

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 22, 2023

Consent

Regular

Workshop

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 East Ocean Avenue Bridge over the Lake Worth Lagoon (East Bridge).

**SUMMARY:** Approval of this Easement Renewal from TIITF will extend the use of the 0.0577 acre of sovereignty submerged lands, located beneath the east bridge for a period of 50 years. In 1990, the County made improvements to East Ocean Avenue, which included the widening of the east bridge over the Lake Worth Lagoon. Construction of this widening required an easement from TIITF. The previous easement with TIITF was approved by the Board of County Commissioners (BCC) on July 31, 1990, was recorded in Official Records Book 6649, page 394, and expired on October 10, 2018. 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 Engineering and Public Works (EPW) of the associated risks. The new provision includes liabilities that accrue to the subject parcel 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 4 (YBH)

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

**Attachments:**

1. Location Map
2. Sovereignty Submerged Lands Easement Renewal (4)

Recommended by:  
YBH/TEL

*YBH/TEL*  
*YBH*

County Engineer

Date

*7/26/2023*

Approved by:

Assistant County Administrator

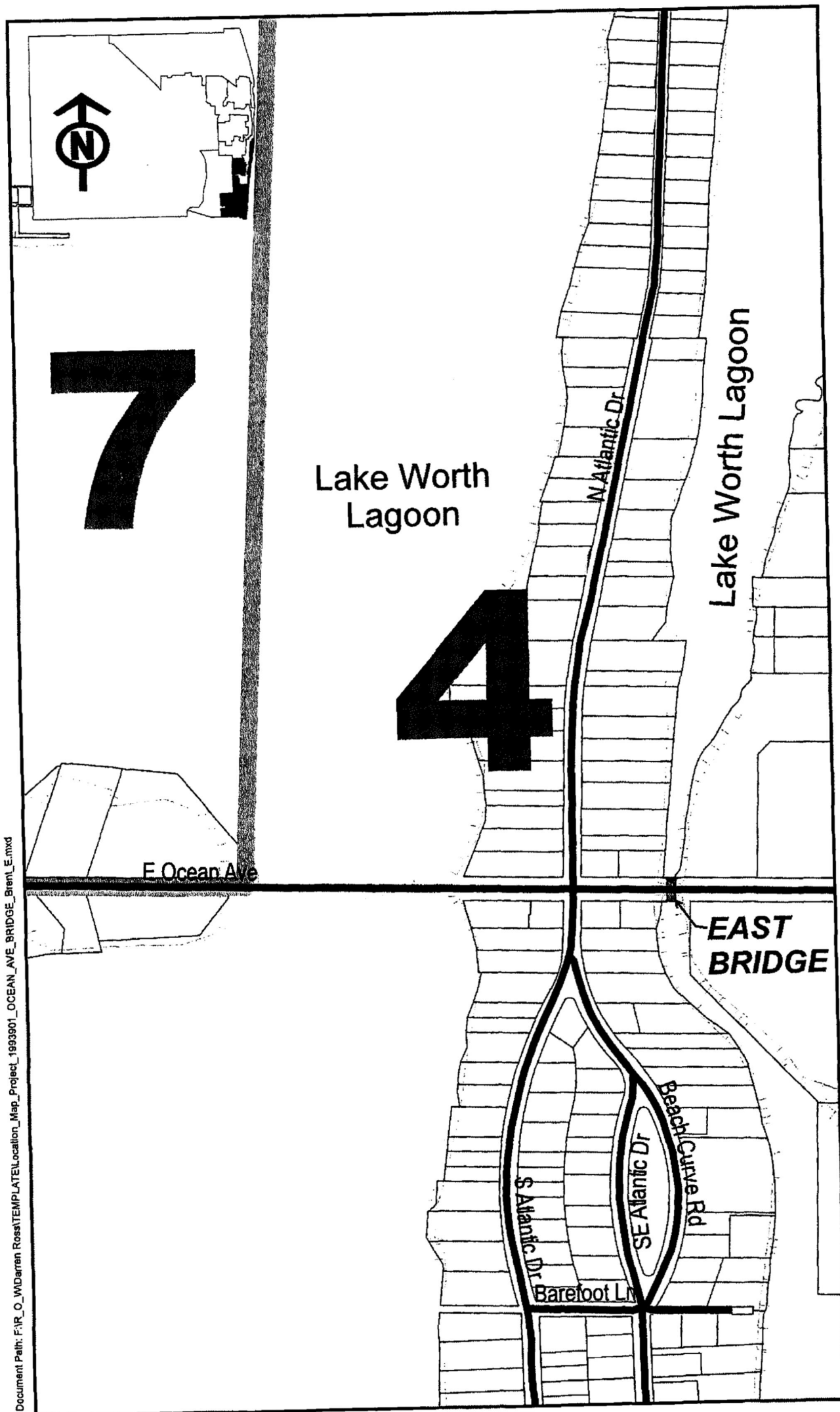
Date

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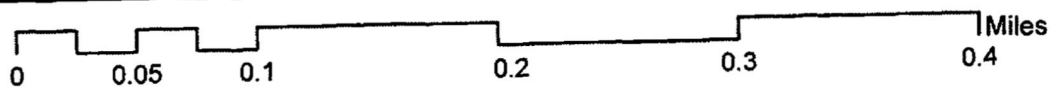
*8/10/23*



Location Map



Document Path: F:\R\_O\_WDarran Ross\TEMP\LATE\Location\_Map\_Project\_1993901\_OCEAN\_AVE\_BRIDGE\_Brent\_E.mxd



This Instrument Prepared By:  
Lisa-Marie Kessler  
Action No. 39397  
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

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SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL

EASEMENT NO. 00163 (3999-50)  
BOT FILE NO. 501228356

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 sovereignty submerged 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 03,  
Township 45 South, Range 43 East, in Lake Worth,  
Palm Beach County, Florida, as is more particularly described  
and shown on Attachment A, dated April 4, 1988.

TO HAVE THE USE OF the hereinabove described premises from October 10, 2018, the effective date of this renewal easement, through October 10, 2068, 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 only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Regulation Permit No. 501228356, dated November 9, 1987, 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/GUARANTEES 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, Board of County Commissioners  
Engineering & Public Works Department, Roadway Production Division  
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(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

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
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

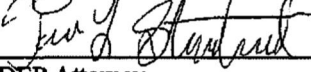
\_\_\_\_\_  
Print/Type Name of Witness

"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:

 6/13/2022  
DEP Attorney Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No.

WITNESSES:

ATTEST:

Joseph Abruzzo  
Clerk of the Circuit Court and Comptroller

Palm Beach County, Florida,  
a political subdivision of the State of Florida (SEAL)  
By and through its Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

Signed and delivered in the presence of:

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

\_\_\_\_\_  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Mayor  
Title of Executing Authority

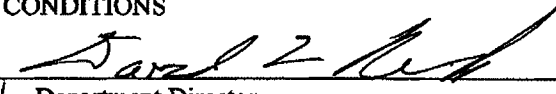
\_\_\_\_\_  
Typed/Printed Name of Witness

"GRANTEE"

APPROVED AS TO LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: ybh/tel \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Department Director

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as Mayor, for and on behalf of the Board of County Commissioners of Palm Beach County, Florida, ( ) who is personally known to me OR ( ) who has produced \_\_\_\_\_ as identification and who ( ) did ( ) did not take an oath.

My Commission Expires:

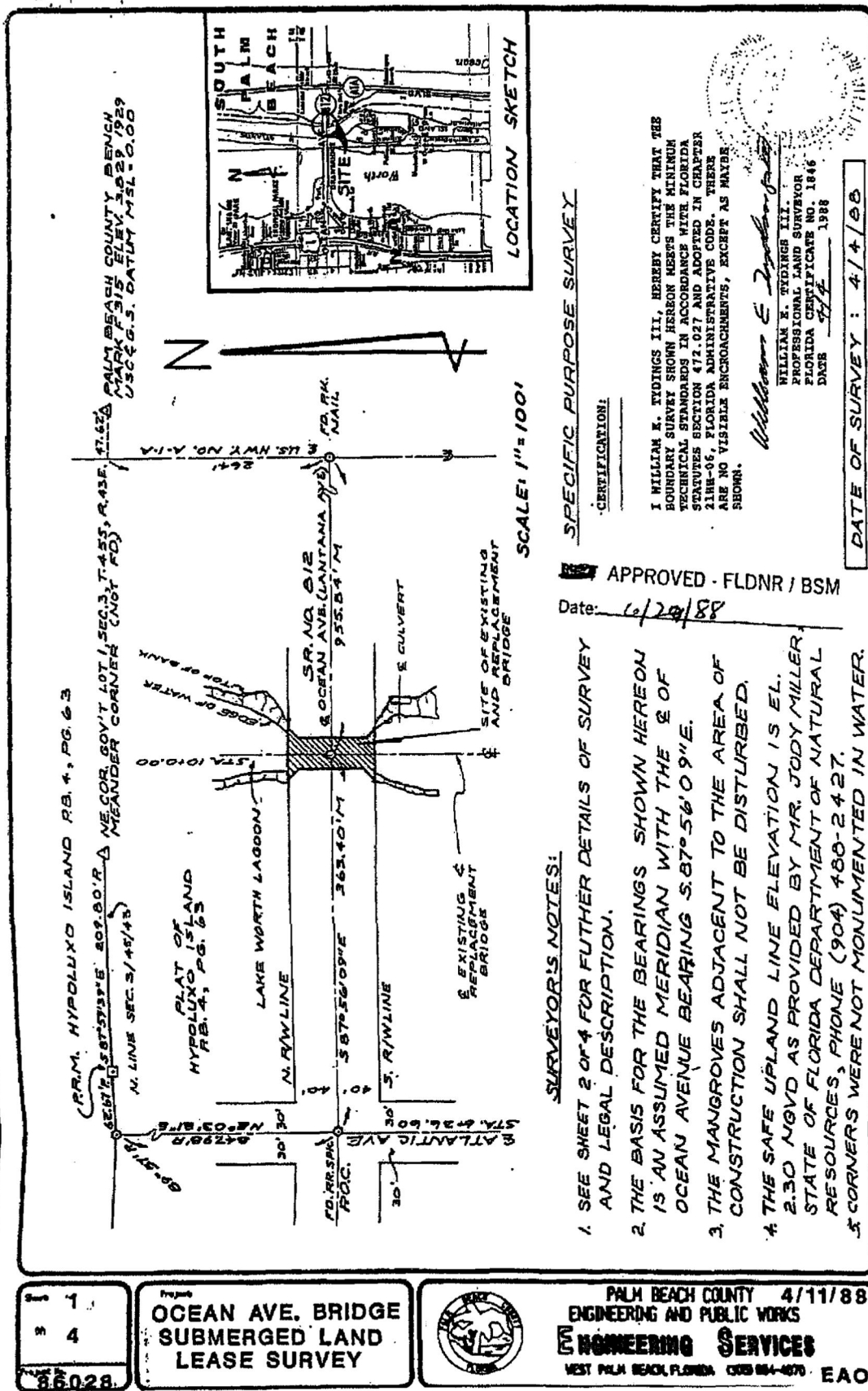
\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name





PALM BEACH COUNTY BENCH MARK F.315 ELEV. 3029.1929 U.S.C.G.S. DATUM MSL - 0.00

NE COR. GOV'T LOT 1, SEC. 3, T-45S, R-43E, 47-62A MEANDER CORNER (NOT FD)

RR.M. MYPOLUXO ISLAND RB. 4, PG. 63

PLAT OF MYPOLUXO ISLAND RB. 4, PG. 63

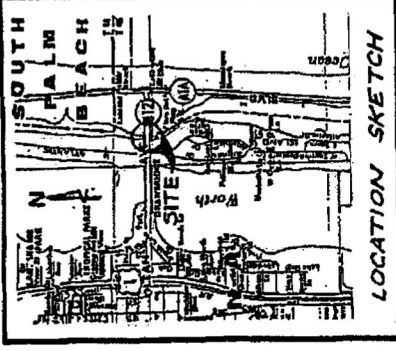
SR. RD. 612 OCEAN AVE. (LANTANA ST.) 955.23' W

SR. RD. 612 OCEAN AVE. (LANTANA ST.) 955.23' W

SR. RD. 612 OCEAN AVE. (LANTANA ST.) 955.23' W

SR. RD. 612 OCEAN AVE. (LANTANA ST.) 955.23' W

SR. RD. 612 OCEAN AVE. (LANTANA ST.) 955.23' W



**SPECIFIC PURPOSE SURVEY**

**CERTIFICATION**

I WILLIAM E. TYDINGS III, HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH FLORIDA STATUTES SECTION 471.027 AND ADOPTED IN CHAPTER 218B-06, FLORIDA ADMINISTRATIVE CODE. THERE ARE NO VISIBLE ENCROACHMENTS, EXCEPT AS MAYBE SHOWN.

*William E. Tydings III*  
 WILLIAM E. TYDINGS III.  
 PROFESSIONAL LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 1846  
 DATE 4/4/88

DATE OF SURVEY: 4/4/88

APPROVED - FLDNR / BSM

Date: 6/20/88

**SURVEYOR'S NOTES:**

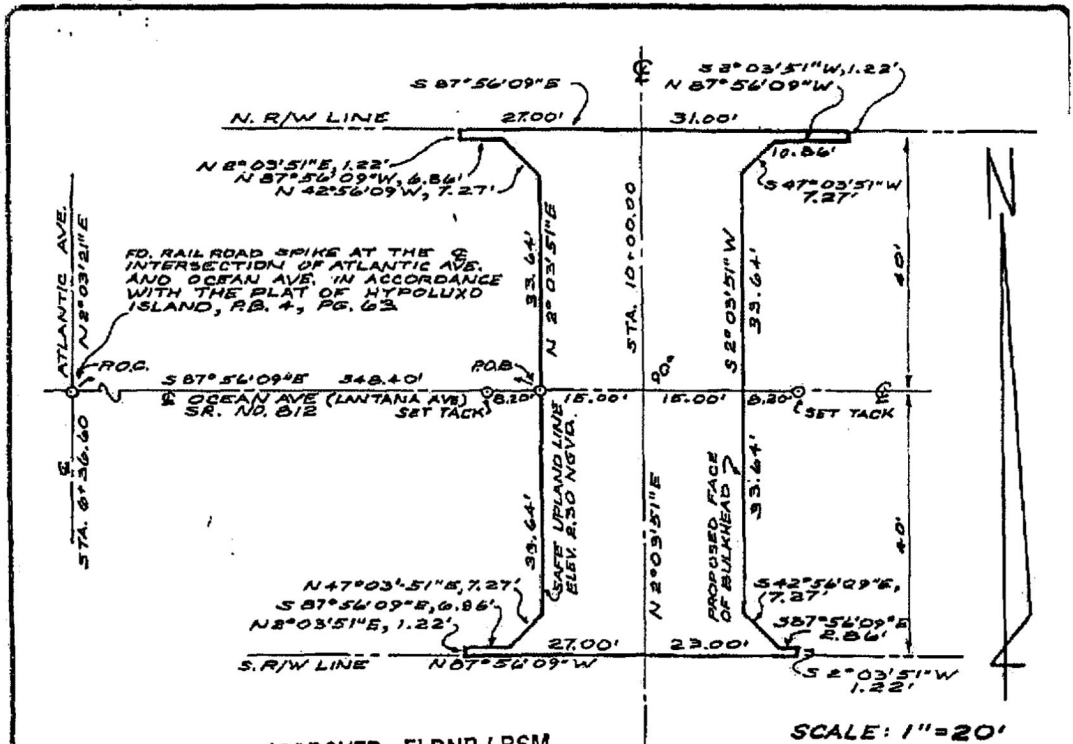
1. SEE SHEET 2 OF 4 FOR FURTHER DETAILS OF SURVEY AND LEGAL DESCRIPTION.
2. THE BASIS FOR THE BEARINGS SHOWN HEREON IS AN ASSUMED MERIDIAN WITH THE S & OF OCEAN AVENUE BEARING S.87°56'09" E.
3. THE MANGROVES ADJACENT TO THE AREA OF CONSTRUCTION SHALL NOT BE DISTURBED.
4. THE SAFE UPLAND LINE ELEVATION IS EL. 2.30 MGD AS PROVIDED BY MR. JODY MILLER, STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, PHONE (904) 488-2427.
5. CORNERS WERE NOT MONUMENTED IN WATER.

Sheet 1  
 of 4  
 86028

OCEAN AVE. BRIDGE  
 SUBMERGED LAND  
 LEASE SURVEY



PALM BEACH COUNTY 4/11/88  
 ENGINEERING AND PUBLIC WORKS  
**ENGINEERING SERVICES**  
 WEST PALM BEACH, FLORIDA 33411-4000 EAO



APPROVED - FLDNR / BSM  
 Date: 6/25/88

DESCRIPTION OF LAND LYING WITHIN THE SAFE UPLAND LINE OF ELEVATION 2.30 NGVD

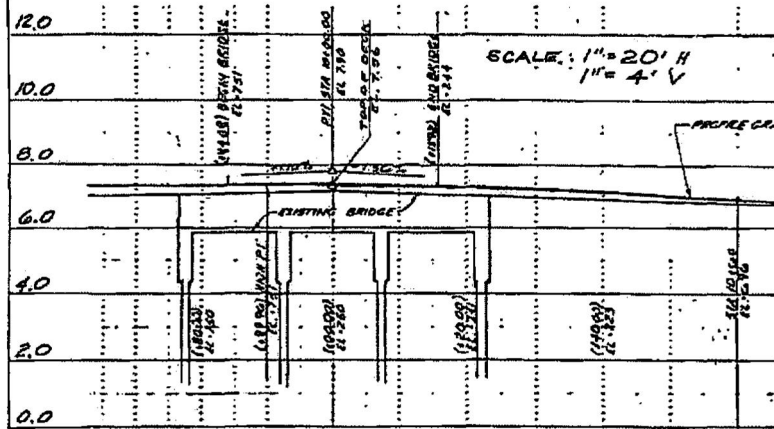
A parcel of land lying below the safe upland line of elevation 2.30 NGVD, within Government Lot 1, Section 3, Township 45 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the intersection of the center line of Ocean Avenue-SR No. 812 (formerly known as Lantana Avenue) with the center line of Atlantic Avenue according to the Plat of Hypoluxo Island, as recorded in Plat Book 4, Page 63, in and for the public records of said Palm Beach County; Thence, South 87°-56'-09" East, (said bearing being based on an assumed meridian), along said center line of Ocean Avenue a distance of 348.40 feet to the Point of Beginning; Thence, North 2°-03'-51" East a distance of 33.64'; Thence, North 42°-58'-09" West a distance of 7.27 feet; Thence North 87°-56'-09" West a distance of 6.86 feet; Thence North 2°-03'-51" East a distance of 1.22' along the safe upland line at elevation of 2.30 NGVD to the intersection thereof with the northerly right of way line of said Ocean Avenue; Thence, South 87°-56'-09" East along said northerly right of way line a distance of 27.00 feet to the center line of the existing and proposed new bridge over Lake Worth Lagoon; Thence, continue South 87°-56'-09" East along said northerly right of way line a distance 31.00 feet to the safe upland line at elevation 2.30 NGVD; Thence, South 2°-03'-51" West along said safe upland line, a distance of 1.22 feet; Thence North 87°56'-09" West a distance of 10.86 feet; Thence South 47°-03'-51" West a distance of 7.27 feet; Thence, South 2°-03'-51" West a distance of 33.64 feet to the centerline of said Ocean Avenue; Thence, continue South 2°-03'-51" West a distance of 33.64 feet; Thence South 42°-58'-09" East a distance of 7.27 feet; Thence South 87°-56'-09" East a distance of 2.86 feet to the intersection with the safe upland line at elevation 2.30 NGVD Thence South 2°-03'-51" West along said safe upland line a distance of 1.22 feet to the intersection thereof with the southerly right of way line of said Ocean Avenue; Thence North 87°-56'-09" West along said southerly right of way line distance of 23.00 feet to the center line of said existing and proposed bridge over Lake Worth Lagoon; Thence continue North 87°-56'-09" West along said right of way a distance of 27.00 feet to the intersection with the safe upland line; Thence North 2°-03'-51" East along said safe upland line a distance of 1.22 feet; Thence South 87°-56'-09" East a distance of 6.86 feet; Thence North 47°-03'-51" East a distance of 7.27 feet; Thence, North 2°-03'-51" East of distance of 33.64 feet to the Point of Beginning.

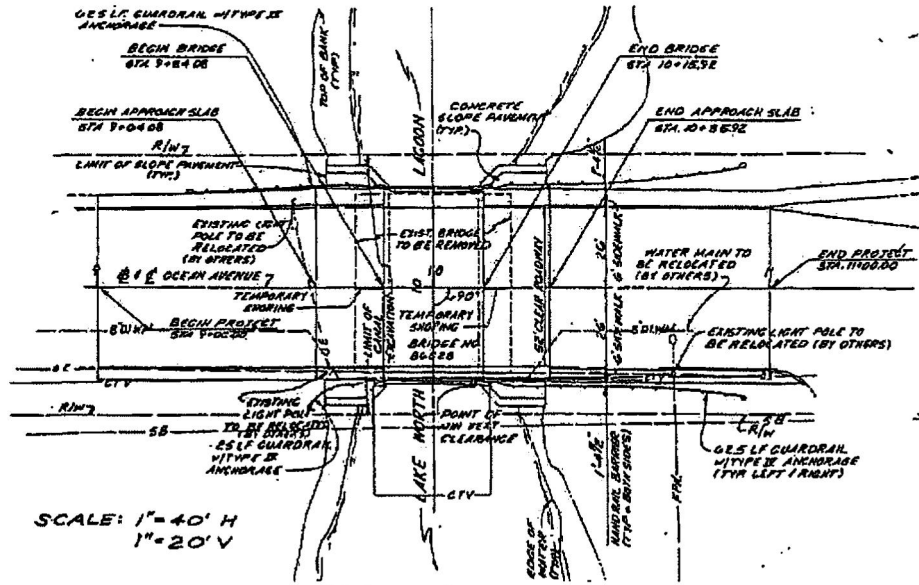
The above described parcel contains 2,511.39 Sq. feet or 0.0577 acres.

*William E. DePinto*

Sheet 2 of 4 86028	Project <b>OCEAN AVE. BRIDGE SUBMERGED LAND LEASE SURVEY</b>		<b>PALM BEACH COUNTY 4/11/88 ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES WEST PALM BEACH, FLORIDA 33411-4070 EAO</b>
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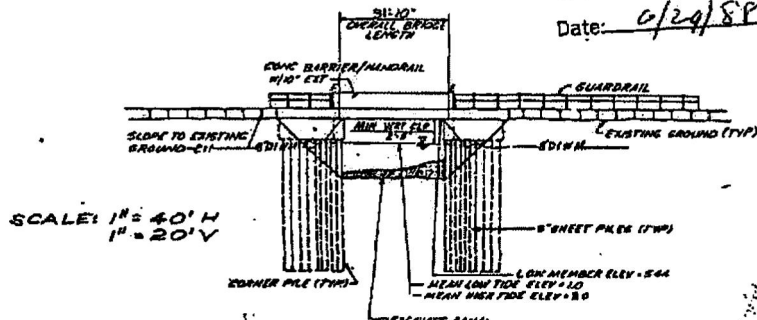


EXISTING BRIDGE



PLAN

APPROVED - FLDNR / BSM  
Date: 6/24/88



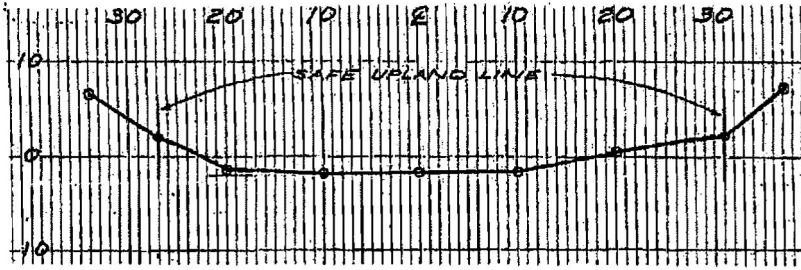
PROPOSED BRIDGE

Sheet 3  
of 4  
86028

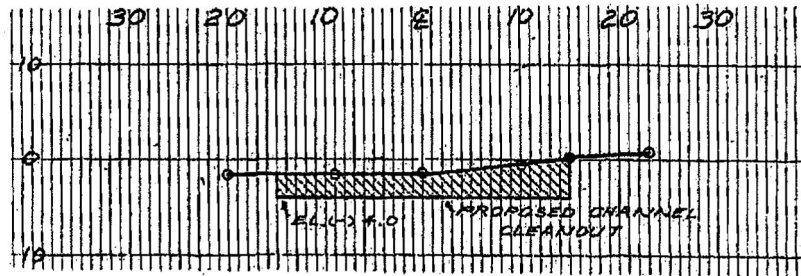
Project  
**OCEAN AVE. BRIDGE  
SUBMERGED LAND  
LEASE SURVEY**



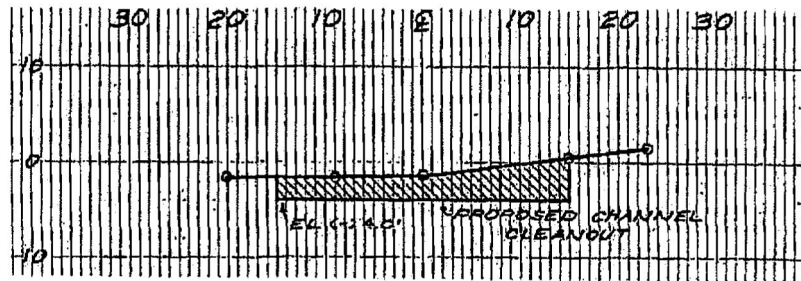
PALM BEACH COUNTY 4/11/88  
ENGINEERING AND PUBLIC WORKS  
**ENGINEERING SERVICES**  
WEST PALM BEACH, FLORIDA 33411-4070 EAO



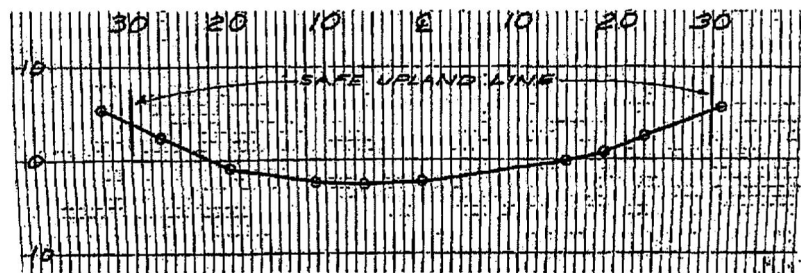
N. R/W LINE - 40' N. OF E



N. EDGE OF BRIDGE - 28' N. OF E



S. EDGE OF BRIDGE - 28' S. OF E



S. R/W LINE - 40' S. OF E

APPROVED - FLDNR / BSM

Date: 6/29/88

Sheet 4  
 of 4  
 66028

Project  
**OCEAN AVE. BRIDGE  
 SUBMERGED LAND  
 LEASE SURVEY**



PALM BEACH COUNTY 4/11/88  
 ENGINEERING AND PUBLIC WORKS  
**ENGINEERING SERVICES**  
 WEST PALM BEACH, FLORIDA 33411-4070 EAO