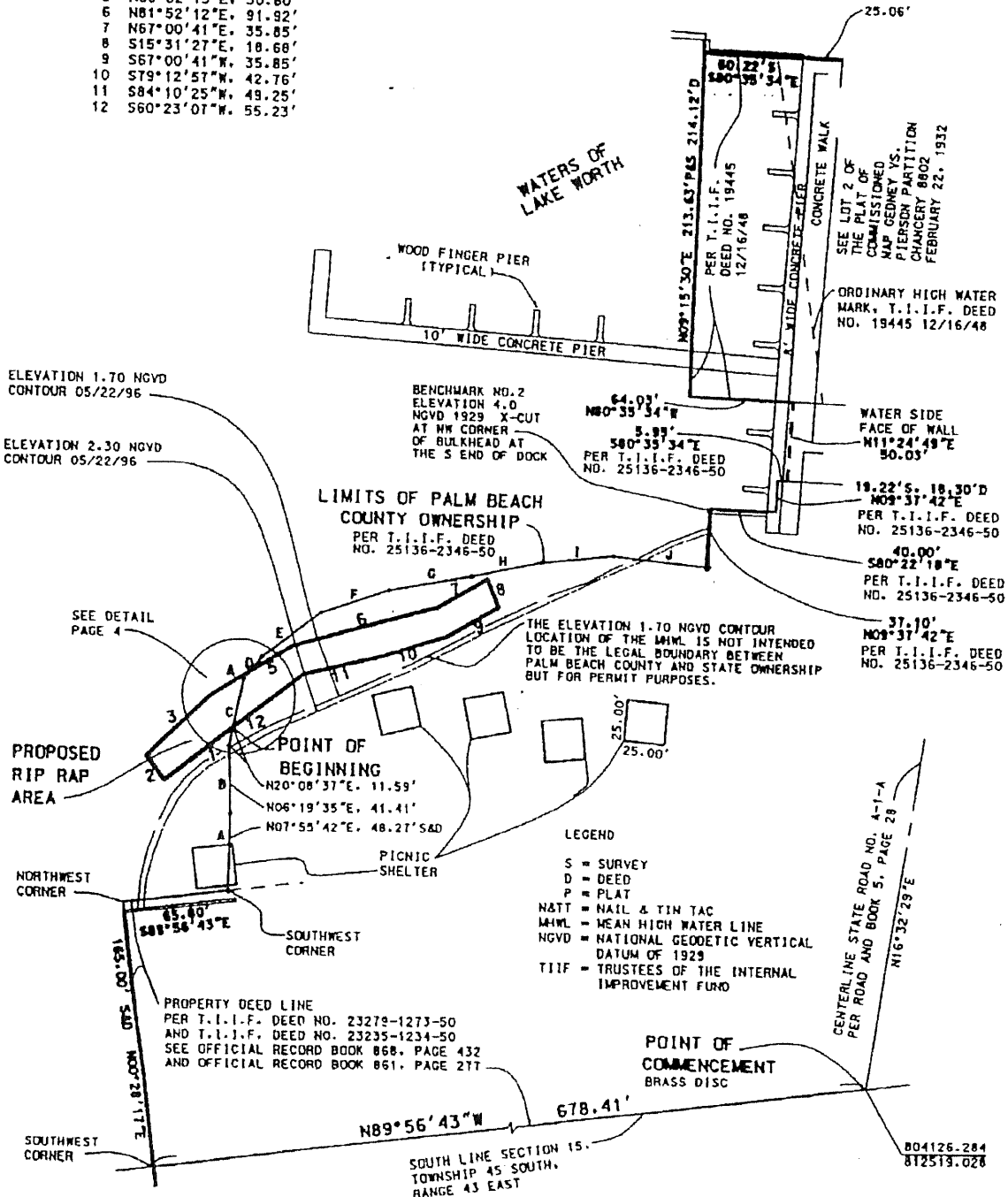
ORB 9746 Pg 1268

SECTION 15
TOWNSHIP 45 SOUTH
RANGE 43 EAST



PROPOSED RIP RAP AREA

- 1 S60°23'07"W, 54.05'
- 2 N29°21'28"W, 18.36'
- 3 N54°34'59"E, 55.22'
- 4 N66°02'15"E, 28.49'
- 5 N66°02'15"E, 30.60'
- 6 N81°52'12"E, 91.92'
- 7 N67°00'41"E, 35.85'
- 8 S15°31'27"E, 18.68'
- 9 S67°00'41"W, 35.85'
- 10 S79°12'57"W, 42.76'
- 11 S84°10'25"W, 49.25'
- 12 S60°23'07"W, 55.23'

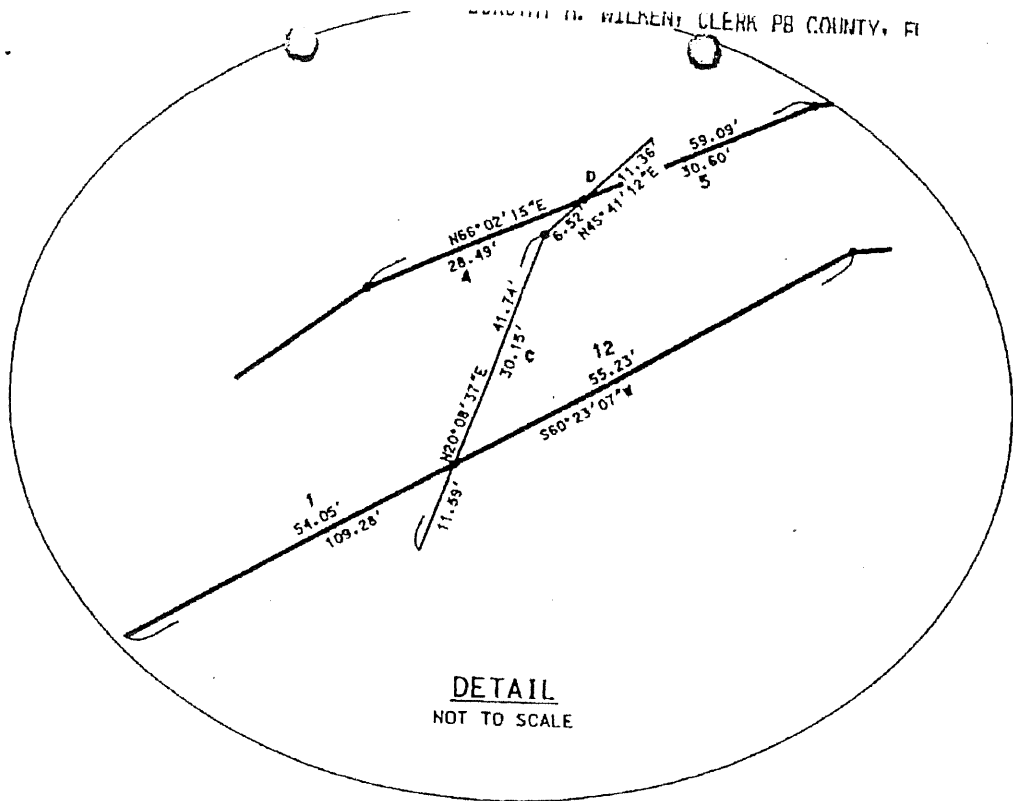


UCD
12/3/46

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FIELD WORK COMPLETED ON 05/22/96

WILLIAM E. TYDINGS, III, CLERK PB COUNTY, FL



SURVEYOR'S NOTES

1. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE RE-CONSTRUCTION OF THE PALM BEACH COUNTY COORDINATE SYSTEM DERIVED FROM THE FLORIDA STATE TRANSVERSE MERCATOR PROJECTION SYSTEM (1972 FREE ADJUSTMENT GRID FOR THE EAST ZONE).
2. BECAUSE OF THE METHODOLOGY USED BY THE U.S.C. & G.S. IN THEIR NORTH/SOUTH BEACH RUN AND THE DETERIORATION OF IT'S ACCURACY BY THE COUNTY'S NORTH/SOUTH TRAVERSE USED IN ESTABLISHING SAID 1972 FREE ADJUSTMENT GRID SYSTEM ON THE ISLAND THESE COORDINATE VALUES MUST NOT BE CONSIDERED OF GREATER ACCURACY THAN THIRD ORDER PRECISION. THE SURVEY IS 1 IN 10,000 OR BETTER.
3. THE ELEVATIONS SHOWN HEREON ARE ON N.G.V.D. DATUM AND DERIVED FROM BENCHMARK INLET 315 A FLORIDA D.O.T. BRASS DISC LOCATED AT THE A-1-A BRIDGE OVER THE BOYNTON INLET IN THE SOUTHEAST CORNER OF SAID BRIDGE A DISTANCE OF 21.4 NORTH OF THE SOUTH END OF THE SIDEWALK. BENCHMARKS NO. 1 AND NO. 2 ARE SHOWN AND DESCRIBED ON THE DRAWINGS.
4. TIDAL DATA WAS RECEIVED FROM MR. DOUG THOMSON, D.E.P. MAPPING AND SURVEYING, 3900 COMMON-WEALTH BOULEVARD, MALL STATION 105, TALLAHASSEE, FLORIDA 32399 ON MAY 15, 1996 AND IS STATED AS FOLLOWS:
 TIDAL DATUM FOR BOYNTON BEACH/LAKE WORTH SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST
 MEAN HIGH WATER = ELEV. 1.7 N.G.V.D.
 MEAN LOW WATER = ELEV. MINUS 0.8 N.G.V.D.
 MEAN TIDE LEVEL = ELEV. 0.5 N.G.V.D.
 SAFE UPLAND LINE = ELEV. 2.2 N.G.V.D.
 RANGE OF TIDE = 2.5'
 NOTE: ELEV. 2.3 WAS PREVIOUSLY GIVEN BY D.N.R. IN APRIL, 1988, FOR THE SAFE UPLAND LINE.
5. THIS IS NOT A COMPLETE TOPOGRAPHIC OR BOUNDARY SURVEY OF THE PARK AND IS FOR SPECIFIC COUNTY PURPOSES RELATED TO PARK IMPROVEMENTS ONLY.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF WILLIAM E. TYDINGS, III, A FLORIDA LICENSED SURVEYOR OR MAPPER.

UED
12/3/96

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(4718)