

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 23, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Engineering and Public Works
Submitted By: Engineering and Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

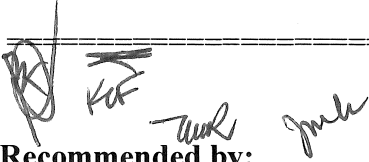
Motion and Title: Staff recommends motion to approve: the Sovereignty Submerged Lands Easement Renewal (Easement Renewal) from the Trustees of the Internal Improvement Trust Fund (TIITF) of the State of Florida to Palm Beach County (County) for submerged lands under the Center Street bridges over Sims Creek and Jupiter Creek (Bridges).

SUMMARY: Approval of this Easement Renewal from TIITF will extend the use of the 0.2733 acre of Jupiter Creek, and the 0.2058 acre of Sims Creek sovereignty submerged lands, located beneath the Bridges for a period of 50 years. The previous easement with TIITF was approved by the Board of County Commissioners (BCC) on September 21, 1993, recorded in Official Records Book 8164, page 1139, and expired on June 22, 2023. TIITF recently brought this Easement Renewal to our attention. The Easement Renewal contains a liability provision that deviates from what is approved in PPM CW-F-049, pursuant to which, Risk Management and the County Attorney’s Office have reviewed the provision and advised the Engineering and Public Works Department (EPW) of the associated risks. The new provision includes liabilities that accrue to the subject parcels for improvements, assessments or taxes. Due to the business needs and benefits to be derived from the Easement Renewal, Risk Management and the County Attorney’s Office have agreed to allow EPW to move the Easement Renewal forward for BCC approval. District 1 (YBH)

Background and Justification: The Easement Renewal is needed for continued use of the Bridges. EPW recommends BCC approval.

Attachments:

1. Location Map
2. Sovereignty Submerged Lands Easement Renewal with Attachment A (2)


Recommended by: _____ David Z. Smith _____ 12/11/2023
YBH/TEL County Engineer Date

Approved by: _____ PW _____ 1/2/24
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2030	2028
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-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes No

Is this item using Federal Funds? Yes No

Is this item using State Funds? Yes No

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact

**This item has no fiscal impact.

C. Departmental Fiscal Review: Danny Ramkalsingh

III. REVIEW COMMENTS

*As Dir/Gen. Mgr., FAMO,
OFMB 12/13/23
no PCN/No Asset found*

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

Lisa Mante 12/18/23
OFMB *QA 12/18
MD 12/18*

Asst. Dir. of Finance 12/25/23
Contract Dev. and Control
12/21/23

B. Approved as to Form and Legal Sufficiency:

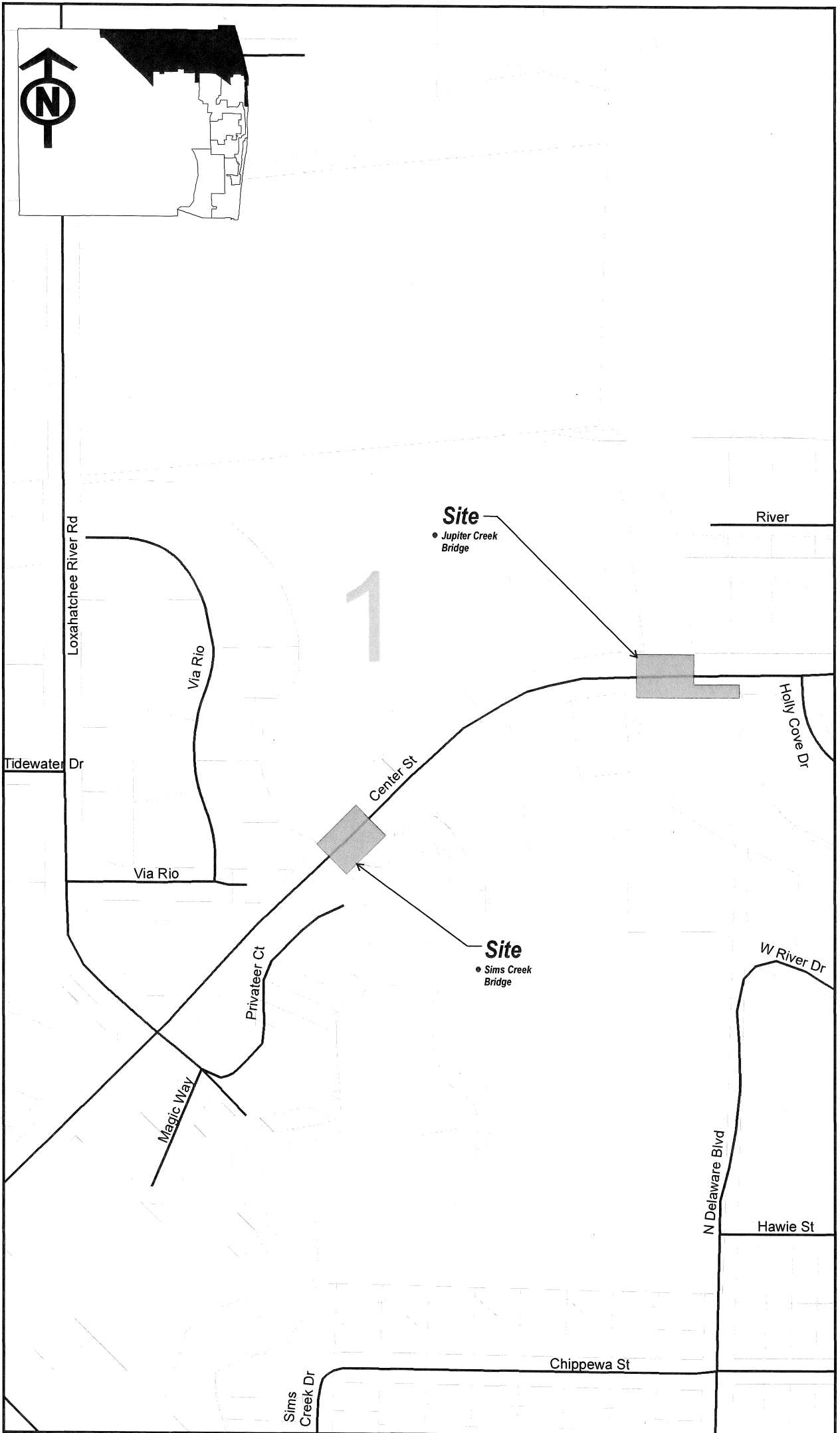
[Signature] 1/2/24
Assistant County Attorney

C. Other Department Review:

Scott Marting
Department Director

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

Location Map



Document Path: F:\R_O_W\Darren Ross\TEMPLATE\LOCATION_MAP_201450_PGA_BRENT.mxd

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 47663
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. 28976 (4360-50)
BOT FILE NO. 501722386

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, a political subdivision of the State of Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in
Section 02, Township 41 South, Range 42 East, and
Section 35, Township 40 South, Range 42 East, in Sims Creek and Jupiter Creek,
Palm Beach County, Florida, containing 8,964 square feet, more or less,
as is more particularly described and shown on Attachment A, dated January 9, 1992.

TO HAVE THE USE OF the hereinabove described premises from June 22, 2023, the effective date of this renewal easement, through June 22, 2073, the expiration date of this renewal 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 and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Regulation Permit No. 501722386, dated February 22, 1991, 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/GUARANTEENESS 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
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 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(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. SPECIAL EASEMENT CONDITION: No additional structures and/or activities including repairs or renovations to structures authorized by this easement shall be erected or conducted over sovereignty submerged lands without prior written consent from the Grantor. 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 Rule 18-14, Florida Administrative Code. Additionally, such activities shall be deemed to be a breach of this contract.

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

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

BY: _____

Brad Richardson, 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

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____
20____, by Brad Richardson, 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. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 12/5/2023

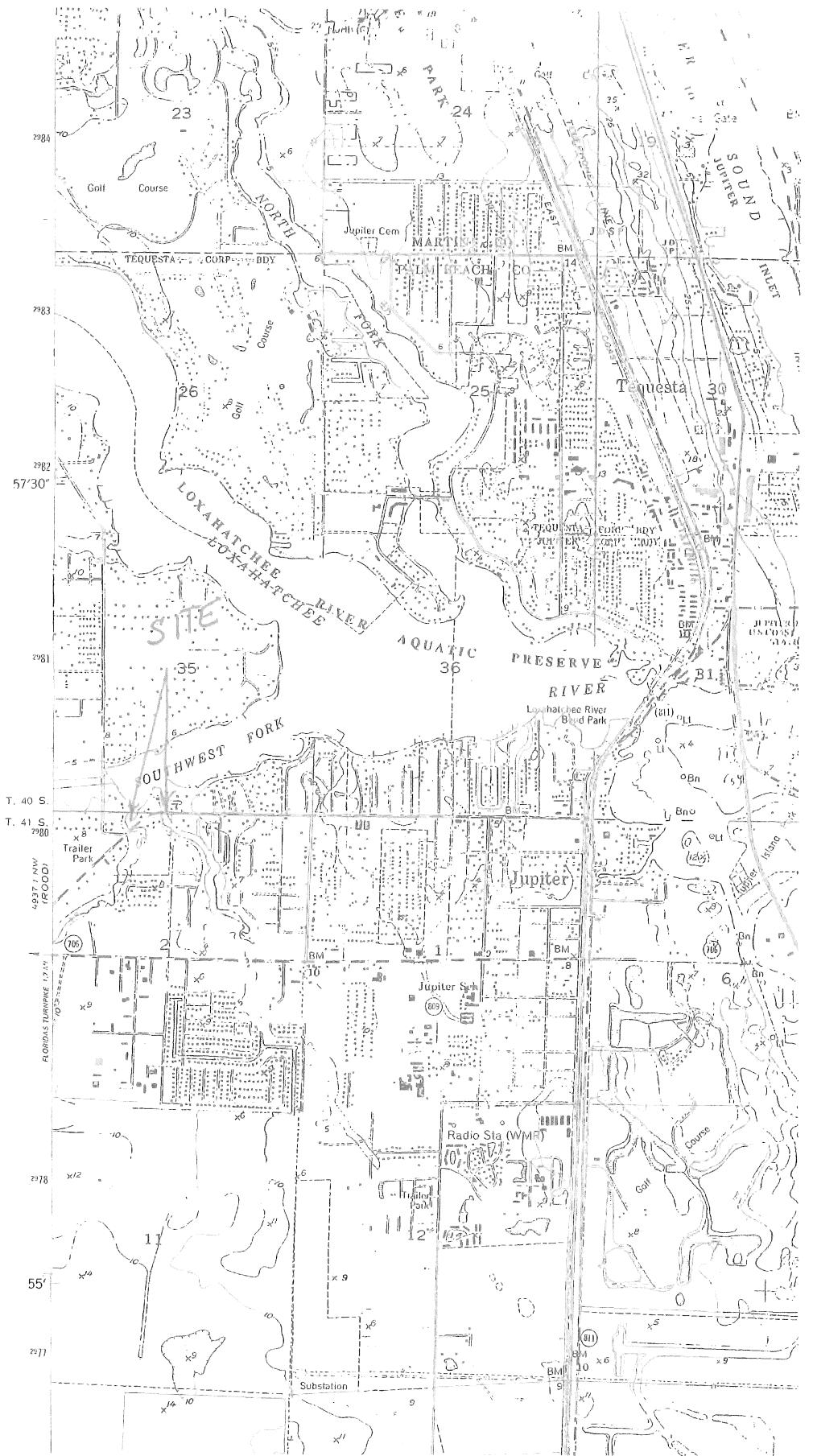
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.



Attachment A
Page 6 of 12 Pages
Sovereignty Submerged Lands Easement No. 28976 (4360-50)

EXHIBIT "A"
PUBLIC TRANSPORTATION EASEMENT
PALM BEACH COUNTY PROJECT NO. 87506

A PARCEL OF LAND FOR PUBLIC TRANSPORTATION EASEMENT PURPOSES OVER JUPITER CREEK, LYING IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 42 EAST AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE NORTH 89°57'14" WEST ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°02'46" EAST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 26.00 FEET TO A LINE LYING 26.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLE TO) AND PARALLEL WITH SAID NORTH LINE OF SECTION 2; THENCE NORTH 89°57'14" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 112.92 FEET; THENCE SOUTH 00°02'46" WEST, A DISTANCE OF 85.00 FEET TO A LINE LYING 59.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID NORTH LINE OF SECTION 2; THENCE SOUTH 89°57'14" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 201.31 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 01°36'40" EAST ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 26.01 FEET TO A LINE LYING 33.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID NORTH LINE OF SECTION 2; THENCE NORTH 89°57'14" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 89.10 FEET; THENCE NORTH 00°02'46" EAST, A DISTANCE OF 33.00 FEET TO SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2 AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 11,905 SQUARE FEET OR 0.2733 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.


BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 42 EAST, BEARING NORTH 89°57'14" WEST.

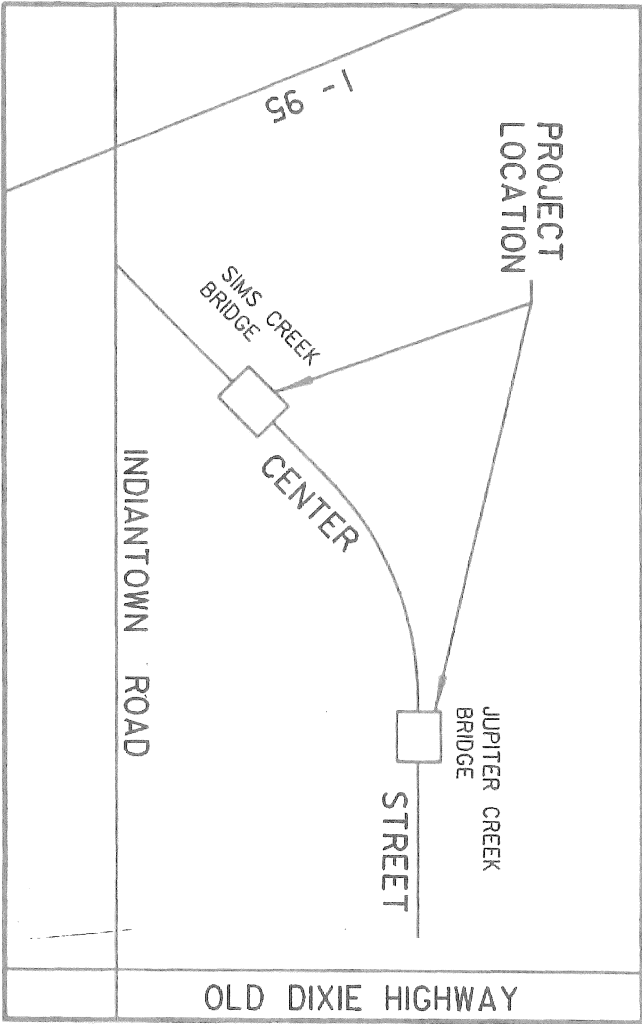
COORDINATES SHOWN ARE BASED ON PALM BEACH COUNTY DATUM DERIVED FROM NAD 1927 DATUM, FLORIDA STATE PLANE COORDINATE SYSTEM, 1972 FREE ADJUSTMENT, FLORIDA EAST ZONE.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEET THE MINIMUM TECHNICAL STANDARDS FOR DESCRIPTION AND SKETCHES AS SET FORTH IN CHAPTER 217H 6.006 (1) OF THE FLORIDA ADMINISTRATIVE CODE.

W.C. Etheridge
WILLIAM C. ETHERIDGE, PLS
FLORIDA CERTIFICATE NO 3173

1-9-92
DATE

Project No. 87506	Sheet 1 3	Project CENTER STREET BRIDGE (JUPITER CREEK) EXHIBIT A	Scale As Shown Date 1/1/92	No.	Revisions	By	Date	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES P.O. BOX 2478, WEST PALM BEACH, FL
		Drawing No. S-1-91-380						



LOCATION MAP



NOTE:

EXISTING BRIDGE DIMENSIONS ARE:
 80' ± EAST/WEST
 38' ± NORTH/SOUTH

NORTH EDGE OF BRIDGE 18' ± NORTH OF
 BASELINE AND SECTION LINE.

THIS INSTRUMENT PREPARED BY
 GLENN MARK IN THE OFFICE OF
 THE COUNTY ENGINEER, PALM
 BEACH COUNTY, FLORIDA.

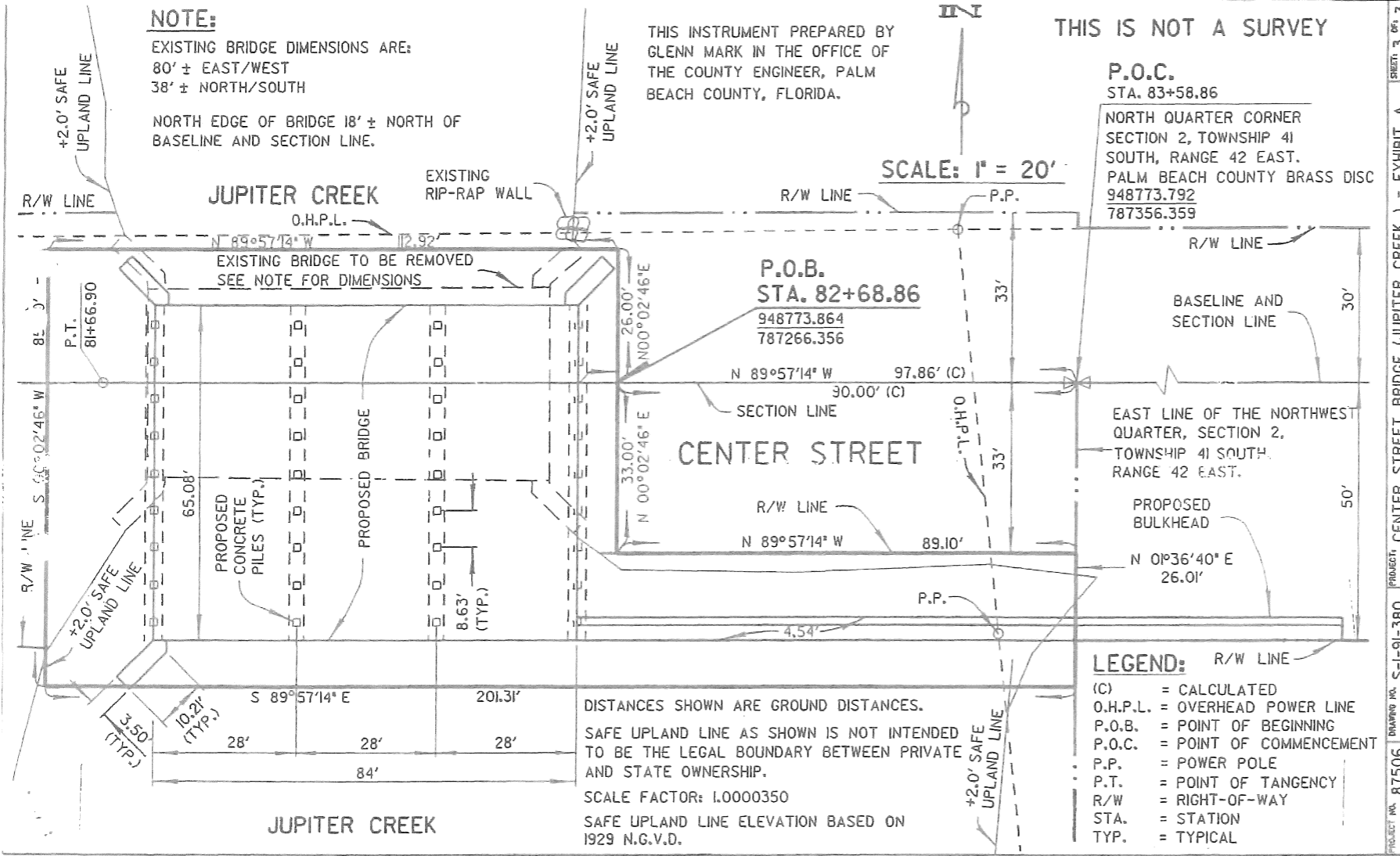
THIS IS NOT A SURVEY

P.O.C.

STA. 83+58.86

NORTH QUARTER CORNER
 SECTION 2, TOWNSHIP 41
 SOUTH, RANGE 42 EAST.
 PALM BEACH COUNTY BRASS DISC
 948773.792
 787356.359

SCALE: 1" = 20'



DISTANCES SHOWN ARE GROUND DISTANCES.
 SAFE UPLAND LINE AS SHOWN IS NOT INTENDED
 TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE
 AND STATE OWNERSHIP.

SCALE FACTOR: 1.0000350
 SAFE UPLAND LINE ELEVATION BASED ON
 1929 N.G.V.D.

- LEGEND:**
- (C) = CALCULATED
 - O.H.P.L. = OVERHEAD POWER LINE
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.P. = POWER POLE
 - P.T. = POINT OF TANGENCY
 - R/W = RIGHT-OF-WAY
 - STA. = STATION
 - TYP. = TYPICAL

PROJECT NO. 87506 DRAWING NO. S-1-91-380 PROJECT CENTER STREET BRIDGE (JUPITER CREEK) - EXHIBIT A SHEET 3 OF 3

EXHIBIT "B"
PUBLIC TRANSPORTATION EASEMENT
PALM BEACH COUNTY PROJECT NO. 87506

A PARCEL OF LAND FOR PUBLIC TRANSPORTATION EASEMENT PURPOSES OVER SIMS CREEK, LYING IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE NORTH 89°57'14" WEST ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 720.67 FEET; THENCE SOUTH 00°02'46" WEST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 301.68 FEET TO THE BASELINE OF SURVEY OF CENTER STREET AND THE POINT OF BEGINNING;

THENCE NORTH 44°45'06" WEST AT RIGHT ANGLE TO SAID BASELINE OF SURVEY, A DISTANCE OF 43.00 FEET; THENCE SOUTH 45°14'54" WEST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 44°45'06" EAST, A DISTANCE OF 83.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTER STREET AS SHOWN ON THE PLAT OF PRIVATEER POINT, RECORDED IN PLAT BOOK 56, PAGE 153, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 45°14'54" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ITS NORTHEASTERLY PROLONGATION, A DISTANCE OF 108.00 FEET; THENCE NORTH 44°45'06" WEST, A DISTANCE OF 40.00 FEET TO SAID BASELINE OF SURVEY AND THE POINT OF BEGINNING.

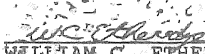
SAID EASEMENT CONTAINING 8,964 SQUARE FEET OR 0.2058 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.


BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 42 EAST, BEARING NORTH 89°57'14" WEST.

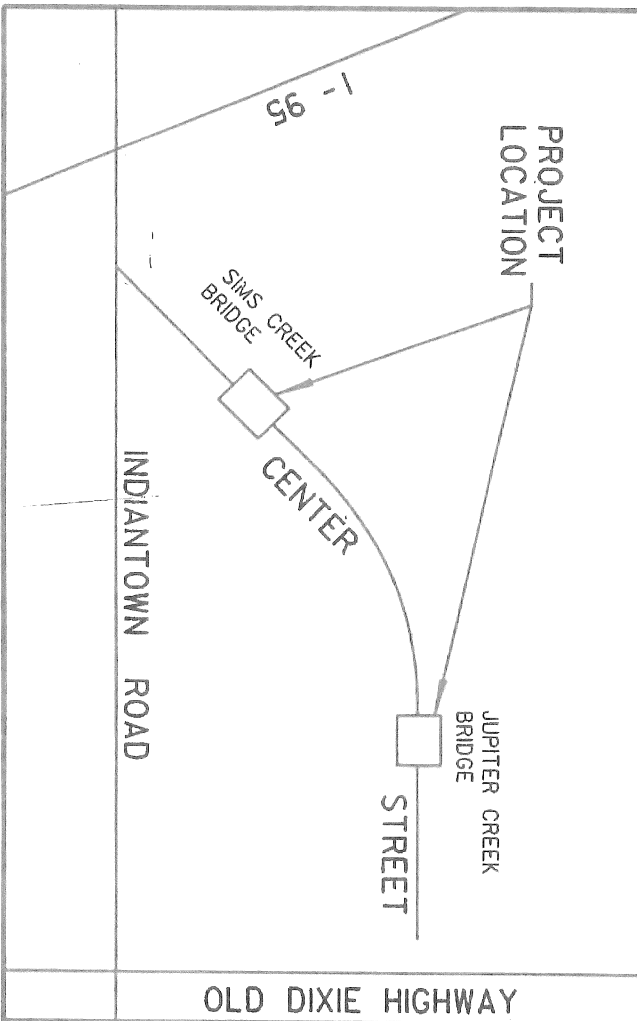
COORDINATES SHOWN ARE BASED ON PALM BEACH COUNTY DATUM DERIVED FROM NAD 1927 DATUM, FLORIDA STATE PLANE COORDINATE SYSTEM, 1972 FREE ADJUSTMENT, FLORIDA EAST ZONE.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEET THE MINIMUM TECHNICAL STANDARDS FOR DESCRIPTION AND SKETCHES AS SET FORTH IN CHAPTER 21-11H 6.006 (1) OF THE FLORIDA ADMINISTRATIVE CODE.


WILLIAM C. ETHERIDGE, PLS
FLORIDA CERTIFICATE NO. 3173

1-9-92
DATE

Project No. 87506	Sheet 1 of 5	Project CENTER STREET BRIDGE (SIMS CREEK) EXHIBIT B	Scale As Shown Date 1/17/92	No.	Revisions	By	Date	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES P.O. BOX 349, WEST PALM BEACH, FL
		Drawing No. S-1-91-554						



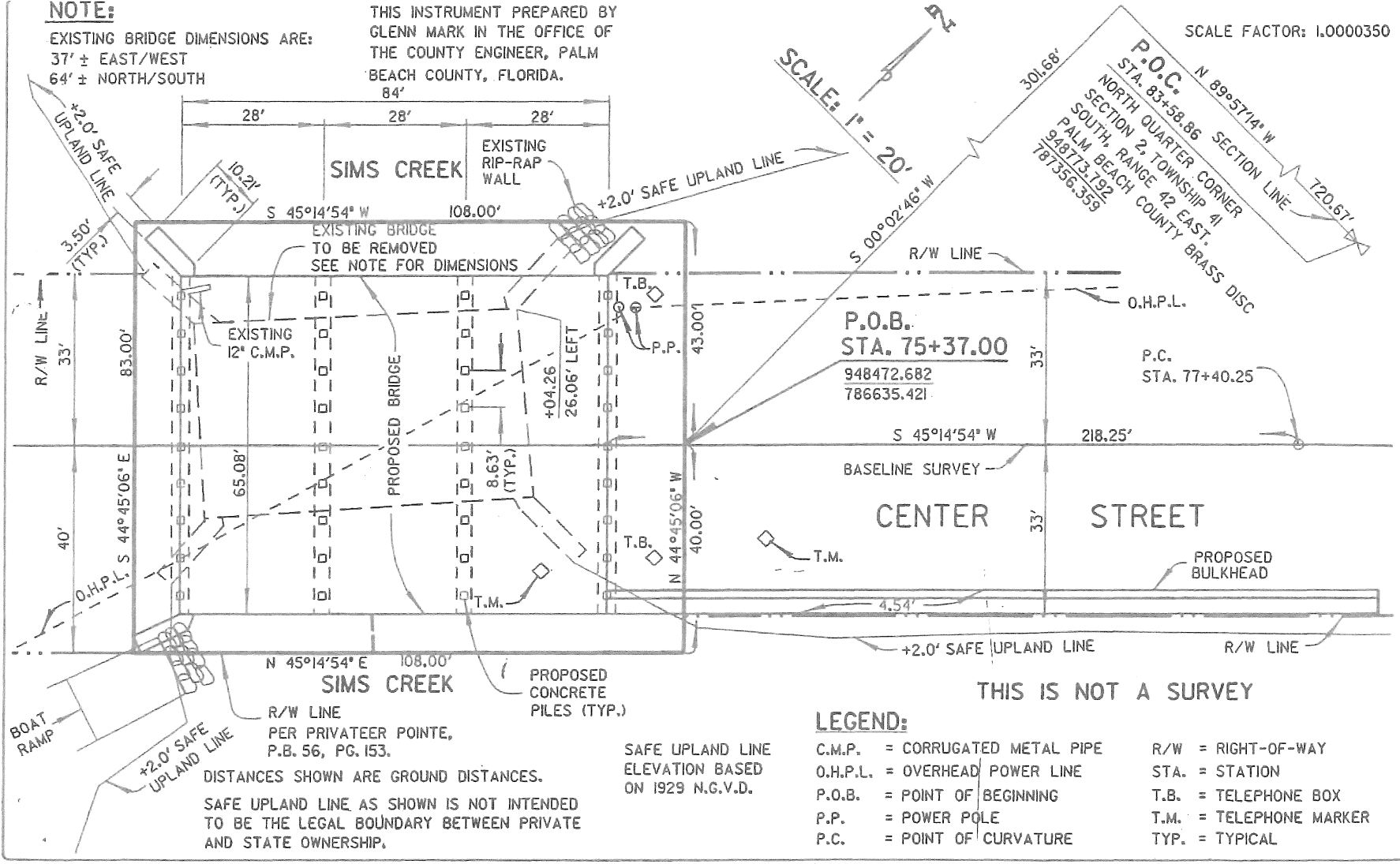
LOCATION MAP



NOTE:

EXISTING BRIDGE DIMENSIONS ARE:
 37' ± EAST/WEST
 64' ± NORTH/SOUTH

THIS INSTRUMENT PREPARED BY
 GLENN MARK IN THE OFFICE OF
 THE COUNTY ENGINEER, PALM
 BEACH COUNTY, FLORIDA.



LEGEND:

- | | |
|--------------------------------|-------------------------|
| C.M.P. = CORRUGATED METAL PIPE | R/W = RIGHT-OF-WAY |
| O.H.P.L. = OVERHEAD POWER LINE | STA. = STATION |
| P.O.B. = POINT OF BEGINNING | T.B. = TELEPHONE BOX |
| P.P. = POWER POLE | T.M. = TELEPHONE MARKER |
| P.C. = POINT OF CURVATURE | TYP. = TYPICAL |

DISTANCES SHOWN ARE GROUND DISTANCES.
 SAFE UPLAND LINE AS SHOWN IS NOT INTENDED
 TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE
 AND STATE OWNERSHIP.

SAFE UPLAND LINE
 ELEVATION BASED
 ON 1929 N.G.V.D.