

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

Meeting Date:	November 3, 2009	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Sovereignty Submerged Lands Lease Modification (No. 500012026) (R96-869D) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF) to reconfigure the existing 32 boat slip marina and reduce the lease term at Phil Foster Park.

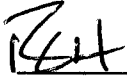
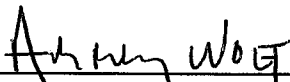


Summary: The County leases 38,654 square feet (.89 acres) of sovereign submerged lands from TIITF for a 32-slip docking facility at Phil Foster Park. This Lands Lease Modification allows for: i) the reconfiguration of the existing docking structure by removing and installing a new gangway and floating dock in a new location; ii) two of the thirty-two boat slips are to be used by a water taxi service and a commercial dive boat operation; and iii) reduces the term of the lease from ten (10) years to five (5) years. The two slips being used by the water taxi and dive boat decreases the percentage of slips available for public use below the 90% threshold established by the State. State regulations provide for a five (5) year maximum term for leases with public use being less than 90%. The reconfiguration of the boat slips will not change the leased area. This Lands Lease Modification requires a \$555.00 processing fee. The annual rent will remain the same at \$5,777.00. All lease fees, including any annual adjustments as may be required by State statutes, are budgeted by the Parks and Recreation Department under annual operating expenses for Phil Foster Park. **(PREM) District 1 (HJF)**

Background and Justification: On April 1, 1996, Atlantic Coastal Cruises, Inc. and the County executed a ten (10) year Submerged Lands Lease with TIITF to operate a docking facility for excursion vessels used in conjunction with a leased upland support facility. In March 2000, Atlantic Coastal Cruises, Inc. defaulted on the upland lease. On August 19, 2003 (R2003-1247), the Submerged Lands Lease was modified to allow a change in the use of the Phil Foster Park's existing excursion vessel dock to day use docking for jet skis, dinghies, water taxis and dive boats. On April 13, 2004 (R2004-0710), the Submerged Lands Lease was modified to increase the lease area to accommodate the proposed construction of a new multi-slip docking facility. On December 20, 2005 (R2005-2429), the Board approved a renewal of the Submerged Lands Lease; however, TIITF delayed execution of this lease renewal pending a change to Rule 18-21 of the Florida Administrative Code effective January 1, 2006. On April 4, 2006 (R2006-0592), the Submerged Lands Lease was renewed extending the expiration date through April 1, 2016, and authorized the County to construct and operate a 32-slip docking facility to be used for the mooring of recreational vessels and jet ski rentals used in conjunction with the upland public park.

* * continued on page 3 * *

Attachments:

1. Location Map
2. Sovereignty Submerged Lands Lease Modification (No. 500012026)
3. Budget Availability Statement

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$555.00</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$555.00</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 3038 Dept 581 Unit P613 Object 6505
Program _____

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

Lease payments for current and future years will be funded through the Parks annual operating budget for Phil Foster Park.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 10/22/09
OFMB *10/22/09 at 10/19/09 CN 10/16/09*

[Signature] 10/23/09
Contract Development and Control
Edwards 10/23/09

B. Legal Sufficiency:

[Signature] 10/26/09
Assistant County Attorney
*Agreement not signed by T EITF
at time of CAO review*

*This Modification complies
with our review requirements.*

C. Other Department Review:

Department Director

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

Background and Justification (cont'd): Modifications to the existing docking facility are being made and will be completed in two (2) phases. FDEP permits for the dock improvements require that the Submerged Lands Lease be modified to reflect each phase before construction can begin. Phase 1 dock improvements (west docks) include the installation of permanent docks with marine lifts to be used exclusively by the PBSO Marine Unit. On June 16, 2009 (R2009-0959), the Submerged Lands Lease was modified to reconfigure the 32 boat slip marina to accommodate the PBSO Marine Unit's patrol boats and decreased the lease area. Phase 1 is currently under construction. Phase 2 dock improvements (east dock) includes a floating dock to be used by a water taxi service and a dive boat operation and requires an additional modification to the Submerged Lands Lease to provide for the added use. The current lease term is for ten (10) years. However, as a result of the proposed dock use, the slips available to the public on a first-come, first-served basis falls below the State's 90% use requirement since more than 10% of the existing slips are dedicated to other entities other than public. Therefore, the lease term is reduced to five (5) years. The relocation of the existing Park's floating dock is necessary to accommodate the new docks for the water taxi service and the dive boat operation. Construction for the floating dock is expected to commence in November 2009.

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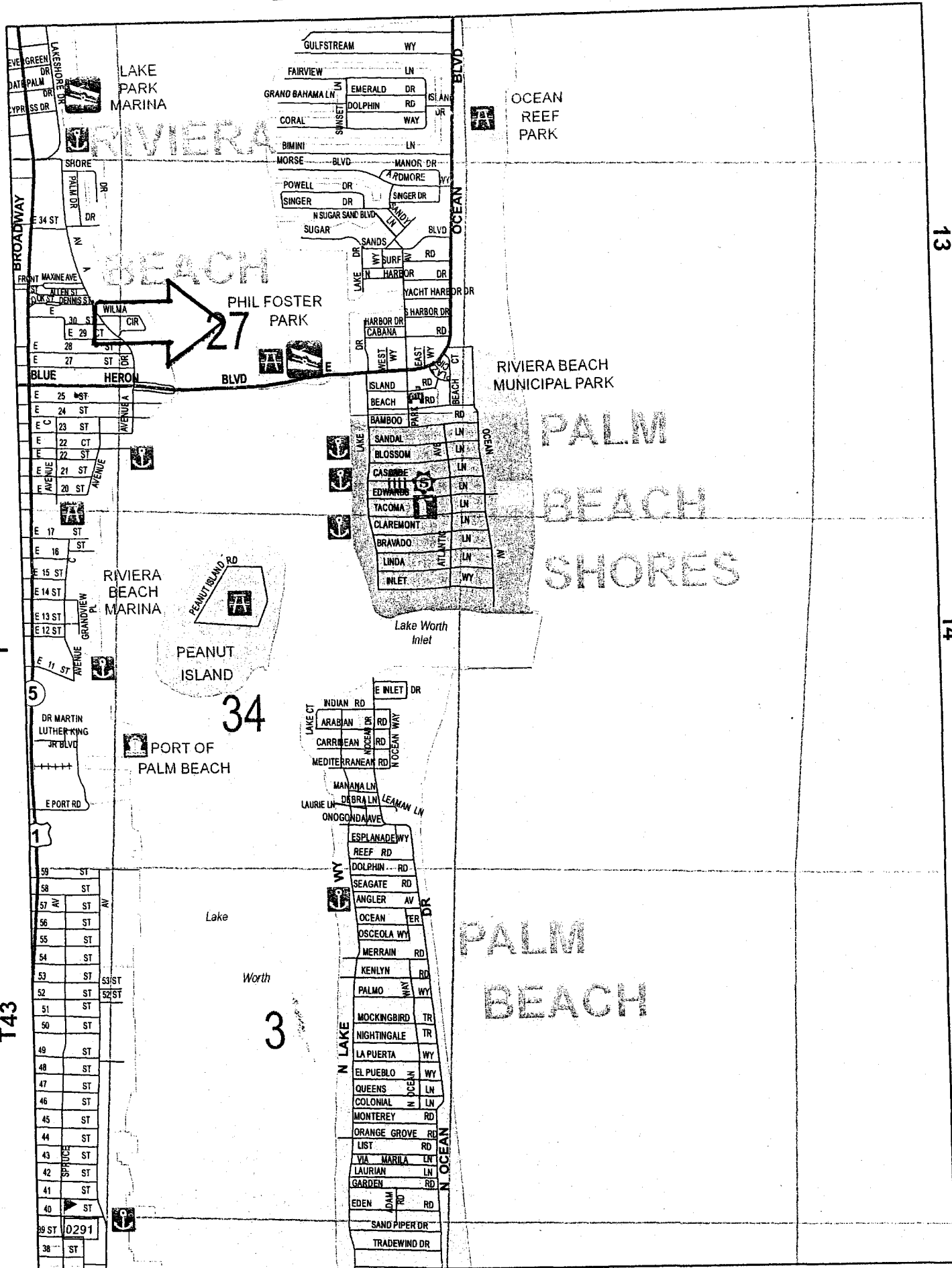
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T43



This Instrument Prepared By:
Taurean J. Lewis
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE
MODIFICATION TO TO RE-CONFIGURE WITHIN LEASE AREA
TO REDUCE TERM AND CHANGE DESCRIPTION OF USE

No. 500012026
PA No. 50-0206971-008

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

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

A parcel of sovereignty submerged land in Section 27, Township 42 South, Range 43 East, in Lake Worth, Palm Beach County, containing 38,654 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 25, 2009.

TO HAVE THE USE OF the hereinabove described premises from August 28, 2009, the effective date of this modified lease, through April 1, 2011, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 32-slip docking facility exclusively to be used for mooring of recreational vessels, personal water craft rentals, law enforcement marine unit vessels, a water taxi service, and for a private dive boat operation in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever entity has jurisdiction, and without liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit Modification No. 50-0206971-008, dated August 28, 2009, and Permit Modification No. 50-0206971-007, dated April 16, 2009, Consolidated Environmental Resource Permit No. 50-0206971-002 dated February 18, 2009, and Permit No. 50-0206971-001, dated July 10, 2003, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES. The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$5,777.03, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

[02]

ATTACHMENT # 2

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(28), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

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

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

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

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

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

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

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS. The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

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

PALM BEACH COUNTY, FLORIDA
Park & Recreation Department
2700 6th Avenue South
Lake Worth, Florida 33461

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

14. TAXES AND ASSESSMENTS. The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

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

16. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

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

18. ENFORCEMENT OF PROVISIONS. No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

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

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

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

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

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

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

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

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

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

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

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

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

31. SPECIAL LEASE CONDITION: During the term of this lease and all subsequent renewal periods, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 50-0206971-002, dated February 18, 2004.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY:

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the State
of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Notary Public, State of Florida

DEP Attorney

Printed, Typed or Stamped Name

My Commission Expires.

Commission/Serial No. _____

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

Palm Beach County, Florida

(SEAL)

By its Board of County Commissioners

BY:

Original Signature of Executing Authority

John F. Koons

Typed/Printed Name of Executing Authority

Chairman

Title of Executing Authority

"LESSEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by John
F. Koons, as Chairman, for and on behalf of the Board of County Commissioners of Palm Beach County, Florida. He is
personally known to me or who has produced _____, as identification.

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: _____

Assistant County Attorney

By: Keith Anthony White

Department Director

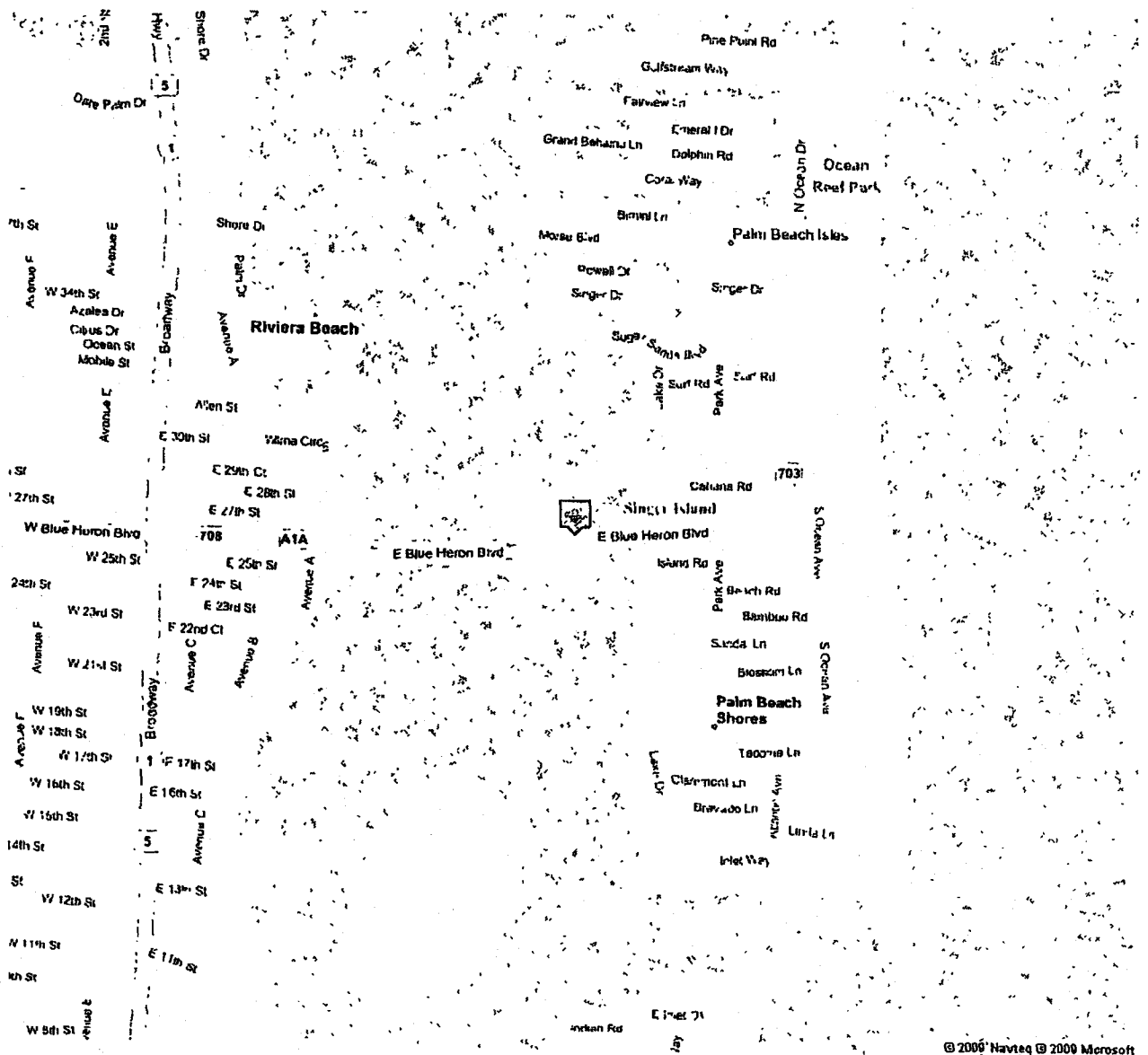
Section: 27

Township: 42 South

Range: 43 East



Facility Address: 900 East Blue Heron Blvd., Riviera Beach, Florida 33404



SOVEREIGNTY SUBMERGED LANDS LEASE FOR PHIL FOSTER PARK
SECTION 27 - TOWNSHIP 42 SOUTH - RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA


LEGAL DESCRIPTION:

A PARCEL OF SUBMERGED LAND LYING IN BODY OF WATER KNOWN AS LAKE WORTH, IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 88°33'53" WEST ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 224.79 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD NO. 703 (A-1-A); THENCE SOUTH 02°10'46" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 2996.05 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. A-1-A (BLUE HERON BOULEVARD), AS SHOWN ON THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SECTION 93080-2506); THENCE SOUTH 87°13'15" WEST ALONG SAID CENTERLINE, A DISTANCE OF 2154.65 FEET; THENCE NORTH 02°46'45" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 550.00 FEET; THENCE SOUTH 87°13'15" WEST, A DISTANCE OF 328.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°46'45" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 87°13'15" WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 02°46'45" WEST, A DISTANCE OF 43.00 FEET; THENCE SOUTH 87°13'15" WEST, A DISTANCE OF 105.50 FEET; THENCE SOUTH 02°46'45" EAST, A DISTANCE OF 63.50 FEET; THENCE NORTH 87°13'15" EAST, A DISTANCE OF 15.50 FEET; THENCE SOUTH 02°46'45" EAST, A DISTANCE OF 109.50 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE, NORTH 87°13'15" EAST, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

TOTAL AREA CONTAINS 38,654 SQUARE FEET.

LEGAL DESCRIPTION

 LIDBERG LAND SURVEYING, INC. LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454	CAD K:\UST\274243\06-144-102A\06-144-102A.DGN		
	REF		
	FLD	FB PG	JOB 06-144-102A
	OFF CASASUS		DATE MARCH 25, 2009
	CKD DCL	SHEET 3 OF 8	DWG A06-144C

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SOVEREIGNTY SUBMERGED LANDS LEASE FOR PHIL FOSTER PARK
SECTION 27 - TOWNSHIP 42 SOUTH - RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

SURVEYOR'S REPORT:

1. THIS IS A SUBMERGED LANDS LEASE TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 61G17-6.002(8), FLORIDA ADMINISTRATIVE CODE. THE PURPOSE OF THIS SURVEY IS FOR A SUBMERGED LANDS LEASE THAT CONFORMS TO THE SLERP PROCEDURES MANUAL - SLER 0950.
2. SURVEY BASED ON THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, SOVEREIGNTY SUBMERGED LANDS LEASE NO. 500012026, RECORDED IN OFFICIAL RECORD BOOK 20481, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. TOTAL AREA = 0.89 ACRES OR 38,654 SQUARE FEET, MORE OR LESS.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 27, TOWNSHIP 42 SOUTH, RANGE 43 EAST, SAID LINE BEARS NORTH 88°33'53" WEST.
5. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND ARE RELATIVE TO RECOVERED PALM BEACH COUNTY BENCH MARK "S-309 RESET" HAVING A PUBLISHED ELEVATION OF 11.558.
6. COORDINATES SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC SURVEY: STATE PLANE TRANSVERSE MERCATOR PROJECTION; FLORIDA EAST ZONE; NORTH AMERICAN DATUM OF 1983; 1990 ADJUSTMENT (NAD83/90).
7. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. EASEMENTS AND/OR RESTRICTIONS SHOWN HEREON ARE BASED ON CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT FILE NO. 2809006 & 2809007; EFFECTIVE DATE: 9/1/2008 AT 8:00 A.M.
8. THE EXPECTED USE OF THE SUBJECT PROPERTY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6.003, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
9. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.

CERTIFIED TO:

AECOM WATER

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.

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

10. © COPYRIGHT 2009 BY LIDBERG LAND SURVEYING, INC. THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

LIDBERG LAND SURVEYING, INC.

DATE OF SURVEY: DECEMBER 18, 2008

BY:

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

07/20/09 ADD SHEET 8 WITH SLIP NUMBERS 06-144-4108 R J W
06/11/09 REVISED PROPOSED DOCKS 06-144-410A L J C

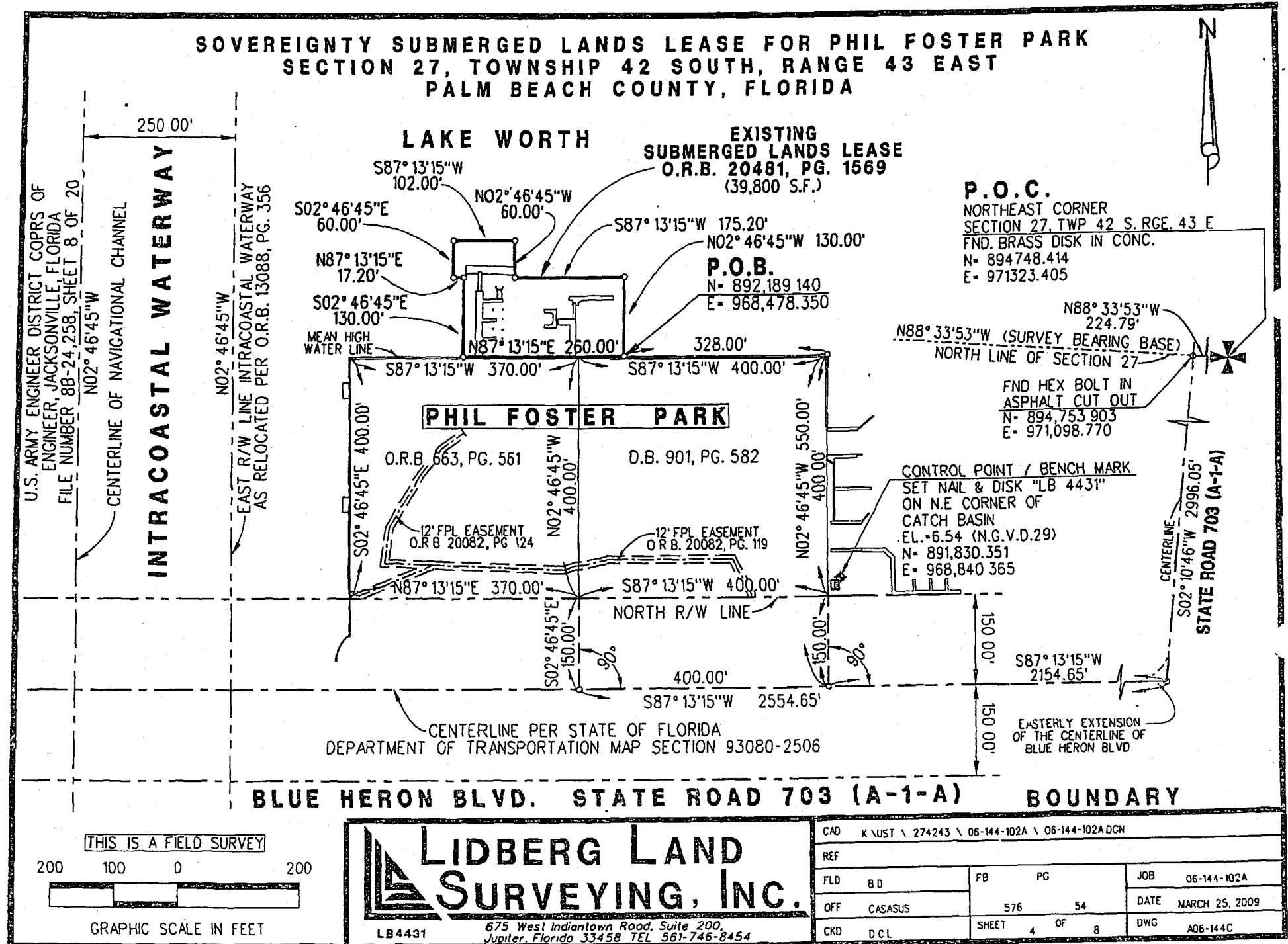
**LIDBERG LAND
SURVEYING, Inc.**

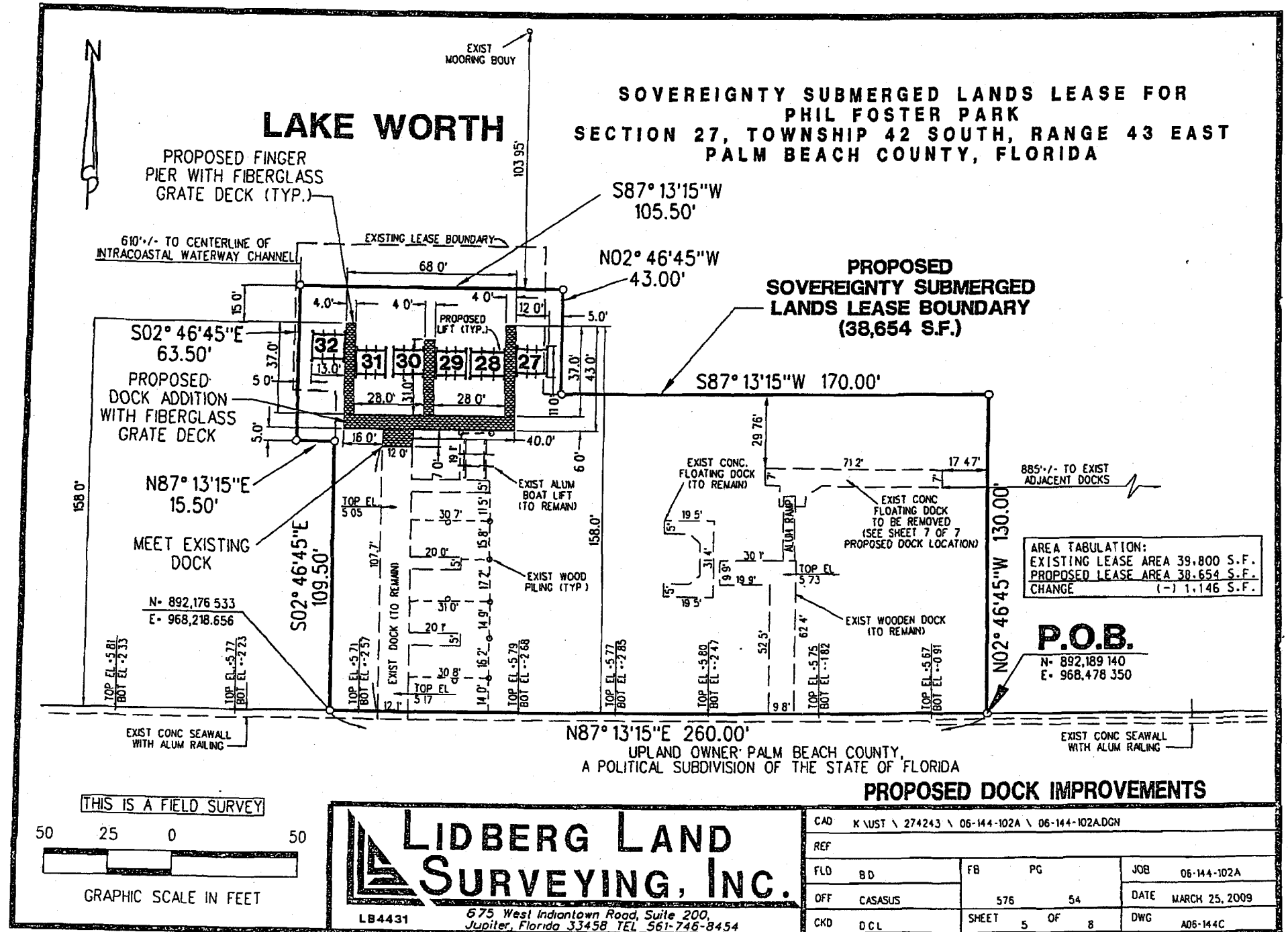
LB4431

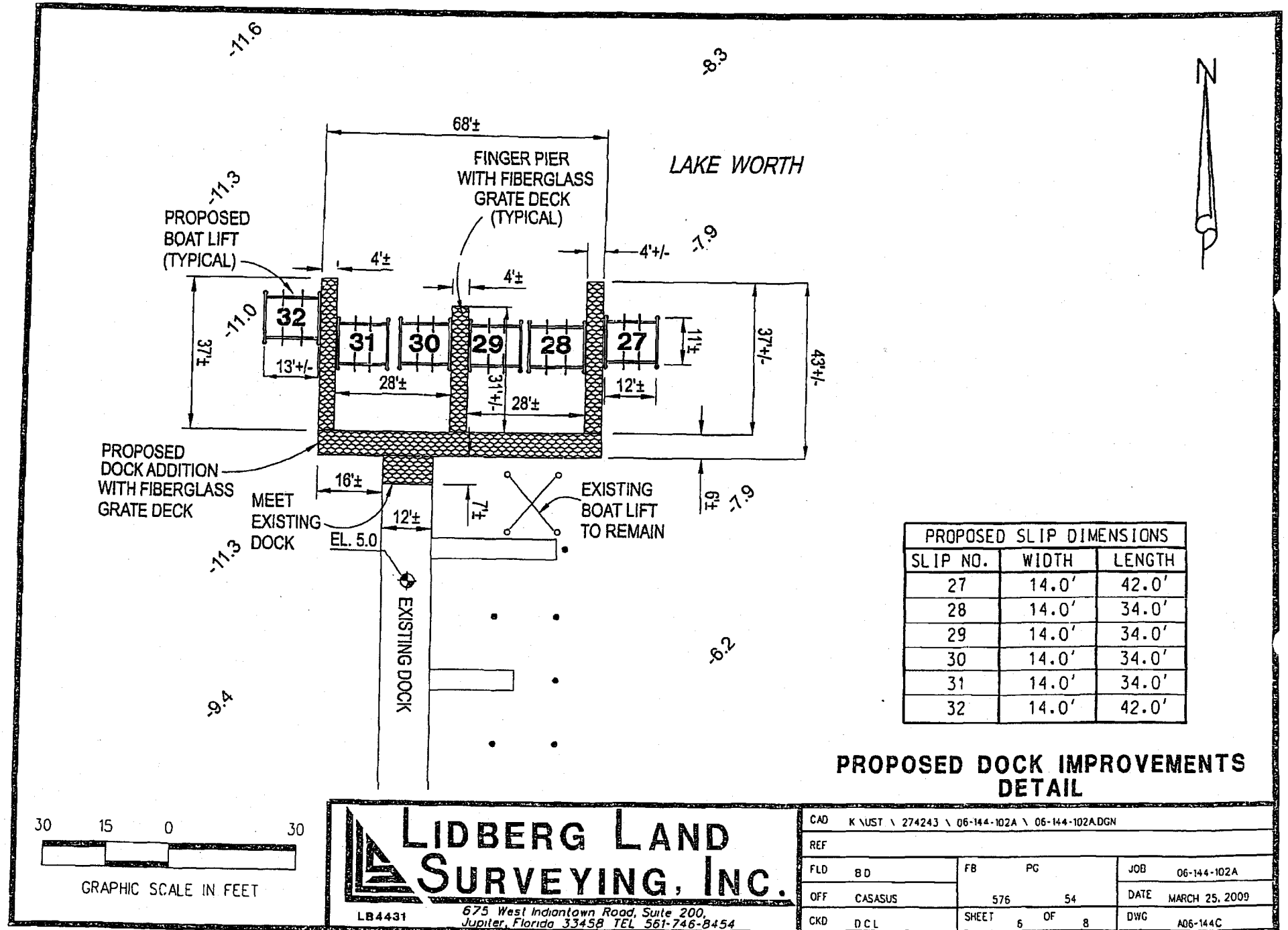
675 West Indian Town Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

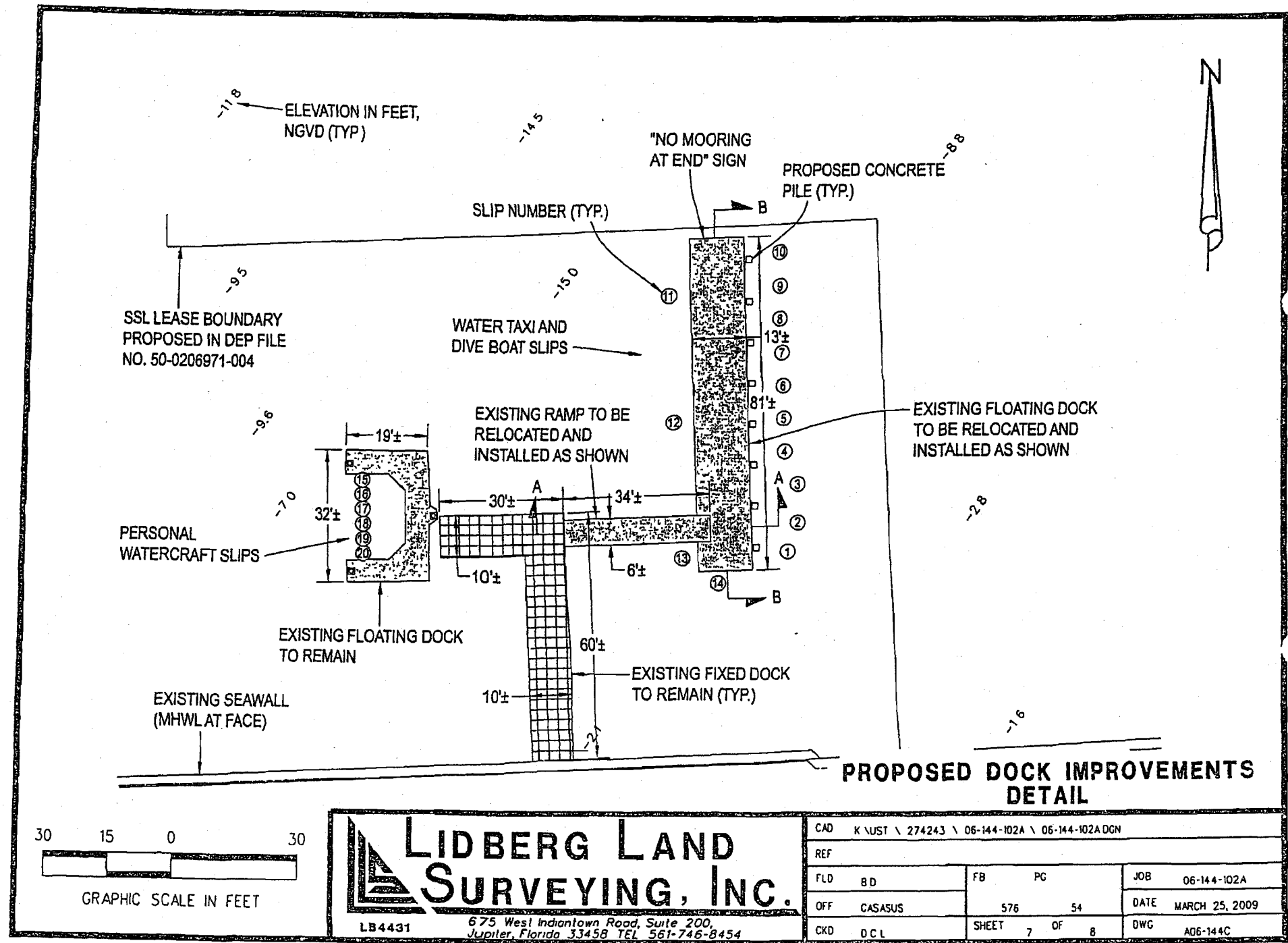
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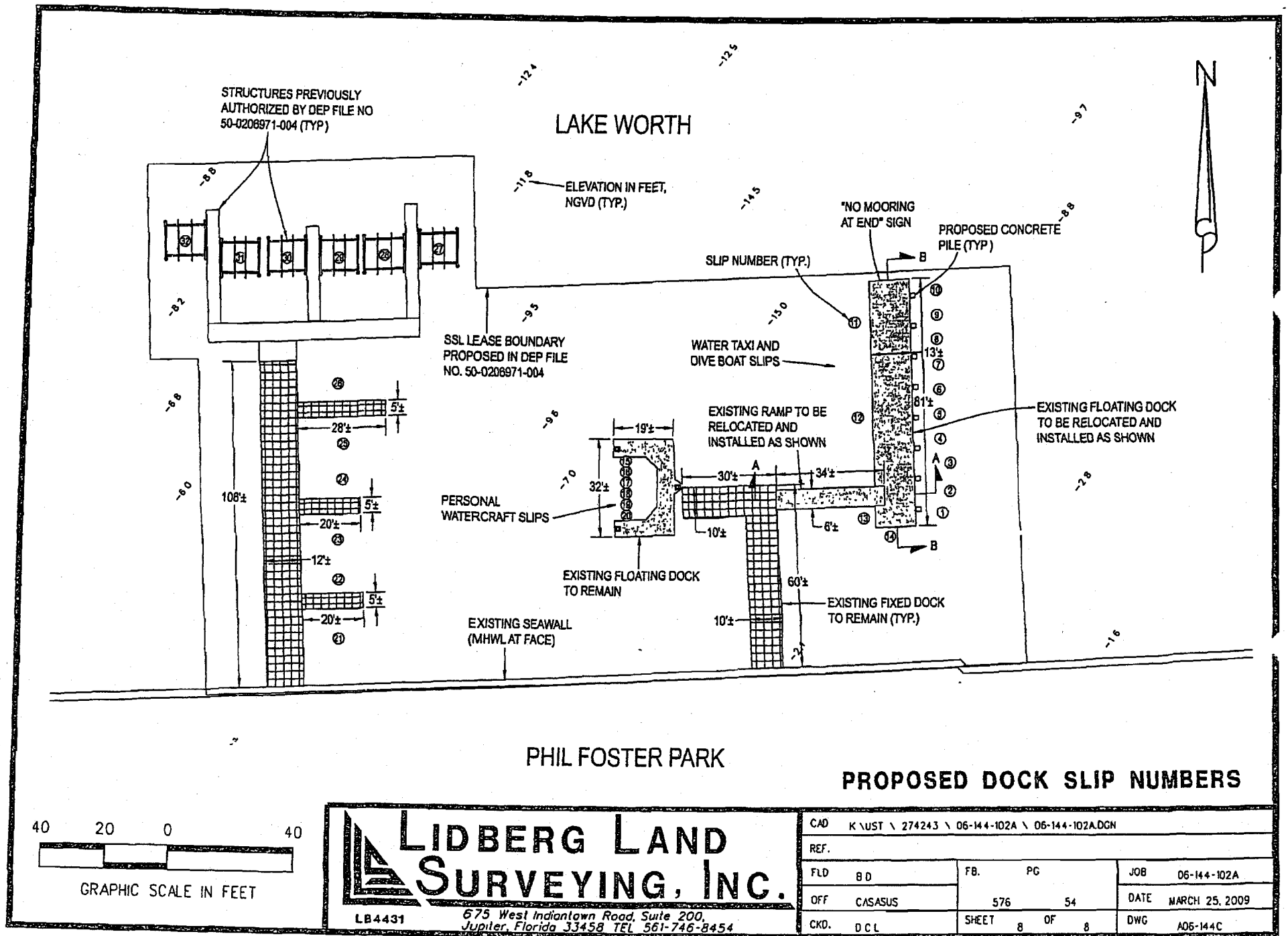
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Internal Improvement Fund, State of Florida

DEED NO. 19581.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 253.12 Florida Statute 1941, and according to the provisions and procedure provided for in Section 253.13, Florida Statutes, 1941, for and in consideration of the sum of \$10.00 and other good and valuable considerations ~~being~~, to them in hand paid by _____

PALM BEACH COUNTY,

~~County~~, Florida, receipt of which is hereby acknowledged, have granted, gained, sold and conveyed to the said PALM BEACH COUNTY

~~and~~ ~~hereby acknowledged~~, the following described lands, to-wit:

Commence at the section corner common to Sections 22, 23, 26 and 27 of Township 42 South, Range 43 East; thence West along the section line between Sections 22 and 27, 224.9 feet to the center line of State Road No. 703; thence in a southerly direction along the center line of said road 2,995.82 feet; thence in a westerly direction 427.15 feet to the intersection with the meander of the easterly shore of Lake Worth, which said point is also in the center line, or said line projected eastwardly, of Riviera Memorial Causeway and Bridge; thence in a westerly direction along the center line of said causeway and bridge 1,727.50 feet; thence northerly at right angles to the center line of said causeway and bridge 150 feet to the POB at the North right-of-way line of said causeway and bridge; thence westerly parallel with the center line of said causeway and bridge along the right-of-way line thereof 400 feet; thence northerly at right angles to the center line of said causeway and bridge 400 feet; thence easterly parallel with the center line of said causeway and bridge 400 feet; thence southerly at right angles with the center line of said causeway and bridge 400 feet to the POB first above described..

Containing 3.673 acres, more or less, and lying and being in Section 27, Township 42 South, Range 43 East, PALM BEACH COUNTY, Florida.

IT IS DISTINCTLY AGREED AND UNDERSTOOD that the above described premises are to be used by Palm Beach County, Florida, for public purposes only, and said premises cannot be sold, conveyed or otherwise disposed of by Palm Beach County, Florida, and that in the event said county uses or attempts to use the above premises for any other than a public purpose or sells, conveys or otherwise disposes of said premises this deed becomes null and void and of no effect and that title to above described premises reverts to said Trustees of the Internal Improvement Fund of the State of Florida.

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 253.12, Florida Statutes, 1941, unto the said

PALM BEACH COUNTY, Florida.

~~THE~~
~~INTERNAL IMPROVEMENT FUND~~

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, 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 15th day of March, A.D. Nineteen

Hundred and Fifty.

(SEAL)

sent to Harry A. Johnston
West Palm Beach, Florida
March 16, 1950

Fuller Warren (SEAL)
Governor.

C. M. Gay (SEAL)
Comptroller.

J. Edwin Larson (SEAL)
Treasurer.

Richard W. Ervin (SEAL)
Attorney-General.

Nathan Mayo (SEAL)
Commissioner of Agriculture.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/17/09

REQUESTED BY: Margaret Jackson

PHONE: 233-0212

FAX: 233-0210

PROJECT TITLE: Phil Foster Park - Dock Improvements

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$555.00

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Division of State Lands

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: State processing fee for amendment to existing Submerged Lands Lease for east dock improvements.

CONSTRUCTION
VENDOR SERVICES
STAFF COSTS**
EQUIP. / SUPPLIES
CONTINGENCY
TOTAL

555.00

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER

FUND: 3038

DEPT: 581

UNIT: P613

OBJ: 6505

SUB OBJ:

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- ☐ Ad Valorem (source/type: _____)
☐ Non-Ad Valorem (source/type: _____)
☐ Grant (source/type: _____)
☐ Park Improvement Fund (source/type: _____)
☐ General Fund
☐ Operating Budget
☐ Federal/Davis Bacon
☐ Bond
☐ Impact Fees
☐ Park Improvement Fund
☐ Ad Valorem
☐ Other

FUNDING SOURCE(S)

Department: _____

BAS APPROVED BY: [Signature]

DATE: _____

ENCUMBRANCE NUMBER:

BAS APPROVAL

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- ☒ FULLY FUNDED WITHIN CURRENT BUDGET ck
☐ FULLY FUNDED PENDING BUDGET TRANSFER _____

ATTACHMENT # 3