



**II. FISCAL IMPACT ANALYSIS**

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

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

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 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.

**C. Department Fiscal Review:**

*[Handwritten signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Administrator Comments:**

*[Handwritten signature]*  
 \_\_\_\_\_  
 OFMB 7/1/10

*[Handwritten signature]* 7/30/10  
 \_\_\_\_\_  
 Contract Administrator  
 E Jones 7/29/10

**B. Legal Sufficiency:**

*[Handwritten signature]*  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF BOCA RATON**  
**AND**  
**PALM BEACH COUNTY**  
**FOR**  
**MANAGEMENT OF THE YAMATO SCRUB NATURAL AREA**

**THIS INTERLOCAL AGREEMENT** (this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF BOCA RATON**, a Florida municipal corporation (the "City"), and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes (herein after referred to collectively as "the Parties").

**WITNESSETH:**

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; and

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

WHEREAS, on October 12, 1991 the voters of the City of Boca Raton approved a \$12 million bond referendum for the acquisition of environmentally sensitive lands within the City; and

WHEREAS, certain environmentally-sensitive real property known as the Yamato Scrub Natural Area (the "Natural Area"), more particularly described in **Exhibit "A"** attached hereto and made a part hereof, is located within the corporate limits of the City of Boca Raton and this property was designated by both the County and the City as one of the high-priority sites to be acquired with funds from their respective bond referendums; and

WHEREAS, in 1991 the County and the City submitted a partnership grant application to the Board of Trustees of the Internal Improvement Trust Fund's ("BTITF") State Conservation and Recreational Lands ("CARL") program to receive matching funds to acquire various properties then known as the Yamato Scrub, including the 10-acre Knight Investments, Inc. tract and the 206.7-acre Boca Commerce Center tract, for use as a natural area; and

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WHEREAS, on February 2, 1993, the County and the City entered into an Interlocal Agreement (R93-185D) with the intent of jointly acquiring the Knight Investments, Inc. tract; and

WHEREAS, on March 1, 1994, the City and the County purchased the Knight Investments, Inc. tract; and

WHEREAS, the County and the City hold joint title to the Knight Investments, Inc. tract, with the County holding a one-third undivided interest in the tract and the City holding a two-thirds undivided interest in the tract; and

WHEREAS, on February 27, 1997, the State, County and City jointly purchased the Boca Commerce Center tract ("State-Owned Tract"), with the State holding sole title to the tract; and

WHEREAS, on February 24, 1998, the County entered into a Lease Agreement (No. 4176, R97-2143D; **Exhibit "B"**) with the State of Florida (the "Lease Agreement") to manage the State-Owned Tract of the Natural Area for a term of 50 years; and

WHEREAS, on June 5, 2001, the County and the City entered into an Interlocal Agreement (R2001-0878) for the County to manage the Natural Area with the assistance of the City, which superseded the Interlocal Agreement previously entered into by the County and the City on February 2, 1993; and

WHEREAS, on October 6, 2001, the Florida Department of Environmental Protection approved a management plan prepared by the County for the Natural Area (the "Management Plan"); and

WHEREAS, the City has changed the future land use and zoning designations for the Natural Area to Conservation; and

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

WHEREAS, the Parties intend to make the most efficient use of their powers by cooperatively managing the Natural Area in its natural condition for environmental purposes; and

WHEREAS, on December 14, 2009 the Florida Department of Environmental Protection approved an amendment to the Management Plan for the Natural Area (**Exhibit "C"**) to allow the construction by the City of a segment of the El Rio Shared-Use Trail (the "Trail") within the State-Owned Tract of the Natural Area to provide recreational opportunities and access to the Natural Area; and

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WHEREAS, the City has obtained funding for the construction of the segment of the Trail within the Natural Area, which is more particularly depicted/described in **Exhibit "D"**, and

WHEREAS, the City and the County wish to enter into this Interlocal Agreement (the "Agreement") to establish use, management, and maintenance responsibilities for the Natural Area, including the segment of the Trail to be constructed therein; and

WHEREAS, the County's Lease Agreement with the State requires that the Management Plan be updated periodically, and the County will soon prepare an update to the Natural Area's Management Plan that was approved by the State on October 6, 2001; and

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

WHEREAS, the Parties desire to herein set forth their mutual understanding and agreement with respect to the use and management of the Natural Area; and

WHEREAS, this Agreement shall supersede in all respects that Interlocal Agreement previously entered into between the County and the City on June 5, 2001 (R-2001-0878).

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS; AUTHORITY TO ENTER INTO AGREEMENT.**

**1.1 Recitals.** The Parties hereto acknowledge and agree that the Recitals set forth above are true and correct, and are incorporated into this Agreement as if fully set forth herein.

**1.2 Authority.** The Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes (2009), known as the "Florida Interlocal Cooperation Act of 1969."

**SECTION 2. INTENT.** The County, the City, and the State cooperated in the purchase of the properties comprising the Natural Area, and the State has leased the State-Owned Tract to the County for management, with the intent of perpetually preserving, restoring and maintaining the Natural Area in its natural condition for environmental purposes. The Parties desire to set forth their mutual understanding and agreement with respect to the Parties' responsibilities to manage the Natural Area. The parties wish to set forth their intent that the Natural Area shall be perpetually maintained in its natural condition for environmental purposes and for the public's enjoyment of its environmental benefits and beauty and managed 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, scrubby flatwood, pine flatwood, prairie hammock, and wetland ecosystems in Palm Beach County.

**SECTION 3. TITLE.** This Agreement does not alter or affect the City's, County's or State's ownership or title to property.

**SECTION 4. USE OF PROPERTY.** The County and the City acknowledge that the Natural Area possesses environmental value of great importance to the City and County and to the residents of and visitors to the City of Boca Raton and Palm Beach County. In order to protect the environmental value of the Natural Area, the Parties agree that the use of the Natural Area shall be perpetually restricted to environmental preservation, protection, restoration, and maintenance and to passive recreation, environmental education, and scientific research for City and County residents and visitors. The Parties agree to use their best efforts to prevent the unauthorized use of the Natural Area, 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 as it may be amended.

**SECTION 5. PUBLIC ACCESS; COUNTY AND CITY IMPROVEMENTS.** The Parties agree that the Natural Area shall be open during daylight hours so that members of the public may have access to the Natural Area in order to observe, appreciate, and behold its environmental value. In order to provide such access, the County has designed and constructed, and shall maintain, repair and replace, a parking area and a system of accessible trails and hiking trails on portions of the Natural Area at the County's cost and expense, and the City has designed and constructed a segment of the Trail adjacent to the Knight tract and a sidewalk along the north side of Congress Avenue at the City's cost and expense. The City will design, construct and maintain a segment of the Trail on the western boundary of the State-Owned Tract as depicted in **Exhibit "D"** at the City's cost and expense.

**SECTION 6. MANAGEMENT PLAN.** The County shall be responsible for the preparation of an update to the Management Plan every ten years, or as required by Chapter 253.034(5), Florida Statutes. Any update to the Management Plan shall meet all requirements of the Lease Agreement attached as **Exhibit "B"**, all future amendments thereto, and applicable state statutes. The County shall provide a draft of any update to the Management Plan to the City for review and comment prior to presentation at a meeting of the County's Natural Areas Management Advisory Committee ("NAMAC"). The Parties acknowledge that any update to the Management Plan shall be subject to approval by the State of Florida or its delegate such as the BTIITF Acquisition and Restoration Council ("ARC"), the Palm Beach County Board of County Commissioners and the Boca Raton City Council.

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## **SECTION 7. PROPERTY MANAGEMENT RESPONSIBILITIES.**

### **7.1 Joint Responsibilities.**

**7.1.1** The County agrees that, in cooperation with the City, it will 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 accessways, public access trails, the Trail, 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 shall include, but not be limited to, controlling nonnative and invasive vegetation, controlling nonnative and nuisance animals that adversely impact the site, monitoring listed plant and animal species, and restoring disturbed habitats through wetland and upland restoration activities and a prescribed burn program.

**7.1.2** Both Parties will provide professional services, equipment, materials and supplies for ongoing site-specific management of the Natural Area, subject to annual appropriations by the County's Board of County Commissioners and the City's Council, and the Parties' ability to provide personnel time and expense. The Parties, separately or jointly, may apply for any state or federal funds available for management purposes and may minimize management costs through the involvement of volunteers.

**7.1.3** Although the City is solely responsible for designing and constructing the segment of the Trail on the State-Owned Tract leased by the County, the County may jointly oversee the construction by the City and/or its contractors within the State-Owned Tract to assure that all terms of the Lease Agreement are followed. The City shall obtain County approval of the proposed location for the Trail to ensure that any listed species present are protected in place by marking or cordoning off areas containing listed species or relocating such species if necessary. The Parties agree that public use of the segment of the Trail that will lie within the Natural Area and the segment adjacent to the Natural Area south of the L-40 Canal and north of Clint Moore Road shall be restricted to the period between sunrise and sunset; therefore, no lighting shall be installed along those segments. The responsibilities of the County and the City related to the construction, management, and use of the Trail segment on the Natural Area and any physical improvements such as security and public information facilities shall be included in the next scheduled update of the Management Plan.

**7.1.4** The County and the City shall ensure the safety of the public on the Trail when operating maintenance vehicles or equipment on the Trail and when conducting any prescribed burn on the Natural Area. When operating maintenance vehicles or equipment on the Trail, segments within or adjacent to the Natural Area each party shall post a caution sign at each point where the Trail enters or exits the Natural Area, to inform path users that maintenance work is in progress. Each Party shall operate maintenance vehicles and equipment on the Trail in a safe and careful manner. When conducting a prescribed burn on the Natural Area, the County and the City shall ensure that the Natural Area itself, the segment of the Trail in the

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Natural Area and the segment of the Trail that lies adjacent to the Natural Area, as appropriate, are closed to public use and that appropriate warning signs are posted at each point where the Trail enters or exits the Natural Area, at the main entrance to the Natural Area, and at any public access points on the boundary of the Natural Area.

7.1.5 The Parties shall identify the Natural Area as being publicly-owned and operated as a nature preserve and a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising. Both Parties shall encourage students, residents and visitors to use the Natural Area for educational and passive recreational purposes.

**7.2 Responsibilities of the County.**

7.2.1 The County shall comply with all requirements of the Lease Agreement, as amended, and all future amendments thereto in its management of the Natural Area.

7.2.2 The County has erected, and agrees to maintain, signs and/or monuments identifying the Natural Area as being open to the public, as having been purchased with funds from the State, County and City, and as being managed by the County, with the cooperation of the City.

7.2.3 The County has constructed, and shall repair, maintain and replace as needed, fencing, gates and signs to discourage unauthorized activities, such as the dumping of trash, off-road vehicle usage, and trespassing during hours that the Natural Area is closed to the public. The County shall maintain these fences, gates and signs, except for any fencing and gates that are the responsibility of the City as specified in Section 7.3 of this Agreement.

7.2.4 The County has constructed certain physical improvements within the Natural Area, including a parking lot, hiking and interpretive trails, educational displays (kiosks and informational signs), and a bicycle rack, and shall repair, maintain and replace such physical improvements with the exception of the Trail and physical improvements that are the responsibility of the City as specified in Section 7.3 of this Agreement. Prior to construction of any additional public use facilities or replacement of the existing facilities, the County shall seek approval from the City Council, as required by the City Code.

7.2.5 The County shall include in the next scheduled revision of the Management Plan a provision that the Trail segment to be constructed by the City within the Natural Area be designated as a paved natural area access road under the provisions of the Natural Areas Ordinance.

7.2.6 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.



7.2.7 The County will coordinate the management of the Natural Area and all other natural areas acquired or managed by the County on a countywide basis to protect native ecosystems and populations of listed species throughout the county.

7.2.8 The County agrees to identify a County employee as a contact person to interact with the City in planning for and managing the Natural Area.

7.2.9 The County agrees to identify a County employee as the public contact person to coordinate group usage, scientific research and other activities that may require a special permit, and to answer public inquiries about the Natural Area.

### **7.3 Responsibilities of the City.**

7.3.1 The City agrees to assume primary responsibility, with assistance from the Palm Beach County Sheriff's Department, for public safety and law enforcement on the Natural Area in order to help prevent vandalism, vehicular trespass, dumping, and damage to the Natural Area and its resources, and any other violation of the Natural Areas Ordinance.

7.3.2 The City agrees to assume sole responsibility for the daily opening and closing of any gates intended to provide public vehicular access to the Natural Area parking area. This responsibility may be delegated to a local resident or stewardship group if approved in writing by both the County and the City.

7.3.3 The City agrees to construct, manage and maintain the segment of the Trail located within and immediately adjacent to the western boundary of the Natural Area as depicted in **Exhibit "D"** during the term of this Agreement. This segment of the Trail shall be made of reinforced concrete, which shall be designed to support fully-loaded brush trucks for prescribed burns and other land management equipment up to a weight of 46,700 lbs. The City shall perform all maintenance and repair of the Trail and any physical improvements such as fencing, signage, or kiosks that the City provides in conjunction with the Trail. The City shall manage the public use of the Trail to prevent any damage to the Natural Area. The City agrees that the County shall be allowed to operate maintenance vehicles on the Trail as necessary to conduct management activities on the Natural Area.

7.3.4 The City agrees to pay for, install and, until establishment, maintain native vegetation adjacent to the Trail that is consistent with the adjacent native vegetation on the Natural Area, benches for seating for users of the Trail, and a temporary irrigation system to ensure the success of the plantings. The City shall obtain the County's written approval of the list of species to be planted prior to planting.

7.3.5 The City agrees to pay for, install and maintain three-rail post-and-rail fencing along the east side of the Trail to prevent unauthorized entrance to the Natural Area, trail signage, benches for seating, a walk-through structure at a designated pedestrian access point, an

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educational kiosk, a bicycle rack near the management access gate on the east side of the Trail, and several farm-type gates for maintenance access at locations to be determined by the County. The pedestrian access point will be separate from and independent of the management access gate.

**7.3.6** The City agrees to designate public uses of the Trail in order to ensure that it may be 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 Natural Areas Ordinance.

**7.3.7** Subject to the availability of staff and equipment, and annual appropriations by the City's Council, the City agrees to assist the County in the management of the Natural Area by performing tasks including, but not limited to, assistance with volunteer stewardship activities and periodic prescribed burns.

**7.3.8** The City agrees that it shall comply with the terms of the Lease Agreement attached as **Exhibit "B"** and any amendments thereto to the extent that its duties and obligations under this Agreement involve the real property identified in **Exhibit "B"**, and to refrain from taking any action that interferes with or prevents the County from performing its obligations under the Lease Agreement.

**7.3.9** The City agrees to expeditiously review any draft revisions to the Management Plan, to provide any comments to the County within a reasonable time frame provided by the County, and to comply with the Management Plan and any amendments thereto. The City agrees to refrain from taking any action that interferes with or prevents the County from performing its obligations under the Management Plan and any amendments thereto.

**7.3.10** The City agrees to expeditiously review, through appropriate City departments and boards, any engineering design or other plans or applications that include the Natural Area and that require approval by the City. The City further agrees to waive any municipal fees, assessments, or permit fees applicable to the Natural Area due to the construction, use or maintenance of public facilities.

**7.3.11** In reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the Natural Area, the City agrees to consider the protection of the biological communities within the Natural Area and the potential for adverse impacts to the species present.

**7.3.12** The City agrees to identify a City employee as the contact person to interact with the County in planning for and managing the Natural Area.

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**SECTION 8. GENERAL PROVISIONS.**

**8.1 Notices.** All notices, consent, approvals and other communications that may be or are required to be given by either the City or the County under this Agreement shall be properly given only if made in writing and delivered by (i) hand delivery, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile with confirmation of receipt, and addressed to the County or City and their respective attorneys, as follows:

County:

Palm Beach County  
Department of Environmental Resources Management  
Attention: Director  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2743  
Telephone: (561) 233-2400  
Facsimile: (561) 233-2414

With copy to:

Palm Beach County Attorney's Office  
Attention: Attorney for Environmental Resources Management  
301 N. Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: (561) 355-2225  
Facsimile: (561) 355-4398

City:

City of Boca Raton  
Attention: City Manager and City Attorney  
201 W. Palmetto Park Road  
Boca Raton, Florida 33432-3795  
Telephone: (561) 393-7703  
Facsimile: (561) 367-7014

Such notices shall be deemed received: (1) if delivered by hand, on the date of delivery; (2) if sent by certified or registered mail, on the date it is received as evidenced by signature on the return receipt; or (3) if by facsimile, on the date of delivery as shown on the delivery confirmation receipt, unless such date is a weekend or holiday, in which case the facsimile shall be deemed received upon the next business day following delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Any change of address or facsimile number must be made by written notice to the other Party, and such change shall be effective five (5) days following

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receipt of such written notice by the other Party. If written notice, consent, approval or other communication is made as provided herein, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address or another reason other than refusal to accept, such notice shall be deemed to have been received by the Party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by the sender.

**8.2 Default; Termination; Remedies.** Notwithstanding any other provisions of this Agreement to the contrary, the County and the City covenant and agree for themselves, their successors and assigns, that neither the County or the City will, whether by action or inaction, permit or allow the breach or violation of the provisions of this Agreement. In the event the County or City breaches or violates the provisions of this Agreement, the nonbreaching Party shall provide the breaching Party with written notice specifying the nature of the breach or violation ("Default Notice"). Following receipt of the Default Notice, the breaching Party shall diligently commence and proceed to cure such breach within thirty (30) days following receipt of the Default Notice; provided, however, if the breach or violation is of a nature that it cannot be cured within thirty (30) days, both Parties may agree that the breaching Party shall be entitled to additional reasonable time, as agreed to in writing by the nonbreaching Party, to cure the breach or violation. It is expressly provided that upon either Party's breach or violation of any of the provisions of this Agreement that extends beyond the cure period as set forth herein, the nonbreaching Party is entitled to enforce the terms and conditions set forth herein by any action available at law or in equity including, but not limited to, an action for an injunction as well as availing itself of all other legal and equitable remedies including, but not limited to, and action for money damages, or both. Either Party may terminate this Agreement for convenience if at least one hundred eight (180) days' prior written notice is provided to the other Party and the Parties mutually agree to such termination.

**8.3 Term.** This Agreement shall become effective upon execution by both Parties and shall remain in effect for a period of thirty-eight (38) years, unless sooner terminated pursuant to the terms of this Agreement. This Agreement shall expire on February 23, 2048, unless extended by an amendment executed by the Parties hereto.

**8.4 Governing Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any lawsuit filed in connection with this Agreement shall be in Palm Beach County, Florida.

**8.5 Interpretation.** The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. In the event that any provision of this Agreement conflicts or appears to conflict, this Agreement and all exhibits and documents specifically incorporated herein by reference, shall be interpreted as a whole to resolve the inconsistency.

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**8.6 Nonwaiver.** No waiver by the City or County of any provision herein shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to the City or County upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by the City or County of any breach of any provision, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other provision, covenant or condition herein contained.

**8.7 Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, applicable law. If any provision of this Agreement or the application thereof to any Party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the agreement between the Parties as contained herein, the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

**8.8 Exhibits; Incorporation by Reference.** The Exhibits attached to this Agreement are incorporated herein in full by this reference. The Management Plan for the Yamato Scrub approved by the State on October 6, 2001, as amended by the State on December 14, 2009, is incorporated herein in full by reference.

**8.9 No Personal Liability of City or County.** The City and the County agree that no individual county commissioner, council member, board member, administrative official, employee or representative of the City or County shall have any personal liability under this Agreement or under any document executed in connection with the transactions contemplated by this Agreement.

**8.10 WAIVER OF TRIAL BY JURY.** THE CITY AND COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION HEREWITH.

**8.11 Police/Regulatory Powers.** The County and the City cannot, and hereby specifically do not, waive or relinquish any of either Party's regulatory approval or enforcement rights or obligations relating to regulations of general applicability governing the Natural Area, any improvements thereon, or any operations at the Natural Area. Nothing in this Agreement shall be deemed to create an affirmative duty of either the County or the City to abrogate its sovereign right to exercise its police powers and governmental powers by approving, disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, or rules and regulations. In addition, nothing herein shall be considered zoning by contract.

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**8.12 Recording.** The Parties agree that this Agreement shall be recorded in the Public Records of Palm Beach County at the County's cost and expense.

**8.13 Liability.** Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the City against all actions, claims or damages arising out of the County's negligence in connection with this Agreement and any amendment hereto, and the City shall indemnify, defend and hold harmless the County against all actions, claims or damages arising out of the City's negligence in connection with this 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.

**8.14 Insurance.** Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the County and the City acknowledge to be insured or self-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 County or City 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 County and City 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 City 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, self-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 City of its liability and obligations under this Agreement or any amendments hereto. The Parties further agree that nothing contained herein shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the Laws of the State of Florida or any political subdivision thereof; (2) the consent of the State of Florida, the Parties, or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents and agencies or any political subdivisions thereof beyond the waiver provided in Section 768.28, Florida Statutes.

**8.15 Enforcement Costs.** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties, provided, however, that this clause pertains only to the Parties to this Agreement.

**8.16 Remedies.** 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

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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.

**8.17 Records.** 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, including supporting documentation for any service rates, expenses, research or reports, for five (5) years. 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. In the event that the Parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the Parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Parties.

**8.18 Public Access to Records.** The Parties shall allow public access to all documents and materials related to this Agreement in accordance with Chapter 119, Florida Statutes, and related statutes. Should either Party assert any exemption to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive relief or other relief provided by law, shall be upon the Party asserting the exemption.

**8.19 Public Entity Crime.** The Parties acknowledge and agree that neither Party, nor any of its suppliers, subcontractors, or consultants who shall perform work pursuant to this Agreement, has been convicted of a public entity crime or that a period of time longer than thirty-six (36) months has passed since such person was placed on the convicted vendor list. This Agreement shall be subject to termination if either Party fails to comply with the mandates of Section 287.133, Florida Statutes.

**8.20 Compliance with Laws.** The Parties and their employees, subcontractors, or assigns, if any, shall comply with all applicable federal, state, and local laws and regulations relating to performance of this Agreement.

**8.21 Nondiscrimination.** No Party hereto shall discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, disability, gender identity or expression, or marital status with respect to any activity occurring pursuant to this Agreement.

**8.22 Assignment.** This Agreement shall not be assigned in whole or in part without the prior written consent of both Parties. Any assignment made in whole or in part without the prior written consent of the other Party hereto shall be void and without legal effect.

**8.23 Relationship of the Parties.** Neither Party shall be considered an employee or agent of the other Party. Nothing in this Agreement shall be construed 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

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Agreement. Both Parties are free to enter into contracts with other parties for similar services. Notwithstanding any provision of this Agreement to the contrary, the County assumes no duty to supervise the City in its performance of this Agreement, and the City shall remain solely liable for compliance with all safety requirements and for the safety of any employees or agents of the City during the performance of this Agreement.

**8.24 Funding Contingency.** The obligations and duties set forth in this Agreement are contingent upon the availability of funding appropriated by the County's Board of County Commissioners and the City's Council, and this Agreement does not obligate future appropriations for the obligations and duties created herein.

**8.25 Survival.** The provisions of paragraphs 8.10, 8.15, 8.17, and 8.18 shall survive the expiration or termination of this Agreement. In addition, any covenants, provisions, or conditions set forth in this Agreement that bind the Parties after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**8.26 Beneficiaries of Agreement.** It is the intent and understanding that this Agreement is solely for the benefit of the County and the City. No person or entity other than the City or the County shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

**8.27 Entire Agreement; Amendment.** This Agreement, which includes all Exhibits annexed hereto and all documents specifically incorporated by reference, contains the final, complete and entire Agreement of the Parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. This Agreement may only be amended by an agreement in writing signed by the Parties hereto.

**(Remainder of this page intentionally left blank)**



IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed as of the day and year first above written.

CITY:

ATTEST:

CITY OF BOCA RATON, FLORIDA,  
a Florida Municipal Corporation

BY: Susan S. Sayte  
City Clerk

BY: Susan Whitehead  
Mayor

DATE: July 14, 2010  
(Municipal Seal)

DATE: July 14, 2010

Approved as to legal form  
And sufficiency:

BY: Raymond  
City Attorney

DATE: July 14, 2010

COUNTY:

Date of Execution by County:

\_\_\_\_\_, 2010

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, a  
Political Subdivision of the State of  
Florida

BY: \_\_\_\_\_  
Deputy Clerk

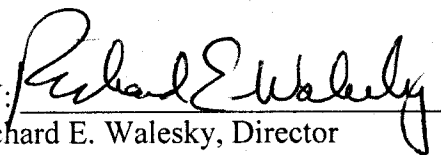
BY: \_\_\_\_\_  
Burt Aaronson, Chair

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: \_\_\_\_\_  
Assistant County Attorney

BY:   
Richard E. Walesky, Director  
Environmental Resources Management

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**EXHIBIT "A"**

**Legal Description of Natural Area Property**

Knight Investments, Inc. Tract  
EXHIBIT A

Legal Description of  
The Property

All of Parcel 2 of the Plat of Congress Corporate Center as  
recorded in Plat Book 56, Page 123 of the public records of Palm  
Beach County, Florida.

AC1/14

Boca Commerce Center Tract  
OPB 9674 Pg. 817

Exhibit "A"

Real Property Legal Description

PARCEL 1:

A parcel of land lying in Section 6, Township 47 South, Range 43 East, more particularly described as follows;

COMMENCE at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W along the North line of said Section 6 a distance of 614.51 feet to the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along the said West right-of-way line a distance of 1759.10 feet to a point on the Southerly right-of-way line of Clint Moore Road, as recorded in Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING;

THENCE continue S 00° 10' 37" E along the last described course, a distance of 241.74 feet to the point of curvature of a circular curve concave to the West;

THENCE Southerly and Westerly along the arc of said curve, along said Westerly right-of-way line, having a radius of 3365.62 feet, having a central angle of 37° 54' 31", an arc distance of 2226.80 feet;

THENCE N 00° 25' 10" E a distance of 1155.17 feet;

THENCE S 89° 49' 16" W a distance of 696.92 feet;

THENCE N 00° 09' 05" W a distance of 2247.67 feet to a point on the arc of a circular curve concave to the South, whose radius point bears S 16° 02' 55" W from the last described point, said point also being on the said Southerly right-of-way line of Clint Moore Road;

THENCE Easterly and Southerly along the arc of said curve, having a radius of 1849.86 feet, a central angle of 18° 54' 24", an arc distance of 610.42 feet;

THENCE S 34° 57' 19" W, radial to the last described curve, a distance of 38.38 feet;

THENCE S 45° 01' 58" E a distance of 247.52 feet;

THENCE S 48° 15' 37" E a distance of 932.56 feet to the POINT OF BEGINNING; (the last four described courses being coincident with the said Southerly right-of-way of Clint Moore Road).

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PARCEL 2:

A portion of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida and a portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W, along the North line of said Section 6, a distance of 614.51 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way a distance of 100.00 feet;

THENCE S 89° 54' 06" W, parallel with and 100.00 feet South of, as measured at right angles to the North line of said Section 6, a distance of 300.00 feet;

THENCE S 00° 10' 37" E, a distance of 300 feet;

THENCE N 89° 54' 06" E, a distance of 300 feet to the said West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way, a distance of 1023.13 feet to a point on the Northerly right-of-way line of Clint Moore Road as recorded in Road Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida;

THENCE N 48° 15' 37" W a distance of 552.03 feet;

THENCE N 53° 15' 52" W a distance of 428.49 feet;

THENCE S 34° 57' 19" W a distance of 41.71 feet to a point on the arc of a circular curve concave to the Southwest, whose radius point bears S 34° 57' 19" W, from the last described point;

THENCE Northerly and Westerly along the arc of said curve, having a radius of 1969.86 feet; a central angle of 19° 55' 05", an arc distance of 684.79 feet (the last four described courses being coincident with said Northerly right-of-way line of Clint Moore Road);

THENCE N 00° 09' 05" W a distance of 543.21 feet to a point on the North line of said Section 6;

THENCE S 89° 54' 06" W along said Section line a distance of 669.43 feet to the North One-Quarter (N 1/4) corner of Section 6;

THENCE continue S 89° 54' 06" W along the last described course, a distance of 606.10 feet to the East top of bank of the L.W.D.D. E-4 Canal as laid out and in use;

THENCE N 03° 39' 32" W a distance of 228.12 feet;

THENCE N 08° 11' 09" W a distance of 812.33 feet;

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THENCE N 01° 38' 02" E a distance of 287.91 feet;

THENCE N 07° 29' 43" E a distance of 740.15 feet to a point on the Easterly right-of-way line of Congress Avenue, as recorded in Road Plat Book 4, Page 143, of the Public Records of Palm Beach County, Florida, (the last four described courses being coincident with the east top of bank of L.W.D.D. E-4 Canal);

THENCE N 47° 33' 13" E along said Easterly right-of-way, a distance of 2229.65 feet to the point of curvature of a circular curve concave to the Northwest;

THENCE Northerly, along said right-of-way line of Congress Avenue, along the arc of said curve having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet;

THENCE S 89° 56' 10" E a distance of 727.76 feet to the aforesaid West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along said right-of-way, a distance of 3913.66 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

- A) All of BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- B) All of that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Northeastly and Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as Recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- C) All that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE 2, according to the Plat thereof, as Recorded in Plat Book 60, Page 27, of the Public Records of Palm Beach County, Florida.
- D) All of "KRAFT FOODSERVICE, INC. DISTRIBUTION FACILITY" according to the Plat thereof, as Recorded in Plat Book 75, Pages 182 and 183 of the Public Records of Palm Beach County, Florida.
- E) A parcel of land lying in Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said Section 31;

THENCE S 89° 54' 06" W along the South line of said Section 31, a distance of 614.51 feet to a point on the said West right-of-way line of the SEABOARD COASTLINE RAILROAD;

THENCE N 00° 10' 37" W, along said right-of-way, a distance of 3913.66 feet;

THENCE N 89° 56' 10" W, a distance of 727.76 feet to a point on the arc of a circular curve

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concave to the Northwest whose radius point bears N 56° 18' 38" W from the last described point, said point being on the Easterly right-of-way line of Congress Avenue, as Recorded in Plat Book 4, Page 143 of the Public Records of Palm Beach County, Florida.

THENCE Southerly and Westedly along said right-of-way line, along the arc of said curve, having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet to the point of tangency;

THENCE S 47° 33' 13" W along said right-a-way line, a distance of 568.55 feet to the POINT OF BEGINNING;

THENCE S 42° 26' 47" E along the Southwesterly line of "Tract B-B" of the plat of Boca Commerce Center Phase I as Recorded in Plat Book 46, Pages 44 through 46 inclusive of the Public Records of Palm Beach County, Florida, a distance of 65.00 feet;

THENCE N 47° 33' 13" E along the Southeasterly line of said "Tract B-B" a distance of 55.00 feet to the Westerly right-of-way of N.W. 6th Avenue as shown on said plat;

THENCE S 42° 26' 47" E along said right-of-way a distance of 98.00 feet to the point of curvature of a circular curve concave to the Southwest;

THENCE Southerly and Southeasterly along said right-of-way, along the arc of said curve having a radius of 907.00 feet, a central angle of 32° 04' 12", an arc distance of 507.67 feet to a point on a non-tangent line;

THENCE N 86° 10' 31" W a distance of 892.00 feet, to a point on the said Easterly right-of-way line of Congress Avenue;

THENCE N 47° 33' 13" E along said East right-of-way line, a distance of 700.00 feet to the POINT OF BEGINNING;

F) A parcel of land, being the North 100.00 feet of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida; less and except the West 2054.69 feet of said North 100.00 feet of Section 6, also, less and except the East 614.51 feet of said North 100.00 feet of Section 6.

G) That portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, being the Easterly 40 feet of the following described parcel:

COMMENCING at the Southwest corner of said Section 31;

THENCE N 89° 54' 06" E along the South line of said Section 31, a distance of 2,062.14 feet to the POINT OF BEGINNING;

THENCE N 03° 39' 32" W a distance of 225.07 feet;

THENCE N 08° 11' 09" W a distance of 813.72 feet;

THENCE N 01° 38' 02" E a distance of 292.02 feet;



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DOROTHY H. WILKIN, CLERK FB COUNTY, FL

THENCE N 07° 29' 43" E a distance of 706.01 feet to a point on the South right-of-way line of Congress Avenue (120-feet in width);

THENCE N 47° 33' 13" E along the South right-of-way line of Congress Avenue a distance of 108.77 feet;

THENCE S 07° 29' 43" W a distance of 785.67 feet;

THENCE S 01° 38' 02" W a distance of 282.43 feet;

THENCE S 08° 11' 09" E a distance of 810.47 feet;

THENCE S 03° 39' 32" E a distance of 232.19 feet to a point on the South line of said Section 31;

THENCE S 89° 54' 06" W along said South Section line a distance of 70.14 feet to the POINT OF BEGINNING;

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**EXHIBIT "B"**

**Lease Agreement**

OAL2

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

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LEASE AGREEMENT

YAMATO SCRUB

Lease No. 4176

THIS LEASE AGREEMENT, made and entered into this 24~~th~~ day of February 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."

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 50 years commencing on February 24, 1998 and ending on February 23, 2048 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 activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses

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necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

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, which consent shall not be unreasonably withheld. 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 subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. 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

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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 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 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 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, which approval shall not be unreasonably withheld. 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 to reasonably 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 and improvements shall be constructed in accordance

with plans that are in accordance with the approved Management Plan or shall require the prior written approval of LESSOR as to purpose, location and design which approval shall not be unreasonably withheld. 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 before or 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 per person and \$200,000 per incident or occurrence 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, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. 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

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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 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 taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises subsequent to the effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.

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 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 Section 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, M.S. 130  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

LESSEE: Palm Beach County Board of County Commissioners  
Department of Environmental Resources Management  
3323 Belvedere Road, BLDG. 502  
West Palm Beach, Florida 33406

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 days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty 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 Chapters 376 and 403, Florida Statutes, 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, 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 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 periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Land's standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. 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, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six 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 permanent/capital 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, Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with Paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.

30. 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.

31. 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.

32. 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.

33. 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.

34. SOVEREIGNTY SUBMERGED 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.

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 for 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, reasonable wear and tear excepted; 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, enhancement, or safety 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 facility in all signs, literature and advertising. 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.

40. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have caused this lease 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

Patricia Toloday  
Witness

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

Patricia Toloday  
Print/Type Witness Name

Cheryl Granger  
Witness

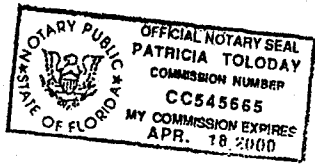
"LESSOR"

Cheryl Granger  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

24th The foregoing instrument was acknowledged before me this day of February 1998, 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.

Patricia Toloday  
Notary Public, State of Florida



Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Lawrence H. Hain  
DEP Attorney

R97 2143D DEC 16 1997

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

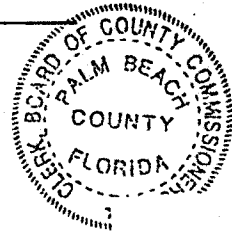
By: *Burt Aaronson*

Burt Aaronson

Title: Chairman

DOROTHY H. WILKEN, CLERK  
Board of County Commissioners

By: *Carla Zafra*  
DEPUTY CLERK  
"LESSEE"



"OFFICIAL SEAL"

*Karen Claerbout*  
Witness

*Karen Claerbout*  
Print/Type Witness Name

*Joan Haverly*  
Witness

*Joan Haverly*  
Print/Type Witness Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *Merick Gill*  
County Attorney

ATTEST:

By: \_\_\_\_\_  
Print/Type Name

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  
16th day of December 1997, by Burt Aaronson, as  
Board of County Commissioners of Palm Beach County, Florida, who is  
personally known to me.

*Willie Oswalt*  
Notary Public, State of Florida

(SEAL)



WILLIE OSWALT  
COMMISSION # CC 364437  
EXPIRES MAY 6, 1998  
BONDED THRU  
ATLANTIC BONDING CO., INC

\_\_\_\_\_  
Type Notary Name

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

40



THIS INSTRUMENT PREPARED BY:

Jeffrey Watkin  
Thomson Muraro Razoook & Hart, P.A.  
One Southeast Third Avenue  
17th Floor  
Miami, Florida 33131

FEB-27-1997 11:25am 97-071028  
ORB 9674 Pg 814  
Con 17,500,000.00 Doc

25  
4

Ten + Bensley  
✓ 6013 NW 23th  
BR 33456

WARRANTY DEED

THIS INDENTURE, made as of this 27 day of February, 1997 by Boca Commerce Center Associates, a Florida general partnership ("Grantor"), whose address is 551 N.W. 77th Street, Boca Raton, Florida 33487, in favor of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Grantee"), whose address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000.

NOW THEREFORE, Grantor, for and in consideration of Ten Dollars and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains and sells to Grantee, its successors and assigns, all of its right, title and interest in and to the real property situated in Palm Beach County, Florida more particularly described on Exhibit "A" attached hereto, SUBJECT TO easements, restrictions, limitations and conditions of record, if any now existing, but any such interests that may have been terminated are not hereby re-imposed.

Grantor covenants it has good right and lawful authority to sell and convey the Property, and hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto.

THIS CONVEYANCE IS EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAX PURSUANT TO THE UNITED STATES BANKRUPTCY CODE 11 U.S.C. §1146(C) AND FLORIDA ADMINISTRATIVE CODE §12B-4.054(31.). ACCORDINGLY, NO DOCUMENTARY STAMP TAX IS DUE AT THE TIME OF THE RECORDING OF THIS DEED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its duly authorized general partners as of the day and year first above written.

Witnesses:

Boca Commerce Center Associates

By: Boca-K Associates, Ltd., General Partner

By: Koad, Inc., General Partner

By: Frank B. Egger  
Frank Egger - Vice-President

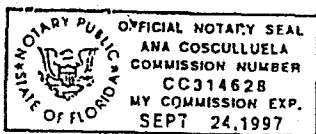
[Signature]  
Name: Ana Cosculluela  
[Signature]  
Name: [Signature]

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 1997, by Frank Egger, as Vice-President of Koad, Inc., a Florida corporation, as general partner of Boca-K Associates, Ltd, a Florida limited partnership, as a general partner of Boca Commerce Center Associates, a Florida general partnership, on behalf of the corporation and as an act of the partnerships. He  (a) is personally known to me, or  (b) has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]  
Notary Public - State of Florida  
Name: \_\_\_\_\_ (Seal)



APPROVED AS TO FORM AND LEGALITY  
By: [Signature]  
DEP Attorney  
Date: 9-16-97

42

Witnesses:

Boca Commerce Center Associates

[Signature]  
Name: Ana Cosculluela  
[Signature]  
Name: Walter Watkins

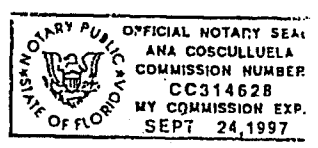
By: Bocacos Inc., General Partner  
[Signature]  
By: Hannjorg Hereth - President

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 19th day of February, 1997, by Hannjorg Hereth, as President of Bocacos Inc., a Delaware corporation, as a general partner of Boca Commerce Center Associates, a Florida general partnership, on behalf of the corporation and as an act of the partnership. He  (a) is personally known to me, or  (b) has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]  
Notary Public - State of Florida



[Seal]

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Exhibit "A"

Real Property Legal Description

PARCEL 1:

A parcel of land lying in Section 6, Township 47 South, Range 43 East, more particularly described as follows;

COMMENCE at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W along the North line of said Section 6 a distance of 614.51 feet to the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along the said West right-of-way line a distance of 1759.10 feet to a point on the Southerly right-of-way line of Clint Moore Road, as recorded in Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING;

THENCE continue S 00° 10' 37" E along the last described course, a distance of 241.74 feet to the point of curvature of a circular curve concave to the West;

THENCE Southerly and Westerly along the arc of said curve, along said Westerly right-of-way line, having a radius of 3365.62 feet, having a central angle of 37° 54' 31", an arc distance of 2226.80 feet;

THENCE N 00° 25' 10" E a distance of 1155.17 feet;

THENCE S 89° 49' 16" W a distance of 696.92 feet;

THENCE N 00° 09' 05" W a distance of 2247.67 feet to a point on the arc of a circular curve concave to the South, whose radius point bears S 16° 02' 55" W from the last described point, said point also being on the said Southerly right-of-way line of Clint Moore Road;

THENCE Easterly and Southerly along the arc of said curve, having a radius of 1849.86 feet, a central angle of 18° 54' 24", an arc distance of 610.42 feet;

THENCE S 34° 57' 19" W, radial to the last described curve, a distance of 38.38 feet;

THENCE S 45° 01' 58" E a distance of 247.52 feet;

THENCE S 48° 15' 37" E a distance of 932.56 feet to the POINT OF BEGINNING; (the last four described courses being coincident with the said Southerly right-of-way of Clint Moore Road).

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PARCEL 2:

A portion of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida and a portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W, along the North line of said Section 6, a distance of 614.51 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way a distance of 100.00 feet;

THENCE S 89° 54' 06" W, parallel with and 100.00 feet South of, as measured at right angles to the North line of said Section 6, a distance of 300.00 feet;

THENCE S 00° 10' 37" E, a distance of 300 feet;

THENCE N 89° 54' 06" E, a distance of 300 feet to the said West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way, a distance of 1023.13 feet to a point on the Northerly right-of-way line of Clint Moore Road as recorded in Road Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida;

THENCE N 48° 15' 37" W a distance of 552.03 feet;

THENCE N 53° 15' 52" W a distance of 428.49 feet;

THENCE S 34° 57' 19" W a distance of 41.71 feet to a point on the arc of a circular curve concave to the Southwest, whose radius point bears S 34° 57' 19" W, from the last described point;

THENCE Northerly and Westerly along the arc of said curve, having a radius of 1969.86 feet; a central angle of 19° 55' 05", an arc distance of 684.79 feet (the last four described courses being coincident with said Northerly right-of-way line of Clint Moore Road);

THENCE N 00° 09' 05" W a distance of 543.21 feet to a point on the North line of said Section 6;

THENCE S 89° 54' 06" W along said Section line a distance of 669.43 feet to the North One-Quarter (N 1/4) corner of Section 6;

THENCE continue S 89° 54' 06" W along the last described course, a distance of 606.10 feet to the East top of bank of the L.W.D.D. E-4 Canal as laid out and in use;

THENCE N 03° 39' 32" W a distance of 228.12 feet;

THENCE N 08° 11' 09" W a distance of 812.33 feet;

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THENCE N 01° 38' 02" E a distance of 287.91 feet;

THENCE N 07° 29' 43" E a distance of 740.15 feet to a point on the Easterly right-of-way line of Congress Avenue, as recorded in Road Plat Book 4, Page 143, of the Public Records of Palm Beach County, Florida, (the last four described courses being coincident with the east top of bank of L.W.D.D. E-4 Canal);

THENCE N 47° 33' 13" E along said Easterly right-of-way, a distance of 2229.65 feet to the point of curvature of a circular curve concave to the Northwest;

THENCE Northerly, along said right-of-way line of Congress Avenue, along the arc of said curve having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet;

THENCE S 89° 56' 10" E a distance of 727.76 feet to the aforesaid West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along said right-of-way, a distance of 3913.66 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

- A) All of BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- B) All of that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Northeasterly and Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as Recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- C) All that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE 2, according to the Plat thereof, as Recorded in Plat Book 60, Page 27, of the Public Records of Palm Beach County, Florida.
- D) All of "KRAFT FOODSERVICE, INC. DISTRIBUTION FACILITY" according to the Plat thereof, as Recorded in Plat Book 75, Pages 182 and 183 of the Public Records of Palm Beach County, Florida.
- E) A parcel of land lying in Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said Section 31;

THENCE S 89° 54' 06" W along the South line of said Section 31, a distance of 614.51 feet to a point on the said West right-of-way line of the SEABOARD COASTLINE RAILROAD;

THENCE N 00° 10' 37" W, along said right-of-way, a distance of 3913.66 feet;

THENCE N 89° 56' 10" W, a distance of 727.76 feet to a point on the arc of a circular curve

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concave to the Northwest whose radius point bears N 56° 18' 38" W from the last described point, said point being on the Easterly right-of-way line of Congress Avenue, as Recorded in Plat Book 4, Page 143 of the Public Records of Palm Beach County, Florida.

THENCE Southerly and Westerly along said right-of-way line, along the arc of said curve, having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet to the point of tangency;

THENCE S 47° 33' 13" W along said right-a-way line, a distance of 568.55 feet to the POINT OF BEGINNING;

THENCE S 42° 26' 47" E along the Southwesterly line of "Tract B-B" of the plat of Boca Commerce Center Phase I as Recorded in Plat Book 46, Pages 44 through 46 inclusive of the Public Records of Palm Beach County, Florida, a distance of 65.00 feet;

THENCE N 47° 33' 13" E along the Southeasterly line of said "Tract B-B" a distance of 55.00 feet to the Westerly right-of-way of N.W. 6th Avenue as shown on said plat;

THENCE S 42° 26' 47" E along said right-of-way a distance of 98.00 feet to the point of curvature of a circular curve concave to the Southwest;

THENCE Southerly and Southeasterly along said right-of-way, along the arc of said curve having a radius of 907.00 feet, a central angle of 32° 04' 12", an arc distance of 507.67 feet to a point on a non-tangent line;

THENCE N 86° 10' 31" W a distance of 892.00 feet, to a point on the said Easterly right-of-way line of Congress Avenue;

THENCE N 47° 33' 13" E along said East right-of-way line, a distance of 700.00 feet to the POINT OF BEGINNING;

F) A parcel of land, being the North 100.00 feet of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida; less and except the West 2054.69 feet of said North 100.00 feet of Section 6, also, less and except the East 614.51 feet of said North 100.00 feet of Section 6.

G) That portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, being the Easterly 40 feet of the following described parcel:

COMMENCING at the Southwest corner of said Section 31;

THENCE N 89° 54' 06" E along the South line of said Section 31, a distance of 2,062.14 feet to the POINT OF BEGINNING;

THENCE N 03° 39' 32" W a distance of 225.07 feet;

THENCE N 08° 11' 09" W a distance of 813.72 feet;

THENCE N 01° 38' 02" E a distance of 292.02 feet;

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ORR 9674 Pg. 821  
DOROTHY H. MILREN, CLERK PB COUNTY, FL

THENCE N 07° 29' 43" E a distance of 706.01 feet to a point on the South right-of-way line of Congress Avenue (120-feet in width);

THENCE N 47° 33' 13" E along the South right-of-way line of Congress Avenue a distance of 108.77 feet;

THENCE S 07° 29' 43" W a distance of 785.67 feet;

THENCE S 01° 38' 02" W a distance of 282.43 feet;

THENCE S 08° 11' 09" E a distance of 810.47 feet;

THENCE S 03° 39' 32" E a distance of 232.19 feet to a point on the South line of said Section 31;

THENCE S 89° 54' 06" W along said South Section line a distance of 70.14 feet to the POINT OF BEGINNING;

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**EXHIBIT "C"**

**State Approval Letter for El Rio Shared-Use Trail Segment**



## Florida Department of Environmental Protection

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

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

December 14, 2009

Mr. Richard E. Walesky, Director  
Environmental Resources Management  
2300 North Jog Road  
West Palm Beach, FL 33411-2743

ENV. RES. MGMT. *pk/1/16*  
Env. Bnb. & Restoration   
Natural Resources Stewardship   
Resources Protection   
Mosquito Control   
Finance & Support Services   
Director   
Deputy Director   
Other

RE: Yamato Scrub Natural Area Management Plan Amendment. Lease Number 4176

Dear Mr. Walesky:

The Division of State Lands (DSL), Office of Environmental Services, acting as agent for the Board of Trustees of the Internal Improvement Trust Fund, approves the Yamato Scrub Natural Area management plan amendment for the multiuse pathway as submitted in November of 2009.

Approval of this management plan amendment 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 this 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  
DEC 18 2009  
ENVIRONMENTAL RESOURCES MANAGEMENT  
*SD*

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**EXHIBIT "D"**

**Description of El Rio Shared-Use Trail Segment**



# Yamato Scrub Natural Area

0 250 500 1,000 Feet

-  Natural Area Boundary
-  El Rio Shared-Use Trail (Existing)
-  El Rio Shared-Use Trail (Proposed Location)



LL 4,10  
Aerial Image: 2009

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