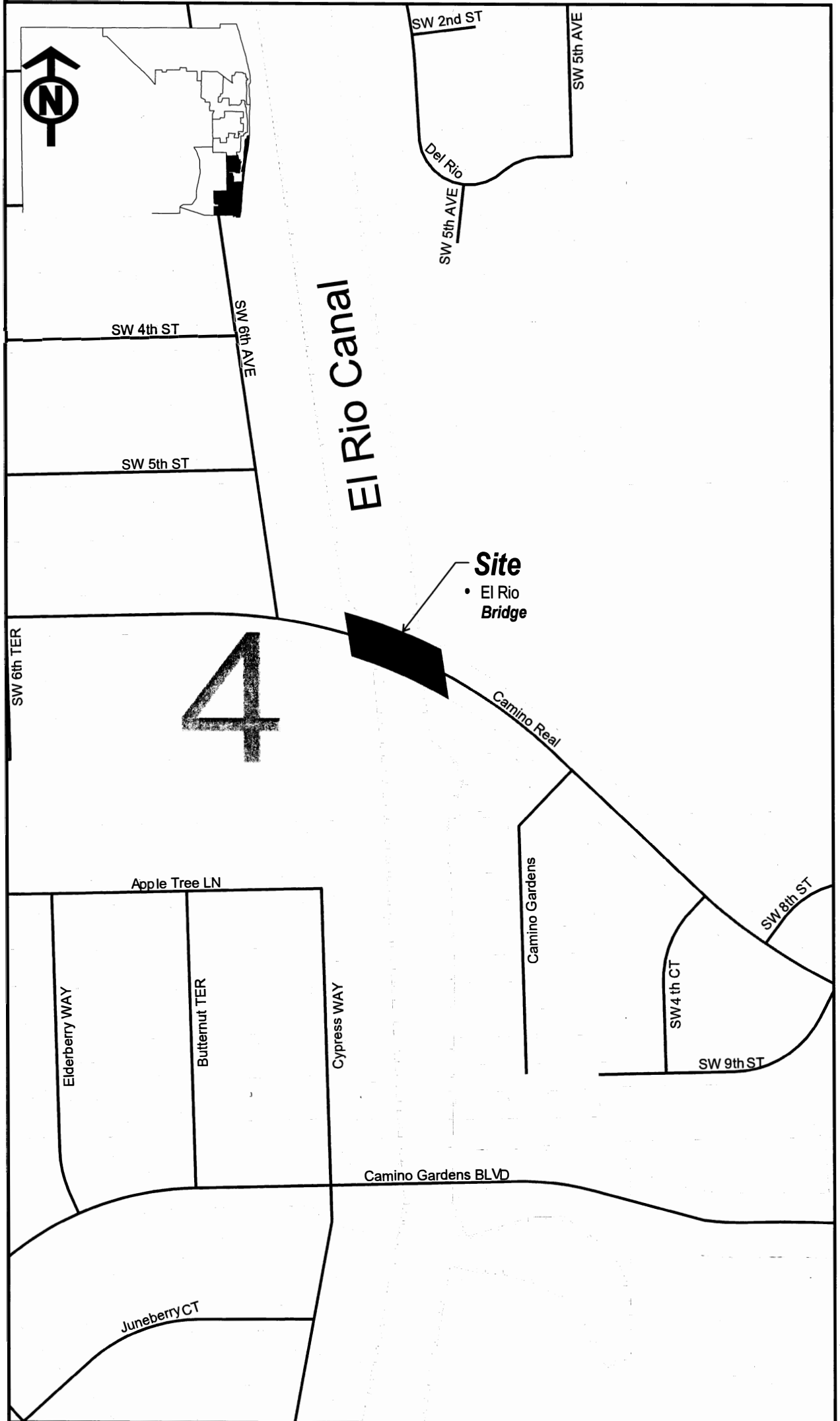
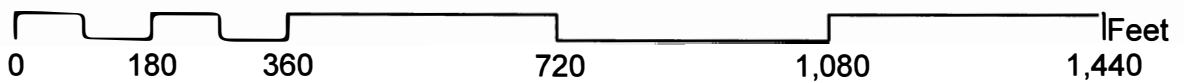


Location Map



Document Path: N:\R_O_W\Darren Ross\TEMPLATE\LOCATION_MAP_MRT_2023_021_BRENT 31 OCT 2023.mxd



This Instrument Prepared By
Celeda Wallace
Action No. 47716
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. 00307 (4172-50)
BOT FILE NO. 501883026

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 30,
Township 47 South, Range 43 East, in El Rio Canal,
Palm Beach County, Florida, containing 16,553 square feet,
more or less, as is more particularly described and shown on
Attachment A, dated December 19, 1991.

TO HAVE THE USE OF the hereinabove described premises from January 22, 2022, the effective date of this easement renewal, through January 22, 2072, the expiration date of this modified 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 Protection Environmental Resource Permit No. 501883026, dated March 7, 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.

[41]

3. **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.

4. **WARRANTY OF TITLE/GUARANTEED 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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **RESOLUTION OF ANY INEQUITIES:** Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

10. **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..

11. **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.

12. **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.

13. **CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES:** Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

14. **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.

15. AMENDMENTS/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.

16. 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.

17. 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 of 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.

18. 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.

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

IN WITNESS WHEREOF, the Grantor and the Grantee 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:

Toni Sturtevant 3/21/2024

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

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

BY: _____
Original Signature of Executing Authority

Maria Sachs
Typed/Printed Name of Executing Authority

Mayor _____
Title of Executing Authority

“GRANTEE”

APPROVED AS TO LEGAL
SUFFICIENCY

By: [Signature] for CH
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
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 Maria Sachs 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.

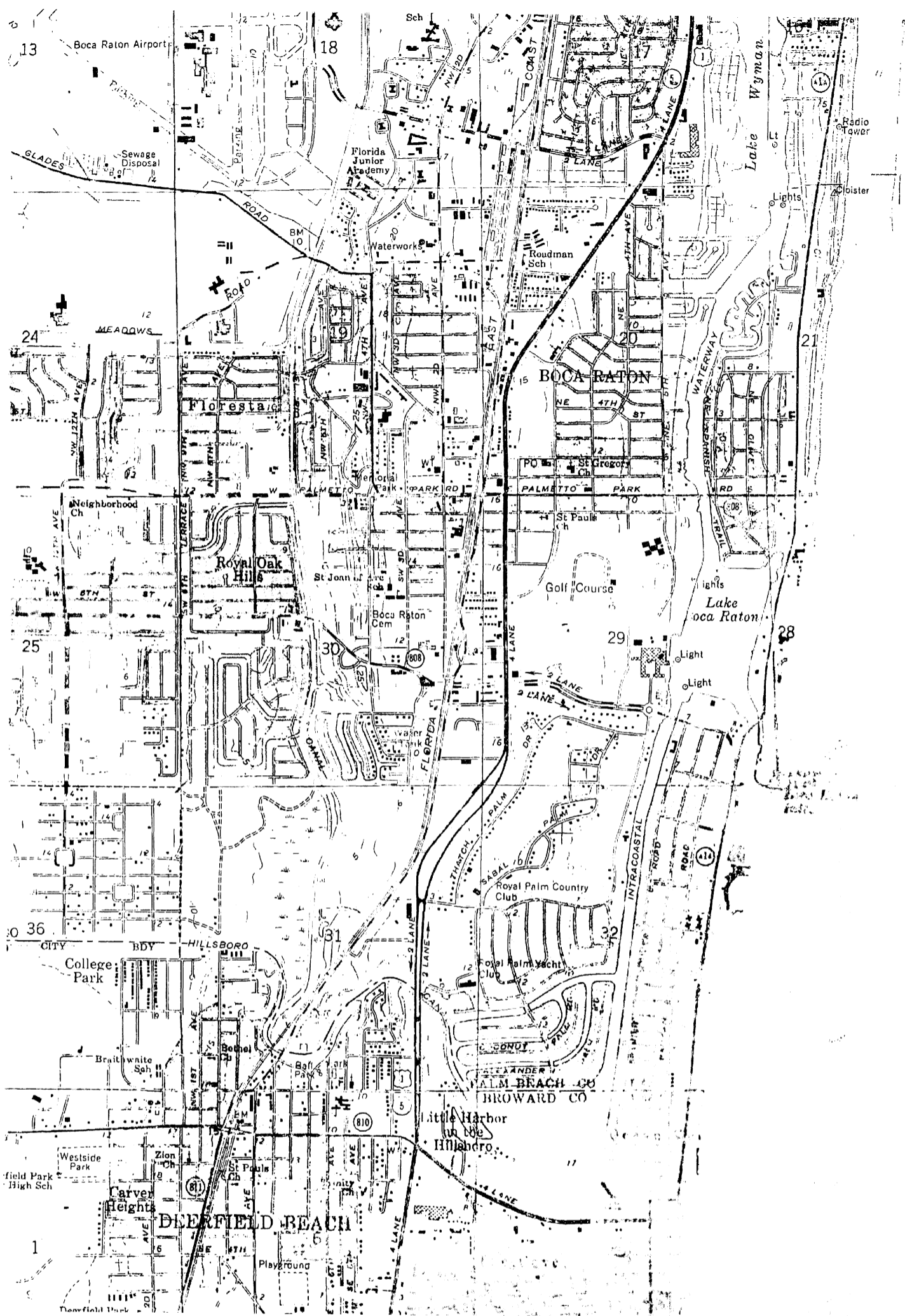
My Commission Expires:

Commission/Serial No. _____

Signature of Notary Public

Notary Public, State of _____

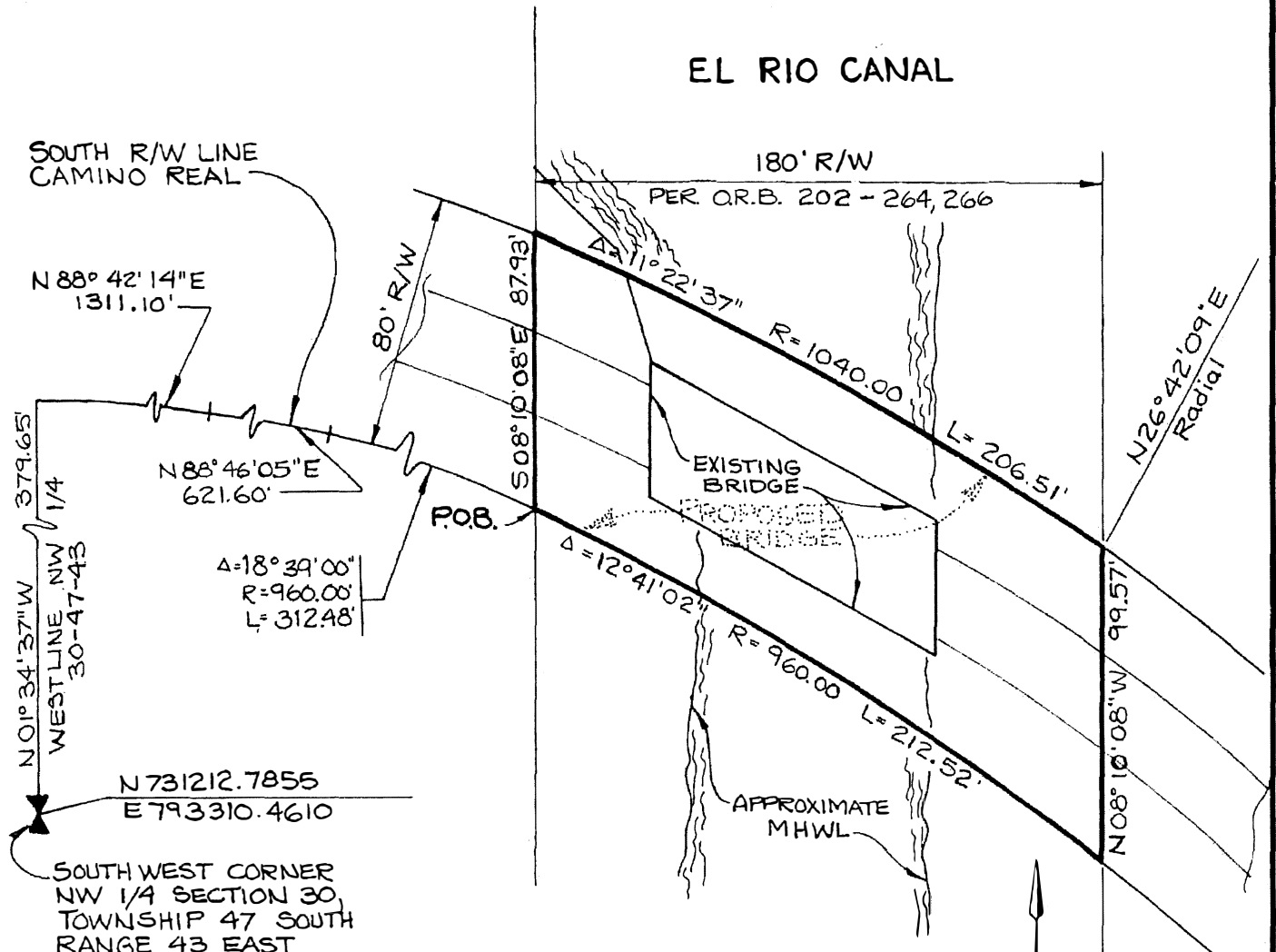
Printed, Typed or Stamped Name



SKETCH AND DESCRIPTION

CAMINO REAL BRIDGE
OVER EL RIO CANAL

EL RIO CANAL



LEGEND:

- Δ = DENOTES CENTRAL ANGLE
- R = DENOTES RADIUS
- L = DENOTES ARC LENGTH
- MHWL = DENOTES MEAN HIGH WATER LINE

SCALE: 1"=50'

SHEET 1 OF 2

NOTES:

- 1) THIS IS NOT A FIELD SURVEY
- 2) Bearings Shown hereon are relative to a Grid Azimuth based on the Palm Beach County Sectional Resurvey of Section 30, Township 47 South, Range 43 East the West line of the NW. 1/4 having a bearing of $N 01^{\circ} 34' 37'' W$.
- 3) State Plane Coordinates shown hereon are based upon horizontal data published by the Palm Beach County Survey Department.

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL.

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER RULE 21H4 F.A.C. ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, SEPTEMBER 1, 1981.

SKETCH
NO.
2

DESCRIPTION

A parcel of land in Section 30, Township 47 South, Range 43 East being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest One-Quarter of said Section 30;

THENCE on a grid bearing of N 01° 34' 37" E along the West line of the said Northwest One-Quarter a distance of 379.65 feet to the South Right-of-Way line of Camino Real as shown on the plat of ROYAL OAK HILLS 2ND SECTION as recorded in Plat Book 27, Pages 25 and 26 of the Public Records of Palm Beach County, Florida;

THENCE N 88° 42' 14" E along said South Right-of-Way line a distance of 1311.10 feet;

THENCE N 88° 46' 05" E along said South Right-of-Way line a distance of 621.60 feet to a point of curvature of a tangent curve concave to the South.

THENCE Southerly along said Right-of-Way line, along the arc of said curve to the right having a central angle of 18° 39' 00" and a radius of 960.00 feet for an arc distance of 312.48 feet to the POINT OF BEGINNING;

THENCE continue Southerly along the arc of said curve to the right, having a central angle of 12° 41' 02" and a radius of 960.00 feet for an arc distance of 212.52 feet to a point on a non-tangent line, said line being the East Right-of-Way line of the El Rio Canal as described in Official Records Book 202, Pages 264 through 266 of the Public Records of Palm Beach County, Florida.

THENCE N 08° 10' 08" W along said East Right-of-Way line a distance of 99.57 feet to a point on the arc of non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of N 26° 42' 09" E;

THENCE Northwesterly along the arc of said curve to the left, having a central angle of 11° 22' 37" and a radius of 1040.00 feet for an arc distance of 206.51 feet to a point on a non-tangent line, said line being the West Right-of-Way line of the said El Rio Canal;

THENCE S 08° 10' 08" E along said West Right-of-Way line a distance of 87.93 feet to the POINT OF BEGINNING;

Said land situate in the City of Boca Raton, Florida containing 0.38 acres more or less.

Sheet 2 of 2

SKETCH
NO.