

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 14, 2020 (X) Consent () Regular
() Workshop () Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a Sovereignty Submerged Lands Easement (Easement) with the Board of Trustees of the Internal Improvement Trust Fund of The State of Florida (BOT) for a term beginning October 23, 2019 and expiring October 23, 2034;

B) authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the Easement, and any necessary minor amendments that do not significantly change the scope, terms, or conditions of the Easement.

Summary: The Easement authorizes use of State Sovereignty Submerged Lands located 1.6 miles northeast of Jupiter Inlet as a borrow area for the upcoming North County Comprehensive Shoreline Protection Project (Project) beach renourishment scheduled for construction during the 2020/2021 dredging season. A Florida Department of Environmental Protection Letter of Consent previously authorized use of the Easement for recently completed emergency beach renourishment in the Project area. This Easement formalizes long-term use of the borrow area for future placements. The liability language is not consistent with County PPM CW-F-049, requiring both parties to indemnify each other. However, it is standard State language that requires both parties to be responsible for their own actions. This liability language has been reviewed and approved by Risk Management. **There is no cost to the County.** District 1 (SS)

Background and Justification: The Easement was used to construct the 2019 USACE Flood Control and Coastal Emergencies (FCCE) project placing 591,000 cubic yards of sand to repair damages sustained from Hurricane Irma. However, the FCCE project did not completely fill the authorized template to design capacity. The upcoming project will fill the design template. This Easement will additionally be used as a sand borrow area for the Project during the planned 2020/2021 renourishments and subsequent placements until the available fill is exhausted.

Attachments:

- 1. Sovereignty Submerged Lands Easement
- 2. Florida Department of Environmental Protection Letter of Consent

Recommended by: *Sarah Denny* 6-9-20
Department Director Date

Approved by: *Lee* 6/29/20
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
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 _____		
Does this item include the use of federal funds?	Yes _____		No <u>X</u>		
Budget Account No.:	Fund _____	Department _____			
	Unit _____				
	Object _____	Program _____			

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

C. Department Fiscal Review:

S. Naany

III. REVIEW COMMENTS

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

[Signature] 6/11/2020
OFMB 6/11

[Signature] 6/22/2020
Contract Development and Control
6/22/2020 TW

B. Legal Sufficiency:

[Signature] 6/25/2020
Assistant County Attorney

C. Other Department Review:

Department Director

ATTACHMENT 1

This Instrument Prepared By:

Tiana D. Brown

Action No. 41106

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

EASEMENT NO. 42377

BOT FILE NO. 500356226

PA NO. 0303863-006-JM

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 00, Township 40 South, Range 43 East, in Atlantic Ocean,
Palm Beach and Martin Counties, Florida, containing 20,788,605 square feet, more or less,
as is more particularly described and shown on Attachment A, dated March 27, 2017.

TO HAVE THE USE OF the hereinabove described premises for a period of 15 years from October 23, 2019, 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 an offshore borrow area and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Major Modification of Joint Coastal Permit No. 0303863-006-JM, dated June 8, 2018, 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. 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.

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 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.

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 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, Florida
Attention: Andy Studt
3200 North Jog Road, 4th Floor
West Palm Beach, FL 33411

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. 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.

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 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.

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(63), 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.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee 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:

Brad Richardson, Senior Management Analyst Supervisor,
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
Brad Richardson, Senior Management Analyst Supervisor, 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 SUBJECT TO PROPER EXECUTION:



11/24/2019

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Palm Beach County, Florida (SEAL)
By its Board of County Commissioners

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Dave Kerner
Typed/Printed Name of Executing Authority

Original Signature

Mayor
Title of Executing Authority

Typed/Printed Name of Witness

“GRANTEE”

STATE OF _____

COUNTY OF _____

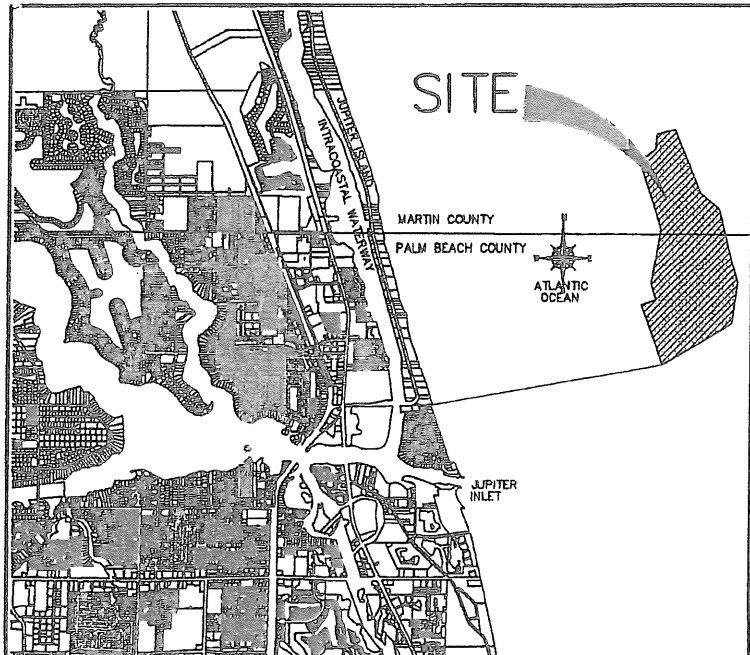
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Dave Kerner as Mayor, for and on behalf of Board of County Commissioners of Palm Beach County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



LOCATION MAP
 (NOT TO SCALE)

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF N89°03'00"E ALONG THE NORTH LINE OF LOT 1, JUPITER INLET COLONY, PALM BEACH COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY. THIS IS NOT A FIELD SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

RECEIVED

APR 28 2017

DIVISION OF WATER
 SOURCE MANAGEMENT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON MARCH 27, 2017, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
 SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
 FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE
 AND ORIGINAL RAISED SEAL OF FLORIDA
 LICENSED SURVEYOR AND MAPPER

SHEET NO. <u>1</u>
OF <u>3</u> SHEETS
PROJECT NO. <u>17-10</u>

DATE	REVISIONS

A PORTION OF ATLANTIC OCEAN EAST OF JUPITER ISLAND,
 GOMEZ GRANT, TOWNSHIP 40 SOUTH, RANGE 43 EAST,
 PALM BEACH & MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
 SUBMERGED LAND LEASE

DATE 3/27/2017
 SCALE NOT TO SCALE
 FIELD BK. _____
 DRAWING BY E.A.L.
 CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
 SURVEYING AND MAPPING

7887 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
 (772)286-5753 (772)286-5633 FAX
 LICENSED BUSINESS NO. 6852

LEGAL DESCRIPTION

RIGHT OF WAY ACQUISITION

LEGAL DESCRIPTION

A PARCEL OF SUBMERGED LAND BEING A PORTION OF THE ATLANTIC OCEAN EAST OF THE GOMEZ GRANT-JUPITER ISLAND, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY AND MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY BY METES AND BOUNDS AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF LOT 1, JUPITER INLET COLONEY, PER PLAT BOOK 24, PAGE 139, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 80°09'32" E, A DISTANCE OF 9,041.74 FEET TO THE POINT OF BEGINNING; THENCE N 19°51'08" W, A DISTANCE OF 2,445.12 FEET; THENCE N 71°18'13" E, A DISTANCE OF 595.68 FEET; THENCE N 17°49'40" W, A DISTANCE OF 658.48 FEET; THENCE N 10°33'04" E, A DISTANCE OF 2,082.87 FEET; THENCE N 18°18'49" W, A DISTANCE OF 2,675.97 FEET; THENCE N 53°03'54" E, A DISTANCE OF 744.68 FEET; THENCE N 06°09'27" E, A DISTANCE OF 591.74 FEET; THENCE N 75°42'31" E, A DISTANCE OF 747.48 FEET; THENCE S 22°50'58" E, A DISTANCE OF 2,593.32 FEET; THENCE S 51°16'29" E, A DISTANCE OF 953.00 FEET; THENCE S 15°01'29" E, A DISTANCE OF 2,867.99 FEET; THENCE S 07°35'57" W, A DISTANCE OF 1,596.83 FEET; THENCE S 59°54'17" W, A DISTANCE OF 3,165.46 FEET TO THE POINT OF BEGINNING.

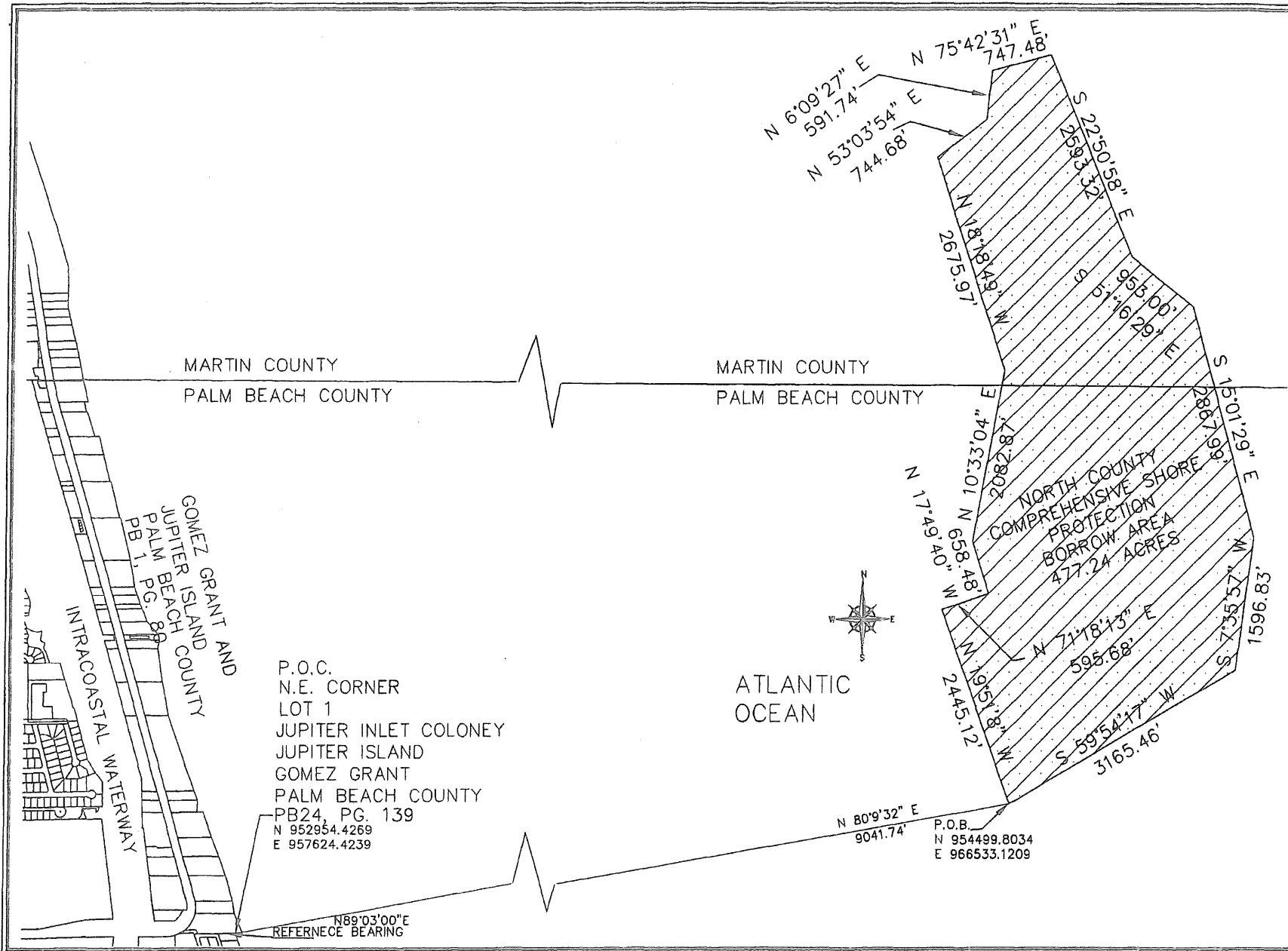
CONTAINING 20,788,605.05 SQUARE FEET OR 477.2407 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

ABBREVIATIONS

N.E. NORTH EAST
 PB PLAT BOOK
 PG. PAGE
 P.O.B. POINT OF BEGINNING
 P.O.C POINT OF COMMENCEMENT
 P.L.S. PROFESSIONAL LAND SURVEYOR
 RNG. RANGE
 SEC. SECTION
 TWP. TOWNSHIP

SHEET NO. <u>2</u> OF <u>3</u> SHEETS	DATE	REVISIONS	A PORTION OF ATLANTIC OCEAN EAST OF JUPITER ISLAND, GOMEZ GRANT, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH & MARTIN COUNTY, FLORIDA	DATE <u>3/27/2017</u>	B BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5763 (772)286-5933 FAX LICENSED BUSINESS NO. 6852
	PROJECT NO. <u>17-10</u>				
			SKETCH AND LEGAL DESCRIPTION SUBMERGED LAND LEASE	FIELD BK.	
				DRAWING BY <u>A.A.</u>	
				CHECKED BY <u>E.A.L.</u>	



SHEET NO. <u>3</u>
OF <u>3</u> SHEETS
PROJECT NO. <u>17-10</u>

DATE	REVISIONS

A PORTION OF ATLANTIC OCEAN EAST OF JUPITER ISLAND, GOMEZ GRANT, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
 SUBMERGED LAND LEASE

DATE 3/27/2017
 SCALE 1"=1600'
 FIELD BK.
 DRAWING BY XX
 CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
 SURVEYING AND MAPPING

7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
 (772)286-5753 (772)286-5833 FAX
 LICENSED BUSINESS NO. 6852

ATTACHMENT 2



**FLORIDA DEPARTMENT OF
Environmental Protection**

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

December 6, 2019

SOVEREIGN SUBMERGED LANDS AUTHORIZATION

AUTHORIZED ENTITIES:

Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411

c/o

Steven C. Howard, P.E., D.CE.
Olsen Associates, Inc.
2618 Herschel Street
Jacksonville, Florida 32204

LETTER OF CONSENT

Proprietary Authorization No. 0303863-007-JP
In association with Joint Coastal Permit No. 0303863-006-JM, Palm Beach County
North Palm Beach County Comprehensive Shoreline Protection Project

This letter acknowledges receipt of your application to use sovereignty submerged lands in Palm Beach County. On November 30, 2016, Palm Beach County applied to the Department of Environmental Protection (Department) for major modification to a Joint Coastal Permit (JCP) to nourish and maintain approximately 4.9 miles of beach and dune in Palm Beach County, Permit No. 0303863-006-JM. The sand sources authorized for use during these nourishment activities are an upland mined sand source and an offshore borrow area located on sovereignty submerged lands.

Use of the proposed borrow area requires a proprietary authorization as it is located on sovereignty submerged lands, owned by the Board of Trustees of the Internal Improvement Trust Fund (BOT), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, Florida Statutes (F.S.). The activity is not exempt from the need to obtain a

Letter of Consent

Authorization No. 0303863-007-JP

Joint Coastal Permit No. 0303863-006-JM

North Palm Beach County Comprehensive Shoreline Protection Project

Page 2 of 3

proprietary authorization. The Department has the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, Florida Administrative Code (F.A.C.), and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. In addition to the above, this proprietary authorization has been reviewed in accordance with Chapter 253, F.S., Chapter 18-21, F.A.C., and the policies of the Board of Trustees.

As staff to the BOT, the Department determined the activity described in JCP Permit No. 0303863-006-JM involves use of an offshore borrow area for beach nourishment, potentially for a period greater than five (5) years qualifies for a Public Easement to use sovereign submerged lands. However, the construction is time sensitive and the execution of the Public Easement is not guaranteed to occur prior to the proposed commencement date. Pursuant to Rule 18-21.005(1)(c)14., F.A.C., the Department can issue a Letter of Consent to facilitate the construction of time-sensitive activities necessary to enhance or protect public health, safety, commercial and industrial uses or other reasonable uses; providing the activity acquires the appropriate form of authorization within one year. This Letter of Consent will provide proprietary authorization to use the offshore borrow area for up to one (1) year from the date of this letter, while the public easement for the borrow area (Easement No. 42377) is being executed.

Therefore, the Department hereby grants a Letter of Consent to Palm Beach County to use the authorized offshore borrow area located on sovereignty submerged lands to conduct the activities proposed in the application for this Letter of Consent, pursuant to Chapter 253.77, F.S., if those activities are authorized by Permit No. 0303863-006-JM. This Letter of Consent shall be subject to the attached General Consent Conditions and the conditions of Permit No. 0303863-006-JM.

The proposed activities and subsequent use of the sovereignty submerged lands associated with the proposed project shall constitute an assumption of responsibility on the part of Palm Beach County for all liabilities that may accrue to the sovereignty submerged lands or to the improvements thereon, and shall further serve to indemnify and hold harmless the BOT and the State of Florida from all claims, actions, lawsuits and demands arising thereof.

Any additional activities on state-owned, sovereignty submerged lands, with the exception of emergency repairs in the interest of public health, safety or welfare, must receive prior approval from the BOT or its designated agent.

No additional dredging, structures, and/or activities including, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereign submerged lands without prior written consent from the Department, with the exception of emergency repairs.

Letter of Consent

Authorization No. 0303863-007-JP

Joint Coastal Permit No. 0303863-006-JM

North Palm Beach County Comprehensive Shoreline Protection Project

Page 3 of 3

This letter waives neither the authority nor jurisdiction of any governmental entity, nor does it disclaim any title interest the state may have in the project site. Palm Beach County shall make no claim of title or interest in said lands by reason of the occupancy or use thereof.

If you have any questions regarding this matter, please contact Zach Boudreau at William.Boudreau@FloridaDEP.gov or by telephone at 850-245-7585.

We appreciate your cooperation and particularly solicit your attention to the preservation and protection of Florida's natural resources.

Sincerely,



Gregory W Garis
Program Administrator
Beaches, Inlets & Ports Program

Attached: General Consent Conditions

cc: Ivana Kenny-Carmola, DEP
Jennifer Steele, DEP
Zach Westfall, DEP
Bob Brantly, DEP
Peter Bacopoulos, DEP
Brendan Biggs, DEP

JCP Compliance
Roxane Dow, DEP
Jason Andreotta, SE District