

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No X

Budget Acct No.: Fund__ Dept.__ Unit__ Object
 Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact.

C. Departmental Fiscal Review: Alii Kovalainen

III. REVIEW COMMENTS

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

[Signature] 4/15/19
 OFMB
 4/9

[Signature] 4/15/19
 Contract Dev and Control
 4/15/19

4/15/19

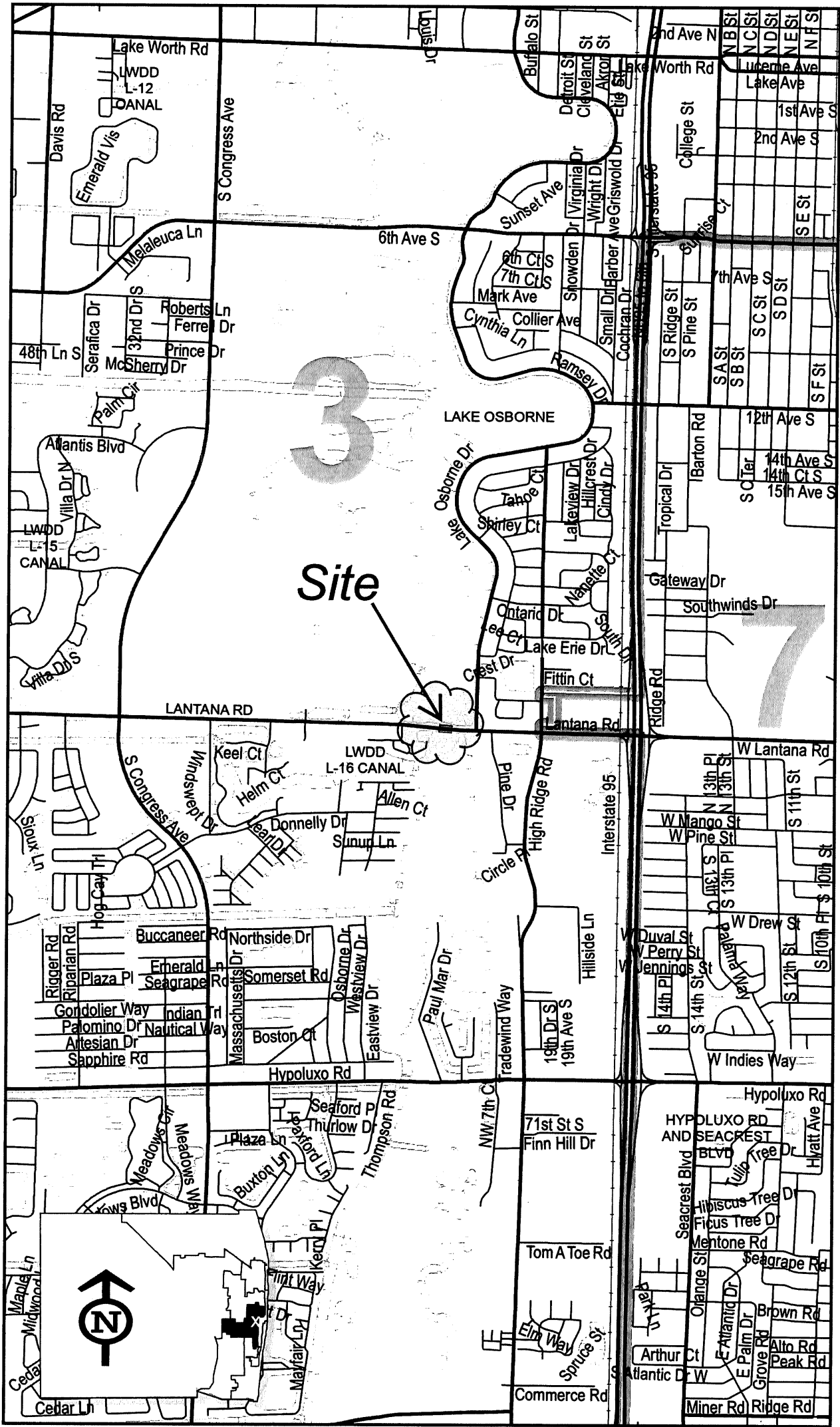
B. Approved as to Form and Legal Sufficiency:

[Signature] 4/16/2019
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



3

Site

7



Location Map

This Instrument Prepared By
James Kipp
Action No. 38622
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

EASEMENT NO. 00197
BOT FILE NO. 501434849

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, 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 sovereignty submerged land in Section 32, Township 44 South, Range 43 East, in Lake Osborne, Palm Beach County, Florida, as is more particularly described and shown on Attachment A, dated March 28, 1991.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from November 3, 2018, 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. 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. 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 the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the 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, Engineering Dept.
Attention: Roadway Product Division
P.O. Box 21229
West Palm Beach, FL 33416-1229

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.

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. 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.

10. LIABILITY/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.

11. 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.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for the following liabilities that accrue to the subject property or to the improvements thereon, 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. 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.

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. 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. 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.

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 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.

This portion left intentionally blank

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

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

Original Signature

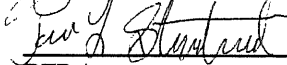
Print/Type Name of Witness

"GRANTOR"

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 AS SUBJECT TO PROPER EXECUTION:



12/11/2018

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: _____
Deputy Clerk

By: _____
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: _____
Yelizaveta B Herman
Assistant County Attorney

By: *Daniel A. Fernandez*
Department Director

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ 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

DESCRIPTION PARCEL 111

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

ADDITIONAL ROAD RIGHT-OF-WAY
ADJACENT TO LANTANA ROAD (C.R. 812)
TRACT 38 (HIATUS) TOWNSHIP 44 1/2 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

Being a parcel of land lying in Lake Osborne in said Tract 38 and being more particularly described as follows:

Commencing at the Southeast Corner of Section 32, Township 44 South, Range 43 East (bearings used herein are based on the Florida Department of Transportation Right-of-Way Maps, S.R. 812, Section 9350-2605 bearing of the South line of said Section 32, South 88° 01' 31" East);

Thence North 88° 01' 31" West along said South line of Section 32, a distance of 1,262.19 feet;

Thence South 01° 58' 29" West, a distance of 20.00 feet to a point on the Southerly Right-of-Way line of said Lantana Road as now laid out and in use and the Westerly line of Plat of Lake Osborne Park, Plat Book 7, Page 10 as recorded in the Public Records of Palm Beach County, Florida and the POINT-OF-BEGINNING;

Thence South 05° 45' 52" East along said Westerly line of Plat of Lake Osborne Park, a distance of 60.65 feet;

Thence North 85° 01' 31" West, a distance of 408.66 feet to a point of curve concave to the South;

Thence Westerly along the arc of said curve having a radius of 13,650.99 feet and a central angle of 01° 10' 41", a distance of 280.69 feet to a point on a curve the bearing tangent to curve is North 86° 12' 12" West;

Thence North 61° 01' 31" West, a distance of 59.25 feet to a point on the said Southerly Right-of-Way line of Lantana Road;

Thence South 88° 01' 31" East, a distance of 733.16 feet to the POINT-OF-BEGINNING.

Containing in area 29,599 square feet or 0.680 acres more or less.

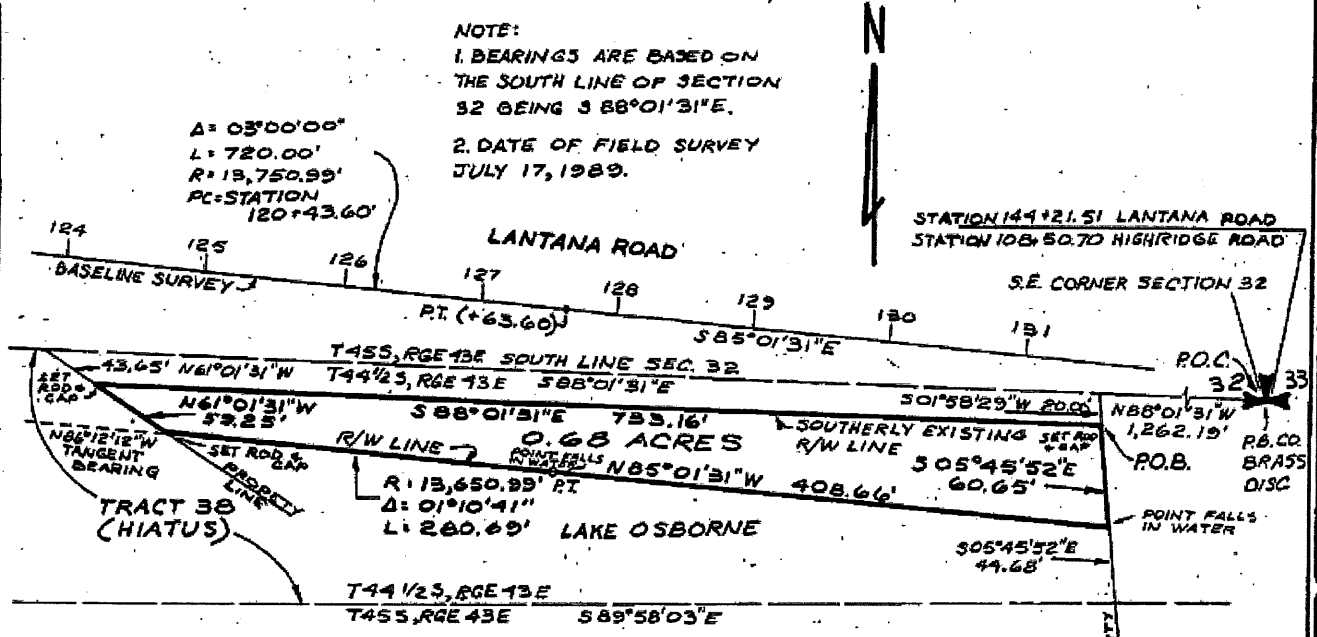
SUBJECT to existing Easements, Rights-of-Way, Restrictions and Reservations of Record.

2353 2752	S N	Project	EASEMENT SURVEY	DATE MAY 10 1989	DRAWN D. S. 89	DATE MAY 10 1989	SCALE AS SHOWN	REVISIONS	APPROVED [Signature]	P.L.M. COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES P.O. BOX 304 WPT PALM BEACH, FL.
		TRACT 38 (HIATUS) TWP 44 1/2 S, R 43 E P.B. COUNTY, FLORIDA								
		Drawn by	S-1-89-075							

Attachment A

Page 6 of 7

Sovereignty Submerged Lands Easement No. 00197



NOTE:
 1. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 32 BEING $S 88^{\circ} 01' 31'' E$.
 2. DATE OF FIELD SURVEY JULY 17, 1989.

$\Delta = 03^{\circ} 00' 00''$
 $L = 720.00'$
 $R = 13,750.99'$
 PC-STATION $120+43.60'$

124 125 126 127 128 129 130 131
 BASELINE SURVEY J
 LANTANA ROAD
 STATION 144+21.51 LANTANA ROAD
 STATION 108+50.70 HIGHRIDGE ROAD
 S.E. CORNER SECTION 32
 RT. (+63.60)
 $S 85^{\circ} 01' 31'' E$
 $T 45 S, R 6 E 13 E$ SOUTH LINE SEC. 32
 $T 44 \frac{1}{2} S, R 6 E 13 E$ $S 88^{\circ} 01' 31'' E$
 $501^{\circ} 58' 29'' W$ P.O.C.
 $N 61^{\circ} 01' 31'' W$ $53.25'$
 $N 86^{\circ} 01' 31'' W$ $1,262.19'$
 $S 88^{\circ} 01' 31'' E$ $733.16'$
 $S 05^{\circ} 45' 52'' E$ $60.65'$
 $305^{\circ} 45' 52'' E$ $44.68'$
 $N 85^{\circ} 01' 31'' W$ $408.66'$
 R/W LINE 0.68 ACRES
 SOUTHERLY EXISTING SETBACK
 P.O.B. BRASS DISC
 POINT FALLS IN WATER
 WESTERLY LINE OF PLAT LAKE OSBORNE PARK
 PLAT BOOK 7, PAGE 10
 $T 44 \frac{1}{2} S, R 6 E 13 E$
 $T 45 S, R 6 E 13 E$ $S 89^{\circ} 58' 03'' E$

- LEGEND
- P.O.C. DENOTES POINT OF COMMENCEMENT
 - P.O.B. DENOTES POINT OF BEGINNING
 - P.T. DENOTES POINT OF TANGENCY
 - R/W DENOTES RIGHT-OF-WAY
 - P.C. DENOTES POINT OF CURVATURE
 - P.B.CO. DENOTES PALM BEACH COUNTY
 - T DENOTES TOWNSHIP
 - RGE DENOTES RANGE
 - R DENOTES RADIUS
 - Δ DENOTES DELTA
 - L DENOTES LENGTH OF ARC

I. HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21 HH-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM C. EYNARD
 WILLIAM C. EYNARD, P.L.S.
 FLORIDA CERTIFICATE # 3173

3/16/91
 DATE

PLAT BOOK 7, PAGE 10

EASEMENT SURVEY TRACT 33 (HIATUS) T-44 1/2 S, R-6 E, S-13 E P.B. COUNTY, FLORIDA

PLAT BOOK 7, PAGE 10

3-28-91
 E.A.G.
 1274

PLAT BOOK 7, PAGE 10

PLAT BOOK 7, PAGE 10