

RESOLUTION 15-82

BE IT RESOLVED that the Mayor and other appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Sovereignty Submerged Lands Easement between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, relating to **the use of state lands for a Calypso Tower beach outfall structure and swale**, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.


THIS RESOLUTION shall be effective immediately upon passage.


PASSED in regular session this 9th day of April, 2015.

CITY OF PANAMA CITY BEACH

By: 
Gayle E. Oberst, Mayor

ATTEST:



Holly White, City Clerk

Jo Smith, Deputy City Clerk

This Instrument Prepared By:
Tiana 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

BOT FILE NO. 030238701
EASEMENT NO. 41758
PA NO. 0322153-001-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 Panama City Beach, 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 20,
Township 03 South, Range 16 West, in Gulf of Mexico,
Bay County, as is more particularly described
and shown on Attachment A, dated February 5, 2015.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from March 2, 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 a beach outfall structure and swale and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0322153-001-JC, dated March 23, 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. 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 Panama City Beach, Florida
Attention: Mr. Mario Gisbert, City Manager
110 South Arnold Road
Panama City Beach, Florida 32413

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. 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.

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 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.

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.

18. ACCRETION INTEREST: In further consideration of the issuance of this easement by the Grantor, Grantee consents to the construction and maintenance of the structures authorized hereunder and expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.

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

"LESSOR"

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 SUBJECT TO PROPER EXECUTION:

[Signature] 3/31/15
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Panama City Beach, Florida (SEAL)

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Gayle Oberst

Typed/Printed Name of Executing Authority

Original Signature

Mayor

Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Gayle Oberst as Mayor, for and on behalf of City of Panama City Beach, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

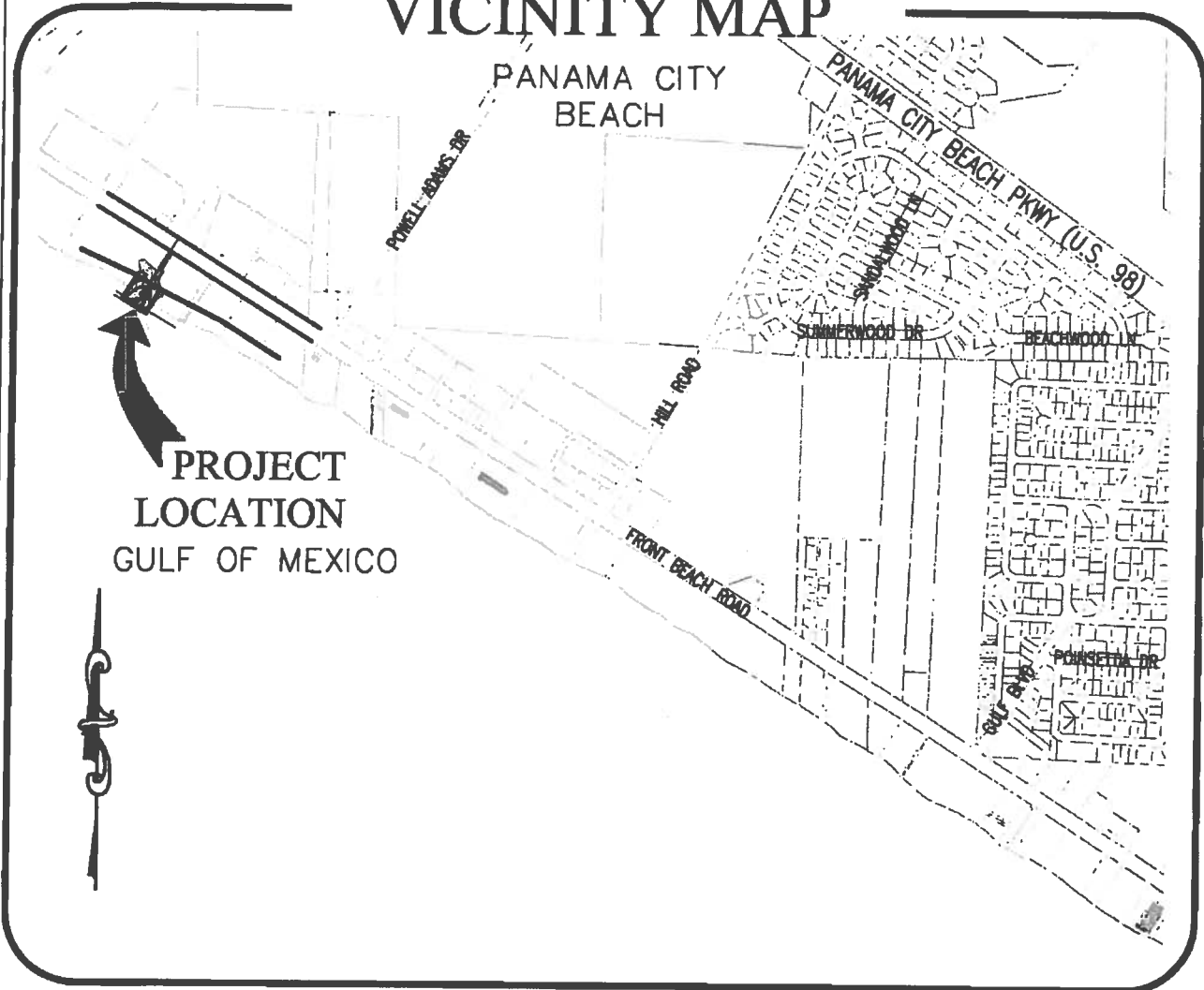
Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

VICINITY MAP



GRAPHIC SCALE



(IN FEET)

1 inch = 1000 ft.

RECEIVED

FEB 12 2015

INDEX OF SHEETS:

- S1. VICINITY MAP. (1"=1,000')
- S2. OVERALL SITE, LEGEND. (1"=100')
- S3. SITE DETAILS, SURVEY NOTES. (1"=50')
- S4. DESCRIPTION.

DIVISION OF WATER
RESOURCE MANAGEMENT

NOT A FIELD SURVEY

THIS IS A PUBLIC RECORD AND THE ORIGINAL SHOULD BE KEPT IN A SECURE LOCATION. THIS COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION OF THE ORIGINAL SURVEYOR IS PROHIBITED.

[Signature] 2/05/2015
REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 LICENSE NO. 12345

PREBLE-RISH, INC.
 CONSULTING ENGINEERS
 CIVIL • SURVEYING • SITE PLANNING

DESCRIPTION SKETCH

PUBLIC EASEMENT
 CALYPSO TOWERS OUTFALL
 IN SECTION 28, TOWNSHIP 3 SOUTH,
 RANGE 16 WEST, BAY COUNTY, FLORIDA.

DATE: 2/05/15	PROJECT NO. 208.080
SCALE: 1"=1,000'	SHEET
DRAWN: RSR	S1
CHECKED: GJB	

RECEIVED

FEB 12 2015

DIVISION OF WATER
RESOURCE MANAGEMENT

INDEX OF SHEETS:

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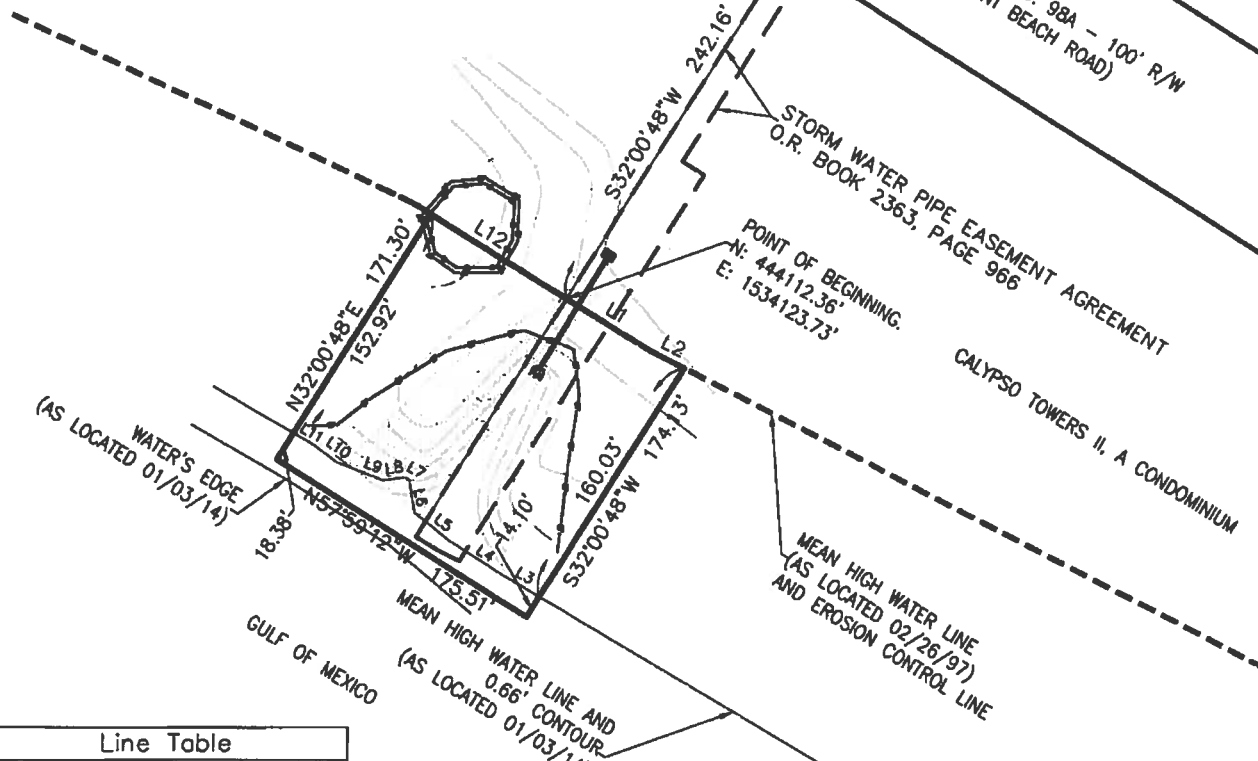
POINT OF COMMENCEMENT:
THE SOUTHWESTERLY CORNER OF LOT 12,
F.A. BLACK'S ORIGINAL PLAT, PLAT BOOK 2,
PAGE 36, BAY COUNTY, FLORIDA.

U.S. HIGHWAY NO. 98A - 100' R/W
(FRONT BEACH ROAD)

STORM WATER PIPE EASEMENT AGREEMENT
O.R. BOOK 2363, PAGE 966

CALYPSO TOWERS II, A CONDOMINIUM

POINT OF BEGINNING:
N: 444112.36'
E: 1534123.73'



Line Table		
Line #	Bearing	Length
L1	S58°18'47"E	58.42
L2	S62°54'43"E	22.71
L3	N59°31'16"W	26.36
L4	N57°16'59"W	36.70
L5	N51°49'42"W	26.32
L6	N9°31'57"W	19.58
L7	N58°03'45"W	2.94
L8	S82°51'42"W	13.27
L9	N68°33'44"W	29.29
L10	N54°11'39"W	19.58
L11	N60°16'37"W	11.76
L12	S58°18'47"E	94.48

LEGEND:

- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- No. = NUMBER
- # = NUMBER
- L.B. = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- NAD = NORTH AMERICAN DATUM
- NAVD = NORTH AMERICAN VERTICAL DATUM
- L1=L12 = LINE TAG (SEE LINE TABLE)
- 10 = PROPOSED CONTOUR ELEVATION AT 1' INTERVALS

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

NOT A FIELD SURVEY

UNLESS IT SHOWS THE SURVEYOR AND THE MAPPING ENGINEER'S SEAL OF A LICENSED SURVEYOR AND MAPPING ENGINEER, THIS DRAWING IS NOT VALID FOR ANY PURPOSES. THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT VALID.

2/10/2015

PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL • SURVEYING • SITE PLANNING

DESCRIPTION SKETCH

PUBLIC EASEMENT
CALYPSO TOWERS OUTFALL
IN SECTION 28, TOWNSHIP 3 SOUTH
RANGE 16 WEST, BAY COUNTY, FLORIDA

DATE: 2/10/15	PROJECT NO. 208 080
SCALE: 1"=100'	SHEET: 52
DRAWN: [Signature]	CHECKED: [Signature]

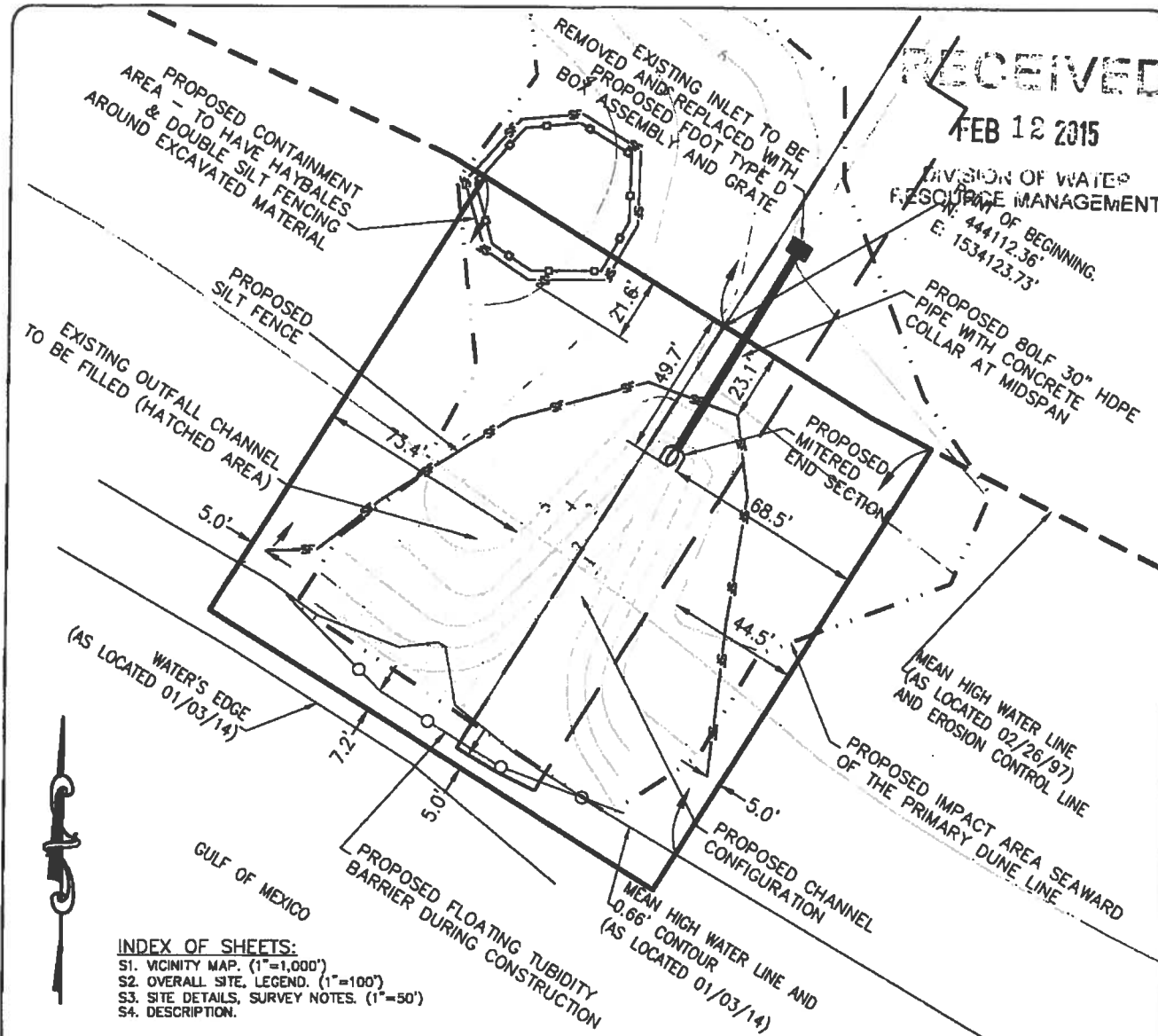
RECEIVED

FEB 12 2015

DIVISION OF WATER RESOURCE MANAGEMENT

POINT OF BEGINNING
N: 444112.36'
E: 1534123.73'

PROPOSED 80LF 30" HDPE PIPE WITH CONCRETE COLLAR AT MIDSPAN



INDEX OF SHEETS:

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SURVEYOR'S NOTES:

- THIS SKETCH IS REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET.
- VERTICAL DATUM SHOWN HEREON IS REFERENCED TO NAVD 1988.
- THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SKETCH AND DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO RULES 5J-17.050 THROUGH 5J-17.052 FLORIDA ADMINISTRATIVE CODE.
- SOURCE OF INFORMATION: SOURCE BENCHMARK FROM F.D.E.P. LAND BOUNDARY INFORMATION SYSTEM INTERNET WEB SITE (WWW.LABINS.ORG); PREVIOUS FIELD SURVEY BY PREBLE-RISH, INC.; CONTOURS SHOWN HEREON ARE PROPOSED.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
- THE APPROXIMATE MEAN HIGH WATER LINE ELEVATION, AS SHOWN HEREON, WAS DETERMINED FROM THE F.D.E.P. LAND BOUNDARY INFORMATION SYSTEM INTERNET WEB SITE (WWW.LABINS.ORG). ELEVATION = 0.88' (NORTH AMERICAN VERTICAL DATUM 1988), AND LOCATED ON JANUARY 3, 2015. THE APPROXIMATE MEAN HIGH WATER LINE IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.
- THIS IS NOT A FIELD SURVEY.

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

NOT A FIELD SURVEY

UNLESS IT BEGINS WITH "PROPOSED" AND THE ORIGINAL BASED ON THE DATA PROVIDED TO THE SURVEYOR AND MAPPER, THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES.

DATE: 2/03/15
 PROJECT NO: 208080
 DRAWN BY: PCR
 CHECKED BY: PCR

PREBLE-RISH, INC.
 CONSULTING ENGINEERS
 CIVIL • SURVEYING • SITE PLANNING

DESCRIPTION SKETCH

PUBLIC EASEMENT
 CALYPSO TOWERS OUTFALL
 IN SECTION 28, TOWNSHIP 3 SOUTH,
 RANGE 16 WEST, BAY COUNTY, FLORIDA.

DATE: 2/03/15	PROJECT NO: 208080
SCALE: 1"=50'	SHEET: S3
DRAWN BY: PCR	CHECKED BY: PCR

DESCRIPTION: PUBLIC EASEMENT

A SUBMERGED PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY FLORIDA, WITHIN THE WATER'S OF THE GULF OF MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 12, F.A. BLACK'S ORIGINAL PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98A (FRONT BEACH ROAD), AND PROCEED SOUTH 32 DEGREES 00 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 100.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 98A; THENCE CONTINUE SOUTH 32 DEGREES 00 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 242.16 FEET TO A POINT ON THE BAY COUNTY EROSION CONTROL LINE (MEAN HIGH WATER LINE AS LOCATED ON FEBRUARY 26, 1997) AND THE POINT OF BEGINNING; THENCE PROCEED ALONG SAID EROSION CONTROL LINE SOUTH 58 DEGREES 18 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 58.42 FEET; THENCE CONTINUE ALONG SAID EROSION CONTROL LINE SOUTH 62 DEGREES 54 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 22.71 FEET; THENCE LEAVING SAID EROSION CONTROL LINE, PROCEED SOUTH 32 DEGREES 00 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 160.03 FEET TO THE EXISTING MEAN HIGH WATER LINE AND 0.66' CONTOUR (AS LOCATED JANUARY 3, 2014); THENCE CONTINUE SOUTH 32 DEGREES 00 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 14.10 FEET; THENCE NORTH 57 DEGREES 59 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 175.51 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 18.38 FEET TO THE AFORESAID EXISTING MEAN HIGH WATER LINE; THENCE CONTINUE NORTH 32 DEGREES 00 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 152.92 FEET TO THE AFORESAID EROSION CONTROL LINE; THENCE SOUTH 58 DEGREES 18 MINUTES 47 SECONDS EAST, ALONG SAID EROSION CONTROL LINE, FOR A DISTANCE OF 94.48 FEET TO THE POINT OF BEGINNING.
CONTAINING 30,174 SQUARE FEET OR 0.693 ACRES, MORE OR LESS.

RECEIVED

FEB 12 2015

DIVISION OF WATER
RESOURCE MANAGEMENT

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- S4. DESCRIPTION.

****NOT A FIELD SURVEY****

UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE THE ORIGINAL BASED UPON THE ORIGINAL RECORDS AND COPIES. THIS SURVEY WAS MADE BY THE SURVEYOR'S OFFICE. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE ORIGINAL RECORDS.

[Signature] 2/05/2015

PREBLE-RISH, INC.
REGISTERED PROFESSIONAL SURVEYOR
FLORIDA LICENSE NO. 12417

PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL • SURVEYING • SITE PLANNING

DESCRIPTION SKETCH:

PUBLIC EASEMENT
CALYPSO TOWERS OUTFALL
IN SECTION 28, TOWNSHIP 3 SOUTH,
RANGE 16 WEST, BAY COUNTY, FLORIDA

DATE 2/05/15	PROJECT NO. 208.080
SCALE N.A.	SHEET S4
DRAWN M.P.C.	CHECKED D.R.