

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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Meeting Date: September 12, 2006      ☒ Consent      ☐ Regular  
    ☐ Ordinance      ☐ Public Hearing

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Department: Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to adopt: a Resolution providing for the purchase of a Waterfront Preservation Easement and Declaration of Restrictive Covenants for the Boynton Beach CRA Marina.

**Summary:** The Boynton Beach CRA, as part of their Waterfront Preservation Program, purchased the Two Georges Marina (a/k/a Boynton Marina) in March of 2006 for \$4,775,000 in an effort to avoid loss of the existing restaurant and marina to residential development. The Marina consists of a total of 1.45 acres of upland and submerged land containing a two-story marina office, restrooms, dive shop, classroom, 24 boat slips and 42 parking spaces. The CRA requested \$2 million in funding assistance for this project which was allocated by the Board in November 2005. This Easement requires that the Marina property and all improvements be used for public marina purposes, subject to the rights of Two Georges Restaurant to use 19 parking spaces for their valet operations. The public will have the right of access to the Marina and all improvements. The CRA must make available 8 boat slips for Charter/Commercial Boat operators, and the remaining 16 slips for lease to the general public at no more than market rate. The Marina property may not be transferred to a non-governmental entity without the consent of the County. Upon approval of this Resolution and Staff obtaining a title policy evidencing satisfactory title, the County and property owner will simply exchange the Easement for payment of \$2 million. (PREM) District 7 (HJF)

**Background and Justification:** In November of 2004, the voters approved a \$50 million bond issue to preserve, protect and expand public access to and use of freshwater and saltwater bodies of water and to preserve working waterfronts. On March 1, 2005, the Board directed that \$35 million of the bond issue be allocated to Marinas, Boatyards and Redevelopment Projects. On November 22, 2005, the Board reviewed the potential projects identified by Staff and allocated \$2 million to this project. The Boynton Beach CRA intends to use the money received from this transaction to help fund other acquisitions in the Boynton Marina redevelopment area.

The Boynton Beach CRA obtained appraisals of the Marina at the time of its acquisition, which valued the property at \$4,775,000. No additional appraisals were obtained as this is merely a funding arrangement with the CRA and the County is funding less than half of the CRA's purchase price.

CONTINUED ON PAGE 3

**Attachments:**

1. Location Map
2. Resolution
3. Budget Availability Statement

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Recommended By: <u>                    Anthony Wolf                    </u> <div style="text-align: center;">Department Director</div>	<u>8/28/06</u> Date
Approved By: <u>                    [Signature]                    </u> <div style="text-align: center;">County Administrator</div>	<u>9/11/06</u> Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
<b>Capital Expenditures</b>					
<b>Operating Costs</b>		<u>2,007,575</u>			
<b>External Revenues</b>					
<b>Program Income (County)</b>					
<b>In-Kind Match (County)</b>					
<b>NET FISCAL IMPACT</b>		<u>2,007,575</u>			
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

**Is Item Included in Current Budget:** Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund 3038 Dept 581 Unit P608 Object 8101 <sup>2M</sup>  
0001 410 4240 3401 (title insur only)

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funding for this project will be provided as follows: \$2 million from the \$50 million Waterfront Preservation Bond Issue.

Cost for title insurance estimated at **7.575.**

**Included in FY 2007 Proposed Budget.**

**C. Departmental Fiscal Review:**

### III. REVIEW COMMENTS

A. **OFMB Fiscal and/or Contract Development Comments:** Transaction will not be processed until after October 1, 2006.

until after October 1, 2006.

*ImDul 7 8 06*  
*8/31/06 pm 3 306*  
OFMB *mg*

*9/11/06*  
*ImDul 7 8 06*  
Contract Development and Control

### B. Legal Sufficiency:

*A. Jal* 9/11/06  
Assistant County Attorney

**C. Other Department Review:**

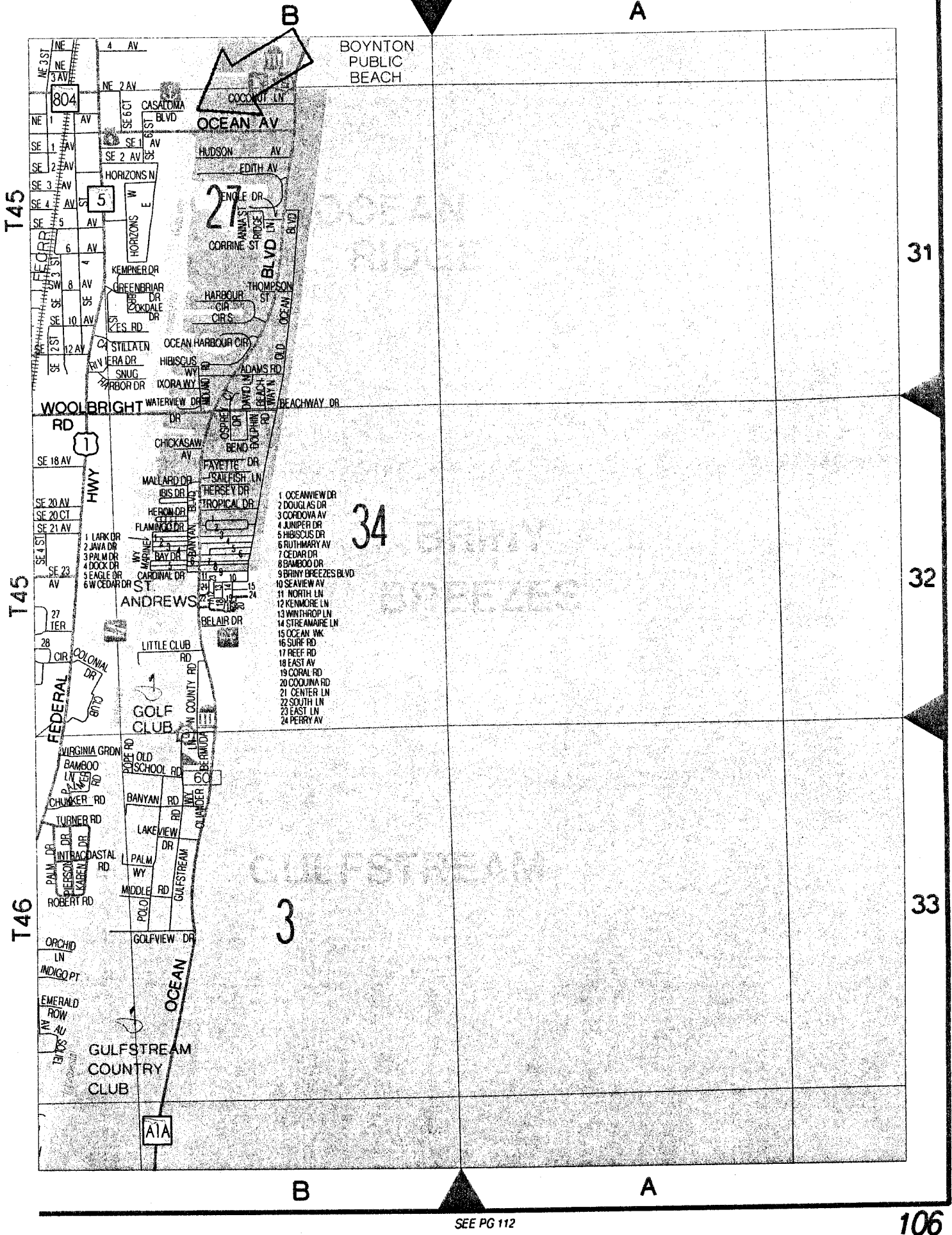
**Department Director**

**This summary is not to be used as a basis for payment.**

**Background and Justification continued:**

The Two Georges Restaurant and Marina has operated in this location for over 20 years. The Marina is home to a drift fishing boat, several dive boats and charter boats. With the adjacent Banana Boat Restaurant, this a thriving waterfront destination. Over the years, the City of Boynton Beach has made numerous attempts at redeveloping its waterfront/marina area, with limited success. Recently, the City/CRA has made significant progress in adopting a Master Plan, acquiring land and facilitating redevelopment consistent with that plan. WCI is completing a large condominium project surrounding Two Georges Restaurant and the Marina. As part of the Marina acquisition, the CRA granted Two Georges an easement to use 19 of the Marina parking spaces for restaurant valet operations. This shared parking arrangement works well. In addition, the CRA obtained 75 additional public parking spaces in a garage constructed by WCI. This additional public parking is a key element of the CRA's program to increase public access to and utilization of the water front area. The acquisition of the Marina and working out the shared parking arrangement with Two Georges prevented WCI from acquiring the Restaurant and Marina property. This was a strategic move which should ensure that the waterfront area and Restaurants in particular remain in existence.

The CRA is negotiating to acquire 2 additional parcels adjacent to the Restaurant/Marina. One parcel is used as a fuel dock providing an important amenity to the boating public. The offering price is roughly \$500,000 and the CRA has requested funding assistance for this acquisition. While preservation of the fuel dock would benefit the boating public, Staff has informed the CRA that all bond funding is currently committed to other projects.



**RESOLUTION NO.**

**A RESOLUTION PROVIDING FOR THE PURCHASE OF A WATERFRONT PRESERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS FOR BOYNTON BEACH CRA MARINA IN ORDER TO PRESERVE, PROTECT AND EXPAND PUBLIC ACCESS AND USE OF SALTWATER BODIES OF WATER; FINDING A PARAMOUNT PUBLIC PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Constitution, applicable laws of the State of Florida and the Charter of Palm Beach County, Florida (the "Charter"), authorize and empower the Board of County Commissioners (the "Board") of Palm Beach County, Florida (the "County"); to adopt this Resolution; and

**WHEREAS**, the Board has determined that it is in the best interest of the County to acquire real property or interests therein that preserve, protect or expand public access to and use of freshwater and saltwater bodies of water, to construct capital improvements that facilitate public access to and use of such bodies of water including, but not limited to, boat ramps, public parking and governmentally approved waterway dredging, and to acquire real property or interests therein that preserve working waterfront areas (the "Projects") in order to maintain and improve the quality of life of residents of and visitors to the County, to preserve the marine industry in the County, to maintain the present intensity of development of the working waterfront and to enhance tourism in the County; and

**WHEREAS**, the Board has determined that is in the best interest of the County to issue its General Obligations Bonds (the "Bonds") in the aggregate principal amount not to exceed fifty Million Dollars (\$50,000,000) in order to pay for the costs of such Projects, including all costs incidental thereto and to pay the costs of issuing bonds, as hereinafter provided; and

**WHEREAS**, the Board desires to consummate one of the Projects by acquiring a Waterfront Preservation Easement and Declaration of Restrictive Covenants for Boynton Beach CRA Marina.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

Section 1. The Board hereby finds and determines that the recitals set forth herein are true and correct and adopts the same as its findings and determinations.

Section 2. The Board hereby finds that the purchase of the Waterfront Preservation Easement and Declaration of Restrictive Covenants for Boynton Beach CRA Marina in the form attached as Exhibit "A" to this Resolution (the "Easement"), will serve valid paramount public purposes by preserving the public's right of access to and use of certain amenities of the Boynton Beach CRA Marina located in Boynton Beach, Florida and the Board hereby authorizes the purchase of the Easement for Two Million Dollars (\$2,000,000), subject to obtaining title insurance in favor of Palm Beach County in the amount of the purchase price satisfactory to the County Attorney's Office.

Section 3. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

Section 4. All resolutions in conflict or inconsistent herewith are repealed to the extent of such conflict or inconsistency.

Section 5. This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the Motion passes as follows:

COMMISSIONER TONY MASILOTTI, CHAIRMAN

COMMISSIONER ADDIE L. GREENE, VICE CHAIRPERSON

COMMISSIONER KAREN T. MARCUS

COMMISSIONER JEFF KOONS

COMMISSIONER WARREN H. NEWELL

COMMISSIONER MARY MCCARTY

COMMISSIONER BURT AARONSON

The Chair thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2006.


PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Department Director

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Parcels of land lying in Section 27, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida, said land being and lying in the Plat of Casa Loma as recorded in Plat Book 11, Page 3 of the Public Records of Palm Beach County, Florida, said land being more particularly described as follows:

**Parcel 1**

That portion of the West 34 feet of Lot 4 and all of Lots 5 through 12, inclusive, lying North and West of the Concrete Seawall shown on Boundary and Location Survey prepared by Sun-Tech Engineering, Inc., Job No. 05-2925 dated April 18, 2005 and signed by Mark A. Higgins, PSM No. 4439.

**Together With:**

The submerged lands of that portion of the West 34 feet of Lot 4 and all of Lots 5 through 12, inclusive, lying South and East of the Concrete Seawall shown on Boundary and Location Survey prepared by Sun-Tech Engineering, Inc. Job No. 05-2925, Dated April 18, 2005 and signed by Mark A. Higgins, PSM No. 4439.

Less except therefrom a portion of Lots 10, 11 and 12 described as follows: Beginning at the Southwest corner of said Lot 12; thence North 89°57'20" East, along the South line of said Lots 10, 11 and 12, a distance of 115.13 feet; thence North 0°02'40" West, a distance of 69.44 feet to a point on a line 69.44 feet North of and parallel to the South line of said Lots 10, 11 and 12; thence South 8°9'57'20" West along said parallel line, a distance of 117.46 feet to a point on the West line of said Lot 12; thence South 1°58'03" East along said West line, a distance of 69.48 feet to the point of beginning.

**Parcel 2**

The South one-half (S.1/2) of a 55.00 foot abandoned Right-of-Way of Casa Loma Boulevard, lying North and adjacent to the West 34 feet of Lot 4 and all of Lots 5 through 12, inclusive, as shown on the plat of Casa Loma, recorded in Plat Book 11, Page 3, Public Records of Palm Beach County, Florida.



**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**The East 16 feet of lot 4 and all of lots 1 through 3, as shown on the Plat of Casa Loma, Recorded in Plat Book 11, Page 3, Public Records of Palm Beach County, Florida.**

Prepared by:  
Howard J. Falcon, III  
Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791

Return To:  
David Douglas  
Palm Beach County  
Property & Real Estate Management Division  
3200 Belvedere Road, Building 1169  
West Palm Beach, Florida 33406-1544

Property Control Number: 08-43-52-03-0000-0071

## **WATERFRONT PRESERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

### **FOR BOYNTON BEACH CRA MARINA**

**THIS IS A WATERFRONT PRESERVATION EASEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS FOR BOYNTON  
BEACH CRA MARINA** made \_\_\_\_\_, granted by the  
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY  
("Grantor"), a public agency created pursuant to Chapter 163, Part III Florida  
Statutes, with an address of 639 Ocean Avenue, Suite 103, Boynton Beach,  
Florida 33435 in favor of PALM BEACH COUNTY, a political subdivision of the  
State of Florida, with an address of Governmental Center, 301 N. Olive Avenue,  
West Palm Beach, Florida 33401 ("County").

### **WITNESSETH**

**WHEREAS**, the Board of County Commissioners of Palm Beach County,  
Florida (the "Board") has determined that it is in the best interest of the County to  
acquire real property or interests therein that preserve, protect or expand public  
access to and use of freshwater and saltwater bodies of water, to construct capital  
improvements that facilitate public access to and use of such bodies of water  
including, but not limited to, boat ramps, public parking and governmentally  
approved waterway dredging, and to acquire real property or interests therein that  
preserve working waterfront areas (the "Projects") in order to maintain and  
improve the quality of life of residents of and visitors to the County, to preserve  
the marine industry in the County, to maintain the present intensity of  
development of the working waterfront and to enhance tourism in the County; and

**WHEREAS**, the Board has determined that the Projects will serve valid paramount public purposes; and

**WHEREAS**, Grantor is the owner of the Property, as hereinafter defined, including the Submerged Land, if any, as hereinafter defined, and the buildings and other assets and improvements located thereon in Boynton Beach, Florida, known as Boynton Beach CRA Marina; and

**WHEREAS**, Grantor has agreed to grant an easement to County and impose certain easements, covenants and restrictions upon the Boynton Beach CRA Marina, as hereinafter set forth for the preservation of certain existing uses and amenities and public use of and access thereto; and

**WHEREAS**, Grantor has agreed to declare that the Property as hereinafter defined, shall be held, transferred, sold, conveyed and occupied subject to the easements, conditions, covenants, restrictions and reservations, hereinafter set forth.

**NOW THEREFORE**, for good and valuable consideration paid to Grantor by County, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement in, on, through, and across the Property, as hereinafter defined, and for parking incident to such uses as are established by Grantor and located upon the Property, as hereinafter defined, together with ingress and egress thereto, for use by the public subject to the terms of this Easement. Grantor further hereby declares that the Property, as hereinafter defined, shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions and reservations hereinafter set forth.

## **ARTICLE I** **DEFINITIONS**

1.1 "County" means Palm Beach County, Florida, a political subdivision of the State of Florida.

1.2 "Easement" shall mean and refer to this document entitled "Waterfront Preservation Easement and Declaration of Restrictive Covenants for Boynton Beach CRA Marina".

1.3 "Grantor" shall mean and refer to the Boynton Beach Community Redevelopment Agency, and its successors or assigns.

1.4 Marina shall mean the marina, Structure(s), docks, boat slips and parking located within the Property.

1.5 "Property" means the real property described on Exhibit "A" attached hereto.

1.6 "Restaurant Parcel" shall mean the property which is legally described on Exhibit "B" attached hereto and incorporated herein by reference and upon which a restaurant known as The Two Georges Restaurant is currently being operated.

1.7 "Structures(s)" shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof."

## **ARTICLE II**

### **RESTRICTIONS APPLICABLE TO**

### **PROPERTY AND STRUCTURES**

There is an existing two-story Structure located on the Property. This Structure is used for the marina related uses including, without limitation, a marina office, public restrooms, dive shop and classroom. Use of such Structure, and the Property generally and all Structures located thereon hereafter, is hereby restricted to public marina related uses. No use other than public marina related uses shall be allowed on the Property.

## **ARTICLE III**

### **PUBLIC ACCESS TO MARINA**

There is currently a Marina with docks and twenty-four (24) boat slips at the Property. Grantor hereby grants to County, on behalf of the general public, the right of access to and use of the Marina. Grantor reserves the right to establish all rules and terms or conditions of operation of the Marina, but when open during normal hours of operation, the Marina shall be open to the public and the public shall have access thereto. Grantor may restrict access to the Marina after normal business hours for security reasons. Nothing contained in this Easement shall prohibit Grantor from implementing reasonable security measures to monitor and regulate (but not prohibit or unreasonably restrict) public access to the Marina during normal business hours.

The Grantor presently has eight (8) boat slips available, in use as Charter/Commercial Charter boat operators, and shall continue to make available a minimum of eight (8) boat slips for the purpose of Charter/Commercial operations. Charter/Commercial boat slips that are not leased within ninety (90) days of the boating season, which for the purposes hereof shall be deemed to begin October 1<sup>st</sup>

of each year, may be utilized for other public purposes by Grantor including leasing to private boat owners for the remainder of the boating season. Grantor shall exercise diligent effort at the beginning of each season to ensure it continues to make available the (8) Charter/Commercial boat slips presently occupied for continued charter commercial use. The Grantor shall make the remaining sixteen (16) boat slips available for lease to the general public, which may include boat slips leased on a transient or long term basis. In the event that more boat slips are added or constructed in the future, these additional boat slips shall also be available for lease to the general public.

The Grantor shall manage the leasing operation of the Marina and shall establish rental rates not more than market rent. However, in the event that the Grantor no longer desires to operate the Marina the Grantor must advise Palm Beach County prior to any changes in management control.

Grantor shall maintain and operate the Marina on a continuous basis subject to the right of the Grantor to temporarily close the Marina for the purpose of maintenance and/or replacement of the improvements, which constitute the Marina. Any such maintenance and/or repair shall be commenced promptly and be diligently completed.

#### **ARTICLE IV** **PARKING**

There are currently forty-two (42) parking spaces on the Property. Grantor shall maintain the existing number of parking spaces for the patrons of the Marina and other improvements on the Property and, provided the Restaurant Parcel remains in use as a public restaurant, for use by patrons of the Restaurant Parcel. Grantor hereby grants to County, on behalf of the general public, the right of access to and use of the parking at the Property. Such parking shall be available for public use at the Property in such locations and upon such terms, rates and conditions as may be established by Grantor from time to time. Parking for all uses on the Property shall be provided as required by the City of Boynton Beach, Florida.

It is understood and agreed that nothing contained in the easement granted herein shall be permitted or deemed to supersede, alter or interfere with the rights granted to DSS Properties L.C. by that certain Grant of Easement dated March 15, 2006, from the Boynton Beach Community Redevelopment Agency to DSS Properties, L.C., recorded in Official Records Book 20065, Pages 1142-1152 of the Official Records of Palm Beach County, Florida.

## **ARTICLE V**

### **FUTURE DEVELOPMENT**

Grantor agrees that no development will occur on Property other than future construction or renovation in conformance with the restrictions set forth herein. Any such future construction or renovation shall not exceed three (3) stories in height. Grantor shall not permit any development on the Property to infringe upon or intrude into the airspace above the Property. No additional development of the Property shall occur, nor shall any further improvements or alterations be made to the Property which materially alter the current Marina, or which otherwise impairs, restricts, eliminates or impacts the existing marina uses upon the Property and the access of the public thereto.

## **ARTICLE VI**

### **INSURANCE**

Grantor shall maintain insurance against loss or damage to the improvements to which the public has access pursuant to this Easement including, without limitation, the Marina by fire and the risks covered by insurance of the type now known as "fire and extended coverage," and including windstorm, in an amount at least equal to replacement cost or the maximum amount available, whichever is less, subject to deductibles as determined by Grantor. Grantor shall also maintain flood insurance coverage on the Marina under the federal flood insurance program in an amount at least equal to replacement cost or the maximum amount available, whichever is less, subject to deductibles as determined by Grantor. All insurance proceeds derived from casualty claims shall be used by Grantor to repair or replace the damaged improvements. In the event of any casualty, Grantor shall, at Grantor's expense, regardless of whether such casualty is covered by insurance or, if so, whether the proceeds of such insurance are sufficient to pay the cost of such repairs, promptly commence to repair any damage to the Marina, and thereafter diligently pursue such repair to completion using materials of like kind and quality or better.

## **ARTICLE VII**

### **ENFORCEMENT RIGHTS**

In the event of a default, breach or violation of any term, condition, covenant or restriction contained in this Easement (a "Default"), County shall be entitled to seek to enjoin the Default and seek specific performance of the terms of this Easement and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise. Each right and remedy of County provided for in this Easement shall be cumulative and shall be in addition to every other right or remedy provided for in this Easement or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the

exercise by County of any one or more of the rights or remedies provided for in this Easement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by County of any or all other rights or remedies provided for in this Easement or now or hereafter existing at law or in equity or by statute or otherwise.

## **ARTICLE VIII**

### **PROPERTY TRANSFER RESTRICTION**

Grantor agrees not to sell, assign, convey or otherwise transfer the Property to a non governmental entity without the written consent of the County. Grantor acknowledges that said written consent may be conditioned on, among other things, receipt of an Opinion of Bond Counsel to the effect that the proposed transaction (i) will not result in a prohibited use of Bond proceeds under the Resolution and the November 2, 2004, referendum authorizing the issuance of the Bonds, and (ii) will not adversely affect the exclusion of interest on the Bonds from the gross income of the holders thereof for federal income tax purposes. For purposes of this paragraph, all capitalized terms shall have the meanings ascribed to such terms in that certain resolution adopted by the County on February 7, 2006, authorizing the issuance of its \$50,000,000 General Obligation Bonds (Waterfront Access Projects), as said resolution may from time to time be amended and supplemented.

## **ARTICLE IX**

### **GENERAL AND PROCEDURAL PROVISIONS**

9.1 Declaration Runs with the Land. The covenant, reservations, restrictions and other provisions of this Easement shall run with the land and bind the Property and shall inure to the benefit of the County and shall burden Grantor, its legal representatives, heirs, successors and assigns in perpetuity.

9.2 Severability. If any term, covenant, condition, restriction or other provision of this Easement is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Easement all of which shall remain in full force and effect.

9.3 Number and Gender. Wherever in this Easement the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

9.4 Title Warranty. Grantor hereby fully warrants its title to the Property and represents that it is lawfully seized of Property in fee simple and has good right and authority to grant this Easement and that the property is free and clear of any mortgage, lien or other encumbrance which may impair the enforceability of this Easement and agrees to defend County against the claims of all persons whomsoever.

9.5 Non-Discrimination. Grantor agrees that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination at the facilities required to be operated by this Easement.

9.6 Recording. County shall have the right to record this Easement in the public records of Palm Beach County and to re-record this Easement as and when County deems necessary to ensure its continued enforceability. Any re-recording of this Easement shall automatically be deemed to relate back to the original recording date of this Easement and to have priority over instruments recorded subsequent to the original recording date of this Easement.

9.7 Recitals. The recitals contained herein are true and correct and incorporated herein by reference.

9.8 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

9.9.1 County:

Property & Real Estate Management Division  
Director  
3200 Belvedere Road  
Building 1169  
West Palm Beach, Florida 33406-1544



With a copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue  
Suite 601  
West Palm Beach, Florida 33401  
Attention: Real Estate

9.9.2

Grantor:

Boynton Beach CRA  
639 Ocean Avenue, Suite 103  
Boynton Beach, FL 33435

With a copy to:

CRA Attorney  
Kenneth G. Spillias  
Lewis, Longman & Walter, P.A.  
1700 Palm Beach Lakes Boulevard  
Suite 1000  
West Palm Beach, FL 33401

With a copy to:

City of Boynton Beach  
915 South Federal Highway  
Boynton Beach, FL 33435

With a copy to:

Boynton Beach Attorney's Office  
915 South Federal Highway  
Boynton Beach, FL 33435

Any party may from time to time change the address to which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

9.9 Governing Law/Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a

state court of competent jurisdiction in Palm Beach County, Florida.

9.10 Entire Understanding. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

9.11 Amendment. No amendment shall be effective unless the same is in writing and signed by Grantor, its successors and assigns and County. For purposes of amendment, Grantor's successors and assigns shall not include owners of residential condominiums constructed on the Property.

9.12 Time of Essence. Time is of the essence with respect to the performance of every provision of this Easement in which time of performance is a factor.

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Executed and delivered this 8 day of AUGUST, 2006.

BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY, a  
public agency created pursuant to  
Chapter 168, Part III, F.S.

[Signature]

Signature of Witness

STORMET NOREM

Print Name of Witness

[Signature]

Signature of Witness

Robert T. Reardon

Print Name of Witness

By: [Signature]  
Signature

Henderson Tillman

Print Name

Its: CHAIRMAN  
Print Title

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing was sworn to and subscribed before me this 8<sup>th</sup> day of August, 2006, by Henderson Tillman, the Boynton Beach Community Redevelopment Agency, who personally appeared before me, and he is [check one:] ☒ personally known to me OR produced the following as identification: \_\_\_\_\_.

[NOTARIAL SEAL]



**SUSAN E. HARRIS**  
Notary Public, State of Florida  
My Comm. # DD 248894  
Expires: September 23, 2007  
Bender Inman Budget Notary Services

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 9/23/07

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 09/07/06

REQUESTED BY: PREM/OFMB

PHONE#: 355-2393

FAX #: 355-2109

PROJECT TITLE: Boynton Beach Marina

PROJECT #

ORIGINAL CONTRACT/ANNUAL AMOUNT:

BCC ESOLUTION#/DATE:

CONTRACTOR/CONSULTANT: Boynton Beach CRA

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED  
BY THE CONSULTANT/CONTRACTOR:Purchase of Waterfront Preservation Easement and Declaration of Restrictive Covenants  
of the Boynton Beach Marina

AMOUNT REQUESTED ON THIS BAS:

ACQUISITION	\$2,000,000
CONSTRUCTION	
ARCHITECTURE/ENGINEER	
*STAFF COSTS	
EQUIPMENT	
OTHER	
TOTAL	\$2,000,000

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3038

Dept: 581

UNIT: P608

SUBUNIT:

OBJECT: 8101

SUBOBJ:

BAS APPROVED BY: 

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

Encumbrance: \_\_\_\_\_

**BAS APPROVAL**☒ FULLY FUNDED WITHIN <sup>PROPOSED FY07</sup>CURRENT BUDGET \_\_\_\_\_☐ FULLY FUNDED PENDING BUDGET TRANSFER \_\_\_\_\_