

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Sovereign Submerged Lands Easement/Lake Howell Pedestrian Bridge

**DEPARTMENT:** PUBLIC WORKS      **DIVISION:** ENGINEERING/Sidewalk Section

**AUTHORIZED BY:** *W. Gary Johnson*      **CONTACT:** Alan Ayash, P.E.      **EXT.** 5651  
W. Gary Johnson, P.E., Director      Jerry McCollum, P.E., County Engineer

<b>Agenda Date</b> <u>10/12/04</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Accept and authorize the Chairman to execute the Sovereign Submerged Lands Easement granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Seminole County for the Lake Howell Road Pedestrian Bridge Crossing project.

District 4 - Commissioner Henley      Jerry McCollum, P.E.

**BACKGROUND:**

The Lake Howell Road Pedestrian Bridge Crossing is a part of the County's Sidewalk Program. This project is needed to provide a safe sidewalk to cross over Howell Creek due to the pedestrian conflict with traffic on Lake Howell Road. It will also eliminate the missing sidewalk link along the west side of Lake Howell Road.

Attachment: Sovereign Submerged Lands Easement

Reviewed by:	
Co Atty:	<u><i>JA</i></u>
DFS:	
Other:	
DCM:	<u><i>SS</i></u>
CM:	<u><i>JA</i></u>
File No.	<u>CPWE02</u>

This Instrument Prepared By  
Pattie J. Scott  
Recurring Revenue Section  
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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SOVEREIGN SUBMERGED LANDS EASEMENT

EASEMENT NO. 40419  
BOT FILE NO. 590035263  
SJRWMD PERMIT NO. 400-117-93511-1

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 Seminole County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Section 28,  
Township 21 South, Range 30 East, in Howell Creek,  
Seminole County, as is more particularly described  
and shown on Attachment A, dated July 23, 2004.

TO HAVE THE USE OF the hereinabove described premises from May 25, 2004, the effective date of this easement. The terms and conditions of 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 except as described in the St. Johns River Water Management District, Noticed General Environmental Resource Permit No. 400-117-93511-1, dated May 25, 2004, 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. **AUTOMATIC TERMINATION:** This easement shall automatically terminate when, in the opinion of Grantor, the easement is not utilized for the purposes authorized. Any costs or expenses incurred by Grantor in removing Grantee or its property from the easement area shall be paid by Grantee.
4. **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.
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. RIGHT TO TERMINATE: Should a need of greater public benefit and use arise as determined by Grantor in its sole discretion, the Grantor shall have the right to terminate this easement. At such time, the Grantor shall issue written notification to the Grantee stating the effective date of such termination.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

17. 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.

18. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE 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.

19. 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.

20. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in Rule 18-21.003, 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:

Dale Adams, Operations and Management Consultant  
Manager, Bureau of Public Land Administration,  
Division of State Lands, 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 Dale Adams, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of  
State Lands, 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 AS TO FORM AND LEGALITY:

Notary Public, State of Florida

DEP Attorney

Printed, Typed or Stamped Name

My Commission Expires:

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

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

Seminole County, Florida (SEAL)  
By its Board of County Commissioners

BY:

Original Signature of Executing Authority

Daryl G. McLain  
Typed/Printed Name of Executing Authority

Chairman  
Title of Executing Authority

"GRANTEE"

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

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

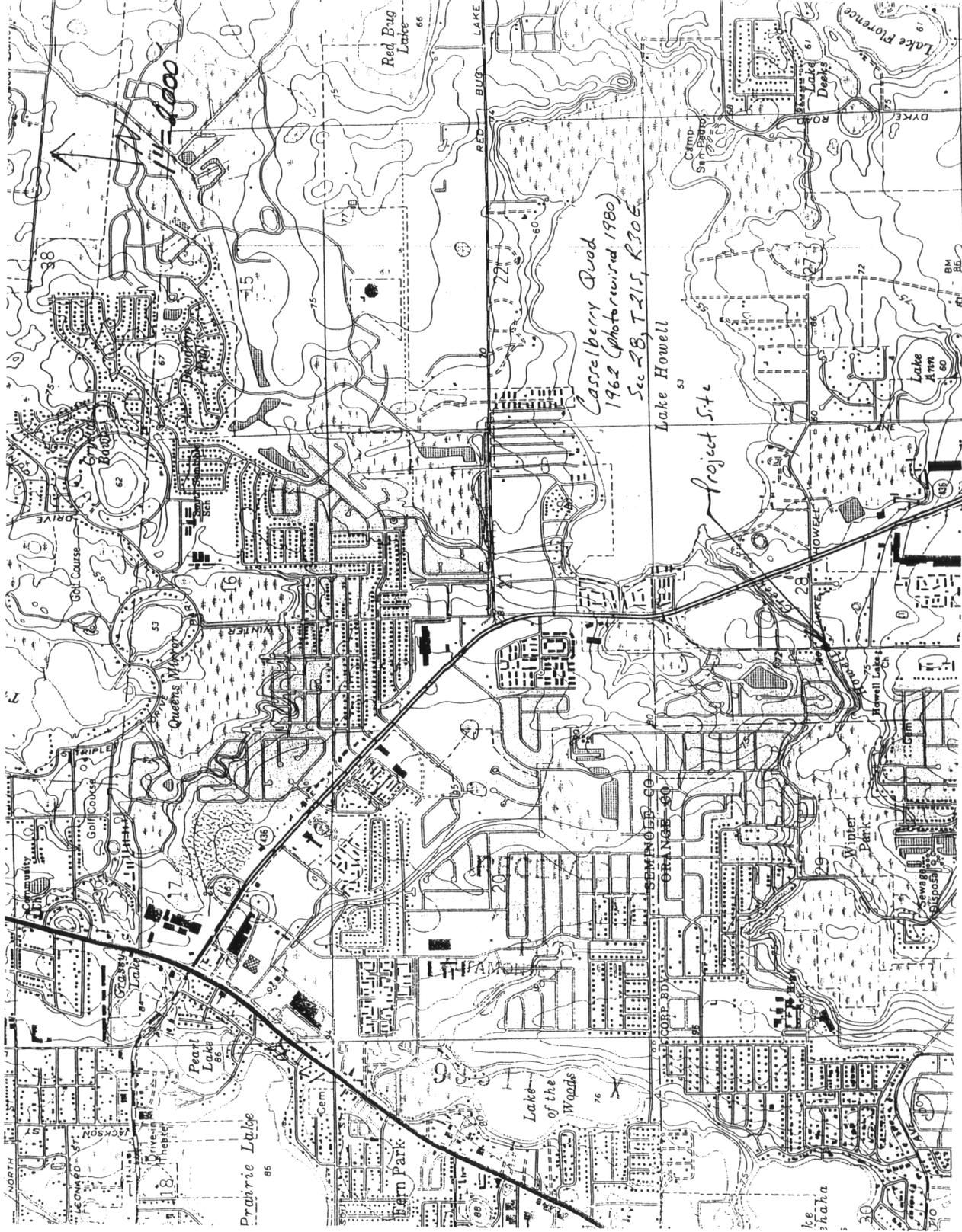
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Daryl G. McLain as Chairman, for and on behalf of the Board of County Commissioners of Seminole County, Florida. He  
is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

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

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

Printed, Typed or Stamped Name



LEGAL DESCRIPTION

That part of the sovereign lands of the State of Florida that lie within the following described area:

A part of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 21 South, Range 30 East, Seminole County, Florida, more particularly described as;

COMMENCE at the Northeast corner of FOREST BROOK - SECOND SECTION, as recorded in Plat book 15, Page 31, of the Public Records of Seminole County, Florida, said corner being a 6"x6" concrete monument; thence S.00°04'47"E. along the Westerly right of way line of Lake Howell Road for 1177.13 feet; thence S.76°24'50"E. a distance of 0.81 feet to the POINT OF BEGINNING; thence continue S.76°24'50"E. for 9.26 feet; thence S00°06'23"E for 36.60 feet; thence N.89°32'53"W. for 9.00 feet; thence N.00°06'23"W. for 38.71 feet to the POINT OF BEGINNING.

Containing 339 square feet, more or less.

Attachment A  
Page 6 of 8 Pages  
Easement No. 40417

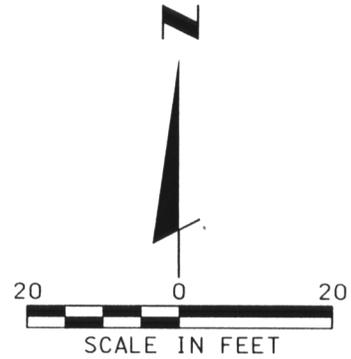
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JUL 26 2004  
PDS  
ALTAMONTE SVC. CTR.

# SKETCH OF DESCRIPTION

EASEMENT AREA  
SOVEREIGN LANDS  
HOWELL CREEK

NOT A FIELD SURVEY

SECTION 28, TOWNSHIP 21 SOUTH  
RANGE 30 EAST  
SEMINOLE COUNTY, FLORIDA



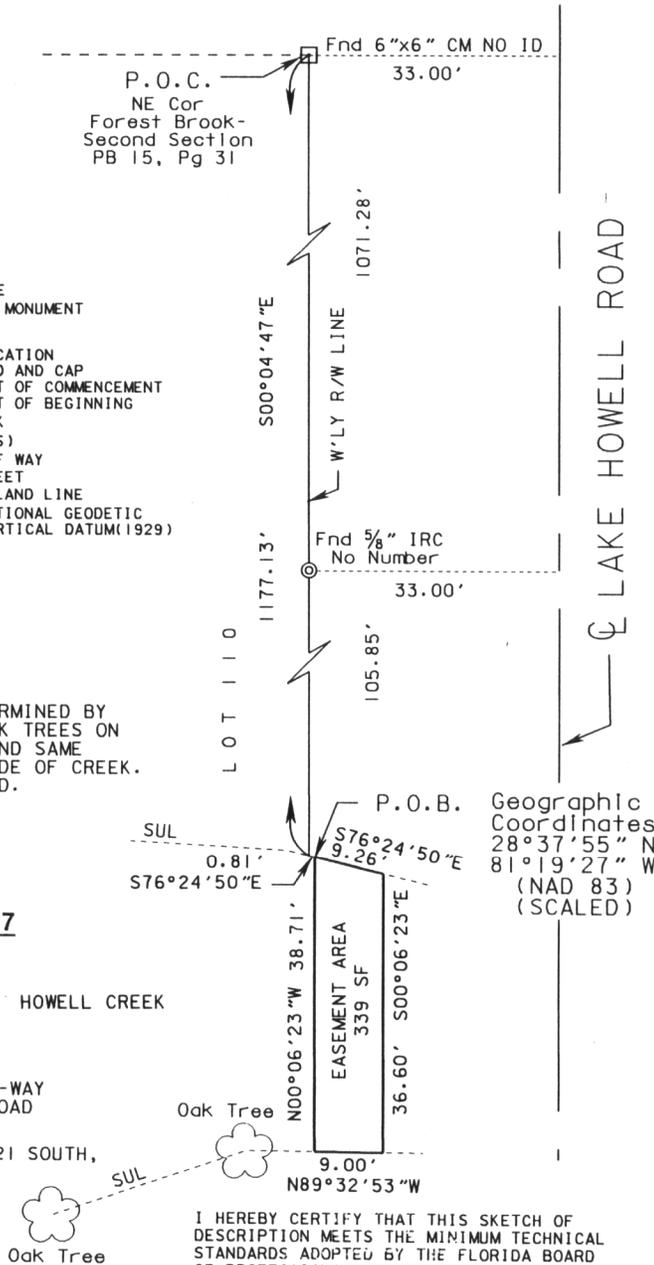
- LEGEND**
- CL-CENTERLINE
  - CM-CONCRETE MONUMENT
  - COR-CORNER
  - FND-FOUND
  - ID-IDENTIFICATION
  - IRC-IRON ROD AND CAP
  - P.O.C.-POINT OF COMMENCEMENT
  - P.O.B.-POINT OF BEGINNING
  - PB-PLAT BOOK
  - PG(S)-PAGE(S)
  - R/W-RIGHT OF WAY
  - SF-SQUARE FEET
  - SUL-SAFE UPLAND LINE
  - N.G.V.D.-NATIONAL GEODETIC VERTICAL DATUM(1929)

**NOTE:**  
SAFE UPLAND LINE DETERMINED BY  
LOCATION OF MATURE OAK TREES ON  
SOUTH SIDE OF CREEK AND SAME  
ELEVATION ON NORTH SIDE OF CREEK.  
ELEVATION 59.9 N.G.V.D.

**Attachment A**  
**Page 7 of 8 Pages**  
**Easement No. 40417**

BEARINGS BASED ON:  
THE WESTERLY RIGHT-OF-WAY  
LINE OF LAKE HOWELL ROAD  
BEARING S00°04'47"E.

SECTION 28, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST



I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR AND MAPPERS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

*Glenn D. Bryan*  
Glenn D. Bryan PSM  
Professional Surveyor and Mapper  
Florida Certificate No. 3700

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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REVISED: 7/23/04  
Date: 6/17/04  
Scale: 1" = 20'  
Job No.: 071240/10  
F.B.: N/A  
Drawn By: HHH  
Ckd. By: GDB  
Sheet 1 of 2



482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

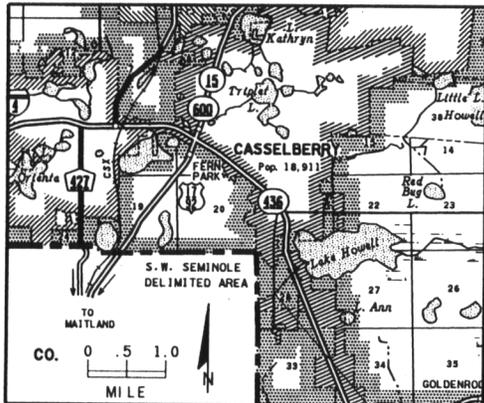
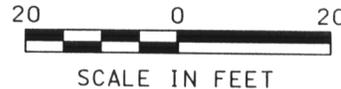
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**SKETCH OF DESCRIPTION**

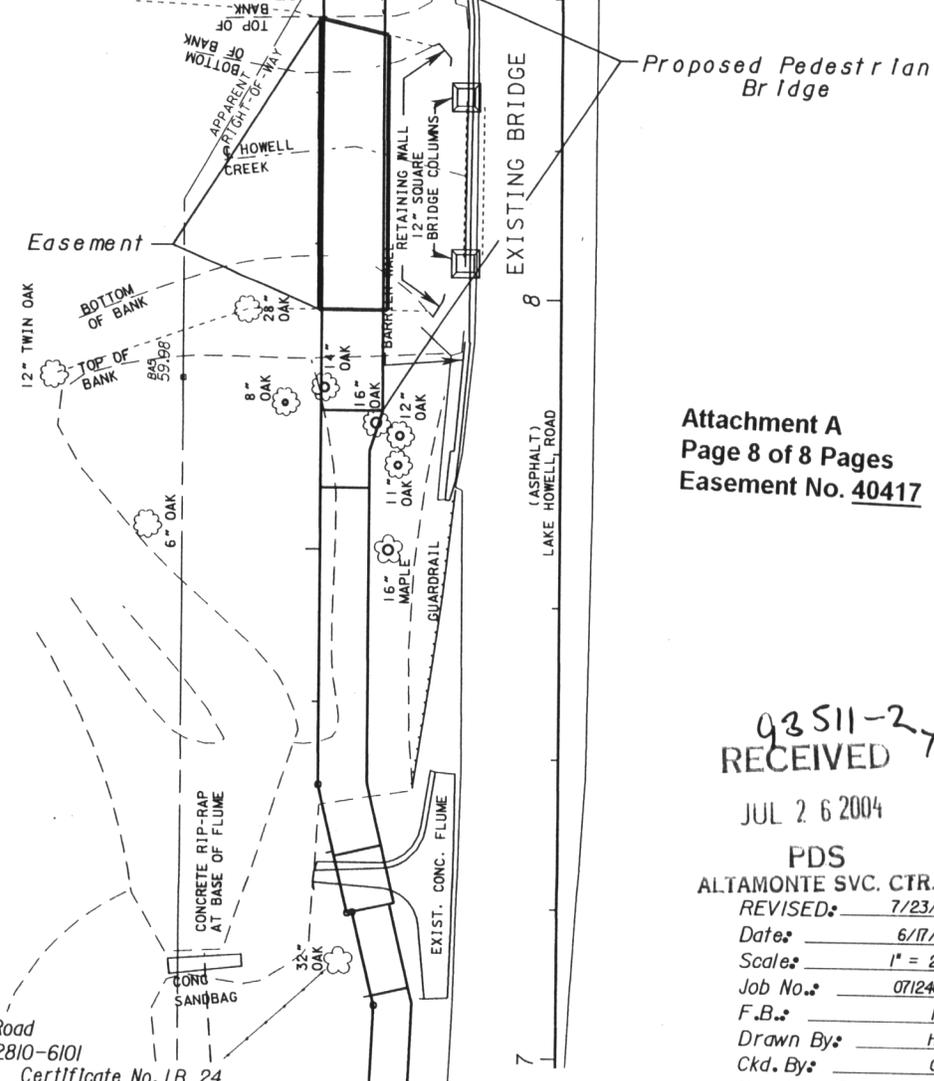
EASEMENT AREA  
SOVEREIGN LANDS  
HOWELL CREEK

NOT A FIELD SURVEY

SECTION 28, TOWNSHIP 21 SOUTH  
RANGE 30 EAST  
SEMINOLE COUNTY, FLORIDA



LOCATION OF PROJECT



Attachment A  
Page 8 of 8 Pages  
Easement No. 40417

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JUL 26 2004

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Date: 6/17/04  
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Job No.: 071240JO  
F.B.: N/A  
Drawn By: HHH  
Ckd. By: GDB  
Sheet 2 of 2

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482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24