

Meeting Date: February 5, 2008 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Facilities Development & Operations

Motion and Title: Staff recommends motion to approve: a Corrective Notice of Limitation of Use for the southeasterly portion of Lake Ida Park, in Delray Beach.

Background and Justification: In 1994, the County submitted a Land and Water Conservation Fund (LWCF) grant application to the FDEP (R94-684-D). The Development Project Grant Agreement (Lake Ida Park - 9th Street LWCF - 100374) for \$94,344 was approved on August 1, 1995, by FDEP with matching funds from the County's Park Impact Fees and Americans with Disabilities Act (ADA) monies to cover the total project cost of \$188,688. The Lake Ida 9th Street development project included new restrooms, asphalt and concrete bicycle/walking paths, a group picnic shelter, fishing access pads, and a volleyball court. The multi-use play area, picnic tables and grills were also renovated to meet ADA requirements. Pursuant to the requirements of the LWCF Program and the Development Project Grant Agreement, the project boundary restrictions are for outdoor recreation for a minimum of twenty-five (25) years. The Agreement was recorded in 1995, and the Notice of Limitation of Use that encumbered the wrong area of the Park was recorded in 2001.

1. Location Map
2. Corrective Notice of Limitation of Use

Recommended By: Anthony Wolf 1/15/08
Department Director Date

Approved By: [Signature] [Signature]
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0				
Operating Costs	0				
External Revenues	0				
Program Income (County)	0				
In-Kind Match (County)	0				
NET FISCAL IMPACT	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget: Yes_____ No_____

Budget Account No: Fund_____ Dept _____ Unit _____ Object _____
Program _____

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

No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jan Doul 1-23-08
OFMB
(10) CN
1/23/08 1/11/08

An J. J. J. 1/25/08
Contract Development and Control
Ehane 1/24/08

B. Legal Sufficiency:

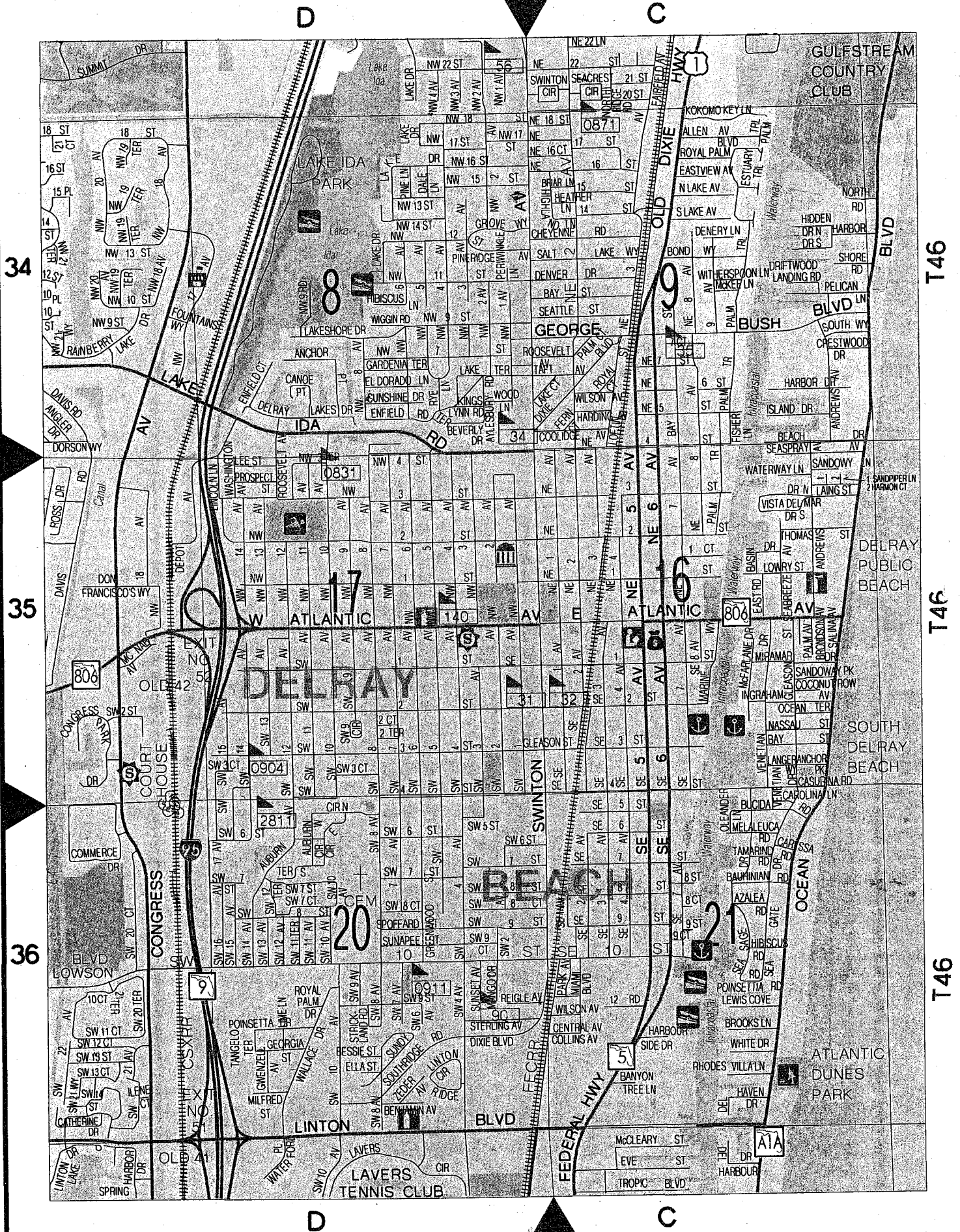
Anne Delgard 1/29/08
Assistant County Attorney

At the time of our review,
this item was in Draft
form.

C. Other Department Review:

Department Director

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



LOCATION MAP

PREPARED BY AND RETURN TO:
KATRINA L. BOYD, REAL ESTATE SPECIALIST
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 12-43-46-08-21-016-0020

STATE OF FLORIDA
Department of Environmental Protection
LAND AND WATER CONSERVATION FUND

CORRECTIVE NOTICE OF LIMITATION OF USE

This Corrective Notice of Limitation of Use is made by Palm Beach County (hereinafter "County" or "Grantee"), and is acknowledged by the State of Florida, Department of Environmental Protection, for the purpose of substituting and replacing in all respects, that certain **Notice of Limitation of Use** (the "**Original Notice**") made by County, dated June 12, 2001, and recorded July 2, 2001 in Official Records Book 12692, Pages 908 through 922, inclusive, of the Public Records of Palm Beach County, Florida, including all attachments and exhibits thereto.

The property identified in the Development Project Grant Agreement attached hereto as Exhibit "A", and legally described in the legal description attached hereto as Exhibit "B", and further identified in the Project Boundary Map attached hereto as Exhibit "C" (collectively the "Property"), has been acquired or developed with Federal financial assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended. Pursuant to a requirement of that law, the Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the existing Statewide Comprehensive Outdoor Recreation Plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

It is the parties' intent that this **Corrective Notice of Limitation of Use** shall release the real property described in that certain deed recorded in Deed Book 866, Page 276, of the Public Records of Palm Beach County, Florida, (the "TIIF Deed"), a copy of which is attached hereto as Exhibit "D", from any effect of the **Original Notice**. Said TIIF Deed was erroneously recorded with the

Original Notice. The correct legal description of the Land and Water Conservation Fund grant project site known as: Lake Ida Park – 9th Street LWCF #100374 is attached hereto as Exhibit “B”.

The undersigned Grantee certifies that this **Corrective Notice of Limitation of Use** has been filed in the public records of Palm Beach County, Florida, with the legal description of the Land and Water Conservation Fund grant project site known as: Lake Ida Park – 9th Street LWCF #100374, legally described in Exhibit “B” attached hereto.

In Witness Whereof, County/Grantee has caused this **Corrective Notice of Limitation of Use** to be executed in its name on the date set forth below.

COUNTY/GRANTEE:

Date of Execution by County:

_____, 200__

ATTEST:

SHARON R. BOCK

CLERK & COMPTROLLER

By: _____

Deputy Clerk

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____

Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____

Department Director

ACKNOWLEDGMENT:

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____

Director or Designee

Division of Recreation and Parks

and State Liaison Officer

Approved as to Form and Legality:

By: _____

DEP Attorney

G:\property Mgmt Section\dispositions\lake Ida Site\Corrective Limitation of Use 11-14-07 CAO approved.doc

EXHIBIT "A"
TO
CORRECTIVE NOTICE OF LIMITATION OF USE
DEVELOPMENT PROPERTY GRANT AGREEMENT

12-00374
(LWCF Project Number)

LW374
(DEP Contract Number)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
FISCAL YEAR 1994-1995
DEVELOPMENT PROJECT GRANT AGREEMENT

This Project Agreement is entered into on this 1st
day of August, 1995, by and between the Florida
Department of Environmental Protection, (hereinafter referred to
as "Department"), and Palm Beach County, hereinafter referred to
as "Grantee", in furtherance of an approved outdoor recreation
Project.

WHEREAS, the Department is given the authority to receive
funds for the purpose of passing through the agency as grants to
other entities in Section 370.023, Florida Statutes; and

WHEREAS, Chapter 375, Florida Statutes, further authorizes
the Department to receive grants for outdoor recreation and
conservation;

NOW THEREFORE, in consideration of the mutual covenants
contained herein, the Department and Grantee do hereby agree as
follows:

1. This Project Agreement shall be performed pursuant to
Chapter 16D-5, Part VI, Florida Administrative Code, as amended,
(hereinafter referred to as "Rule"), the Land and Water
Conservation Fund Act of 1965, Public Law 86-578, 78 Stat 897, as
amended (LWCF), (hereinafter referred to as "Program"), and in
accordance with general provisions for such agreements prescribed

by the United States Department of the Interior (hereinafter referred to as "USDI") in the LWCF Grants Manual, (hereinafter referred to as "Manual"). The Grantee agrees to become familiar with all provisions and comply with the Rule and Manual, which are incorporated into this Project Agreement by reference, as if fully set forth herein. In the event a dispute should arise between the parties concerning the intent of any language herein, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the above referenced Acts of Congress and the general provisions governing this Project Agreement as set forth in the Manual to the extent that said Manual is not inconsistent with the Rule, in which case the Rule shall govern. No construction shall be contrary to the requirements of the Acts of Congress or of the regulations of the Secretary of the Interior.

2. By acceptance of the Program grant, the Grantee agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964; the Architectural Barriers Act of 1968; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Drug-Free Workplace Act of 1988; the Americans With Disabilities Act of 1990; Section 1352, Title 31 of the U.S. Code regarding limitations on use of appropriated funds to lobby or otherwise influence Federal contracting and financial transactions; Executive Order 12549, regarding Federal debarment and suspension of contractors; Section 8136 of the Department of Defense Appropriations Act, which requires inclusion of the Federal funding amount and the percentage of the total project

that amount represents in all public notices and documents describing the Project; and, Section 623 of the Treasury, Postal Service and General Government Appropriations Act of 1990, regarding public notice of Federal funding in solicitations for goods and services for projects with an aggregate value of \$500,000.00 or more. The Grantee further agrees to cooperate with the Department in all aspects of compliance with all laws applicable to use of Program funds. It is the intention of the parties hereto that none of the provisions of Chapter 163.01, Florida Statutes, shall have application to this Project Agreement.

3. The Department has found that outdoor recreation is the primary purpose of the Project known as Lake Ida 9th Street Park, LWCF Project number 12-00374, (hereinafter referred to as "Project"), and enters into this Project Agreement with the Grantee for development of outdoor recreation facilities and improvements on real property controlled by the Grantee through ownership or other interest. The legal description and approved method of site control of said real property are set forth in full in the Project application. The Project application is incorporated into this Project Agreement by reference as if fully set forth herein.

4. Prior to commencement of the Project, the Grantee shall submit for Department approval the documentation described in the Land and Water Conservation Fund Program Required Project Commencement Documentation Form, DEP form 42-008.

5. The Grantee will construct, or cause the construction of

specified outdoor recreation facilities and improvements, (hereinafter referred to as "Project Elements"), upon the real property identified in Paragraph 3 herein. The following shall be the Project Elements, which may be modified with good cause by the Department: construction of restroom, group picnic pavilion, bicycle/pedestrian paths, fishing pads, volleyball court; renovations to multi-play area, picnicking and parking facilities and support facilities.

6. The Project Elements identified in Paragraph 5 herein shall be designed and constructed substantially in accordance with the conceptual site development plan contained in Grantee's grant application. Project site facilities shall be attractive for public use and generally consistent and compatible with the environment. Plans and specifications for Project site improvements and facilities shall be in accord with current and established engineering and architectural practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. This site development plan may be altered by the Grantee only after written approval by the Department. Any and all utility lines installed within the park shall be placed underground. The Grantee shall have the final site development plan (site engineering and architectural) prepared by a registered architect or engineer.

7. The Grantee shall complete all Project construction by the construction completion date, September 30, 1997. This date may be extended for good case with consent of the Department in

accordance with its rule.

8. Within thirty (30) days of completion of the Project and prior to release of the final payment, the Grantee shall submit for Department staff approval the documentation described in the Land and Water Conservation Fund Program Required Project Completion Documentation Form, DEP Form 42-071.

9. Execution of this Project Agreement does not relieve the Grantee of its responsibility to comply with all applicable federal, state, county, or municipal laws, ordinances or rules nor is the Grantee relieved of the responsibility to obtain any permits, management agreements or leases which are required by the Department or any federal, state, county or municipal agency for acquisition or development of the Project site.

10. The Department shall transfer, on a reimbursement basis to the Grantee, the eligible grantee amount, not to exceed \$86,305.00, which will pay said Program's share of the cost of the Project. Program fund limits are based upon the following:

Total Program Amount	\$ 94,344.00
Indirect Cost (Chapter 215.195, Florida Statutes)	
Rate/Amount	8.52 %/\$ 8,039.00
Total Grantee Amount	\$ 86,305.00
Grantee Match Amount	\$ 94,344.00
Total Project Cost	\$180,688.00
Type of Match	Cash

Program funds may be released at the discretion of the Department, upon the written request of the Grantee's duly authorized Liaison Agent. Project reimbursement requests shall

include all documentation required by the Department for a proper pre-audit and post-audit review. The Department's Contract Manager shall, within sixty (60) days after receipt of a complete payment request, review the submitted documentation and Project work accomplished to date and, if complete pursuant to requirements of this Project Agreement, approve the request for payment. The Department shall retain \$8,630.00 of the Total Grantee Amount as the final payment until completion of the Project. Reimbursement of eligible travel expenses shall be subject to the requirements of Section 112.061, Florida Statutes.

11. The Department and the Grantee fully understand and agree that there shall be no reimbursement of funds by the Department for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of \$13,000.00, for: planning and design.

12. The Grantee shall adhere to the Department's Grant and Contract Accountability Policy, Chapter 16A-11, Florida Administrative Code, (hereinafter referred to as "Accountability Policy"), incorporated into this Project Agreement by reference as if fully set forth herein. The Accountability Policy establishes uniform guidelines and procedures to be utilized by the Department and the Grantee in accounting for grant funds disbursed under the Program and sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements. Expenses, representing the grant amount and required match, shall be reported to the Department and summarized on certification forms provided by the Department.

The Grantee shall retain all records supporting Project costs for three (3) years after the fiscal year in which the final Program payment was released by the Department except that such records shall be retained by the Grantee until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three-year retention period. The Department and other authorized governmental agencies shall have the right to audit such records throughout the retention period described above.

13. This Project Agreement may be cancelled by the Department without prior notice for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Project Agreement and subject to the provision of Chapter 119, Florida Statutes.

14. In accordance with the LWCF Act, an annual apportionment will be made to each State unless Congress or the President decides to defer or rescind the apportionment.

15. Competitive open bidding and purchasing for construction of said Project facilities or improvements shall comply with all applicable laws and the Manual. Following completion of Project construction, the Grantee's Liaison Agent shall provide the Department with a statement certifying that all purchases or contracts for construction were competitively bid pursuant to applicable law and the Manual.

16. This Project Agreement strictly prohibits the expenditure of Program funds for the purpose of lobbying the

Legislature, the judicial branch, or a state agency. All moneys expended by the Grantee for purposes contained herein shall be subject to pre-audit review and approval by the Comptroller of Florida in accordance with Section 17.03, Florida Statutes.

Supporting documentation for expenditures shall be provided by the Grantee in accordance with the Accountability Policy.

17. The Department and USDI shall have the right, through its agents, servants, and employees designated for that purpose, to inspect the site of the Project and the facilities thereon at any reasonable time.

18. Following receipt of an audit report identifying any refund due the Department for noncompliance by the Grantee with said Project Agreement, the Grantee will be allowed sixty (60) days to submit additional pertinent documentation to offset any amount identified as being due the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of any refund due the Department.

19. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Project Agreement.

20. If the United States, acting through the USDI, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope of its lawful authority, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to refund and will

related facilities and any future outdoor recreation facilities developed on the Project site shall be open to the general public for outdoor recreation use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain said Project related facilities and improvements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project site, if said development is not described in Paragraph 5 herein.

24. The Grantee shall not, for any reason, convert all or any portion of the park for any purpose other than outdoor recreation without prior approval of the USDI pursuant to Section 6(f)(3) of the LWCFA and the Manual.

25. When completed, entrance to Program sites and facilities thereon must be uniformly made available on a non-exclusive basis to the general public. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this agreement. Reasonable differences in admission fees may be maintained on the basis of residence, in accordance with provisions of the Manual.

26. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors,

and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

27. Any local governmental entity, nonprofit organization, or for-profit organization that is awarded funds from a grants and aids appropriation by a state agency shall, one year after project completion:

(a) If the amounts received exceed \$100,000.00, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes; or

(b) If the amounts received exceed \$25,000.00, but do not exceed \$100,000.00, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes, or have a statement prepared by an independent certified public accountant which attests that the receiving entity or organization has complied with the provisions of this Project Agreement; or

(c) If the amounts received do not exceed \$25,000.00, have the head of the entity or organization attest, under penalties of perjury, that the entity or organization has complied with the provisions of this Project Agreement.

28. If The Grantee is subject to the provisions of Office of Management and Budget (OMB) Circular #A-128, then the Grantee shall furnish a copy of the required independent financial and compliance audit to the Department within 90 days after furnishing the original audit to OMB.

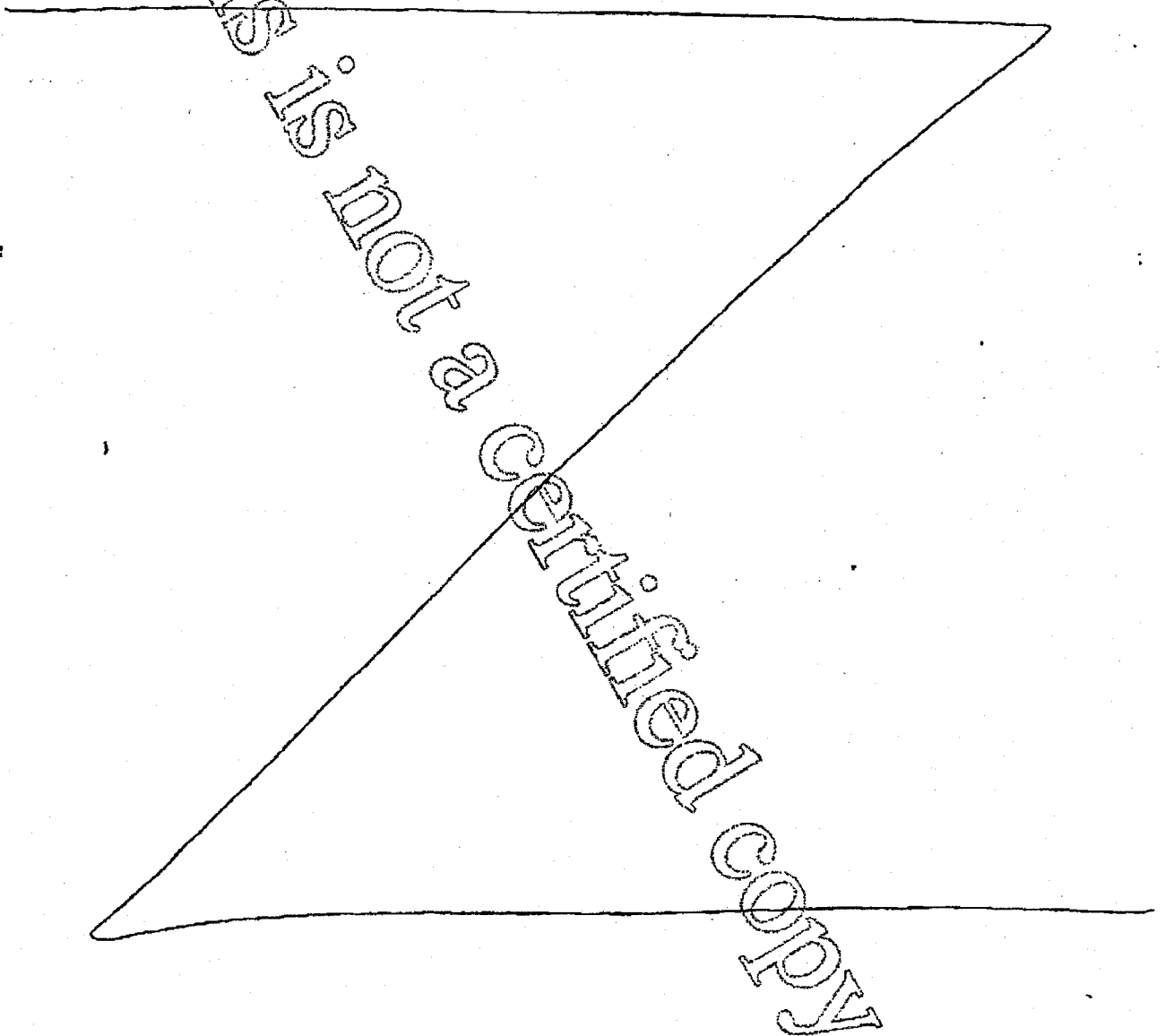
29. If through any cause the Grantee should fail to fulfill in a timely manner the obligations under this Project Agreement, or if the Grantee should violate any of the covenants, agreements or stipulations of this Project Agreement, the Department shall thereafter have the right to terminate this Project Agreement without prior notice. In the event the Department so terminates this Project Agreement for such violation, the Department is not required to compensate the Grantee for any expenses incurred.

30. Asphalt paving for the project shall conform to the Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.

31. The Grantee and the Department mutually agree to the following special terms and conditions incorporated as part of this Project Agreement: ~~None~~.

32. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

33. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto and attached to the original of this Project Agreement.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY

By: [Signature]

Director or Designee
Division of Recreation and Parks
and State Liaison Officer

By: [Signature]

Name:

Title:

[Signature]
DEP Contract Manager

Address:
2700 Sixth Avenue South
Lake Worth, Florida 33461

Approved as to
Form and Legality:

Approved as to
Form and Legality:

[Signature]
Department Attorney

[Signature]
Grantee Attorney

*If someone other than the Chairman signs the contract, a resolution, statement or other document authorizing that person to sign the contract on behalf of the county must accompany the contract.

DEP 42-020
Revised 04/13/95

EXHIBIT "B"
TO
CORRECTIVE NOTICE OF LIMITATION OF USE
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION

THE WEST 300.00 FEET OF THE EAST 1105.45 FEET OF TRACT 16 OF THE SUBDIVISION OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 4, FILED IN THE OFFICE OF THE CLERK OF THE COURT IN AND FOR PALM BEACH COUNTY, FLORIDA.

PARCEL CONTAINS 4.612 ACRES MORE OR LESS.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

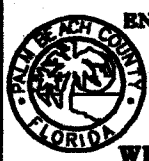
THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.


NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

11-21-07
DATE

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

THIS IS NOT A SURVEY.

PROJECT NO. 2008011-01	SHEET 1 OF 2	PROJECT: LAKE IDA 9th STREET		SCALE: 1"=150' APPROVED: J.H. DRAWN: E.A.O. CHECKED: W.C.E. DATE: 1/20/07 FIELD BOOK NO. N/A	REVISION 1 REVISED PARCEL	BY N.H.	DATE 11/21/07	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-07-2787.DGN	DRAWING NO. S-1-07-2787					



THIS IS NOT A SURVEY

SCALE: 1" = 150'

N89°18'48"E 805.45'

300.00'

669.94' N01°20'19"W

669.72' N01°15'07"W

669.46' N01°15'07"W

TRACT 16
PLAT BOOK 1
PAGE 4

668.76'

300.00'

N89°15'49"E

N89°18'48"E

LAKE IDA SHORES
PLAT BOOK 25 PAGE 54

EXHIBIT "C"
TO
CORRECTIVE NOTICE OF LIMITATION OF USE

PROPERTY BOUNDARY MAP
LAKE IDA PARK - 9TH STREET WCF #100374

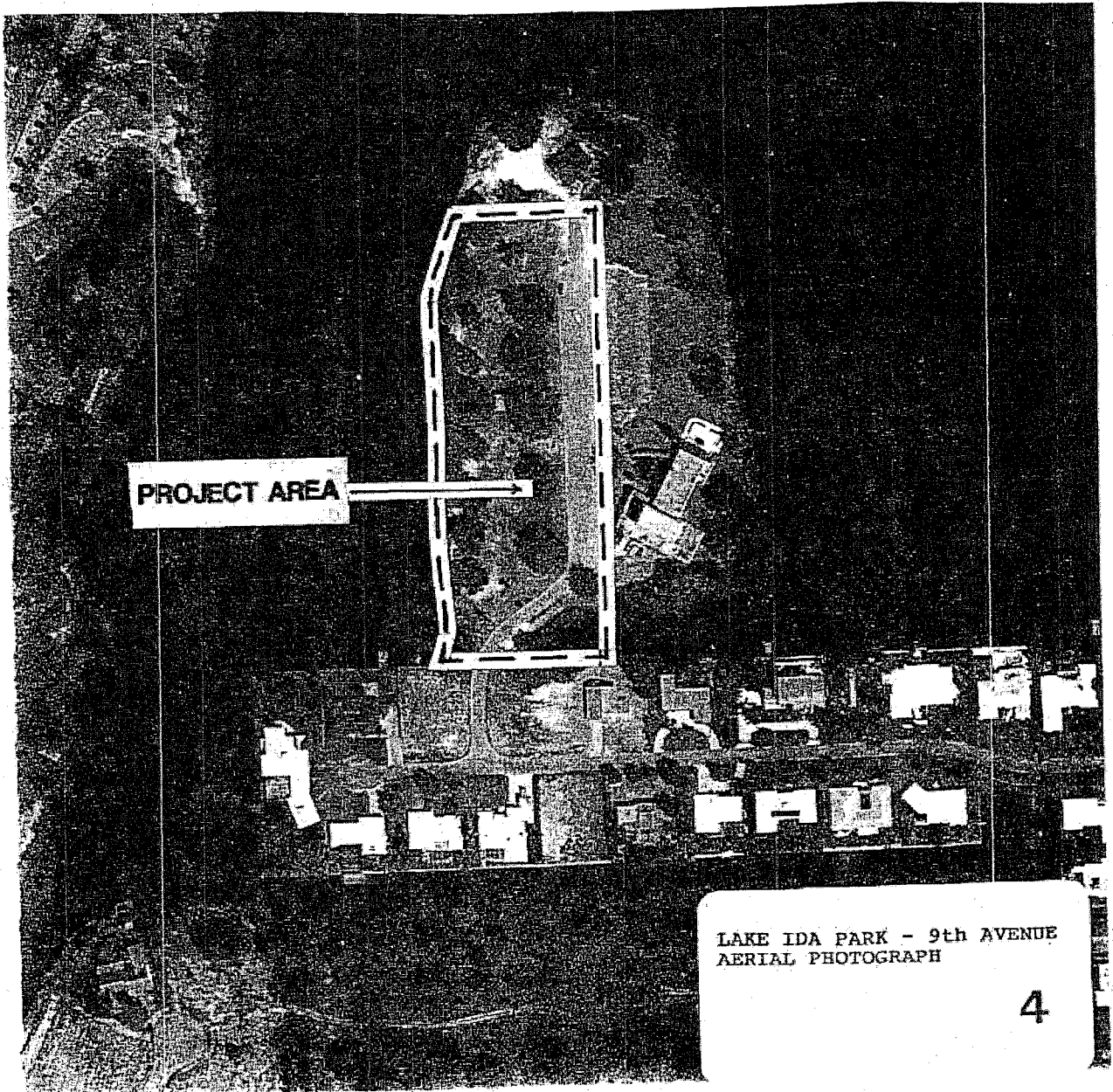


EXHIBIT "C" PAGE 1 OF 2

EXHIBIT "C"
TO
CORRECTIVE NOTICE OF LIMITATION OF USE

PROPERTY BOUNDARY MAP
LAKE IDA PARK - 9TH STREET WCF #100374

NAME:	LAKE IDA PARK (SOUTH & EAST)
ENTRANCE:	950 NW 9th St/1100 Lake Dr., Delray Bch, FL 33444
CLASS:	District
ACREAGE:	20.0 acres
HOURS:	Sunup - Sundown Delray Playhouse hours vary according to event

Driving Instructions to Lake Ida 9th Street - Drive south on I-95 to Woolbright Road. Turn east on Woolbright Road and proceed to Seacrest Boulevard. Go south on Seacrest to N.E. 22nd Street. Turn right on 22nd Avenue and proceed to Swinton Boulevard. Turn south (left) on Swinton and to to N.W. 9th Street. Turn right on 9th Street and go approximately one half mile to Lake Ida 9th Street Park.

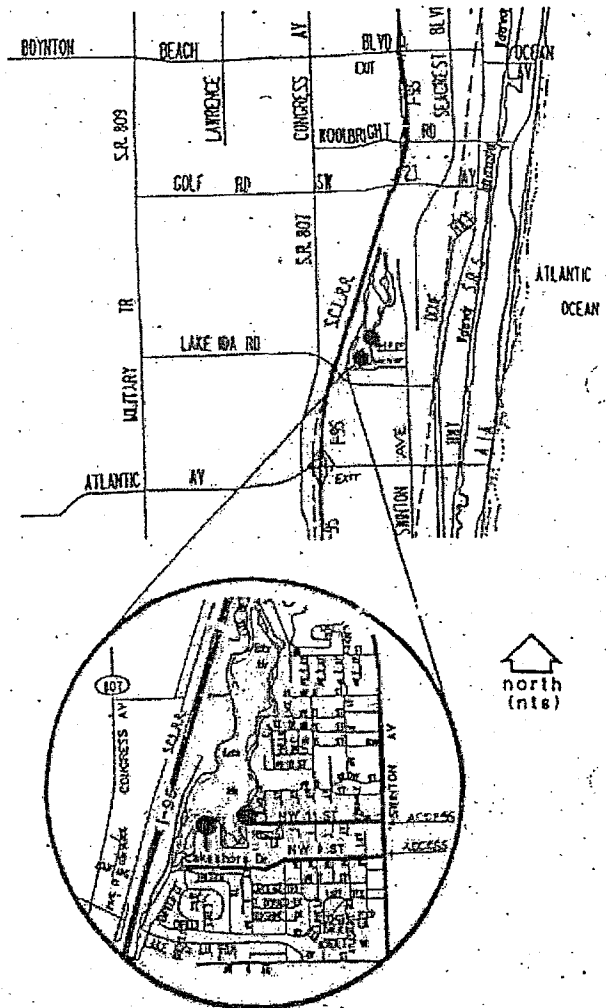


EXHIBIT "C" PAGE 2 OF 2

EXHIBIT "D"
TO
CORRECTIVE NOTICE OF LIMITATION OF USE
"TIF DEED"

COUNTY OF PALM BEACH DEED NO. 06, Chapter 21684

STATE OF FLORIDA THROUGH THE

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, GRANTOR
TO COUNTY OF PALM BEACH

of the City of West Palm Beach, County of Palm Beach, State of Florida
GRANTEE

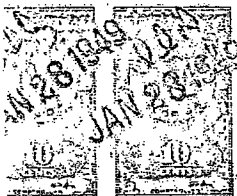
WITNESSETH:

WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and further to dispose of land under Chapter 21684, Acts of 1943; Therefore,

KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, and under authority of Chapter 21684, Acts of 1943, for and in consideration of the amount of One Hundred and 00/100..... DOLLARS (\$ 155.00), to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, and

Chapter 21684, Acts of 1943, unto the said GRANTEE, its successors and assigns, in and to the following described land, situate, lying and being in the County of Palm Beach, State of Florida, as referred to, identified and described by State and County tax sale certificates to-wit:

No.	Date	DESCRIPTION	Sec.	Tp.	Rg.	Ac.	Amount Rec'd
t. 13824 - 1927		R $\frac{1}{2}$ of NW $\frac{1}{4}$, less SAL R.R. R/W and					
t. 45095 - 1933		less State Road 9 R/W and					155.00
		N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$, less					
		State Road 9 R/W	8	46S	43E	77.5	



This instrument was filed for Record at
11:30 A.M. this 28 day of Jan
1949, and Recorded in Book
Book 866, at page 276. Record
verified. J. ALEX ARNETTE, Clerk Circuit
Court, Palm Beach County, Florida.
By W. Campbell Deputy Clerk

AS TO ALL LANDS, there is reserved unto the State of Florida the title to an undivided one half of all petroleum and petroleum products, and title to an undivided three fourths of all other minerals which may be found on or under the said land, together with the privilege outside any municipality, this date, to explore for and to mine and develop same. Said privilege to explore, mine and develop is to be conducted on and under lands inside any municipality, this date, only with the consent of the surface owner.

AS TO ALL LANDS outside of any municipality, as of this date, there is reserved unto the State of Florida an easement for state road right of way two hundred (200) feet wide, lying equally on each side of the center line of any state road existing on the date of this deed through so much of any parcel herein described as is within one hundred (100) feet of said center line.

TO HAVE AND TO HOLD the above granted and described premises unto the said GRANTEE, and its successors and assigns forever, all in pursuance of Chapters 18296 and 21684 aforesaid.

IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed the official seal of said Trustees, and have caused the seal of the Department of Agriculture of the State of Florida, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 11th day of January, A. D. 1949.

(SEAL)

STATE OF FLORIDA BY:

TRUSTEES INTERNAL
IMPROVEMENT FUND

(SEAL)

DEPARTMENT OF
AGRICULTURE

GOVERNOR (SEAL)

COMPTROLLER (SEAL)

TREASURER (SEAL)

ATTORNEY GENERAL (SEAL)

COMMISSIONER (SEAL)
OF AGRICULTURE

As and Composing the
TRUSTEES OF THE INTERNAL IMPROVEMENT
FUND OF THE STATE OF FLORIDA.