

M E M O R A N D U M

DATE: September 30, 2015

TO: Dave Bullock, Town Manager
FROM: Juan Florensa, Public Works Director
SUBJECT: Authorization for Mayor to Execute Sovereignty Submerged Lands Easement No. 41744, New Pass and Gulf of Mexico for Beach Nourishment and Maintenance Dredging

Authorization of the Mayor's execution of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Easement #41744, Permit Authorization #0039755-003-JC, dated July 2, 2015, is a requirement of the permit application process for the Town's upcoming beach nourishment and maintenance dredging project at New Pass.

This item is placed on the October 5, 2015 Regular Meeting for Commission consideration and formal action.

Attachment: Easement #41744

This Instrument Prepared By:
Tiana D. Brown
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

EASEMENT NO. 41744
BOT FILE NO. 580238565
PA NO. 0039755-003-JC

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 Sarasota, Florida and Town of Longboat Key, Florida, 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 27,
Township 36 South, Range 17 East, in New Pass and Gulf of Mexico,
Sarasota County, as is more particularly described
and shown on Attachment A, dated October 31, 2015.

TO HAVE THE USE OF the hereinabove described premises for a period of 15 years from August 20, 2015, the effective date of this 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 beach nourishment and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0039755-003-JC, dated July 2, 2015, 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/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. INDEMNIFICATION/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 Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. 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 Sarasota, Florida
Attention: Ms. Alexandra Davis Shaw
1565 First Street – Annex Building
Sarasota, Florida 34236

Town of Longboat Key, Florida
Attention: Mr. Juan Florensa
600 General Harris Street
Longboat Key, Florida 34228

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 Item 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.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

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

"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

Frank J. Hines 9/21/15
Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Sarasota, Florida (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Willie Charles Shaw
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 this _____ day of _____, 20____, by Willie Charles Shaw as Mayor, for and on behalf of City of Sarasota, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

WITNESSES:

Town of Longboat Key, Florida (SEAL)

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Jack Duncan

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 this _____ day of _____, 20____, by Jack Duncan as Mayor, for and on behalf of Town of Longboat Key, Florida. He is personally known to me or who has produced _____, as identification.

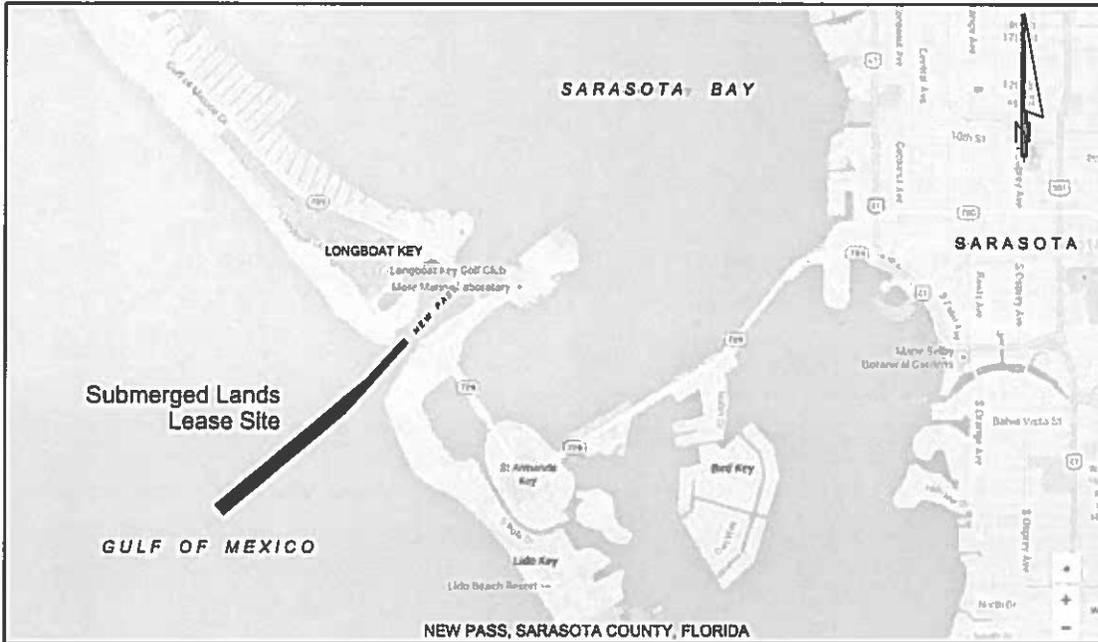
My Commission Expires:

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

**Specific Purpose Survey to
Prepare a Sketch and Description of Submerged Lands Lease
Offshore Beach Nourishment Borrow Site
New Pass, Sarasota County, Florida**



LOCATION MAP
NOT TO SCALE

Certification

I hereby certify to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIIF) that the Specific Purpose Survey of the property shown and described hereon was completed under my direction and said Specific Purpose Survey is true and correct to the best of my knowledge and belief.

I further certify that this Specific Purpose Survey meets the Minimum Technical Standards for Surveyors set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. No search of the Public Records has been made by this office.



Richard N. Sawyer
Professional Surveyor and Mapper
Florida Certificate No. 6131
(Not valid without the signature and original raised seal of Florida Licensed Surveyor and Mapper)

31 October 2014
Date of Specific
Purpose Survey

"NOT A FIELD SURVEY"



Arc Surveying & Mapping, Inc.
5202 San Juan Avenue
Jacksonville, FL 32210
(904) 384-8377
Professional Surveyors & Mappers
Certificate of Authorization LB 6487

**SUBMERGED LANDS LEASE
SKETCH AND DESCRIPTION FOR:
olsen associates, inc.**

JACKSONVILLE, FLORIDA

Scale: NA	Date: Oct. 2014	File No. 141008_LBK_SLL
Drawn by: R.J.S.	Checked: J.M.	Sheet: 1 of 3

NO.	REVISION	DATE	BY

This Specific Purpose Survey is not complete without accompanying sheets 2 and 3.

Prepare a Sketch and Description of Submerged Lands Lease
Offshore Beach Nourishment Borrow Site
New Pass, Sarasota County, Florida

LEGAL DESCRIPTION

A PARCEL OF SUBMERGED LANDS LYING IN A PORTION OF NEW PASS AND THE GULF OF MEXICO AND WEST OF SECTION 27 - TOWNSHIP 36 SOUTH - RANGE 17 EAST, LONGBOAT KEY, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" X 4" FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY CONCRETE MONUMENT WITH A 4"X4" BRASS CAP STAMPED "R-29 RESET" HAVING STATE PLANE COORDINATES NORTHING OF 1,089,339.28 AND A EASTING OF 464,696.55 BASED ON THE PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT, MEASURED IN U.S. SURVEY FEET. PROCEED SOUTH 46°27'02" EAST INTO THE WATERS OF NEW PASS AND THE GULF OF MEXICO A DISTANCE OF 708.35 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 48°40'25" EAST A DISTANCE OF 125 FEET; THENCE SOUTH 41°19'34" WEST A DISTANCE OF 1,654.23 FEET; THENCE SOUTH 50°03'25" WEST A DISTANCE OF 2,839.40 FEET; THENCE NORTH 39°56'34" WEST A DISTANCE OF 250 FEET; THENCE NORTH 50°03'25" EAST A DISTANCE OF 3,479.10 FEET; THENCE NORTH 42°46'53" EAST A DISTANCE OF 984.31 FEET AND TO THE POINT OF BEGINNING.

CONTAINING 22.39 ACRES (975,383.32 SQUARE FEET) MORE OR LESS

"NOT A FIELD SURVEY"



Arc Surveying & Mapping, Inc.
5202 San Juan Avenue
Jacksonville, FL 32210
(904) 384-8377
Professional Surveyors & Mappers
Certificate of Authorization LB 6487

SUBMERGED LANDS LEASE
SKETCH AND DESCRIPTION FOR:
olsen associates, inc.
JACKSONVILLE, FLORIDA

Scale: NA	Date: Oct., 2014	File No.: 141008_LBK_SLL
Drawn By: R.J.S.	Checked: J.M.	Sheet: 3 of 3

NO.	REVISION	DATE	BY

This Specific Purpose Survey is not complete without accompanying sheets 1 and 2.