



8. The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement.

9. 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.

10. 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.

11. 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:

City of Lake Worth  
Seven North Dixie Highway  
Lake Worth, Florida 33460

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.

12. 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.

13. Renewal of this easement is at the sole option of the Grantor. Such renewal shall be subject to the terms, conditions and provisions of current management standards and applicable laws, rules and regulations in effect at that time. In the event that Grantee is in full compliance with the terms of this easement, the Grantee shall be allowed a 30-day grace period after expiration of this easement to apply in writing for a renewal. If the Grantee fails to apply for a renewal within the grace period, or in the event the Grantor does not grant a renewal, the Grantee shall vacate the premises and remove all structures and equipment occupying and erected thereon at its expense.

14. 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.

15. No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. The Grantee, at its own expense, shall record this easement and any subsequent approved renewal and/or modified easements in the official records of the county within which the easement site is located within ten (10) days after receipt of a fully executed copy of this easement, and shall provide the Grantor with a copy of the recorded easement indicating the book and page at which the easement is recorded.

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

18. SPECIAL EASEMENT CONDITIONS:

a. The Grantee shall comply with the following Manatee Protection Construction Conditions:

1. The Grantee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees.
2. The Grantee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.
3. The Grantee shall ensure that siltation barriers are made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.
4. The Grantee shall ensure that all vessels associated with the construction project operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than a four foot clearance from the bottom and that vessels will follow routes of deep water whenever possible.
5. Construction activities in open water shall cease upon the sighting of a manatee(s) within 100 yards of the project area. Construction activities will not resume until the manatee(s) has departed the project area.
6. Any collision with and/or injury to a manatee shall be reported immediately to the "Florida Marine Patrol" (1-800-DIAL-FMP) and to the U.S. Fish and Wildlife Service, Jacksonville Office (904-791-2580) for North Florida and to the Vero Beach Field Office (407-562-3909) for South Florida.
7. Prior to commencement of construction each vessel involved in the construction shall display in a prominent location, visible to the operator an 8 1/2" X 11" temporary placard reading, "Manatee Habitat/Idle Speed in Construction Area". A second temporary 8 1/2" X 11" placard reading, "Warning Manatee Area" will be posted in a location prominently visible to water related construction crews.

b. The Grantee shall ensure that 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.

WITNESSES:

Cathy Watkins  
Original Signature

Cathy Watkins  
Typed/Printed Name of Witness

Judith A. Booth  
Original Signature

Judith A. Booth  
Typed/Printed Name of Witness

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

BY [Signature] (SEAL)  
Deborah H. Parrish, Deputy Director,  
Division of State Lands, Agent for the  
Board of Trustees of the Internal  
Improvement Trust Fund

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th day of June, 1993, by Percy W. Mallison, Jr. Deborah H. Parrish, Deputy Division Director, who is personally known to me and who did not take an oath.

APPROVED AS TO FORM AND LEGALITY:

William C. Robinson  
DNR Attorney

Cathy Lynn Watkins  
Notary Public, State of Florida

Printed, Typed or Stamped Name  
CATHY LYNN WATKINS  
My Commission Expires March 22, 1996  
Commission/Serial No. \_\_\_\_\_  
MY COMMISSION # CC 187822 EXPIRES  
BONDED THRU TROY FAIR INSURANCE, INC.

WITNESSES:

Herbert Fein  
Original Signature

HERBERT FEIN  
Typed/Printed Name of Witness

Eleonore H. Geiger  
Original Signature

ELEONORE H. GEIGER  
Typed/Printed Name of Witness

City of Lake Worth (SEAL)  
Grantee

BY [Signature]  
Original Signature of Executing Authority

RODNEY G. ROMANO  
Typed/Printed Name of Executing Authority

Chairman / Mayor  
Title of Executing Authority

"GRANTEE"

STATE OF Florida  
COUNTY OF Palm Beach

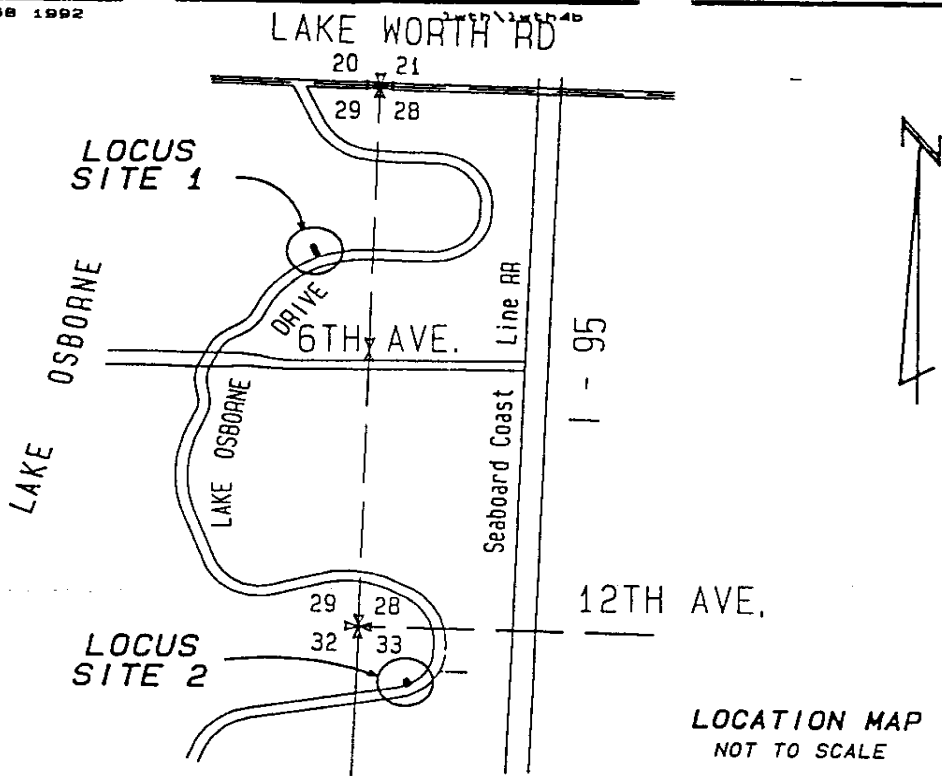
The foregoing instrument was acknowledged before me this 21st day of May, 1993, by \_\_\_\_\_, who is personally known to me and who did (did not) take an oath.

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 18, 1994  
BONDED THRU GENERAL INS. UNO.

Commission/Serial No. 22526

Jennifer Callison  
Notary Public, State of Florida  
Jennifer Callison  
Printed, Typed or Stamped Name

THU Dec 10 13:17:58 1992



LOCATION MAP  
NOT TO SCALE

**NOTES:**

THERE ARE NO STRUCTURES WITHIN 100 FEET OF THE APPLICANT'S EASEMENT AREAS.

THE SAFE UPLAND LINE HAS BEEN ESTABLISHED AT ELEVATION 9.0 FEET NATIONAL GEODETIC VERTICAL DATUM (NGVD) APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES. BENCH MARK FOR SITE 1 IS PK NAIL IN SOUTH SIDE OF POWER POLE LOCATED AT SOUTHEAST CORNER OF ENTRANCE TO 2020 LAKESIDE GARDENS, LAKE OSBORNE DRIVE, ELEV. 15.14 (NGVD). BENCH MARK FOR SITE 2 IS PK NAIL IN EAST SIDE OF POWER POLE LOCATED AT THE NORTHEAST CORNER OF COCHRAN DRIVE AND LAKE OSBORNE DRIVE, ELEV. 13.41 (NGVD).

THE LINEAR FOOTAGE OF THE SHORELINE BORDERING STATE SUBMERGED LANDS FROM THE PROPOSED EASEMENT SITE 1 IS 4,090 FEET, MORE OR LESS, NORTHERLY, TO LAKE WORTH ROAD AND 1,360 FEET, MORE OR LESS, SOUTHWESTERLY, TO 6TH AVENUE.

THE LINEAR FOOTAGE OF THE SHORELINE BORDERING STATE SUBMERGED LANDS FROM THE PROPOSED EASEMENT SITE 2 IS 600 FEET, MORE OR LESS, NORTHERLY TO 12TH AVENUE AND 6,000 FEET, MORE OR LESS, SOUTHERLY TO LANTANA WEST ROAD.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY that the Specific Purpose Survey as shown hereon is a true and correct representation of a survey, made under my direction of the lands described hereon, and that, to the best of my knowledge and belief, that said survey complies with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors pursuant to Section 472.027, Florida Statutes and Chapter 21 HH-6.006 of the Florida Administrative Code.

Date: 12-10-92

By: *Mary Hanna Clodfelter*  
 Mary Hanna Clodfelter  
 Professional Land Surveyor  
 Florida Certificate No. 4763

SHEET 1 OF 5  
 SPECIFIC PURPOSE SURVEY

REV: 12-10-92
FIELD: N/A
DRAWN: MH CLODFELTER
APPROVED:

**MOCK, ROOS & ASSOCIATES, INC.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 5720 CORPORATE WAY  
 WEST PALM BEACH, FLORIDA 33407  
 Phone: 407 683-3113 Fax: 407 478-7248



Submerged Lands Easement  
 Prepared for  
 CITY OF LAKE WORTH  
 SECT. 29, 33; T44S; R43E

SCALE: N/A
DATE: MAY 1992
P. A. NO. B509B.06
DR. NO. A-247B

**DESCRIPTION: SUBMERGED LANDS EASEMENT  
SITE 1**

A parcel of submerged land situate in the Northeast One-Quarter (NE 1/4) of Section 29, Township 44 South, Range 43 East, Palm Beach County, Florida and being an easement 20.00 feet in width and being more particularly described as follows:

Commencing at the corner formed by the intersection of the South right-of-way line of Lake Osborne Drive (100.00 feet wide) and the Northwesternmost corner of Lot 46 as shown on the plat of "Lake Shore Villas", recorded in Plat Book 23 at page 249 of the Public Records of said Palm Beach County, said point also being along the east line of said Section 29; thence departing from said South right-of-way of Lake Osborne Drive and along said east line of Section 29, North 01-52-44 East, a distance of 100.00 feet to intersect the North right-of-way line of Lake Osborne Drive; thence along said North right-of-way line, North 88-07-16 West, a distance of 84.53 feet to the beginning of a curve having a radius of 1005.37 feet from which a radial line bears, South 01-52-44 West; thence Southwesterly along the arc of said curve subtending a central angle of 23-54-52, an arc distance of 419.63 feet; thence departing from said North right-of-way line, North 22-02-08 West, a distance of 69.60 feet to a point along the Safe Upland Line of Lake Osborne as now established at elevation 9.0 feet National Geodetic Vertical Datum (NGVD) and the Point of Beginning.


From the Point of Beginning; thence continuing North 22-02-08 West, a distance of 50.40 feet; thence North 67-57-52 East, a distance of 20.00 feet; thence South 22-02-08 East, a distance of 58.98 feet to intersect the aforementioned Safe Upland Line; thence along said line, North 88-48-18 West, a distance of 21.76 feet to the point of beginning.

Containing 0.025 acres (1093.8 Square Feet) of land, more or less.

Subject to rights-of-way, easements restrictions and/or reservations of record, if any.

Bearings shown are based on an assumed bearing of South 01-52-44 West along the east line of Section 29, Township 44 South, Range 43 East, Palm Beach County, Florida also being the west line of "Lake Shore Villas", as recorded in Plat Book 23 at Page 249 of the Public Records of said Palm Beach County, Florida.

SHEET 2 OF 5  
SPECIFIC PURPOSE SURVEY

REV: 12-10-92	 <p><b>MOCK, ROOS &amp; ASSOCIATES, INC.</b> ENGINEERS • SURVEYORS • PLANNERS 5720 CORPORATE WAY WEST PALM BEACH, FLORIDA 33407 Phone: 407 683-3113 Fax: 407 478-7248</p>	Submerged Lands Easement SITE 1 Prepared for CITY OF LAKE WORTH SECT. 29, 33; T44S; R43E	SCALE: N/A
FIELD: N/A			DATE: MAY 1992
DRAWN: MH CLODFELTER			P. A. NO. 85098.06
APPROVED:			DR. NO. A-247B

Thu Dec 10 13:20:20 1992

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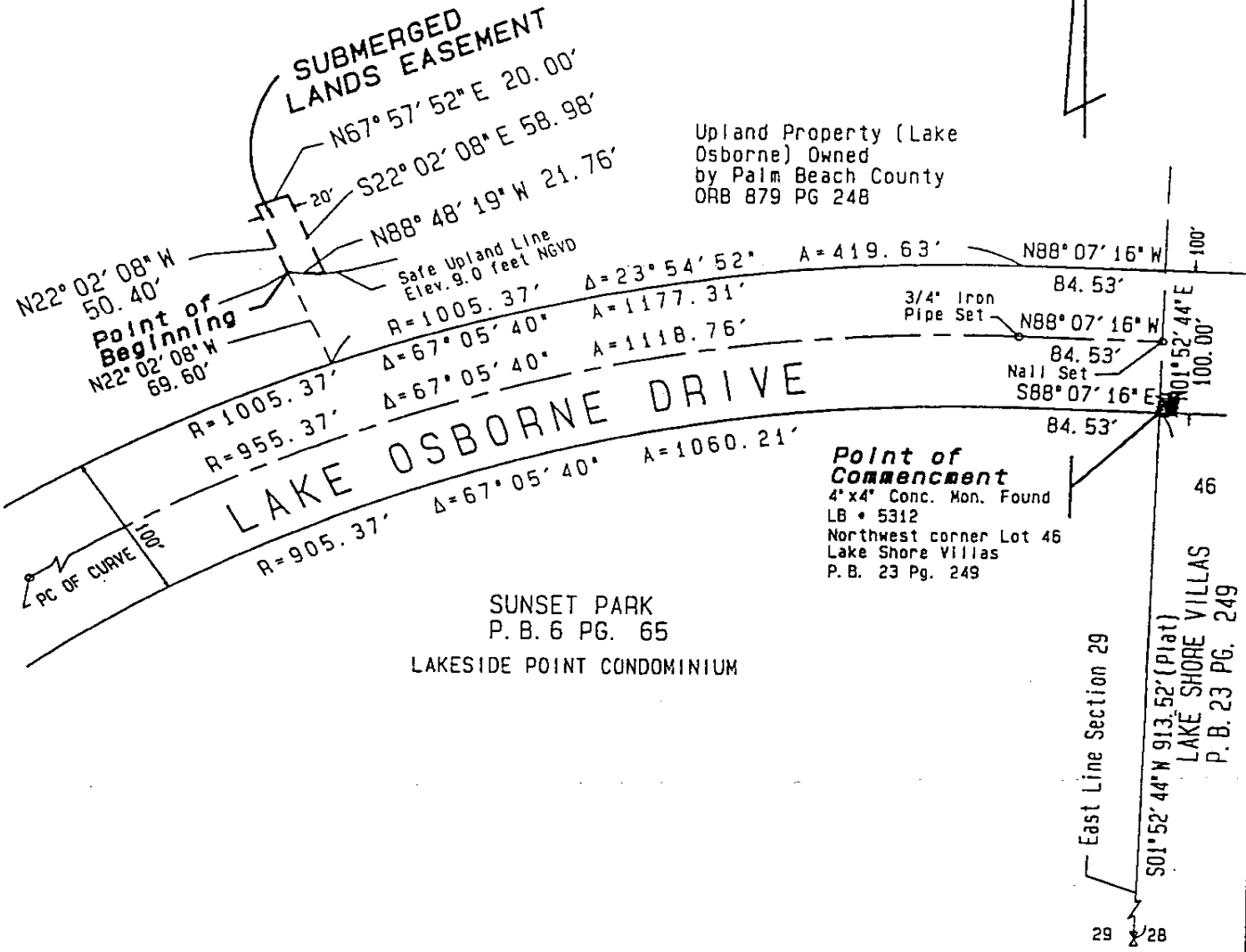
NOTES

1. Bearings shown hereon are referenced to an assumed bearing of S 01-52-44 W along the East line of Section 29-44-43, being also the West line of Lake Shore Villas, P. B. 23 Pg. 249.
2. Bench Mark is PK Nail in south side of power pole located at southeast corner of entrance to 2020 Lakeside Gardens, Lake Osborne Drive, Elev. 15.14 (NGVD).

LAKE OSBORNE



Upland Property (Lake Osborne) Owned by Palm Beach County ORB 879 PG 248



SHEET 3 OF 5  
SPECIFIC PURPOSE SURVEY

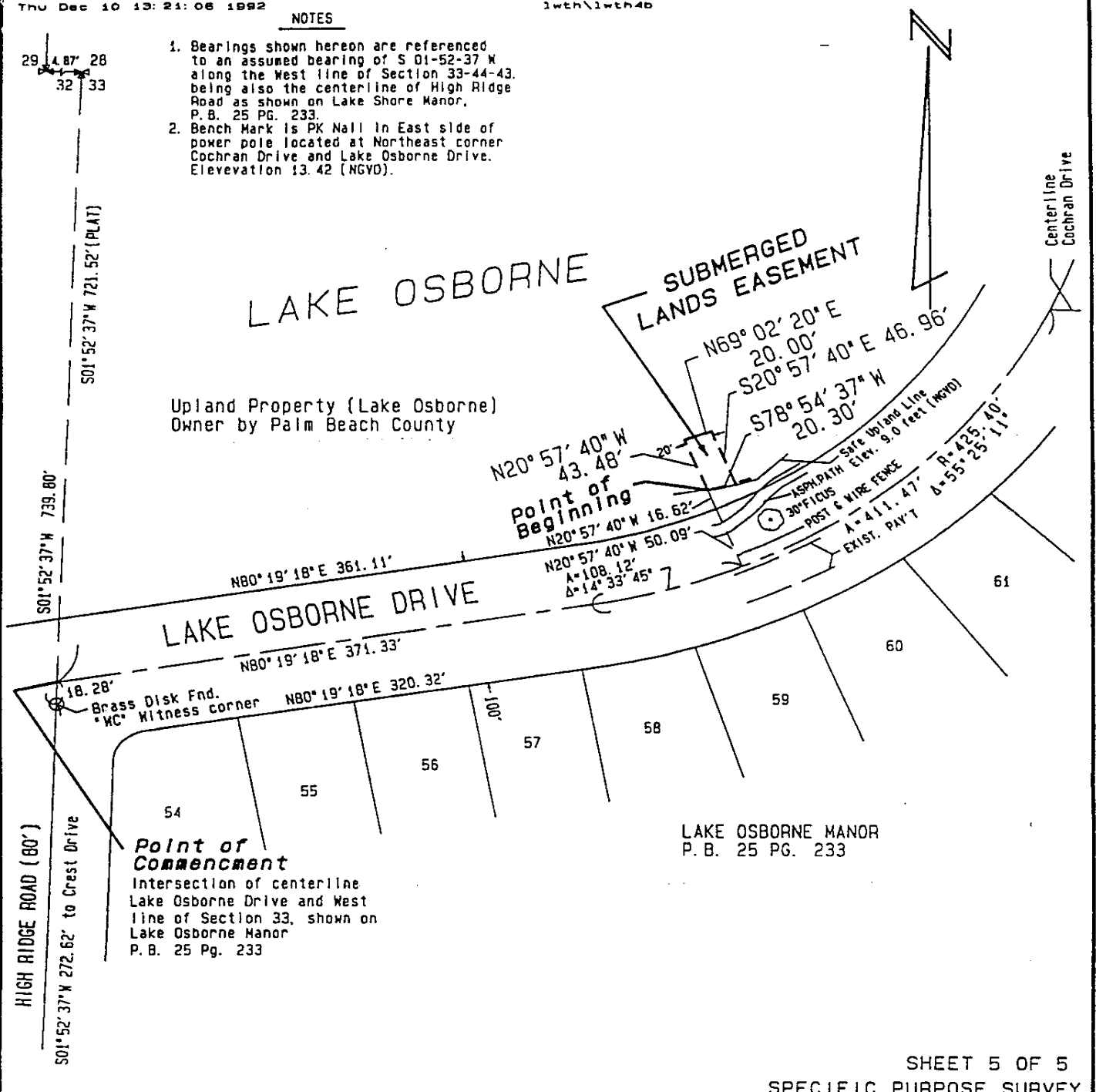
REV: 12-10-92	<b>MOCK, ROOS &amp; ASSOCIATES, INC.</b> ENGINEERS • SURVEYORS • PLANNERS 5720 CORPORATE WAY WEST PALM BEACH, FLORIDA 33407 Phone: 407 683-3113 Fax: 407 478-7248	Submerged Lands Easement	SCALE: 1" = 100'
FIELD: L. KESTY		SITE 1	DATE: MAY 1992
DRAWN: MH CLODFELTER		Prepared for	P. A. NO. 85098.06
APPROVED:		CITY OF LAKE WORTH	DR. NO. A-2478

Thu Dec 10 13:21:06 1992

1wth\1wth4b

NOTES


1. Bearings shown hereon are referenced to an assumed bearing of S 01-52-37 W along the West line of Section 33-44-43, being also the centerline of High Ridge Road as shown on Lake Shore Manor, P. B. 25 PG. 233.
2. Bench Mark is PK Nail in East side of power pole located at Northeast corner Cochran Drive and Lake Osborne Drive. Elevation 13.42 (NGVD).



SHEET 5 OF 5  
SPECIFIC PURPOSE SURVEY

REV:	12-10-92
FIELD:	L. KESTY
DRAWN:	MI CLOOFELTER
APPROVED:	

**MOCK, ROOS & ASSOCIATES, INC.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 5720 CORPORATE WAY  
 WEST PALM BEACH, FLORIDA 33407  
 Phone: 407 683-3113 Fax: 407 478-7248



Submerged Lands Easement  
 SITE 2  
 Prepared for  
 CITY OF LAKE WORTH  
 SECT. 29, 33; T44S; R43E

SCALE:	1"=100'
DATE:	MAY 1992
P. A. NO.	B5098.06
DR. NO.	A-2478



THU Dec 10 13:18:48 1992

1wch\1wch4b

**DESCRIPTION: SUBMERGED LANDS EASEMENT  
SITE 2**

A parcel of submerged land situate in the Northwest One-Quarter (NW 1/4) of Section 33, Township 44 South, Range 43 East, Palm Beach County, Florida and being an easement 20.00 feet in width and being more particularly described as follows:

Commencing at the corner formed by the intersection of the centerline of Lake Osborne Drive (100.00 feet wide) and the West line of said Section 33 as shown on the plat of "Lake Osborne Manor", recorded in Plat Book 25 at Page 233 of the Public Records of said Palm Beach County; thence along said centerline, North 80-19-18 East, a distance of 371.33 feet to the beginning of a curve having a radius of 425.40 feet from which a radial line bears North 09-40-42 West; thence Northeasterly along the arc of said curve subtending a central angle of 14-33-45, an arc distance of 108.12 feet; thence departing from said centerline, North 20-57-40 West, a distance of 50.09 feet to intersect the North Right-of-Way line of Lake Osborne Drive; thence continuing North 20-57-40 West, a distance of 16.62 feet to a point along the Safe Upland Line of Lake Osborne as now established at elevation 5.0 feet National Geodetic Vertical Datum (NGVD) and the Point of Beginning.


From the Point of Beginning; thence continuing North 20-57-40 West, a distance of 43.48 feet; thence North 69-02-20 East, a distance of 20.00 feet; thence South 20-57-40 East, a distance of 46.96 feet to intersect the aforementioned Safe Upland Line; thence along said Line, South 78-54-37 West, a distance of 20.30 feet to the point of beginning.

Containing 0.021 acre ( 904.4 Square Feet) of land, more or less.

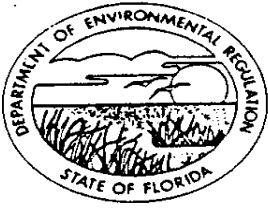
Subject to rights-of-way, easement restrictions and/or reservations of record, if any.

Bearings shown are based on an assumed bearing of South 01-52-37 West along the West line of Section 33, Township 44 South, Range 43 East, Palm Beach County, Florida, also being the centerline of High Ridge Road as shown on "Lake Shore Manor" as recorded in Plat Book 25 Page 233 of the Public Records on said Palm Beach County.

SHEET 4 OF 5  
SPECIFIC PURPOSE SURVEY

REV: 12-10-92	 <p><b>MOCK, ROOS &amp; ASSOCIATES, INC.</b> ENGINEERS • SURVEYORS • PLANNERS 5720 CORPORATE WAY WEST PALM BEACH, FLORIDA 33407 Phone: 407 683-3113 Fax: 407 478-7248</p>	Submerged Lands Easement SITE 2 Prepared for CITY OF LAKE WORTH SECT. 29, 33; T44S; R43E	SCALE: N/A
FIELD: N/A			DATE: MAY 1992
DRAWN: MH CLOOFELTER			P. A. NO. 85098.06
APPROVED:			DR. NO. A-2478

(4301-50)



# Florida Department of Environmental Regulation

Southeast District • 1900 S. Congress Ave., Suite A • West Palm Beach, Florida 33406

Lawton Chiles, Governor

Telephone: 407/433-2650  
Fax: 407/433-2666

Carol M. Browner, Secretary

PERMITTEE:  
City of Lake Worth  
c/o Richard S. Serra  
Mock, Roos & Assoc., Inc.  
5720 Corporate Way  
West Palm Beach, FL 33407

I.D. NUMBER: 5050M05109  
PERMIT CERTIFICATION NUMBER: 502027966  
DATE OF ISSUE: SEP 03 1992  
EXPIRATION DATE: SEP 03 1997  
COUNTY: Palm Beach  
LATITUDE/LONGITUDE: 80°04'15"/26°36'15"  
SECTION/TOWNSHIP/RANGE: 28/44S/43E  
PROJECT: Stormwater Outfalls

This permit is issued under the provisions of Chapter 403, Florida Statutes, Public Law 92-500 and Title 17, Florida Administrative Code Rules. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with Department and made a part hereof and specifically described as follows:

TO: Install two (2) stormwater 36" diameter outfall pipes into Lake Osborne. Outfall #1 (Crest Drive) will extend 37.5' waterward of the existing bulkhead. Outfall #2 (Osborne Drive) will extend 42' waterward of the existing shoreline. Approximately 40 cubic yards of waterward dredging (per outfall) will be necessary to install the pipes.

IN ACCORDANCE WITH: The DER Application Form 17-312.900(1) received on October 18, 1991, additional information received on December 9, 1991 and April 21, 1992 and the nine (9) attached stamped drawings and engineering drawings numbered 44-43-15-85 and titled Lake Osborne Drive, Crest Drive, Storm Damage Improvements.

LOCATED IN: Lake Osborne, Class III Waters. Outfall #1 is located on Crest Drive west of Godfrey Avenue and outfall #2 is located on Osborne Drive west of Virginia Drive, Lake Worth, Palm Beach County.

SUBJECT TO: General Conditions 1-15 and Specific Conditions 1-8.

Page 1 of 5



1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgement of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
  - (a) Have access to and copy any records that must be kept under conditions of the permit;
  - (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
  - (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.
8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
  - (a) A description of and cause of noncompliance; and
  - (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

## GENERAL CONDITIONS:

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 17-4.120 and 17-30.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

- ( ) Determination of Best Available Control Technology (BACT)
- ( ) Determination of Prevention of Significant Deterioration (PSD)
- Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
- ( ) Compliance with New Source Performance Standards

14. The permittee shall comply with the following:

- (a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- (b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
- (c) Records of monitoring information shall include:
  1. the date, exact place, and time of sampling or measurements;
  2. the person responsible for performing the sampling or measurements;
  3. the dates analyses were performed;
  4. the person responsible for performing the analyses;
  5. the analytical techniques or methods used;
  6. the results of such analyses.

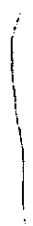
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

PERMITTEE:  
City of Lake Worth  
c/o Richard S. Serra  
Mock, Roos & Assoc., Inc.

I.D. NUMBER: 5050M05109-  
PERMIT CERTIFICATION NUMBER: 502027966  
DATE OF ISSUE: SEP 03 1987  
EXPIRATION DATE: SEP 03 1987

SPECIFIC CONDITIONS:

1. The permittee is hereby advised that Florida law states:  
"No person shall commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Natural Resources under Chapter 253, until such person has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use." Pursuant to Florida Administrative Code Rule 16Q-14, if such work is done without consent, or if a person otherwise damages state land or products of state land, the Board of Trustees may levy administrative fines of up to \$10,000 per offense.
2. Written notification shall be provided to the Department of Environmental Regulation, Southeast Florida District Office in West Palm Beach and Palm Beach County Department of Environmental Resources Management, a minimum of forty-eight (48) hours prior to commencement of construction and a maximum of forty-eight (48) hours after completion of construction.
3. If historical or archeological artifacts, such as Indian canoes, are discovered at any time within the project site the permittee shall immediately notify the district office and the Bureau of Historic Preservation, Division of Archives, History and Records Management, R.A. Gray Building, Tallahassee, Florida 32301.
4. An effective means of turbidity control, such as, but not limited to, turbidity curtains shall be employed during all operations that may create turbidity so that it shall not exceed 29 Nephelometric Turbidity Units above natural background value. Turbidity control devices shall remain in place until all turbidity has subsided.
5. The devices should be inspected daily to insure that they remain stabilized to the lake bottom.
6. Any spoil material shall be placed on a self contained upland site. If water from the spoil is to be returned to the waterway then this water shall be treated in such a manner (settling basins, retention chambers, etc.) so State water quality standards for turbidity are not violated.
7. All other necessary State, Federal, or Local permits must be applied for and received prior to the start of work.



PERMITTEE:  
City of Lake Worth  
c/o Richard S. Serra  
Mock, Roos & Assoc., Inc.


I.D. NUMBER: 5050M05109 -  
PERMIT CERTIFICATION NUMBER: 502027966  
DATE OF ISSUE: SEP 03 1992  
EXPIRATION DATE: SEP 03 1997

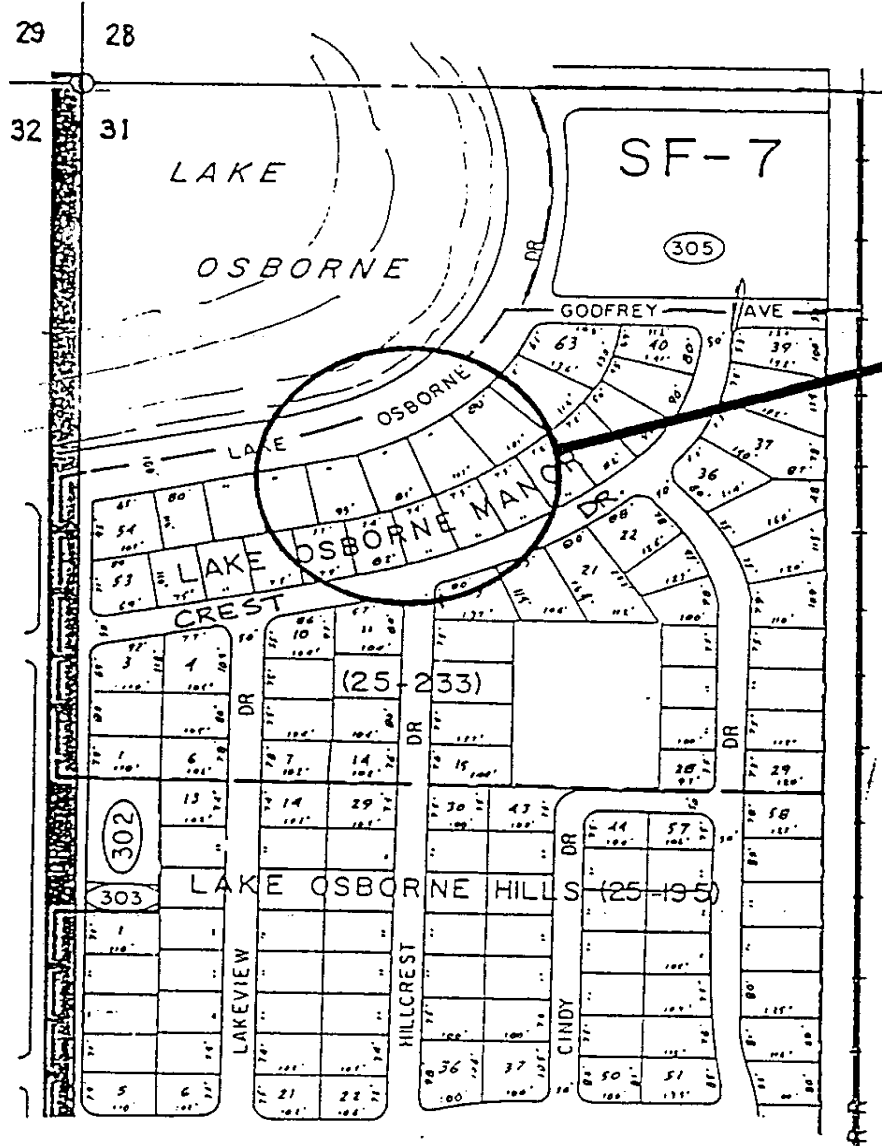
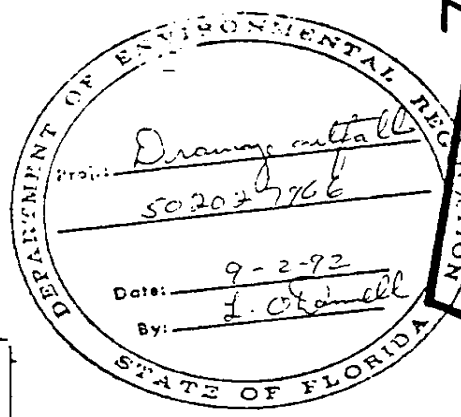
SPECIFIC CONDITIONS:

8. The permittee shall be aware of and operate under the attached "General Permit" Conditions #1 and #15". General Permit Conditions are binding upon the permittee and enforceable pursuant to Chapter 403 of the Florida Statutes.

Issued this 1<sup>st</sup> day of September, 1992

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL REGULATION

  
\_\_\_\_\_  
Bobby A. Cooley  
Acting Director of District Management

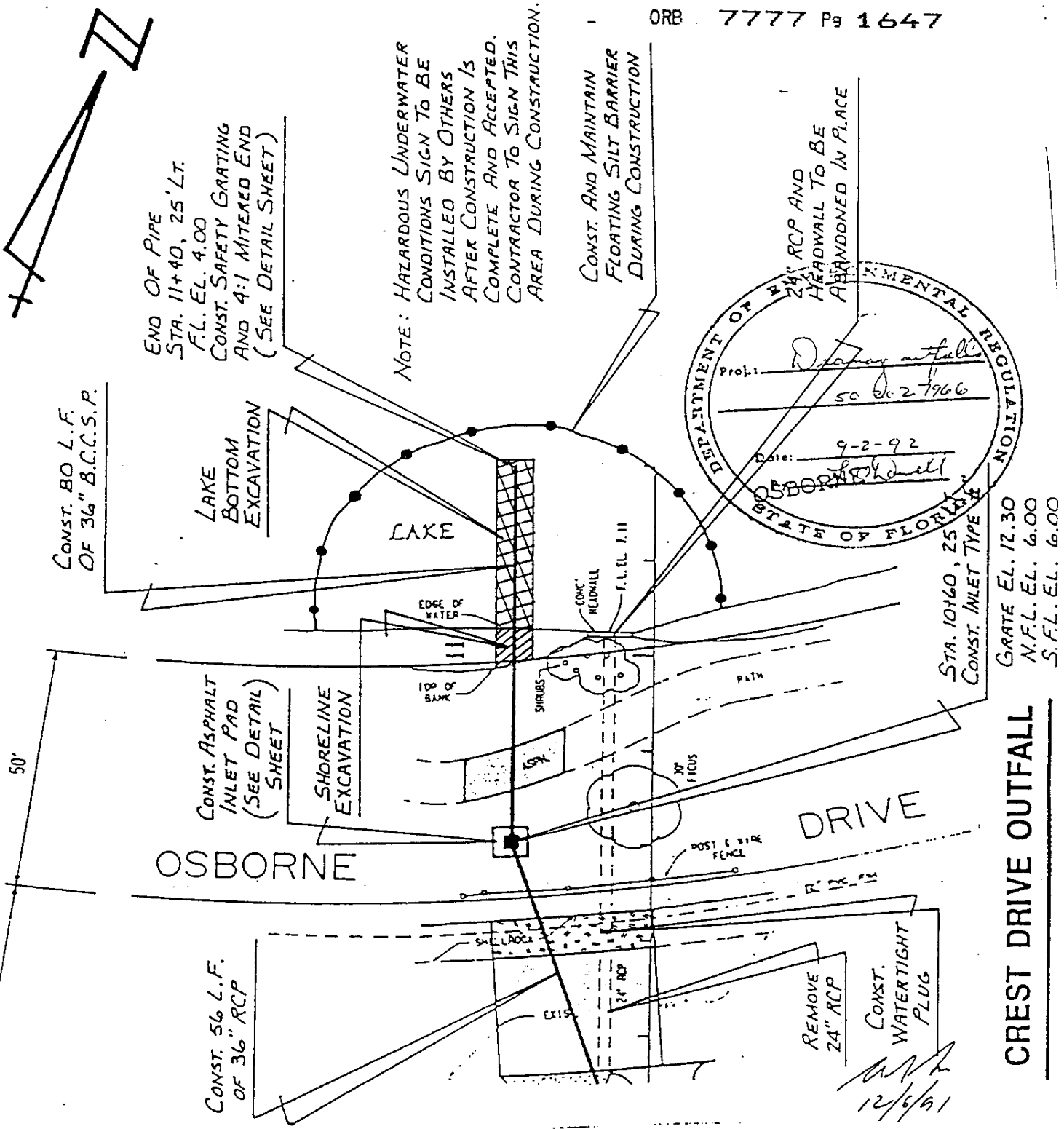


AREA OF  
CONSTRUCTION  
CREST DRIVE  
OUTFALL

**CREST DRIVE OUTFALL**

*MMA*  
12/6/91

PREPARED BY: MOCK, ROOS AND ASSOCIATES, INC.	CITY OF LAKE WORTH 1985 STORM SEWER BOND ISSUE PHASE 4B	DATE: SEP. 1991
		P.A. NO 85-098.06
		SHEET 1 OF 7



END OF PIPE  
STA. 11+40, 25' LT.  
F.L. EL. 4.00  
CONST. SAFETY GRATING  
AND 4:1 MITERED END  
(SEE DETAIL SHEET)

NOTE: HAZARDOUS UNDERWATER  
CONDITIONS SIGN TO BE  
INSTALLED BY OTHERS  
AFTER CONSTRUCTION IS  
COMPLETE AND ACCEPTED.  
CONTRACTOR TO SIGN THIS  
AREA DURING CONSTRUCTION.

CONST. AND MAINTAIN  
FLOATING SILT BARRIER  
DURING CONSTRUCTION

DEPARTMENT OF ENVIRONMENTAL REGULATION  
STATE OF FLORIDA  
Project: *Dewatering outfall*  
50 202 7966  
Date: 9-2-92  
*OSBORNE*

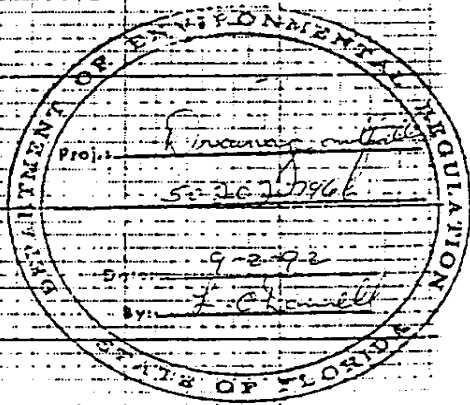
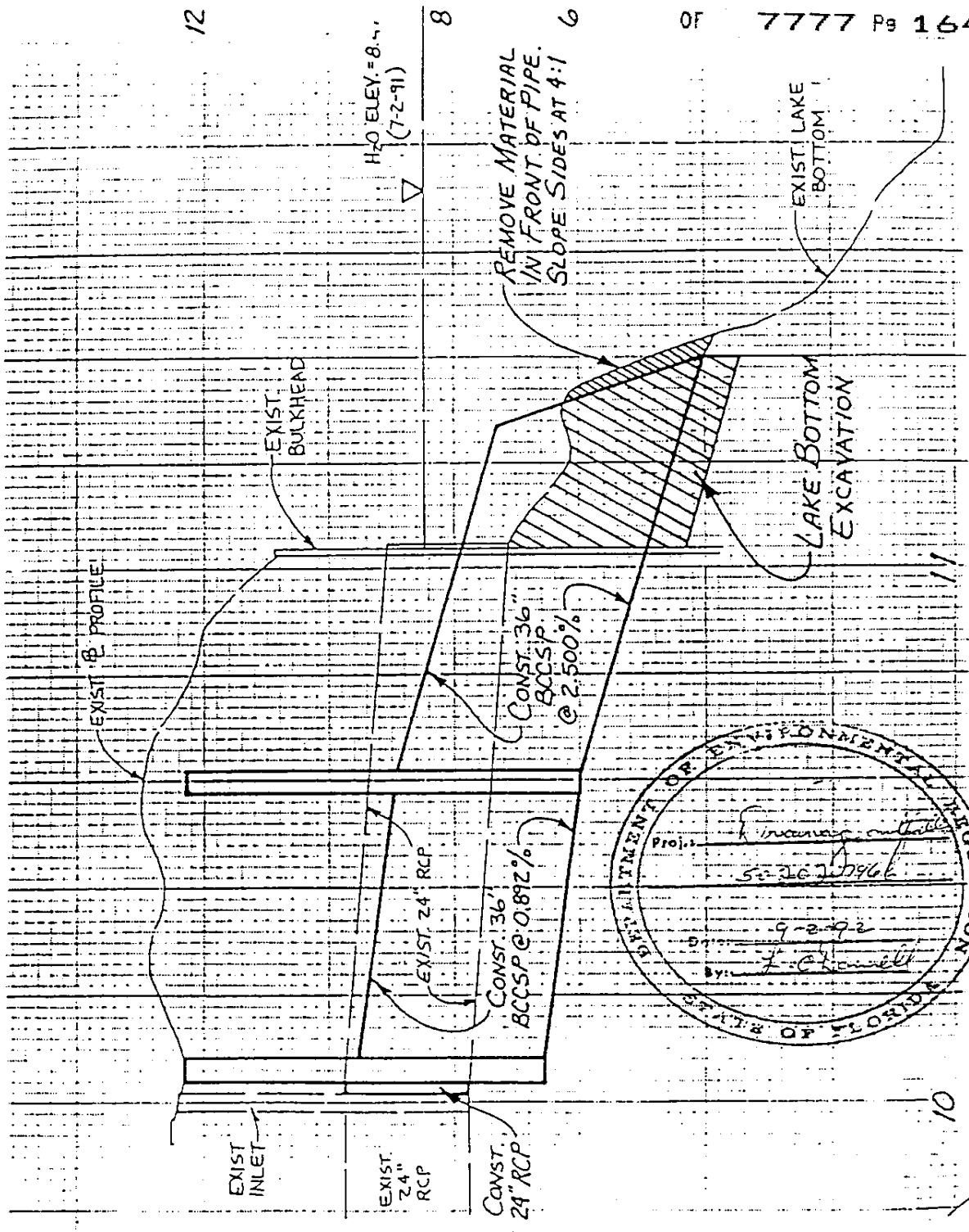
STA. 10+60, 25'  
CONST. INLET TYPE  
GRATE EL. 12.30  
N.F.L. EL. 6.00  
S.F.L. EL. 6.00

CREST DRIVE OUTFALL

*12/6/91*

<p>PREPARED BY: MOCK, ROOS AND ASSOCIATES, INC.</p>	<p>CITY OF LAKE WORTH 1985 STORM SEWER BOND ISSUE PHASE 4B</p>	<p>DATE: SEP. 1991 P.A. NO 85-098.06 SHEET 2 OF 7</p>
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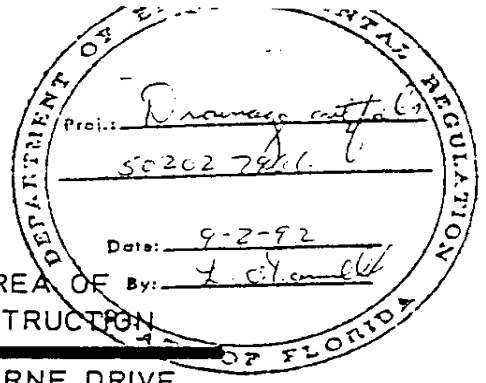


*M/M*  
12/9/91

SCALE: 1" = 2.5' VERT.  
1" = 25' HORIZ.

**CREST DRIVE OUTFALL**

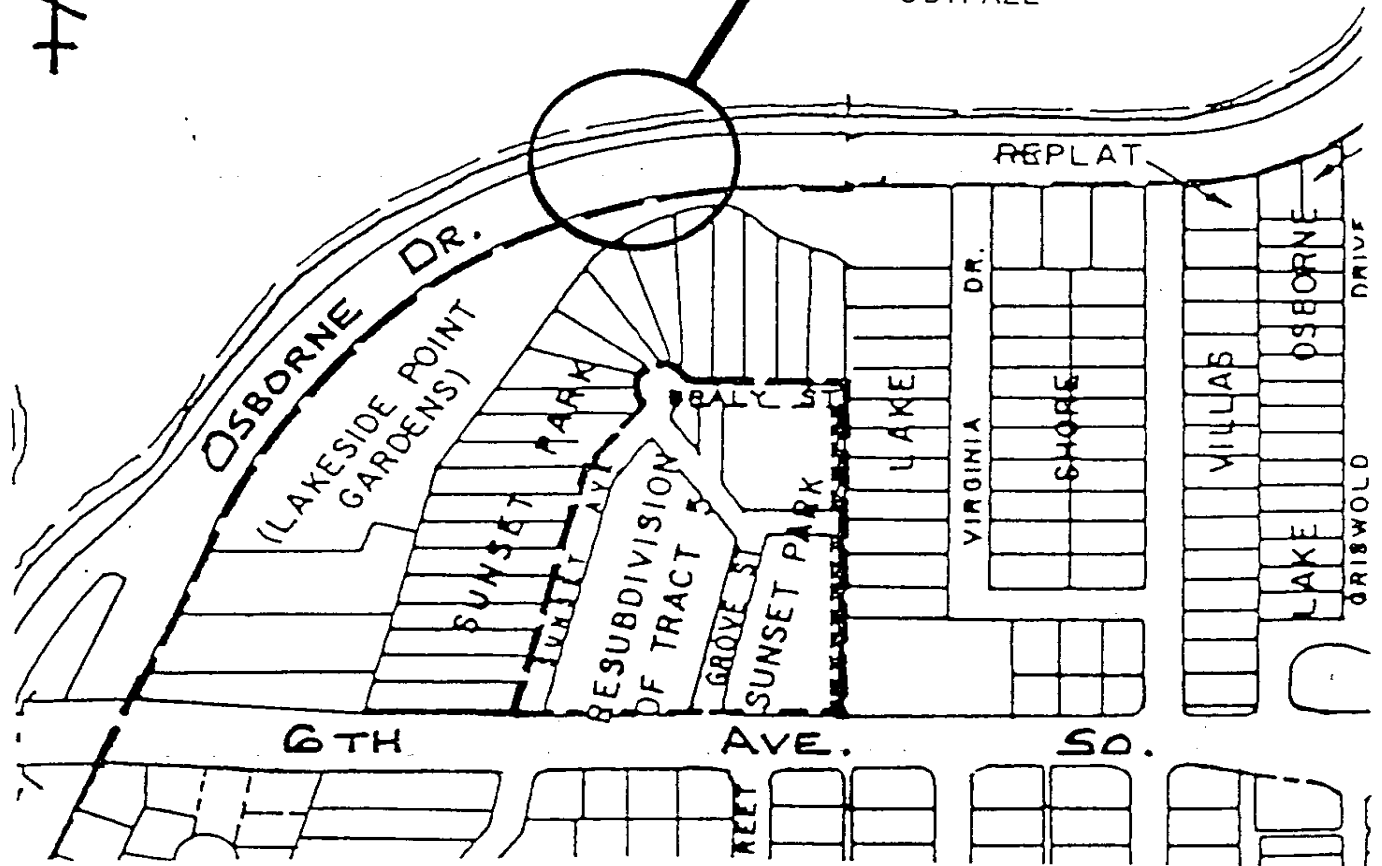
PREPARED BY: MOCK, ROOS AND ASSOCIATES, INC.	CITY OF LAKE WORTH 1985 STORM SEWER BOND ISSUE PHASE 4B	DATE: SEP. 1991
		P.A. NO 85-098.06
		SHEET 3 OF 7



Lake Osborne

AREA OF CONSTRUCTION

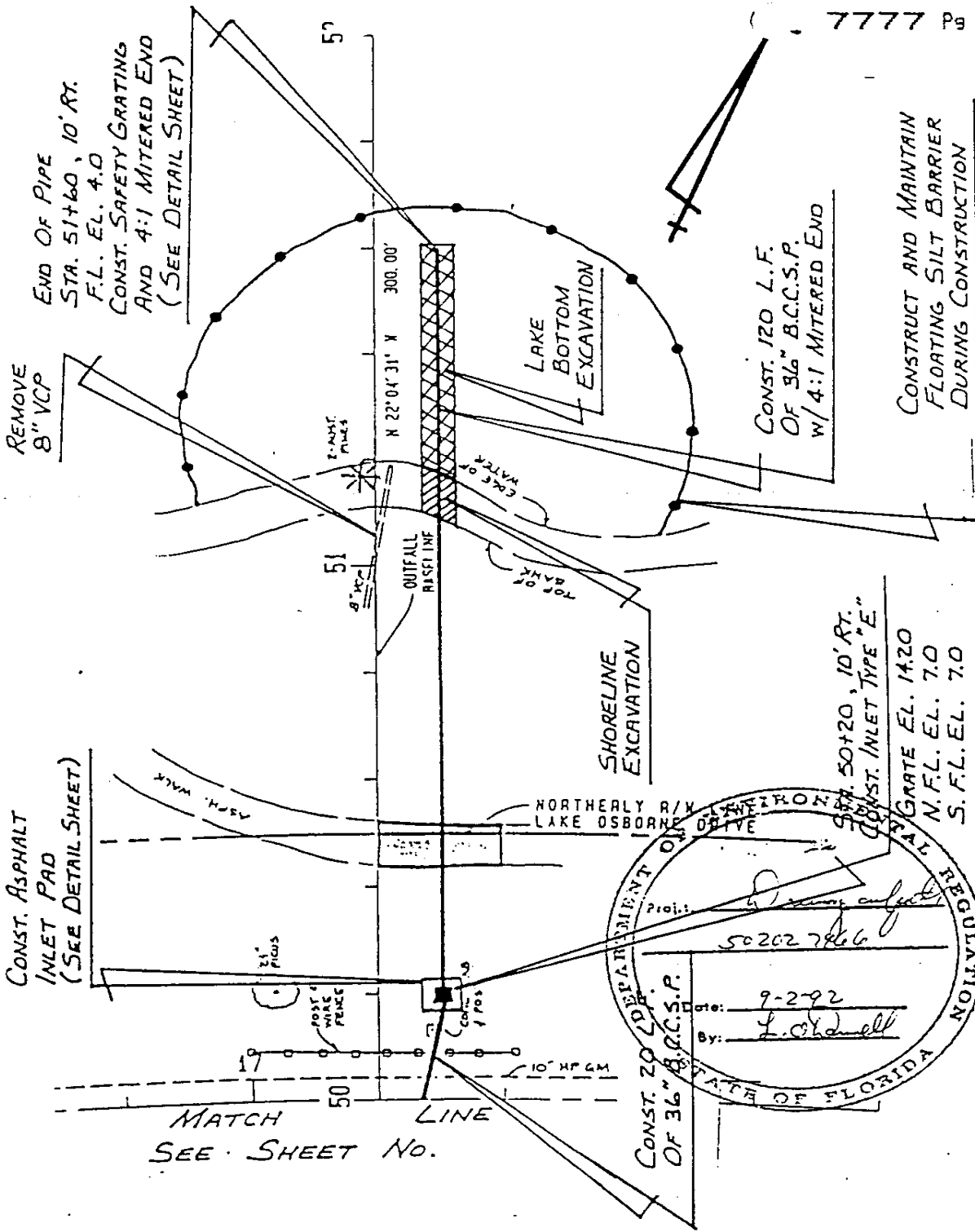
OSBORNE DRIVE OUTFALL



**OSBORNE DRIVE OUTFALL**

*WLR*  
12/6/91

PREPARED BY: MOCK, ROOS AND ASSOCIATES, INC.	CITY OF LAKE WORTH 1985 STORM SEWER BOND ISSUE PHASE 4B	DATE: SEP. 1991 P.A. NO 85-088.06 SHEET 4 OF 7
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NOTE: HAZARDOUS UNDERWATER CONDITIONS SIGN TO BE INSTALLED BY OTHERS AFTER CONSTRUCTION IS COMPLETE AND ACCEPTED. CONTRACTOR TO SIGN THIS ARE DURING CONSTRUCTION.

*[Signature]*  
12/6/91

**OSBORNE DRIVE OUTFALL**

PREPARED BY:  
MOCK, ROOS AND ASSOCIATES, INC.

CITY OF LAKE WORTH  
1985 STORM SEWER BOND ISSUE  
PHASE 4B

DATE: SEP. 1991  
P.A. NO 85-098.06  
SHEET 5 OF 7

14 12 10 8 6

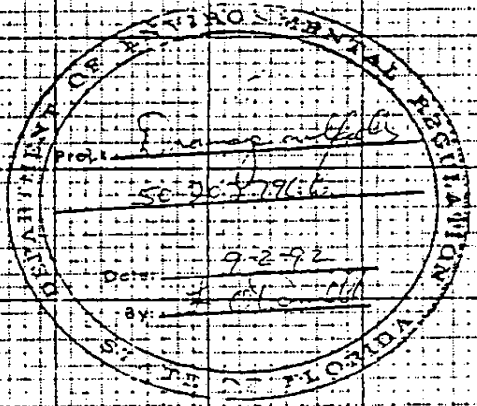
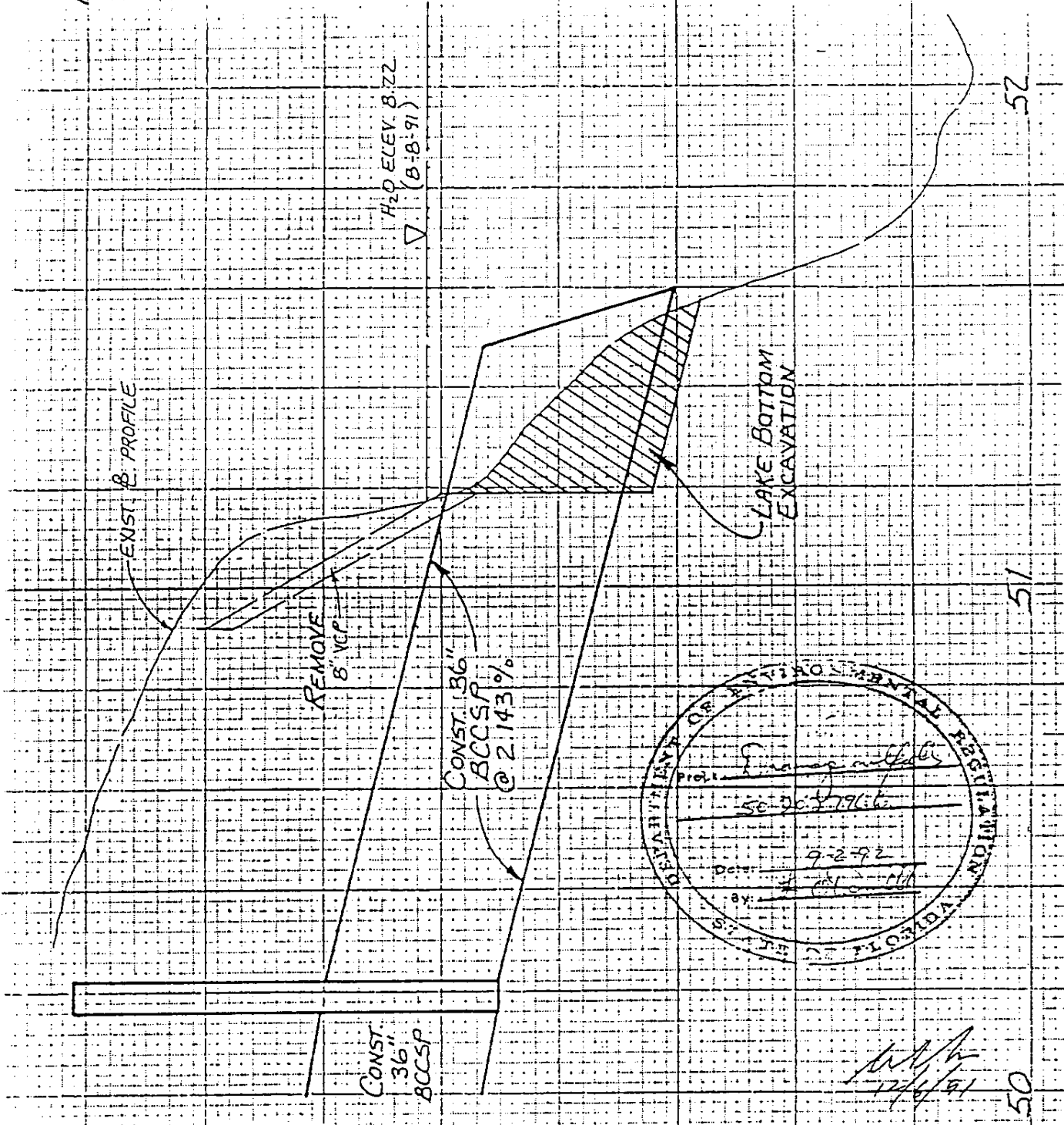
52

51

50

SCALE: 1" = 2.5' VERT.  
1" = 10' HORIZ

OSBORNE DRIVE OUTFALL



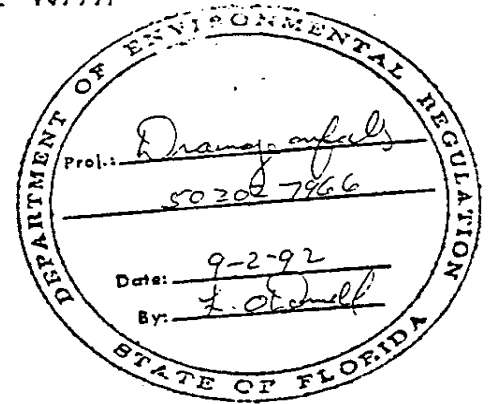
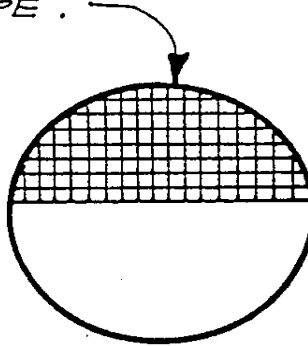
*Handwritten signature and date:*  
 12/6/91

PREPARED BY:  
 MOCK, ROOS AND  
 ASSOCIATES, INC.

CITY OF LAKE WORTH  
 1985 STORM SEWER BOND ISSUE  
 PHASE 4B

DATE: SEP. 1991  
 P.A. NO 85-098.06  
 SHEET 6 OF 7

CONSTRUCT STEEL BAR GRATING ON UPPER HALF OF PIPE END. GRATING SHALL BE WELDED TO PIPE SIDES AND COATED WITH BITUMINOUS MATERIAL. BARS SHALL BE 2 1/2" x 1/4" @ 1 3/16" O.C. WITH CROSS BARS @ 4" O.C. AND THE OPEN END BANDED. BEARING BARS SHALL RUN PARALLEL WITH THE PIPE.



36" BCCSP  
SAFETY GRATING

CREST DRIVE OUTFALL  
OSBORNE DRIVE OUTFALL

*W.A.H.*  
*12/6/91*

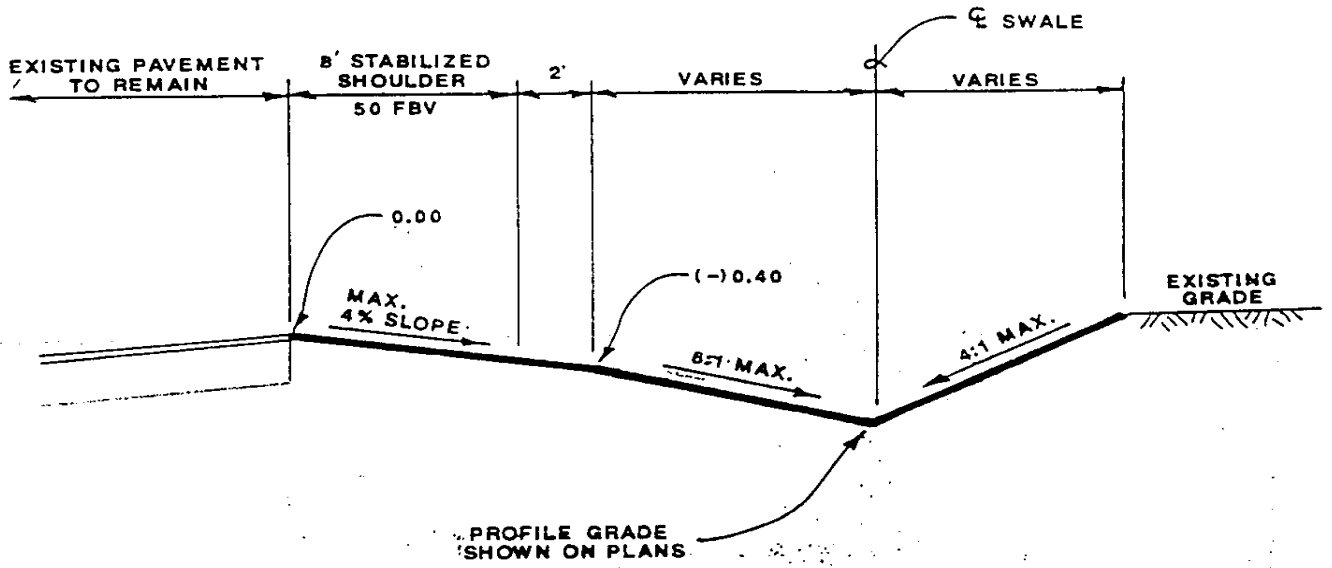
PREPARED BY: MOCK, ROOS AND ASSOCIATES, INC.	CITY OF LAKE WORTH 1985 STORM SEWER BOND ISSUE PHASE 4B	DATE: SEP. 1991
		P.A. NO 85-098.06
		SHEET 7 OF 7

**RECORDED**

APR 01 1992

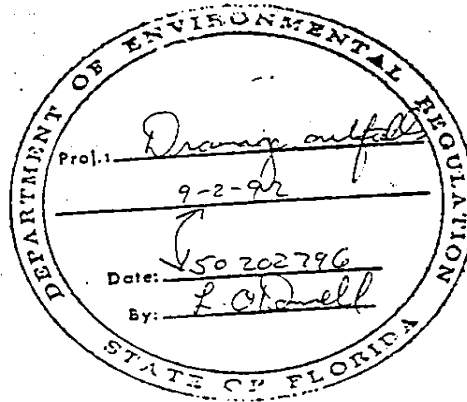
Dept. of Environmental Reg.  
West Palm Beach

ORB 7777 Pg 1653  
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL



### OSBORNE DRIVE SWALE SECTION

STA. 10+00 TO 10+50



*[Handwritten signature]*  
9-2-92

(4301-50)