

This Instrument Prepared By:

Sue Jones

Action No. 46892

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. 28787 (4601-50)

BOT FILE NO. 502027966

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 City of Lake Worth Beach, Florida, f/k/a City of Lake Worth, 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 29, Township 44 South, Range 43 East, in Lake Osborne,
Palm Beach County, Florida, containing 1,998 square feet, more or less,
as is more particularly described and shown on Attachment A, dated December 10, 1992.

TO HAVE THE USE OF the hereinabove described premises from March 24, 2023, the effective date of this easement renewal, through March 24, 2048, the expiration date of this easement renewal. The terms and conditions on and for which this easement renewal is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for maintenance of two stormwater outfall pipes. 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:

City of Lake Worth Beach, Florida
7 North Dixie Highway
Lake Worth Beach, FL 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.

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.

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

IN WITNESS WHEREOF, the Grantee and the Grantor 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

(SEAL)

Original Signature

Print/Type Name of Witness

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.

Original Signature

Print/Type Name of Witness

"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:

 _____
DEP Attorney Date

3/27/2023

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Lake Worth Beach, Florida
f/k/a City of Lake Worth (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Betty Resch
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 by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Betty Resch as Mayor, for and on behalf of City of Lake Worth Beach, Florida, f/k/a City of Lake Worth. She is personally known to me or who has produced _____, as identification.

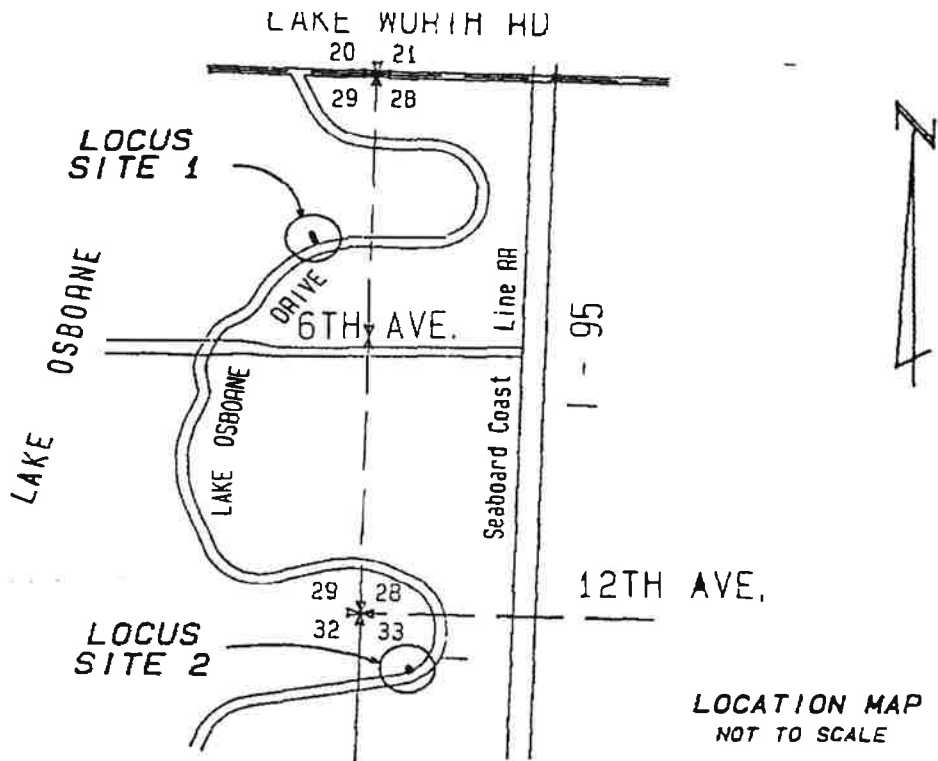
My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



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 MH-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	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
FIELD: N/A			DATE: MAY 1992
DRAWN: MI CLODFELTER			P. A. NO. 85098.06
APPROVED:			DR. NO. A-2478

**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 5.0 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.

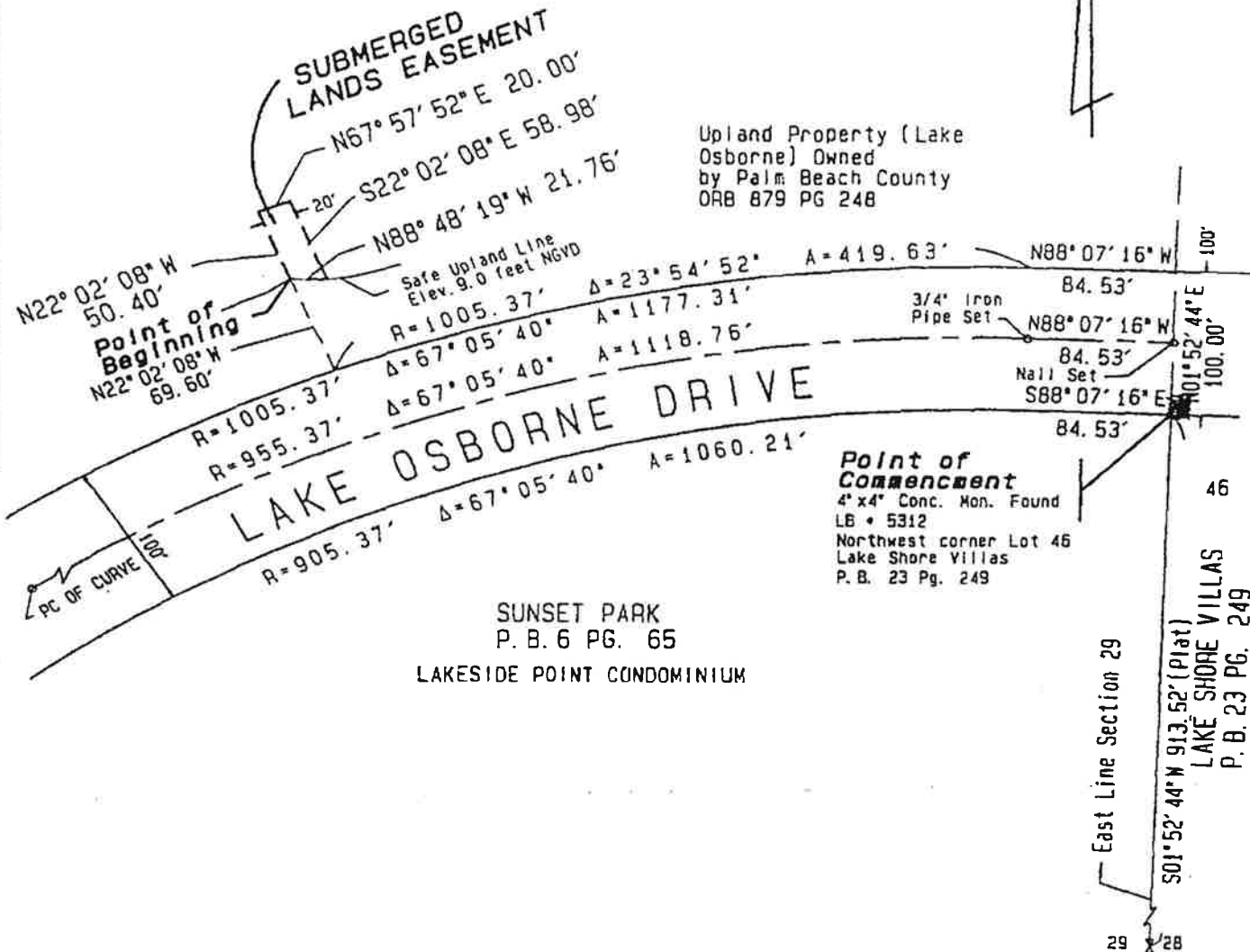
SHEET 2 OF 5
SPECIFIC PURPOSE SURVEY

REV: 12-10-92		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	SCALE: N/A
FIELD: N/A			SITE 1	DATE: MAY 1992
DRAWN: WH CLODFELTER			Prepared for	P. A. NO. 85098.06
APPROVED:			CITY OF LAKE WORTH	DR. NO. A-2478
			SECT. 29, 33; T44S; R43E	

NOTES

- 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.
- 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



SHEET 3 OF 5
SPECIFIC PURPOSE SURVEY

REV: 12-10-92	<p>MOCK, ROOS & ASSOCIATES, INC. 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: 1" = 100'
FIELD: L. KESTY			DATE: MAY 1992
DRAWN: MI CLOOFELTER			P. A. NO. 85098.06
APPROVED:			OR. NO. A-2478

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).

29 487' 28"
32 33

501°52'37"W 739.80'
 501°52'37"W 721.52' (PLAT)
 HIGH RIDGE ROAD (80')
 501°52'37"W 272.62' to Crest Drive

LAKE OSBORNE

Upland Property (Lake Osborne)
Owner by Palm Beach County

SUBMERGED LANDS EASEMENT

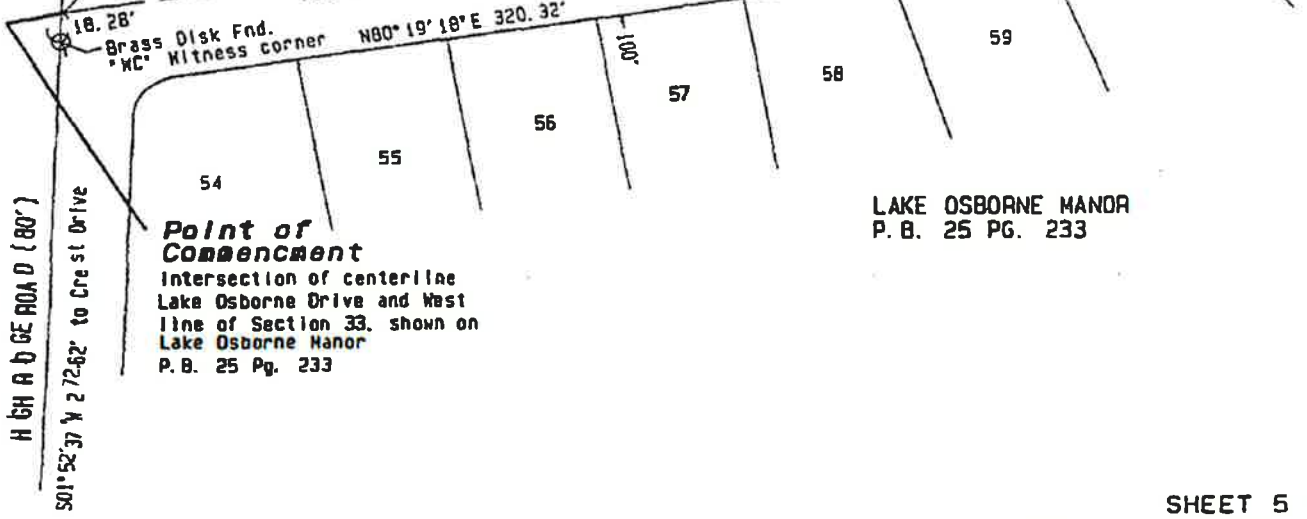
Point of Beginning
N20°57'40"W 43.48'

N69°02'20"E 20.00'
S20°57'40"E 46.96'
S78°54'37"W 20.30'

LAKE OSBORNE DRIVE

Point of Commencement
Intersection of centerline Lake Osborne Drive and West line of Section 33, shown on Lake Osborne Manor P. B. 25 Pg. 233

LAKE OSBORNE MANOR
P. B. 25 PG. 233



Centerline Cochran Drive

SHEET 5 OF 5
SPECIFIC PURPOSE SURVEY

REV: 12-10-92	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	SCALE: 1"=100'
FIELD: L. KESTY		SITE 2	DATE: MAY 1992
DRANN: MH CLODFELTER		Prepared for	P. A. NO. B509B.0E
APPROVED:		CITY OF LAKE WORTH	DR. NO. A-2478
		SECT. 29, 33; T44S; R43E	

**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 9.0 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		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: N/A
FIELD: N/A				DATE: MAY 1992
DRAWN: MH CLOOFELTER				P. A. NO. 85098.06
APPROVED:				DR. NO. A - 2478