

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

Meeting Date: March 11, 2008 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Agreement ("Agreement") with the Town of Jupiter ("Town") for management of the Jupiter Ridge Natural Area ("Natural Area"), a 273-acre tract of environmentally sensitive land located within the Town.

Summary: On September 3, 1996 the County entered into an Interlocal Agreement with the Town (R96-1227D) to manage the Natural Area with the assistance of the Town. Because of the number and types of changes needed to update the Agreement, staff determined that it would be more appropriate to prepare a new Agreement than to revise the existing Agreement. On March 13, 2007 the Board accepted donation of a 0.99-acre preserve parcel from Tierra del Sol at Jupiter, LLC (Tierra del Sol) to be added to the Natural Area and also accepted a conservation easement over a portion of the Town's Riverwalk multiuse pathway on the adjacent Tierra del Sol property for access to the preserve area for management purposes. The easement was conveyed to the County on November 9, 2007 and the preserve parcel was conveyed on January 25, 2008. Town of Jupiter Resolution 12-06, as amended by Resolution 112-06, required Stateside Jupiter, Ltd., Tierra del Sol's predecessor, to construct or provide funding for the construction of an approximately 330-foot-long section of the Riverwalk on a portion of the Natural Area, as a condition of site plan approval. The State, which owns most of the Natural Area and leases it to the County for management (Lease No. 4004, as amended), has granted permission for this work, which will be done by Tierra del Sol with County and Town supervision. The County will manage that portion of the Riverwalk in cooperation with the Town as part of the public access facilities on the Natural Area. The new Agreement will be included in the first revision of the management plan for the Natural Area, which is due to the State for review in 2008. District 1 (SF)

Background and Justification: The initial management plan for the Natural Area was approved by the Board on November 19, 1996 (5F-1) and by the State on February 28, 1998. Public use facilities were constructed on the site and opened to the public in April 2001. County staff is preparing the first revision to the management plan, and the Agreement needs to be consistent with the revised plan. The new Agreement includes updated information related to the lands that have been added to the Natural Area since the approval of the original Agreement, the amendments to the lease from the State, the provisions of Town Resolutions 12-06 and 112-06, revised management and maintenance responsibilities for the expanded Natural Area, new responsibilities related to the portion of the Riverwalk on the Natural Area and to promotion of the Northeast Everglades Natural Area (NENA), a change in the mailing address for the County department administering the Agreement, a change in the required plan revision date by the State, additional provisions related to the performance by and obligations of the County and the Town, and numerous minor changes.

Attachments:

1. Natural Area Location Map
2. Interlocal Agreement

Recommended by:

Department Director

Date _____

Approved by:

County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

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

B. Recommended Sources of Funds/Summary of Fiscal Impact

There is no fiscal impact associated with this item. A management plan for the site that includes the long-term maintenance costs was approved by the Natural Areas Management Advisory Committee (NAMAC) and the Board on 9/11/06. A ten year update to the plan is expected to be submitted the NAMAC and the board this fiscal year.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

aturrellwhite 2-25-08
OFMB
10
11/77
12/6/08
Jim J. Jacobs
Contract Administrator
2/26/08

B. Legal Sufficiency:

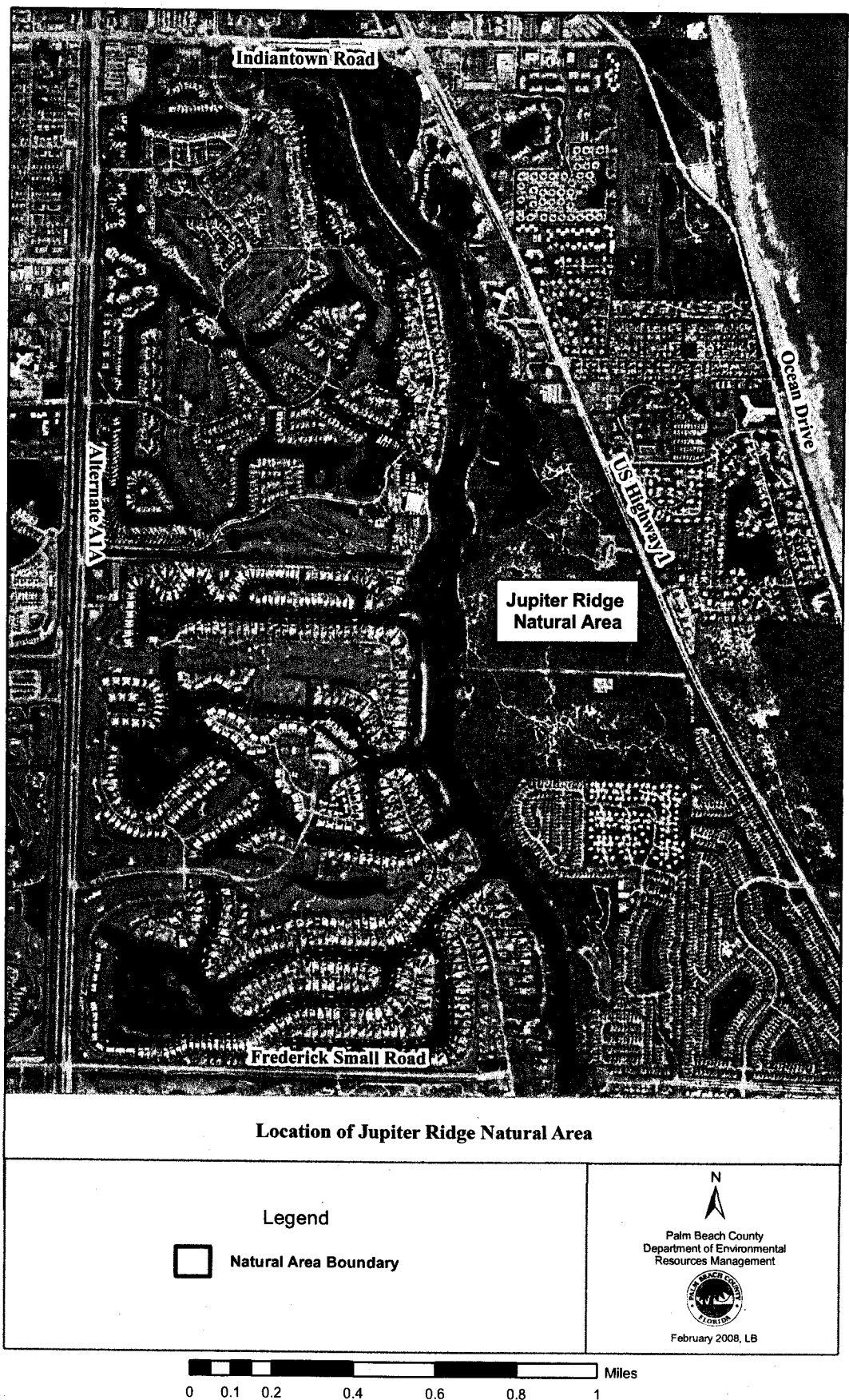
Maura Fox
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

ATTACHMENT 1



**INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF JUPITER, FLORIDA
AND
PALM BEACH COUNTY
FOR**

THE MANAGEMENT OF THE JUPITER RIDGE NATURAL AREA

THIS AGREEMENT, made and entered into on this _____ day of _____, 2008, by and between the Town of Jupiter, a Florida municipal corporation (the "Town"), and Palm Beach County, Florida, a political subdivision of the State of Florida (the "County"), hereinafter referred to as "the parties."

WITNESSETH:

WHEREAS, on March 12, 1991, the voters of Palm Beach County approved a \$100 million bond referendum for the acquisition of environmentally sensitive lands; and

WHEREAS, certain property known as the Jupiter Ridge Natural Area (the "Natural Area") is located within the Town of Jupiter and was designated as one of the high-priority sites to be acquired with funds from this bond referendum; and

WHEREAS, 195.38 acres of the Natural Area were purchased by the County and resold to the Board of Trustees of the Internal Improvement Trust Fund (BTITF) of the State of Florida (the "State"); and

WHEREAS, on May 17, 1994, the County entered into a Lease Agreement (No. 4004, R94-604D) with the State to manage these 195.38 acres and the adjacent 32.64 acres of sovereign lands, for a term of 50 years; and

WHEREAS, on April 2, 1996, the County approved Amendment No. 1 to this Lease Agreement (R96-444D) to provide for County management of an additional 32.98-acre tract that had been purchased by the County and resold to the State; and

WHEREAS, on September 3, 1996, the County entered into an Interlocal Agreement with the Town (R96-1227D) to manage the Natural Area with the assistance of the Town; and

WHEREAS, on October 1, 1996, the County accepted a quit-claim deed from the John D. and Catherine T. MacArthur Foundation for a 6-acre tract of land adjacent to the Natural Area (5G-1); and

WHEREAS, on June 16, 1998, the County accepted a quit-claim deed from the Jupiter Yacht Club, Ltd. for a 1.68-acre tract of land adjacent to the Natural Area (3L-2); and

WHEREAS, on August 18, 1998, the County approved Amendment No. 2 to the Lease Agreement (R98-1241D), to provide for County management of an additional 2.72-acre tract of

state-owned lands (the above-cited Lease and Amendments 1 and 2 of said Lease are attached hereto as Exhibit "A"); and

WHEREAS, as a condition of development approval (Town Council R12-06, as R112-06), Tierra del Sol at Jupiter, LLC ("Tierra del Sol"), the owner of a property adjacent to the Natural Area, was required to: (1) donate a 0.99-acre preserve to the County; (2) provide \$10,000 to the County's Natural Areas Stewardship Endowment Fund for the perpetual maintenance of the preserve; (3) grant the County a perpetual ingress and egress easement over a segment of the Riverwalk multiuse path ("Riverwalk") to provide vehicular access for maintenance activities on the preserve and the adjacent Natural Area; and (4) construct a segment of the Riverwalk within the Natural Area or provide sufficient funds for such construction; and

WHEREAS, on November 9, 2007, Tierra del Sol conveyed the perpetual ingress and egress easement over the segment of the Riverwalk on its property to the County, a legal description of which is attached as Exhibit "B"; and

WHEREAS, on January 25, 2008, Tierra del Sol conveyed the 0.99-acre preserve to the County, along with \$10,000 for perpetual maintenance of the preserve; and

WHEREAS, the above-cited properties that are leased to or owned by the County and a 0.4-acre adjacent tract owned by the County have been included in and are managed as part of the Natural Area, which is legally described in Exhibit "C"; and

WHEREAS, the State has agreed to allow the construction of a segment of the Riverwalk multiuse path within the Natural Area as part of the expansion of public access and use facilities on the Natural Area, as documented in Exhibit "D", and this segment of the Riverwalk multiuse path is more particularly depicted/described in Exhibit "E"; and

WHEREAS, the County is willing to work with the Town to jointly oversee the construction of that segment of the Riverwalk multiuse path to be built within the Natural Area by Tierra del Sol and to manage the Natural Area in cooperation with the Town, and

WHEREAS, the Natural Area is a part of the Northeast Everglades Natural Area ("NENA") project, a cooperative effort to connect various natural areas and trail systems in northern Palm Beach and southern Martin Counties; and

WHEREAS, in order for NENA to succeed in converting a collection of natural areas, educational facilities, greenways and blueways into a destination, various management groups and governmental agencies must cooperate and form partnerships; and

WHEREAS, the County's Lease Agreement with the State, as amended, requires that a management plan (the "Management Plan" or the "Plan") be prepared for the Natural Area and updated periodically, and the County is currently working to update the Natural Area's Management Plan, which was approved by the State on February 27, 1998; and

WHEREAS, the County and the Town wish to enter into this Interlocal Agreement (the "Agreement") to establish use, management, and maintenance responsibilities for the expanded Natural Area and the segment of the Riverwalk to be constructed therein, and to reflect their commitment to promoting NENA; and

WHEREAS, this Agreement will become part of the updated Management Plan for the Natural Area; and

WHEREAS, this Agreement shall supersede in all respects that Interlocal Agreement previously entered into between the County and the Town on September 3, 1996 (R-96-1227D); and

WHEREAS, the Natural Area is of significant biological, environmental and educational value to the Town and the County, and it is in the best interests of the residents and citizens of the Town and the County for the Natural Area to be managed by the County in cooperation with the Town in order to preserve the site in its natural state with intact native Florida ecosystems for future generations; and;

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which the parties expressly acknowledge, the parties to this Agreement agree as follows:

ARTICLE I - IN GENERAL

1. The parties hereto acknowledge and agree that the WHEREAS clauses set forth above are true and correct, and are fully incorporated into this Agreement.

2. The County and the Town agree that the County, with the assistance of the Town, shall manage certain real property located within the corporate limits of the Town of Jupiter, Florida, known as the "Jupiter Ridge Natural Area", which real property is more particularly described in Exhibit "C" attached hereto and made a part hereof. The Town agrees to comply with the terms of the Lease Agreement, as amended (Exhibit "A") and to refrain from taking any action that interferes with or prevents the County from performing its obligations under the Lease, as amended.

3. The County shall manage the Natural Area in cooperation with the Town, in a manner that protects ecosystems and populations of listed species that exist in Palm Beach County and preserves the existing biological communities of the Natural Area in their natural state as examples of high-quality scrub, flatwoods, depression marsh, and tidal swamp ecosystems in Palm Beach County.

4. It is the intent of the parties that the Natural Area shall be used and managed solely as a nature preserve, to protect and enhance natural and historical resources, to provide scientific and educational benefits, and to provide passive, natural-resource-based recreational opportunities for residents of and visitors to the Town and the County that are compatible with the conservation, protection and enhancement of the Natural Area. The Natural Area shall be kept in its natural state, such that present and future generations may be able to experience the natural values currently exhibited on the Natural Area, acts of God or other events beyond the control of the County and the Town notwithstanding.

5. The parties shall use their best efforts to prevent the unauthorized use of the Natural Area or any use not compatible with the management of the site as a natural area or nature preserve, or any use not provided for in the Management Plan.

6. The Natural Area shall be open to the public. The locations of public access points and any restrictions on access shall be described in the Management Plan.

7. This Agreement shall be effective upon execution by both parties and shall continue until the Lease Agreement, as amended, is terminated, unless otherwise terminated as provided herein.

8. The County's performance and obligations under this Agreement and any amendment hereto are contingent upon an annual appropriation by the Board of County Commissioners. The Town's performance and obligations under this Agreement and any amendment hereto are contingent upon an annual appropriation by the Town Council.

9. If a party fails to fulfill its obligations under this Agreement or any amendment hereto in a timely and proper manner, the party not in default shall have the right to terminate the Agreement by giving written notice of the deficiency and the party's intent to terminate, if not corrected. The party in default shall then have sixty (60) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, and unless otherwise agreed by the parties, the party not in default may exercise the right to terminate the Agreement.

10. All formal notices between the parties shall be deemed received if hand-delivered or sent by certified mail, return receipt requested, to a party's designated contact person. Notices shall be deemed sufficient when addressed to the other party's contact person at the following address, with a copy to the below-cited counsel:

- a. Town of Jupiter
Town Manager
210 Military Trail
Jupiter, Florida 33458

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With copy to:
Thomas J. Baird
Town Attorney
11891 U. S. Hwy. One, Suite 100
North Palm Beach, Florida 33408

- b. Palm Beach County
Department of Environmental Resources Management
2300 N. Jog Road – 4th Floor
West Palm Beach, Florida 33411-2743

With copy to:
County Attorney's Office, ERM Attorney
Palm Beach County
301 N. Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

Should any party change its address or designated contact person, written notice of such change shall promptly be sent to the other party.

11. As a condition precedent to any party bringing a lawsuit for breach of this Agreement or any amendment thereto, that party must first notify the other party in writing of the nature of the purported breach and must seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually-acceptable method of nonbinding alternative dispute resolution with a qualified third party. The parties shall equally share the costs for dispute resolution services. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement or any amendment hereto. All negotiations held pursuant to this provision shall be confidential to the extent permitted by law.

12. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement or any amendment thereto shall be borne by the respective parties--provided, however, that this clause pertains only to the parties to this Agreement.

13. This Agreement shall be recorded in the Public Records of Palm Beach County, Florida, as required by Chapter 163, Florida Statutes.

14. Any and all legal action to enforce this Agreement and any amendment thereto shall be brought in Palm Beach County, Florida. This Agreement and any amendment thereto shall be governed by the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

15. Each party to this Agreement shall be solely responsible for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the Town against all actions, claims or damages arising out of the County's negligence in connection with the Agreement and any amendment hereto, and the Town shall indemnify, defend and hold harmless the County against all actions, claims or damages arising out of the Town's negligence in connection with the Agreement and any amendment hereto. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party for such other party's negligent, willful or intentional acts or omissions. This indemnification provision shall survive the termination or expiration of this Agreement.

16. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the County and the Town acknowledge to be insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature. In the event the Town maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, the Town shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The County and the Town agree to maintain or to be insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, either party shall provide an affidavit or Certificate of Insurance evidencing insurance, insurance and/or sovereign immunity status, which the other party agrees to recognize as acceptable for the above-mentioned coverages. Compliance with the foregoing requirements shall not relieve the County or the Town of its liability and obligations under the Agreement or any amendments thereto.

17. The parties shall maintain, in accordance with generally-accepted governmental auditing standards, all financial and nonfinancial records and reports directly or indirectly related to the negotiation or performance of this Agreement or any amendment hereto, including supporting documentation for any service rates, expenses, research or reports. The parties shall have the right to examine in accordance with generally-accepted governmental auditing standards all records directly or indirectly related to this Agreement or any amendment thereto. Such examination may be made only upon reasonable notice, time and place. In the event the parties should become involved in a legal dispute with a third party arising from performance under this Agreement or any amendment hereto, the parties shall extend the period of maintenance for all records relating to this Agreement or any amendment hereto until the final disposition of the legal dispute, and all such records shall be made readily available to the other party.

18. The failure to insist on strict performance of or the waiver of any covenant, condition, or provision of this Agreement by any party shall not relieve the other party from performing any other obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to

therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

19. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

20. In the event that any provision of this Agreement or any amendment hereto is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, such provision shall be deemed null and void and shall be severable but shall not invalidate any other provision of this Agreement or any amendment hereto.

21. This Agreement may only be amended by a written document executed by the parties.

22. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

23. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

24. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, County, or municipal officers.

25. The parties shall be considered independent contractors, and no party shall be considered an employee or agent of any other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

26. The parties hereby assure that no person shall be excluded on the grounds of race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement.

27. The parties shall allow public access to all relevant documents and materials, in accordance with the provisions of Chapter 119, Florida Statutes. Should a party assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that party.

28. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, whether written or oral, relating to this Agreement.

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ARTICLE II - JOINT RESPONSIBILITIES

29. The County and the Town shall jointly oversee the construction by Tierra del Sol of a segment of the Riverwalk within the Natural Area as part of the expansion of public use facilities on the site. The responsibilities of the County and the Town related to the construction, management and use of the Riverwalk and any associated security and public information facilities shall be included in the next scheduled update of the Management Plan.

30. The County and the Town shall ensure the safety of the public on the Natural Area segment of the Riverwalk and on the segment adjacent to the Natural Area when operating maintenance vehicles or equipment on these segments and when conducting a prescribed burn on the Natural Area. When operating maintenance vehicles or equipment on the Riverwalk, each party shall post a caution sign at the entrance to the Riverwalk at U.S. 1 and at the north end of the segment of the Riverwalk on the Natural Area to inform Riverwalk users that maintenance work is in progress and shall operate maintenance vehicles and equipment in a safe and careful manner. When conducting a prescribed burn on the Natural Area, the County and the Town shall ensure that the segments of the Riverwalk on and adjacent to the Natural Area are closed to public use, that the Natural Area is closed to public use, and that appropriate warning signs are posted at the entrance to the Riverwalk at U.S. 1 and at the north end of the segment of the Riverwalk on the Natural Area, at the main entrance to the Natural Area, and at any access points on the boundary of the Natural Area.

31. The County, in cooperation with the Town, shall manage the Natural Area for habitat preservation and passive recreation, keeping the property in its natural state except for the development and maintenance of fences, firebreaks, management roads, observation platforms, nature trails, hiking trails and other public use facilities and ongoing management activities appropriate for a nature preserve, as provided for and described in the Management Plan. Long-term management of the Natural Area shall be in accordance with the Management Plan and any updates thereto and shall include, but shall not be limited to, controlling invasive vegetation and exotic or nuisance animals, monitoring listed plant and animal species, and prescribed burning and other mechanical or chemical methods of maintaining healthy natural community structure and function. A detailed division of responsibilities for the management of the Natural Area shall be provided in the Management Plan.

32. Any signs, literature or advertising created by the County and/or the Town shall identify the Natural Area as being publicly-owned and operated as a passive, natural resource-based public outdoor recreational site.

33. The parties shall encourage students, residents and visitors to use the Natural Area for educational and passive recreational purposes.

34. Should any unforeseen events or activities, either natural or human-caused, severely limit or eliminate the natural values presently on the Natural Area, the future of the Natural Area will be jointly determined by the County and the Town.

ARTICLE III - RESPONSIBILITIES OF THE COUNTY

35. The County shall include all environmental centers and trails within the Town that fall within the NENA vision plan on any NENA literature it creates, with the intent of promoting tourism in the Town's natural areas, educational facilities and trails.

36. The County, in coordination with the Town, shall prepare and submit to the State a revised Management Plan every ten years, or as required by Chapter 234.035(5), Florida Statutes. The revised Management Plan shall meet all the requirements of the Lease Agreement, as amended, and all future amendments thereto and applicable state statutes. The County shall provide a draft of the revised Management Plan to the Town for review and comment prior to presentation of the draft revised Management Plan at a meeting of the County's Natural Areas Management Advisory Committee ("NAMAC"). The revised Management Plan shall be subject to approval by both the Palm Beach County Board of County Commissioners and the BTITF (as delegated by the BTITF to the state Acquisition and Restoration Council [ARC]). Any subsequent interim revisions made between scheduled revisions of the approved Management Plan shall be made in coordination with the Town.

37. The County shall apply for any applicable funds available from the State for management purposes, and shall attempt to minimize management costs through the involvement of volunteers.

38. The County shall comply with all requirements of the Lease Agreement (Exhibit "A"), as amended, and all future amendments thereto in its management of the Natural Area.

39. The County shall erect and maintain signs and/or monuments identifying the Natural Area as being open to the public, as having been purchased with funds from the State and the County, and as being managed by the County with the cooperation of the Town. Credit for the donation of portions of the Natural Area shall be given in the Management Plan and the educational materials prepared for the public.

40. The County shall secure the Natural Area with fencing, gates and signage to discourage unauthorized activities, such as the dumping of trash and off-road vehicle usage, while permitting public access to the Natural Area for passive recreational activities, environmental education and scientific research. The County shall maintain these fences, gates and signs.

41. Subject to a budget approved by the Palm Beach County Board of County Commissioners, the County shall construct, repair and maintain, and replace as needed certain physical improvements within the Natural Area to encourage public use of the Natural Area as a nature preserve, with the exception of the Riverwalk referenced in Article II – Joint Responsibilities, Paragraph 29 and Article IV – Responsibilities of the Town, Paragraph 51. Prior to construction, repair or replacement of the public use facilities, the County shall seek approval from the Town Council, as required by the Town Code. Such facilities may include, but are not limited to, a parking lot, hiking and interpretive trails, educational displays (kiosks

and informational signs), and a bicycle rack. The County shall use its best efforts to plan, construct and maintain these facilities, taking into primary consideration the sensitivity and needs of the biological communities and, secondarily, the intended research, educational and recreational uses of the Natural Area. The facilities shall be developed and operated in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources within the Natural Area without causing harm to those resources.

42. The County shall include in the Management Plan a provision that the segment of the Riverwalk to be constructed within the Natural Area shall be designated as a paved natural area access road under the provisions of the County's Natural Areas Ordinance (No. 94-13). The hours of use for this segment may be designated separately from the hours of use designated for the Natural Area.

43. The County shall maintain all trails, kiosks and other facilities constructed within the Natural Area, with the exception of the Riverwalk and associated facilities referenced in Article IV – Responsibilities of the Town, Paragraph 51).

44. The County shall prepare and maintain kiosk displays, trail guides, fact sheets, brochures and other educational materials describing the natural resources, uses, and joint management of the Natural Area.

45. The County shall manage the Natural Area in a manner that protects ecosystems and populations of listed species throughout the County.

46. The County shall identify a County employee as the contact person to interact with the Town in planning for and managing the Natural Area, to review requests to perform scientific research and other activities that may require a special permit, and to answer public inquiries about the Natural Area.

ARTICLE IV - RESPONSIBILITIES OF THE TOWN

47. The Town shall display the NENA logo on mutually-agreed-upon signage created by the County and/or the Town and shall provide, at a minimum, a location within the Town offices or the Jupiter Community Center, as appropriate, for the distribution of NENA literature.

48. The Town shall assume primary responsibility for public safety and law enforcement within the Natural Area.

50. The Town shall maintain the segments of the Riverwalk located within and immediately adjacent to the Natural Area during the term of this Agreement. The Town shall perform all maintenance and repair of the Riverwalk and associated infrastructure (e.g., bollard lighting, concrete multiuse path, fencing, signage, kiosk, etc.) and shall manage the public use of the Natural Area segment of the Riverwalk to prevent any damage to the Natural Area. The Town shall allow the County to operate maintenance vehicles on the Riverwalk as necessary to conduct management activities on the Natural Area.

51. The Town shall designate public uses of the Riverwalk segment of the Natural Area in order to ensure that the Riverwalk segment is safely shared and enjoyed by different user groups and that the Natural Area is protected from damage. Such uses shall be consistent with the provisions of the County's Natural Areas Ordinance.

52. The Town shall assist the County with volunteer activities and maintenance activities within the Natural Area, such as the removal of invasive vegetation, trash and debris, subject to the availability of Town funds, staff and equipment. The Town shall also assist the County with periodic prescribed burns at the Natural Area, in accordance with the Management Plan.

53. The Town shall review any draft revisions to the Management Plan, shall timely provide comments, if any, to the County, and shall comply with the Management Plan.

54. The Town shall expeditiously review, through appropriate Town departments and boards, any engineering design plans that include the Natural Area and require approval by the Town. Notwithstanding the foregoing, such expedited review of design plans or applications in no way implies or ensures a favorable review of such plans or applications. The Town also agrees, where possible, to waive any fees required for construction or management activity permits issued by the Town for the Natural Area.

55. In reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the Natural Area, the Town shall consider the protection of the biological communities on the Natural Area and the potential for adverse impacts to the species present.

56. The Town shall identify a Town employee as the contact person to interact with the County in planning for and managing the Natural Area.

(The remainder of this page intentionally left blank)

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WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

BY: _____
Deputy Clerk

DATE: _____

(SEAL)

BY: _____
Addie L. Greene, Chairperson

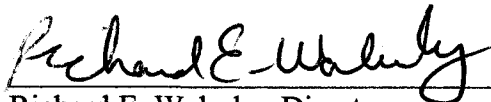
DATE: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

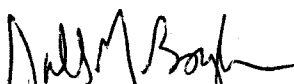
DATE: _____

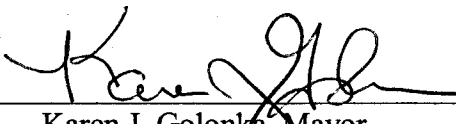
APPROVED AS TO TERMS AND
CONDITIONS:


Richard E. Walesky, Director
Palm Beach County Dept. of
Environmental Resources Management

ATTEST:

TOWN OF JUPITER, FLORIDA, BY ITS
COUNCIL

BY: 
Sally M. Boylan, Town Clerk

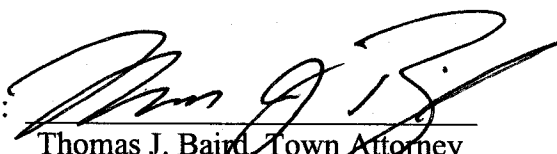
BY: 
Karen J. Golonka, Mayor

DATE: 2/21/08
(SEAL)

DATE: 2/20/08



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: 
Thomas J. Baird, Town Attorney

DATE: February 21, 2008

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OAL8102

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

LEASE AGREEMENT
JUPITER RIDGE NATURAL AREA

Lease No. 4004

THIS LEASE AGREEMENT, made and entered into this 15th day
of June 1994, by and between the BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
hereinafter referred to as "LESSOR," and PALM BEACH COUNTY,
hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and
agreements hereinafter contained, does hereby lease to said
LESSEE, the lands described in paragraph 2 below, together with
the improvements thereon, and subject to the following terms and
conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities
and obligations herein shall be exercised by the Division of
State Lands, Department of Environmental Protection
2. DESCRIPTION OF PREMISES: The property subject to this
lease, is situated in the County of Palm Beach, State of Florida
and is more particularly described in Exhibit "A" attached hereto
and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of
fifty years commencing on June 15, 1994 and
ending on June 14, 2044, unless sooner
terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only
for the conservation and protection of natural and historical
resources and for resource based public outdoor recreation which
is compatible with the conservation and protection of these
public lands, as set forth in subsection 253.023(11), Florida
Statutes, along with other related uses necessary for the
accomplishment of this purpose as designated in the Management
Plan required by paragraph 8 of this lease.

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5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved.

LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of

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acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five (5) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements granted subsequent to the date of this lease including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000.00 per occurrence and \$200,000.00 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Land Management Services, Mail Station #130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: 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

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provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON DISCRIMINATION: 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 leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any

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reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection
Division of State Lands
Bureau of Land Management Services
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

LESSEE: Richard Walesky, Director
Palm Beach County Department of Environmental
Resources Management
3111 South Dixie Highway, Suite 146
West Palm Beach, Florida 33405

COPY TO: Palm Beach County Attorney's Office
Governmental Center
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Attn: Heidi Juhl, Esq.

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event

LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (A) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (B) Lessee shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Florida Statutes, Chapter 376 and Chapter 403 and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, 23 decontamination, remediation, restoration and monitoring of (1)

the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE's obligations regarding indemnification and payment of costs and fees as set forth in Paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting period of the applicable agency.

27. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release

shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements do not meet all conditions as set forth in paragraphs 19 and 36 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

28. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

29. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages

or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUMMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. DUPLICATE ORIGINALS: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, meeting all building and safety codes in the location situated, maintaining the

planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection and enhancement of the natural and historical resources within the leased premises and with the approved Management Plan.

37. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. SIGNS: LESSEE shall ensure that the area is identified as being publicly owned and operated as a public outdoor recreational facility in all signs, literature and advertising and shall erect signs identifying the leased premises as being open to the public. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE shall erect signs identifying the leased premises as a federally assisted project.

39. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

Gloria Maddox
Witness
Gloria Maddox
Print/Type Witness Name
Odessa Hunter
Witness
Odessa Hunter
Print/Type Witness Name

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

By: [Signature] (SEAL)
CHIEF, BUREAU OF LAND
MANAGEMENT SERVICES,
DIVISION OF STATE LANDS
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

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STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th day of June, 1994, by Daniel T. Crabb, Chief, Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, who is personally known to me and who did not take an oath.



SYLVIA Y. SCOTT
MY COMMISSION # CC295550 EXPIRES
July 25, 1997
BONDED THRU TROY FARM INSURANCE, INC.

Sylvia Y. Scott
Notary Public, State of Florida

Print/Type Notary Name

Commission Number: CC295550

My Commission Expires: July 25, 1997

Approved as to Form and Legality

By: [Signature]
DEP Attorney

BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA

By: Mary McCarty (SEAL)

Its: Chair

R94-604th D MAY 17 1994

Approved as to Form and Legal
Sufficiency

By: [Signature]
County Attorney

DOROTHY H. WILKEN, CLERK

Board of County Commissioners

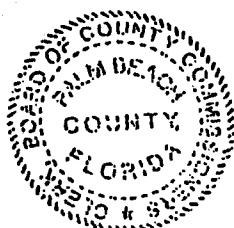
By: [Signature]

DEPUTY CLERK

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of May, 1994, by Mary McCarty, Board of County Commissioners of Palm Beach County, Florida, who is/are personally known to me and who did (did not) take an oath.

(SEAL)



Willa Oswalt
Notary Public, State of Florida

Print/Type Notary Name

Commission Number: 364437

My Commission Expires:

WILLA OSWALT
COMMISSION # CC364437
EXPIRES MAY 8, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

PARCEL I

LANDS LYING IN PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

GOVERNMENT LOTS 6, 7, AND 8 IN SECTION 7, TOWNSHIP 41 SOUTH, RANGE 43 EAST; THE SOUTH 889.40 FEET OF GOVERNMENT LOT 8 AND ALL OF GOVERNMENT LOTS 9, 11, 12, 13, 14 AND 15 IN SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST; GOVERNMENT LOTS 3, 4, 9 AND 10 IN SECTION 17, TOWNSHIP 41 SOUTH, RANGE 43 EAST; AND GOVERNMENT LOTS 3 AND 4 IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 43 EAST; AS SAID GOVERNMENT LOTS ARE SHOWN ON SUPPLEMENTAL PLAT OF A PORTION OF TOWNSHIP 41 SOUTH, RANGE 43 EAST, APPROVED BY THE U.S. SURVEYOR GENERAL FOR FLORIDA ON MARCH 14, 1925.

LESS THE RIGHT-OF-WAY OF STATE ROAD 5, ALSO KNOWN AS U.S. HIGHWAY 1, AS CONVEYED TO THE STATE OF FLORIDA IN DEED BOOK 1116, PAGE 256, AND AS LAID OUT AND IN USE; AND

FURTHER LESS THAT PART OF SAID GOVERNMENT LOT 9 LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 5; AND

FURTHER LESS ANY PORTION OF ABOVE DESCRIBED LANDS LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON PLAT IN PLAT BOOK 17, PAGES 4 AND 5; AND

FURTHER LESS THE NORTH 250 FEET OF THE WEST 310 FEET OF GOVERNMENT LOT 3 OF SECTION 17, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

PARCEL II

THAT PART OF SECTIONS 7 AND 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE EAST BY THE WESTERLY LINES OF GOVERNMENT LOTS 11 AND 12 OF SAID SECTION 8; ON THE SOUTH BY THE NORTHERLY LINE OF GOVERNMENT LOT 7, IN SAID SECTION 7; ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON PLAT IN PLAT BOOK 17, PAGE 4; AND ON THE NORTH BY THE SOUTH LINE OF THOSE LANDS IN SAID SECTION 7 DESCRIBED IN FINAL JUDGEMENT IN FAVOR OF PALM BEACH COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2157, PAGE 1952, SAID NORTH LINE BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT STAMPED ICW AND BEING A POINT ON THE SOUTH END OF BULKHEAD NO. 5 ACCORDING TO PLAT BOOK 28, PAGES 134 THROUGH 142 INCLUSIVE AND THE EAST RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY ACCORDING TO PLAT BOOK 17, PAGE 4 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $11^{\circ}25'06''$ EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1105.90 FEET TO A CONCRETE MONUMENT STAMPED ICW AS SHOWN ON SAID PLAT AND BEING THE WEST END OF THE HEREIN DESCRIBED NORTH LINE; THENCE SOUTH $85^{\circ}47'45''$ EAST, A DISTANCE OF 258.90 FEET TO A POINT ON THE WESTERLY LINE (ALSO THE MOST NORTHERLY CORNER) OF SAID GOVERNMENT LOT 11 AND BEING THE EAST END OF THE HEREIN DESCRIBED NORTH LINE.

LESS GOVERNMENT LOTS 6 AND 8 IN SAID SECTION 7 AND GOVERNMENT LOTS 13, 14 AND 15 IN SAID SECTION 8, AS SAID LOTS ARE SHOWN ON SUPPLEMENTAL PLAT OF A PORTION OF TOWNSHIP 41 SOUTH, RANGE 43 EAST, APPROVED BY THE U.S. SURVEYOR GENERAL FOR FLORIDA ON MARCH 14, 1925.

ATL8101

R96 444 D

APR 02 1996

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NO. 1 TO LEASE NUMBER 4004
JUPITER RIDGE NATURAL AREA

THIS LEASE AMENDMENT is entered into this 6th day of
May 1996, by and between the BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA,
hereinafter referred to as "LESSOR", and PALM BEACH COUNTY,
FLORIDA, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida
Statutes, holds title to certain lands and property for the use
and benefit of the State of Florida; and

WHEREAS, on June 15, 1994, LESSOR and LESSEE entered into
Lease No. 4004;

WHEREAS, LESSOR and LESSEE desire to amend the lease to add
land to the leased property;

NOW THEREFORE, in consideration of the mutual covenants and
agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth
in Exhibit A of Lease No. 4004 is hereby amended to include the
real property described in Exhibit "A", a copy of which is
attached hereto and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that
in each and every respect the terms of the Lease No. 4004 except
as amended hereby, shall remain unchanged and in full force and

effect and the same are hereby ratified, approved and confirmed
by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease
Amendment to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Tara Hayes
Witness

Tara Hayes
Printed or Typed Name

Tara Hayes
Witness

Tara Hayes
Printed or Typed Name

By: Daniel T. Crabb (SEAL)
CHIEF, BUREAU OF LAND
MANAGEMENT SERVICES, DIVISION
OF STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

3rd The foregoing instrument was acknowledged before me this
day of May 1996 by Daniel T. Crabb, as Chief,
Bureau of Land Management Services, Division of State Lands,
Department of Environmental Protection, as agent for and on
behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida, who is personally known to me.

(SEAL)



Gloria H. Phadon
Notary Public, State of Florida
Printed, typed or stamped name:
Gloria H. Phadon

Commission No. _____

My Commission Expires: _____

Approved as to Form and Legality

By: Larry Kim
DEP Attorney

BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY

Joan Haverly
Witness

Joan Haverly
Printed or Typed Name

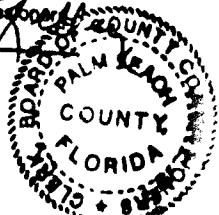
April C. Smith
Witness

APRIL C. SMITH
Printed or Typed Name

By: [Signature] (SEAL)
Its: CHAIR APR 02 1996

R96 444 D
"LESSEE"

DOROTHY M. WILKEN, CLERK
Board of County Commissioners
By: [Signature]
DEPUTY CLERK



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this
2nd day of April 1996 by Ken Foster
as Chairman, for and on behalf of the Board of County
Commissioners of Palm Beach County, Florida. He/she is personally
known to me.

My Commission Expires:



[Signature]
Notary Public, State of Florida
Printed, typed or stamped name:

Commission No. _____

My Commission Expires:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
COUNTY ATTORNEY

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JUL-12-1995 3:21 PM 95-219799
ORB 8828 Pg 1629

COUNTY DEED

THIS DEED, made this 5th day of July, A.D. 1995, by PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, Grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, located at c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, FL, 32399-3000, Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

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

Together with all of the Grantor's interest relating to timber rights, water rights, mineral and oil/gas rights; streams, canals, ditches and other water bodies; alleys, roads, streets and easements included within the above-described lands or providing access to the above-described lands.

NOTE: The Grantee, by acceptance of this deed, intends that all reservations in favor of the Grantee in prior deeds of record be merged in the fee simple title vested in Grantee and thereby extinguished by this conveyance.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:
DOROTHY H. WILKEN

By: Lina M. Blair
Deputy Clerk
P.O. Box 1989
West Palm Beach, FL 33402-1989

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Isabel J. Hall
County Attorney
P.O. Box 989
West Palm Beach, FL 33402-989

BOOK 1865 PAGE 188

R94 50 -D

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Chairperson
P.O. Box 1989
West Palm Beach, FL 33402-1989

APPROVED BY BOARD OF COUNTY
COMMISSIONERS, PALM BEACH
COUNTY, ON JANUARY 18, 1994 BY
RESOLUTION NO. R-94-50

By: Michael Hall
Assistant County Attorney
P.O. Box 1969
West Palm Beach, FL 33402-1989

R96

444 D

33

066 8828 Pg 1630

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT PART OF GOVERNMENT LOT 7, LYING WEST OF THE RIGHT-OF-WAY OF STATE ROAD NO. 5 AND ALL THAT PART OF GOVERNMENT LOT 8, LYING WEST OF THE RIGHT-OF-WAY OF SAID STATE ROAD NO. 5 AND LYING NORTH OF THE SOUTH 889.40 FEET THEREOF, SAID LOTS BEING SITUATED IN SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

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BOOK 1865 PAGE 189

R96

444D

ATL1

R98 1241D AUG 18 1998

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER 2 TO LEASE NUMBER 4004

THIS LEASE AMENDMENT is entered into this 30th day of September, 1998, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and PALM BEACH COUNTY, FLORIDA, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 15, 1994, LESSOR and LESSEE entered into Lease Number 4004; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add submerged lands to the leased property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4004 is hereby amended to include the submerged lands described in Exhibit "A," attached hereto, and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 4004 except as amended shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

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IN WITNESS WHEREOF, the parties have caused this Lease

Amendment to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

By: *Daniel T. Crabb* (SEAL)
DANIEL T. CRABB, CHIEF,
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION
OF STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

Patricia Toloday
Witness

PATRICIA TOLODAY
Print/Type Witness Name

Deidre Mordice
Witness

Deidre Mordice
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON ;

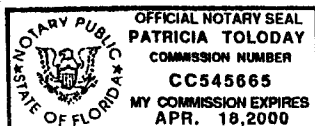
The foregoing instrument was acknowledged before me this 30th
day of September, 1998, by Daniel T. Crabb, as Chief, Bureau
of Public Land Administration, Division of State Lands, Florida
Department of Environmental Protection, as agent for and on behalf of
the Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida. He is personally known to me.

Patricia Toloday
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: *Sam H. Hani*
DEP Attorney

PALM BEACH COUNTY, FLORIDA
By Its Board of County
Commissioners

AUG 18 1998

By: Burt Aaronson (SEAL)

Chairman Burt Aaronson

BURT AARONSON
Print/Type Name

Title: _____

Carla Valcarcel
Witness

Carla Valcarcel
Print/Type Witness Name

Stephanie Carrillo
Witness

STEPHANIE CARRILLO
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

"LESSEE"

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

R98 1241D v

Heidi Gahl
County Attorney

The foregoing instrument was acknowledged before me this
day of AUG 18 1998, 1998, by Burt Aaronson,
as Chairman, for and on behalf of the Board of County Commissioners of
Palm Beach County, Florida. He/she is personally known to me.

Willie Oswald
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA
Willie Oswald
Commission # CC 729238
Expires May 6, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

DOROTHY H. WILKEN, CLERK
Board of County Commissioners
By Dorothy H. Wilken
DEPUTY CLERK

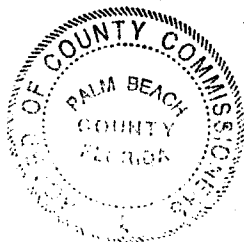


EXHIBIT A
LEGAL DESCRIPTION

SECTION 7, TOWNSHIP 41 SOUTH, RANGE 43 EAST, THAT PART OF SUBMERGED LANDS IN GOVERNMENT LOT 1 LYING WESTERLY OF MEANDER HIGH WATER LINE OF JUPITER RIVER (LESS R/W INTRACOASTAL WATERWAY) & TRIANGLE PART OF WESTERLY 12.63 FEET NORTH OF 329.69 OF THAT PART OF GOVERNMENT LOT 3 SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST LYING WESTERLY OF MEANDER HIGH WATER LINE OF JUPITER RIVER.

"GRANTOR PROPERTY"

A PARCEL OF LAND LYING IN THE SOUTH 549.10 FEET OF
GOVERNMENT LOT 3, SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF SAID
GOVERNMENT LOT 3 AND THE WESTERLY RIGHT-OF-WAY LINE OF
STATE ROAD NO. 5 (U. S. HIGHWAY ONE) AS RECORDED IN ROAD
PLAT 2, PAGE 110, PUBLIC RECORDS OF PALM BEACH COUNTY,
FLORIDA; THENCE N89°06'33"W ALONG SAID SOUTH LINE OF GOVERNMENT
LOT 3 (BEARING BASIS), 31.69 FEET ; THENCE N22°53'15"W, 60.28
FEET; THENCE N89°06'33"W, 232.94 FEET; THENCE N28°15'11"W,
126.53 FEET; THENCE N22°53'15"W, 234.52 FEET; THENCE N02°57'48"W,
123.19 FEET; THENCE N45°00'00"W, 25.70 FEET; THENCE N89°06'33"W,
49.23 FEET TO THE INTERSECTION WITH THE GOVERNMENT MEANDER LINE
(AS SURVEYED IN 1855); THENCE N16°08'47"W ALONG SAID MEANDER
LINE, 29.29 FEET TO THE INTERSECTION WITH THE NORTH LINE OF
THE SOUTH 549.10 FEET OF SAID GOVERNMENT LOT 3;
THENCE S89°06'33"E ALONG SAID NORTH LINE, 98.23 FEET;
THENCE S02°57'48"E, 163.11 FEET; THENCE S22°53'15"E, 228.96
FEET; THENCE S28°15'11"E, 100.84 FEET; THENCE S60°50'25"E,
18.15 FEET; THENCE S89°06'33"E, 227.74 FEET TO THE INTERSECTION
WITH SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5;
THENCE S22°53'15"E ALONG SAID WEST RIGHT-OF-WAY LINE, 87.60
FEET TO THE POINT OF BEGINNING.

CONTAINING 23,113 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION OF JUPITER RIDGE NATURAL AREA

PROPERTIES LEASED FROM THE STATE OF FLORIDA

PARCEL I

LANDS LYING IN PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

GOVERNMENT LOTS 6, 7, AND 8 IN SECTION 7, TOWNSHIP 41 SOUTH, RANGE 43 EAST; THE SOUTH 889.40 FEET OF GOVERNMENT LOT 8 AND ALL OF GOVERNMENT LOTS 9, 11, 12, 13, 14 AND 15 IN SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST; GOVERNMENT LOTS 3, 4, 9 AND 10 IN SECTION 17, TOWNSHIP 41 SOUTH, RANGE 43 EAST; AND GOVERNMENT LOTS 3 AND 4 IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 43 EAST; AS SAID GOVERNMENT LOTS ARE SHOWN ON SUPPLEMENTAL PLAT OF A PORTION OF TOWNSHIP 41 SOUTH, RANGE 43 EAST, APPROVED BY THE U.S. SURVEYOR GENERAL FOR FLORIDA ON MARCH 14, 1925.

LESS THE RIGHT-OF-WAY OF STATE ROAD 5, ALSO KNOWN AS U.S. HIGHWAY 1, AS CONVEYED TO THE STATE OF FLORIDA IN DEED BOOK 1116, PAGE 256, AND AS LAID OUT AND IN USE; AND

FURTHER LESS THAT PART OF SAID GOVERNMENT LOT 9 LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 5; AND

FURTHER LESS ANY PORTION OF ABOVE DESCRIBED LANDS LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON PLAT IN PLAT BOOK 17, PAGES 4 AND 5; AND

FURTHER LESS THE NORTH 250 FEET OF THE WEST 310 FEET OF GOVERNMENT LOT 3 OF SECTION 17, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

PARCEL II

THAT PART OF SECTIONS 7 AND 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE EAST BY THE WESTERLY LINES OF GOVERNMENT LOTS 11 AND 12 OF SAID SECTION 8; ON THE SOUTH BY THE NORTHERLY LINE OF GOVERNMENT LOT 7 IN SAID SECTION 7; ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON PLAT IN PLAT BOOK 17, PAGE 4; AND ON THE NORTH BY THE SOUTH LINE OF THOSE LANDS IN SAID SECTION 7 DESCRIBED IN FINAL JUDGEMENT IN FAVOR OF PALM BEACH

COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2157, PAGE 1952, SAID NORTH LINE BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT STAMPED ICW AND BEING A POINT ON THE SOUTH END OF BULKHEAD NO. 5 ACCORDING TO PLAT BOOK 28, PAGES 134 THROUGH 142 INCLUSIVE AND THE EAST RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY ACCORDING TO PLAT BOOK 17, PAGE 4 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH $11^{\circ}25'06''$ EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1105.90 FEET TO A CONCRETE MONUMENT STAMPED ICW AS SHOWN ON SAID PLAT AND BEING THE WEST END OF THE HEREIN DESCRIBED NORTH LINE; THENCE SOUTH $85^{\circ}47'45''$ EAST, A DISTANCE OF 258.90 FEET TO A POINT ON THE WESTERLY LINE (ALSO THE MOST NORTHERLY CORNER) OF SAID GOVERNMENT LOT 11 AND BEING THE EAST END OF THE HEREIN DESCRIBED NORTH LINE.

LESS GOVERNMENT LOTS 6 AND 8 IN SAID SECTION 7 AND GOVERNMENT LOTS 13, 14, AND 15 IN SAID SECTION 8, AS SAID LOTS ARE SHOWN ON SUPPLEMENTAL PLAT OF A PORTION OF TOWNSHIP 41 SOUTH, RANGE 43 EAST, APPROVED BY THE U.S. SURVEYOR GENERAL FOR FLORIDA ON MARCH 14, 1925.

ABOVE DESCRIBED PARCEL II IS ALSO KNOWN AS THAT PORTION OF MAINTENANCE SPOIL AREA 607, AS DESCRIBED IN GRANT RECORDED IN DEED BOOK 523, PAGE 340, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON PLAT IN PLAT BOOK 17, PAGE 4; LESS THAT PART ABUTTING ON GOVERNMENT LOT 1 IN SECTION 7, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

ALL THAT PART OF GOVERNMENT LOT 7, LYING WEST OF THE RIGHT-OF-WAY OF STATE ROAD NO. 5 AND ALL THAT PART OF GOVERNMENT LOT 8, LYING WEST OF THE RIGHT-OF-WAY OF SAID STATE ROAD NO. 5 AND LYING NORTH OF THE SOUTH 889.40 FEET THEREOF, SAID LOTS BEING SITUATED IN SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

SECTION 7, TOWNSHIP 41 SOUTH, RANGE 43 EAST, THAT PART OF SUBMERGED LANDS IN GOVERNMENT LOT 1 LYING WESTERLY OF MEANDER HIGH WATER LINE OF JUPITER RIVER (LESS R/W INTRACOASTAL WATERWAY) & TRIANGLE PART OF WESTERLY 12.63 FEET OF THE NORTHERLY 329.69 FEET OF THAT PART OF GOVERNMENT LOT 3 SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST LYING WESTERLY OF MEANDER HIGH WATER LINE OF JUPITER RIVER.

PROPERTIES NOT SUBJECT TO LEASE

THAT PART OF GOVERNMENT LOT 7 IN SECTION 7; GOVERNMENT LOT 10 IN SECTION 17 AND GOVERNMENT LOTS 3 AND 4 IN SECTION 18, ALL IN TOWNSHIP 41 SOUTH, RANGE 43 EAST, AS SAID GOVERNMENT LOTS ARE SHOWN ON

SUPPLEMENTAL PLAT OF A PORTION OF TOWNSHIP 41 SOUTH, RANGE 43 EAST, APPROVED BY THE U.S. SURVEYOR GENERAL FOR FLORIDA ON MARCH 14, 1925, WHICH LIE EASTERLY OF THE CENTERLINE OF THE INTRACOASTAL WATERWAY AND WESTERLY OF THE EASTERLY RIGHT OF WAY LINE THEREOF, AS SAID CENTERLINE AND RIGHT OF WAY LINE ARE SHOWN ON PLAT IN PLAT BOOK 17, PAGES 4 AND 5.

7-41-43, S 40 FT OF N 1734.84 FT OF TH PT OF NE ¼ LYG ELY OF & ADJ THERETO E R/W LI OF INTRACOASTAL

A PARCEL OF LAND LYING WITHIN TRACT M-1, ACCORDING TO THE PLAT OF THE RIDGE AT THE BLUFFS, AS RECORDED IN PLAT BOOK 05, PAGES 47 THROUGH 58, IN AND FOR THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 431, ACCORDING TO THE PLAT OF THE RIDGE AT THE BLUFFS AFORESAID; (THE NORTHERLY LINE OF SAID LOT 431 IS ASSUMED TO BEAR NORTH 87°57'07" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO), THENCE NORTH 02°02'53" EAST, A DISTANCE OF 15.75 FEET TO A POINT; THENCE SOUTH 87°57' 07" EAST, PARALLEL WITH THE NORTHERLY LINE OF SEASHORE DRIVE, A DISTANCE OF 91.23 FEET TO A POINT; THENCE SOUTH 29°03'06" EAST, A DISTANCE OF 18.39 FEET TO A POINT; THENCE NORTH 87°57'07" WEST, ALONG SAID NORTHERLY LINE OF SEASHORE DRIVE, A DISTANCE OF 100.73 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND LYING IN THE SOUTH 549.10 FEET OF GOVERNMENT LOT 3, SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 3 AND THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY ONE) AS RECORDED IN ROAD PLAT 2, PAGE 110, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N89°06'33"W ALONG SAID SOUTH LINE OF GOVERNMENT LOT 3 (BEARING BASE), A DISTANCE OF 31.69 FEET TO THE POINT OF BEGINNING; THENCE N22°53'15"W ALONG A LINE 29.00 FEET WEST OF AND PARALLEL TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, 60.28 FEET; THENCE N89°06'33"W, 232.94 FEET; THENCE N28°15'11"W, 126.53 FEET; THENCE N22°53'15"W, 234.52 FEET; THENCE N02°57'48"W, 123.19 FEET; THENCE N45°00'00"W, 25.70 FEET; THENCE N89°06'33"W, 49.23 FEET TO THE INTERSECTION WITH THE GOVERNMENT MEANDER LINE (AS SURVEYED IN 1855); THENCE S16°08'47"E ALONG SAID MEANDER LINE, 545.02 FEET TO THE INTERSECTION WITH SAID SOUTH LINE OF GOVERNMENT LOT 3; THENCE S89°06'33"E ALONG SAID SOUTH LINE, 329.71 FEET TO THE POINT OF BEGINNING.



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Exhibit "D"

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

April 9, 2007

Mr. Richard Walesky, Director
Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743

ENV. RES. MGMT.
Env. Enh. & Restoration ☐
Natural Resources Stewardship ☒ *for*
Resources Protection ☐
Mosquito Control ☐
Finance & Support Services ☐
Director ☐
Deputy Director ☐
Other _____ ☐

Re: Jupiter Ridge Natural Area Lease #4004

Dear Mr. Walesky:

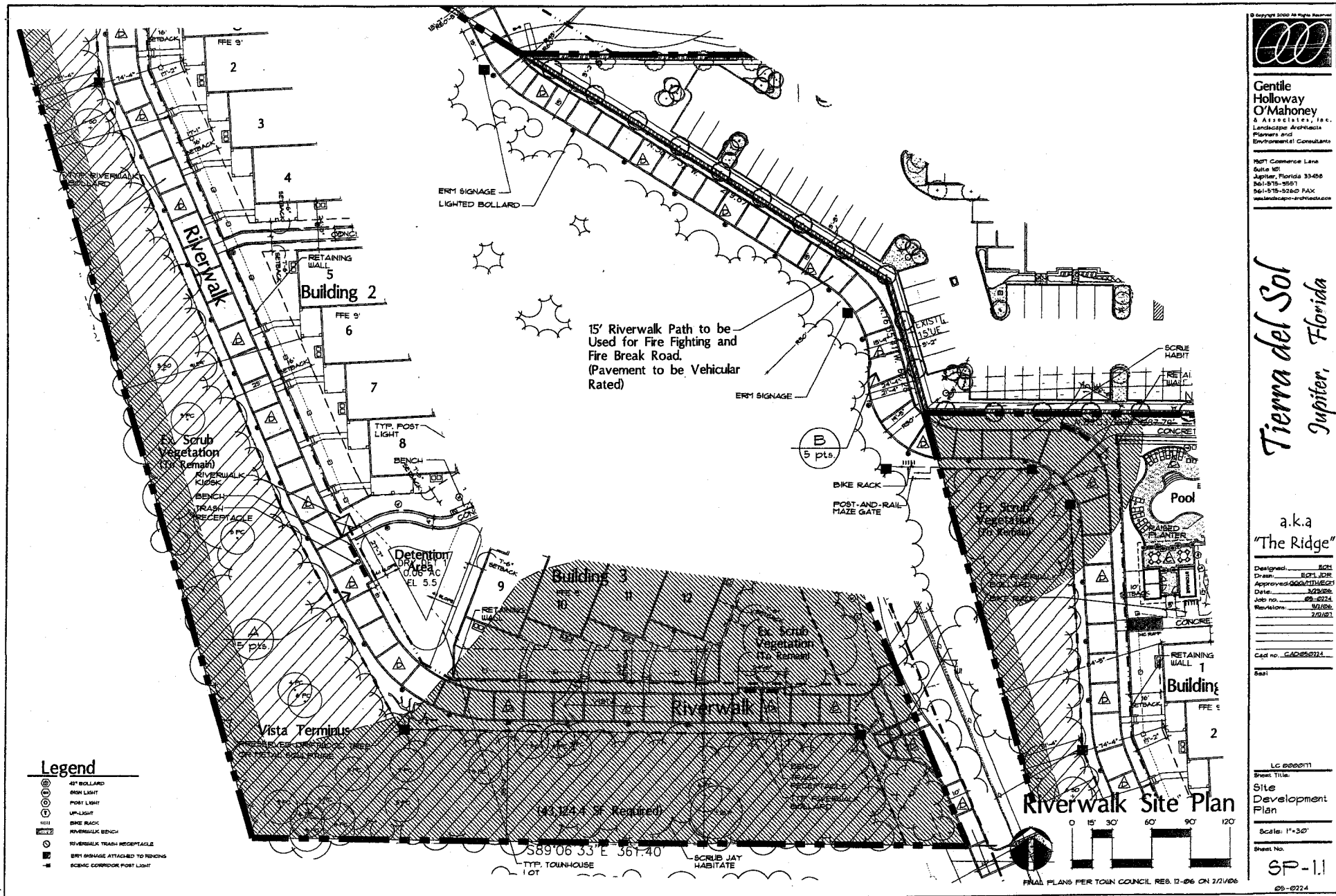
The Office of Environmental Services, acting as agent for the Board of Trustees of the Internal Improvement Trust Fund, approves the location and construction of the 300-foot long segment of the Jupiter Riverwalk on a portion of the Jupiter Ridge Natural Area.

Approval of this construction project does not waive the authority or jurisdiction of any governmental entity that may have an interest in this project. Implementation of any upland activities proposed by the management plan may require a permit or other authorization from federal and state agencies having regulatory jurisdiction over those particular activities. Pursuant to the conditions of your lease, please forward copies of all permits to this office upon issuance.

Sincerely,

Paula L. Allen
Office of Environmental Services
Division of State Lands
Department of Environmental Protection

RECEIVED
APR 11 2007
43



Gentle Holloway O'Mahoney & Associates, Inc.
Landscape Architects
Planners and Environmental Consultants

1801 Commerce Lane
Suite 101
Jupiter, Florida 33458
Tel: 575-9551
Tel: 575-9260 FAX
www.gentle-ohmahoney.com

Tierra del Sol
Jupiter, Florida

a.k.a
"The Ridge"

Designed: BGT
Drawn: BGT
Approved: BGT
Date: 3/2/06
Job No. 02-024
Revision: 1/1/06

Cap. No. CAD-024
Sheet

LC 0202011
Sheet Title
Site Development Plan
Scale: 1"=30'
Sheet No.
SP-11
02-024