

RESOLUTION NO.: 17-19UD

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SOVEREIGNTY SUBMERGED LANDS EASEMENT BETWEEN THE UTILITY SPECIAL DISTRICT AND THE STATE OF FLORIDA BUREAU OF PUBLIC LAND ADMINISTRATION FOR THE 14 INCH POTABLE WATER MAIN SUPPLYING WATER TO SINGER ISLAND.**

**WHEREAS**, the Utility Special District's 14 inch subaqueous water main which supplies potable water to Singer Island is currently located within a parcel of submerged land which is part of the Lake Worth Lagoon intracoastal waterway; and

**WHEREAS**, the ability to provide water to Singer Island by means of this pipe is critical to maintaining adequate water supply for domestic consumption and fire protection; and


**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH, UTILITY SPECIAL DISTRICT, RIVIERA BEACH, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That in the interest of protecting the public health and safety, the Utility Board accept the staff's recommendation in authorizing the Utility Special District's Executive Director to execute easement number 00059 (3874-50) between the Utility special District and the Florida Bureau of Public Land Administration for the period January 11, 2019 through January 11, 2069.

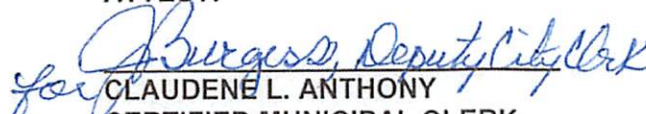
**SECTION 2:** This Resolution shall take effect upon passage and approval by the Utility Special District Board.


**PASSED AND APPROVED this 15TH of April 2019.**

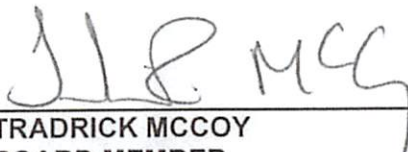
APPROVED:

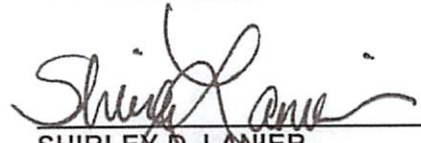
  
KASHAMBA MILLER-ANDERSON  
CHAIRPERSON  
BOARD MEMBER

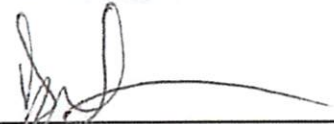
ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

  
JULIA A. BOTEL, Ed.D  
CHAIR PRO-TEM

  
TRADRICK MCCOY  
BOARD MEMBER

  
SHIRLEY D. LANIER  
BOARD MEMBER

  
DOUGLAS A. LAWSON  
BOARD MEMBER

MOTIONED BY: J. BOTEL

SECONDED BY: D. LAWSON

T. MCCOY AYE

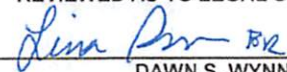
K. MILLER-ANDERSON AYE

S. LANIER AYE

J. BOTEL AYE

D. LAWSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
DAWN S. WYNN  
DISTRICT ATTORNEY

DATE: \_\_\_\_\_

This Instrument Prepared By:

Tiana D. Brown

Action No. 39327

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. 00059 (3874-50)

BOT FILE NO. 501476586

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 Riviera Beach Utility Special District 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 Sections 22, 27 and 28, Township 42 South, Range 43 East, in Lake Worth, Palm Beach County, Florida, as is more particularly described and shown on Attachment A, dated August 23, 1988.

TO HAVE THE USE OF the hereinabove described premises from January 11, 2019, the effective date of this easement renewal, through January 11, 2069, 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 a subaqueous watermain. 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 Riviera Beach, Florida  
600 West Blue Heron Blvd  
Riviera Beach, Florida 33404

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

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

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

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

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:

\_\_\_\_\_  
Cheryl C. McCall, 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Cheryl C. McCall, 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. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

  
\_\_\_\_\_  
DEP Attorney

1/8/2019

\_\_\_\_\_  
Date

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

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

My Commission Expires:

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

WITNESSES:  
[Signature]  
Original Signature  
Lynette Dent  
Typed/Printed Name of Witness  
[Signature]  
Original Signature  
LARRY BROWN  
Typed/Printed Name of Witness

City of Riviera Beach Utility Special District (SEAL)

BY: [Signature]  
Original Signature of Executing Authority  
Leighton Walker  
Typed/Printed Name of Executing Authority  
Interim Executive Director  
Title of Executing Authority

“GRANTEE”

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2020, by Leightin Walker as Executive Director, for and on behalf of City of Riviera Beach, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

[Signature]  
Notary Public, State of Florida  
LUCINDA JOHNSON-MONROE  
Printed, Typed or Stamped Name

Commission/Serial No. 969409



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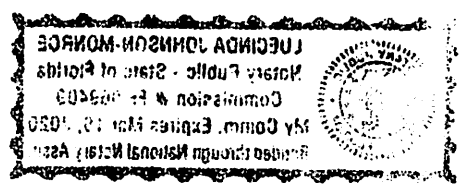
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## LEGAL DESCRIPTION

A parcel of submerged land 60 feet in width within the waters of Lake Worth, being in Sections 22, 27, and 28, Township 42 South, Range 43 East, Palm Beach County, Florida; the centerline of said parcel of land being more particularly described as follows:

Beginning at the Southeastery corner of Lot "P", as shown on the Replat of Lots 48 to 54, inclusive, Riviera Shores, as recorded in Plat Book 29, Page 70, Public Records of Palm Beach County, Florida said point being on the Riviera Beach Bulkhead Line (Ordinance No. 432), as shown on said Plat, and the waters of Lake Worth; proceed N 57° 22' 14" E, a distance of 1757.38 feet;  
thence N 57° 27' 09" E, a distance of 658.83 feet;  
thence N 57° 13' 34" E, a distance of 1010.02 feet to the Southwestery corner of Lot 26A, as shown on the Replat of Lots 25 and 26 Pine Point, as recorded in Plat Book 12, Page 136, Public Records of Palm Beach County, Florida, said point being the POINT OF TERMINUS.

Said parcel bounded on the West by the Easterly lines or said Replat of Lots 48 to 54, inclusive, Riviera Shores and the Plat of Riviera Shores, as recorded in Plat Book 25, Page 147, Public Records of Palm Beach County, Florida, and bounded on the East by the Westerly line of said Replat of Lots 25 and 26 Pine Point and the Westerly line of the Plat of Palm Beach Isles Plat No. 3, Plat Book 27, Page 8, Public Records of Palm Beach County, Florida.

