

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Sovereignty Submerged Lands Lease Renewal (502637596) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (LESSOR) for submerged lands at Juno Beach Park for the period April 2, 2007, through April 2, 2012.

Summary: The County owns and operates the Juno Beach Pier which was constructed over sovereign lands of the State of Florida. The Board of County Commissioners initially entered into a five year Sovereignty Submerged Lands Lease with the State for the lands under the Juno Beach Pier on October 7, 1997 (R97-1024D). The lease was renewed in 2002 for an additional five year period (R2002-0674.) The County is now renewing its lease with the State for an additional five year period.

The lease renewal allows the County to operate a public fishing pier and non-water dependent bait shop and vending area exclusively to be used for fishing and passive recreational activities only in conjunction with an upland public park without fueling facilities, without a sewage pump out facility, and without liveaboards.

The lease requires a \$525 processing fee and an annual lease fee of \$4,604.51. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011 of the Florida Administrative Code. All lease fees are budgeted by the Parks and Recreation Department under annual operating expenses for Juno Beach Park. District 1 (AH)

Background and Justification: The County owns and operates the Juno Beach Pier which was constructed over sovereign lands of the State of Florida. The lease area covers approximately 32,596 square feet of submerged lands. The Lease contains specific stipulations related to turtle nesting season which runs from March 1 through October 31. The pier shall be closed to the public from sunset through one hour before sunrise. Use of interior/exterior lighting to illuminate the surface of the water is prohibited, except as required by the U.S. Coast Guard. The lease renewal agreement requires the County to maintain information signs regarding hooking turtles, to provide medical care to injured sea turtles, and remove discarded fishing gear from the submerged lands quarterly. Palm Beach County received the final copy of Submerged Lands Lease from the State of Florida on July 23, 2007, after the expiration date and placed the lease on the first available agenda.

Attachment: Sovereignty Submerged Lands Lease Renewal No 502637596

Recommended by: 
Department Director

8/14/07
Date

Approved by: 
Assistant County Administrator

8/14/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,130</u>	<u>4,605</u>	<u>4,605</u>	<u>4,605</u>	<u>4,605</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>5,130</u>	<u>4,605</u>	<u>4,605</u>	<u>4,605</u>	<u>4,605</u>

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5111
 Object 4401 Program _____

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

Funding is currently budgeted for FY2007. Funding for future years will be budgeted through the annual budget process. *The funding is included in the FY 2008 proposed budget.*

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 8/22/07
 OFMB
 [Signature]
 v0
 8/17

[Signature] 8/23/07
 Contract Development and Control
 [Signature] 8/23/07
 This Renewal is retroactive in nature.

B. Legal Sufficiency:

Anne Delgant 8/27/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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

This Instrument Prepared By:
Kathy C. Griffin
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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT No. 502637596
PA No. 502637596

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Palm Beach County, Florida, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 21, Township 41 South, Range 43 East, in Atlantic Ocean, Palm Beach County, containing 32,596 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 2, 1997.

TO HAVE THE USE OF the hereinabove described premises from April 2, 2007, the effective date of this lease renewal, through April 2, 2012, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a public fishing pier and non-water dependent bait shop and vending area exclusively to be used for fishing and passive recreational activities only in conjunction with an upland county park, without fueling facilities, without a sewage pumpout facility, and without liveboards as defined in paragraph 28, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 502637596, dated April 2, 1997, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$4,604.51 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease renewal, and each year thereafter until the term of this lease renewal terminates or expires.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(26), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 45 days of their due dates.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease renewal and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease renewal, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease renewal which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee 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. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease renewal and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee 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 Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease renewal may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease renewal or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Palm Beach County
Attn: Director of Parks & Recreation
2700 6th Avenue
South Lake Worth, Florida 33461

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee 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 lease renewal.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor 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 Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease renewal, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in the removal of any structures and equipment constructed or maintained on state lands shall be paid by the Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

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Sovereignty Submerged Lands Lease No. 502637596

27. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

28. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

29. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

30. SPECIAL LEASE CONDITIONS:

A. The Lessee agrees to the following specific stipulations during the period of March 1 through October 31 (the turtle nesting season) of each year during the term of this lease and any renewals:

1. The pier shall be closed to the public by means of barriers until one hour before sunrise;
2. The use of the interior/exterior lighting to illuminate the surface of the water shall be prohibited, except lighting as required by the U.S. Coast Guard for navigational safety for construction or operation of the pier; and
3. No construction, operation, transportation, or storage of equipment or material shall occur on the nesting beach seaward of the crest of the dune and landward of a point located 500 feet east (waterward) of the mean high water line of the Atlantic Ocean waterway during the marine turtle nesting season. Construction activity shall only occur between sunset and sunrise, no pile driving shall occur within 100 feet of the mean high water line of the Atlantic Ocean, and any anchored vessels associated with the construction of the pier shall remain at least 500 feet east (waterward) of the mean high water line of the Atlantic Ocean and shall use the minimal illumination necessary to comply with the U.S. Coast Guard navigational and safety requirements.

B. The Lessee agrees to maintain informational displays which describe the appropriate procedures to be followed in the event of hooking or snagging a marine turtle. These displays shall be located along the main access pier, at the pier entrance, and at the adjacent dune crossover to the north of the pier.

C. The Lessee agrees to provide adequate medical care for all injured, stranded, or captured marine turtles in the following manner:

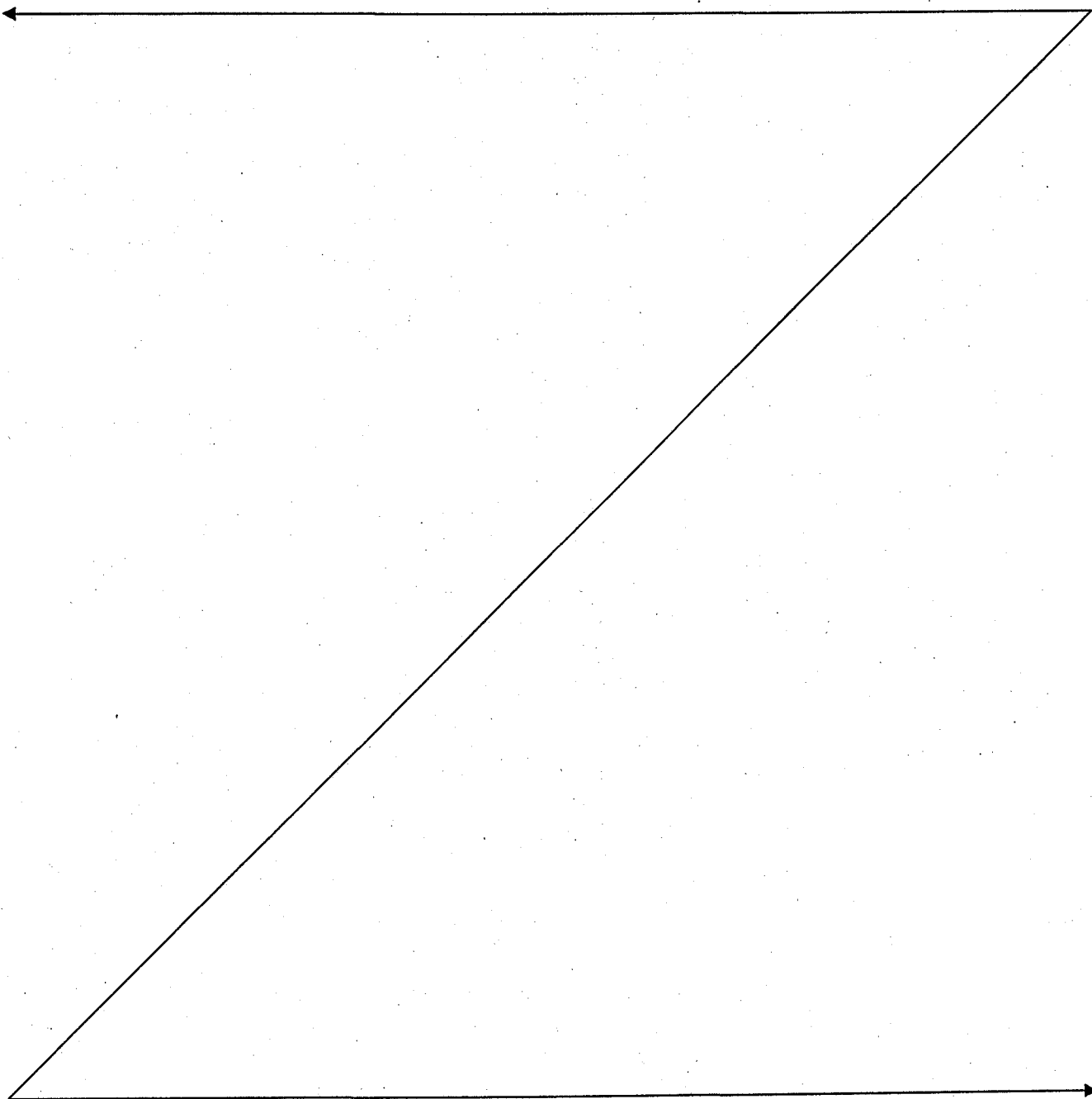
1. Contract with a Florida Fish and Wildlife Conservation Commission approved veterinarian to provide adequate medical care for injured marine turtle; and
2. Maintain sufficient holding tanks or available space at a Florida Fish and Wildlife Conservation Commission authorized captive and rehabilitation facility located near the pier and implement the approved stranding and salvage plan as required in Special Approval Condition 3 (a) of the State of Florida Department of Environmental Protection General Notice Permit No. 502637596, dated June 13, 1996.

D. The Lessee shall physically inspect the submerged portions of the pier and surrounding ocean bottom within 100 feet of the pier for discarded fishing gear on a calendar quarter basis. The Lessee shall remove and dispose of all discarded fishing gear in an appropriate upland location.

E. The Lessee shall provide an annual written report containing the results of all monitoring efforts and statistical analysis of the nesting survey data set for the initial five year following construction as required in State of Florida Department of Environmental Protection General Notice Permit No. 502637596 dated, June 13, 1996. The Lessee shall also provide an annual written report containing the results of dates and actions taken in association with all hook and line strandings from the pier, descriptive results and dates of submerged survey for discarded fishing gear, and the names of all personnel involved in marine turtle activities. All reports shall be submitted to the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330) on or before March 1 of each year during the term of this lease, beginning March 1, 2008.

F. All marine turtle monitoring surveys and stranding and salvage activities shall be conducted only by persons listed on a valid permit issued by the Florida Fish and Wildlife Conservation Commission, pursuant to Chapter 68E-1, Florida Administrative Code.

G. Any request for changes to the conditions contained in this lease must be approved by the Lessor and cannot be approved pursuant to delegations of authority from the Lessor to the State of Florida Department of Environmental Protection.



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:

Jeffery M. Gentry, Operations and Management Consultant
Manager, 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
Jeffery M. Gentry, Operations and Management Consultant Manager, 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. 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. _____

APPROVED AS TO LEGAL SUFFICIENCY

By:

WITNESSES: Co. Attorney

Palm Beach County, Florida

(SEAL)

By its Board of County Commissioners

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

BY:

Original Signature of Executing Authority

Addie Greene

Typed/Printed Name of Executing Authority

Chairperson

Title of Executing Authority

"LESSEE"

APPROVED AS TO TERMS & CONDITIONS

By:

Dennis Eshleman
Dennis Eshleman, Director, Parks & Recreation

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Addie Greene as Chairperson, for and on behalf of the Board of County Commissioners of Palm Beach County, Florida. She is
personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Signature

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

Substat



1790 000 FEET 589 R. 42 E. R. 43 E. RIVIERA BEACH 7 MI. 591 5' 592 (RIVIERA BEACH) 4937 1 SE RIVIERA BEACH 7 MI. WEST PALM BEACH 11 MI. 595 2'30" 596

Survey

NATIONAL OCEAN SERVICE
HYDROGRAPHIC SURVEY INDEX

SCALE 1:24 000

Jupiter Quad # 231 B, 1986

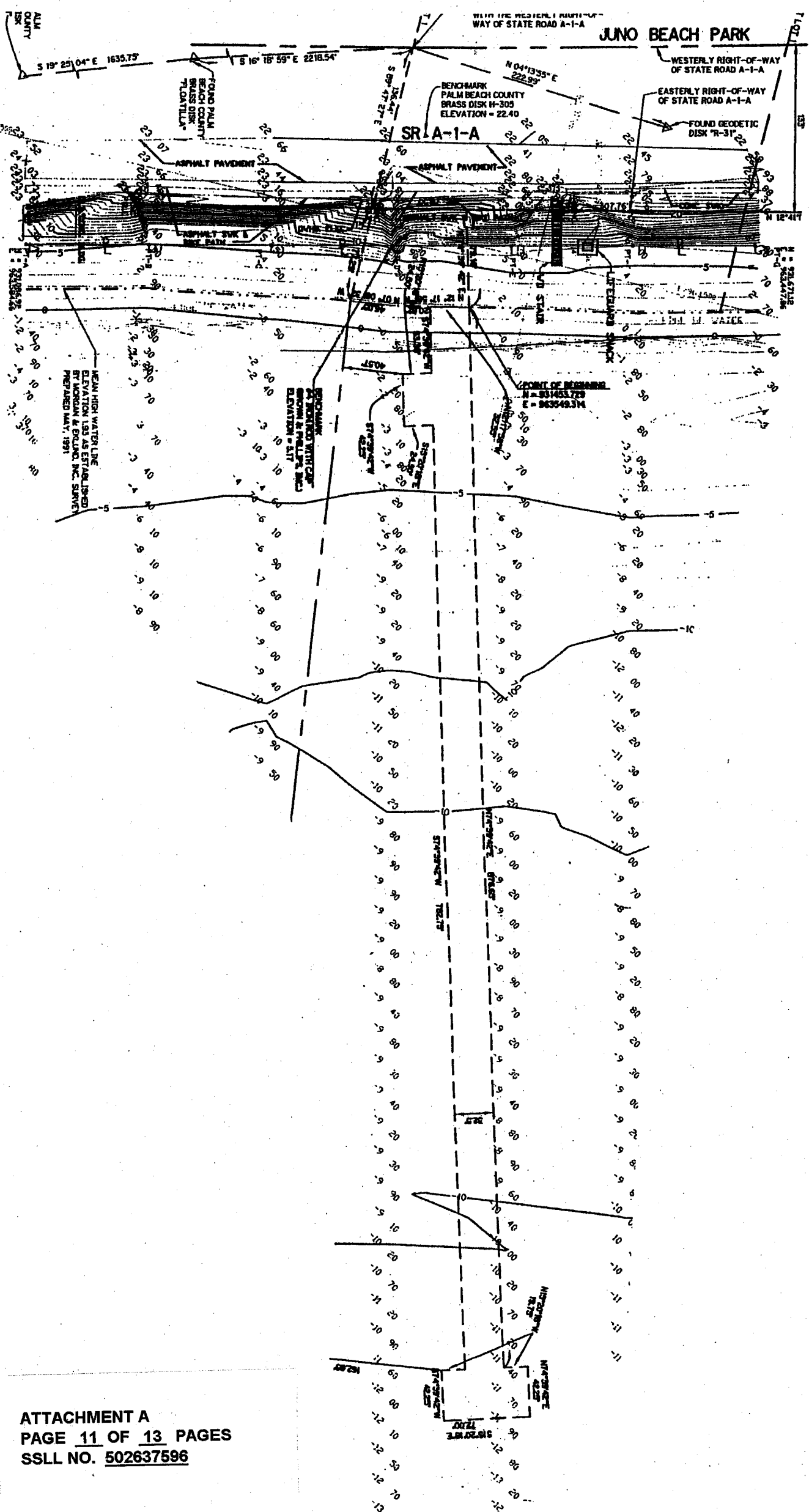
LEGAL DESCRIPTION:

E=96

A PARCEL OF LAND LYING IN THE ATLANTIC OCEAN IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, CITY OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 1 WITH THE WESTERLY RIGHT-OF-WAY OF STATE ROAD A-1-A; THENCE SOUTH 89°47'27" EAST FOR 136.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE ROAD A-1-A; THENCE NORTH 12°41'07" WEST FOR 78.53 FEET ALONG SAID LINE; THENCE NORTH 74°39'42" EAST FOR 79.16 FEET TO THE MEAN HIGH WATER LINE (ELEVATION 1.93 AS ESTABLISHED BY A MORGAN & ECKLUND, INC. SURVEY PREPARED IN MAY 1991) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 74°39'42" EAST FOR 876.65 FEET; THENCE NORTH 15°20'18" WEST FOR 19.75 FEET; THENCE NORTH 74°39'42" EAST 42.25 FEET; THENCE SOUTH 15°20'18" EAST FOR 72.00 FEET; THENCE SOUTH 74°39'42" WEST FOR 42.25 FEET; THENCE NORTH 15°20'18" WEST FOR 19.75 FEET; THENCE SOUTH 74°39'42" WEST FOR 782.75 FEET; THENCE SOUTH 15°20'18" EAST FOR 24.50 FEET; THENCE SOUTH 74°39'42" WEST FOR 42.25 FEET; THENCE NORTH 15°20'18" WEST FOR 24.50 FEET; THENCE SOUTH 74°39'42" WEST FOR 53.38 FEET, TO SAID MEAN HIGH WATER LINE; THENCE NORTH 12°17'58" WEST FOR 32.55 FEET ALONG SAID MEAN HIGH WATER LINE TO THE POINT OF BEGINNING.

CONTAINING 32.5% SQUARE FEET (0.748 ACRES) MORE OR LESS.



Attachment C.

73 MAR 23 PM 3:11
73 MAR 23 PM 3:20
73 MAR 23 PM 3:20

QUIT-CLAIM DEED

25442

RAMCO FORM 6

31200

This Quit-Claim Deed, Executed this 7th day of February, A. D. 1973, by
A. J. LAND, JR., Individually and as Trustee, joined by his wife LYNNE C. LAND
first party, to COUNTY OF PALM BEACH, a political subdivision of the State of Florida
whose postoffice address is Post Office Box 1989, West Palm Beach, Florida
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Palm Beach State of Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF

This Quit-Claim Deed is being executed, delivered and recorded to
confirm that certain Final Judgment dated February 8, 1973, relative
to Palm Beach County vs. A. J. Land, Jr., Trustee, Civil Action
No. 73 8 CA(L)01 - Stewart, in the Circuit Court of the Fifteenth
Judicial Circuit, in and for Palm Beach County, Florida.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR-873
10524
00.30

PALM BEACH COUNTY
1 2 2 9 7 5

FLORIDA
MAR-873
10524

DOCUMENTARY SUR TAX
00.55

60
30
35

To Have and to Hold the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in presence of:

[Signature]

[Signature]

A. J. Land, Jr., Individually as as Trustee

[Signature]
Lynne C. Land

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
A. J. LAND, JR., Individually and as Trustee, joined by his wife, Lynne C. Land,
to me known to be the person described in and who executed the foregoing instrument and they acknowledged
before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of
February, A. D. 1973

Notary Public
My Commission Expires:

2130 PAGE 424

2136 PAGE 1606

This instrument prepared by:

This Instrument Was Prepared By
RICHARD D. HORT
GUNSTER, YOUNG, CRIST, STEWART & HERSEY
First National Bldg. Building
Palm Beach, Florida 33480

Attachment C.

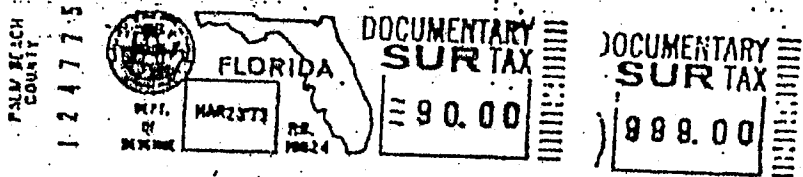
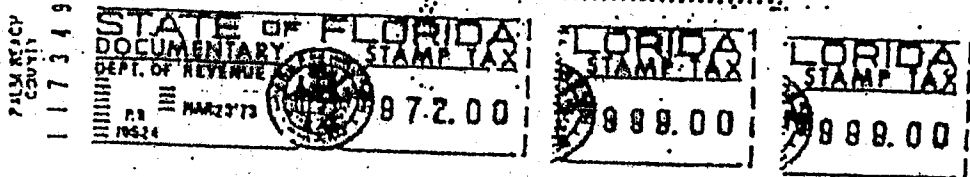
EXHIBIT "A"

The South 300 feet of Government Lot 1, lying east of the right of way of State Road 5 (U.S. No. 1) and subject to right of way of State Road A-1-A, formerly State Road 5, Section 21, Township 41 South, Range 43 East.

AND

Government Lot 1, Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, less the South 717.75 feet thereof as measured parallel to the South line of Government Lot 1. Also described as:

Government Lot 1, Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, less the South 717.75 feet thereof and also less the right of way of old State Road No. 5 as now laid out and in use.



FILE 2136 PAGE 1607

FILE 2130 PAGE 425

Recorded in B B Book 55
Examined and certified
Palm Beach County, Fla.
John E. Dunbar
Clerk Beach County

Recorded in B B Book 55
Examined and certified
Palm Beach County, Fla.
John E. Dunbar
Clerk Beach County