

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

**Meeting Date:** September 14, 2010      ☒ Consent                  ☐ Regular  
   ☐ Ordinance                ☐ Public Hearing

## Department

**Submitted By:** Environmental Resources Management

**Submitted For:** Environmental Resources Management

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 2 to Lease Agreement No. 4161 with the State of Florida to include an approximate 3-acre state-owned parcel located within the County's Loxahatchee Slough Natural Area.

**Summary:** A 50-year term Lease Agreement with the State of Florida was approved for a portion of the Juno Dunes Natural Area on August 19, 1997 (R97-1040D). Lease No. 4161 allows the County to manage those lands identified in the lease and to construct public use facilities. Lease No. 4161 was first amended to include additional lands within the Juno Dunes Natural Area on August 24, 1999.

Although the 3-acre parcel described in the proposed amendment is not within the Juno Dunes Natural Area, the state prefers to amend the existing lease rather than create a separate lease agreement. Amendment No. 2 to Lease No. 4161 will allow the County to manage the 3-acre Loxahatchee Slough parcel without having to pay \$300 per year for a separate lease, and will save staff time at both the State and County levels. The estimated cost to manage and maintain the 3-acre parcel is \$100/year and will be paid from the Natural Areas Fund, a non-ad valorem source. District 1 (SF)

**Background and Justification:** Both the Juno Dunes and Loxahatchee Slough natural areas were identified as high-priority acquisition sites on the March 12, 1991 Environmentally-Sensitive Lands Acquisition bond referendum. Over the past 14 years, the County has acquired more than 12,800 acres of land within the Loxahatchee Slough Natural Area, including a 1,485.27-acre tract of land that was donated to the County by the South Florida Water Management District in 2007. When the County accepted the 1,485.27-acre donation from the South Florida Water Management District, it was with the understanding that the donation did not include an approximate 3-acre parcel which had been previously quit-claimed to the state for the development of a field office for the Florida Fish & Wildlife Conservation Commission (FWC). However, FWC no longer wishes to use the tract of land and has agreed to allow the County to manage the parcel as part of the Loxahatchee Slough Natural Area.

**Attachments:**

1. Location Map
2. Deed for 3-acre lease parcel to the state with sketch of the parcel
3. Amendment No. 2 to Lease No. 4161
4. Lease No. 4161 for Juno Dunes Natural Area
5. Amendment No. 1 to Lease No. 4161

Recommended by: Robt. Miller 8-18-10  
Department Director Date

Approved by:  8/26/2010  
County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Operating Costs	<u>  \$100  </u>	<u>  \$100  </u>	<u>  \$100  </u>	<u>  \$100  </u>	<u>  \$100  </u>
External Revenues	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Program Income (County)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
In-Kind Match (County)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
NET FISCAL IMPACT	<u>  \$100  </u>	<u>  \$100  </u>	<u>  \$100  </u>	<u>  \$100  </u>	<u>  \$100  </u>
# ADDITIONAL FTE	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
POSITIONS (Cumulative)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Is Item Included in Current Budget? Yes   X   No         
Budget Account No.: Fund  1226  Department  380  Unit  3162  Object  Var 

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

Estimated costs to maintain these three acres is \$100/yr from the Natural Areas Fund, a non-ad valorem source, until such time as any restoration activities are identified through a management plan. Including the tract in a County management plan is less costly in implementation than a plan that must exclude a small parcel.

### C. Department Fiscal Review:

*JP*

## III. REVIEW COMMENTS

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

*[Signature]*  
OFMB *JB*  
8/23/10

*[Signature]*  
Contract Administrator

### B. Legal Sufficiency:

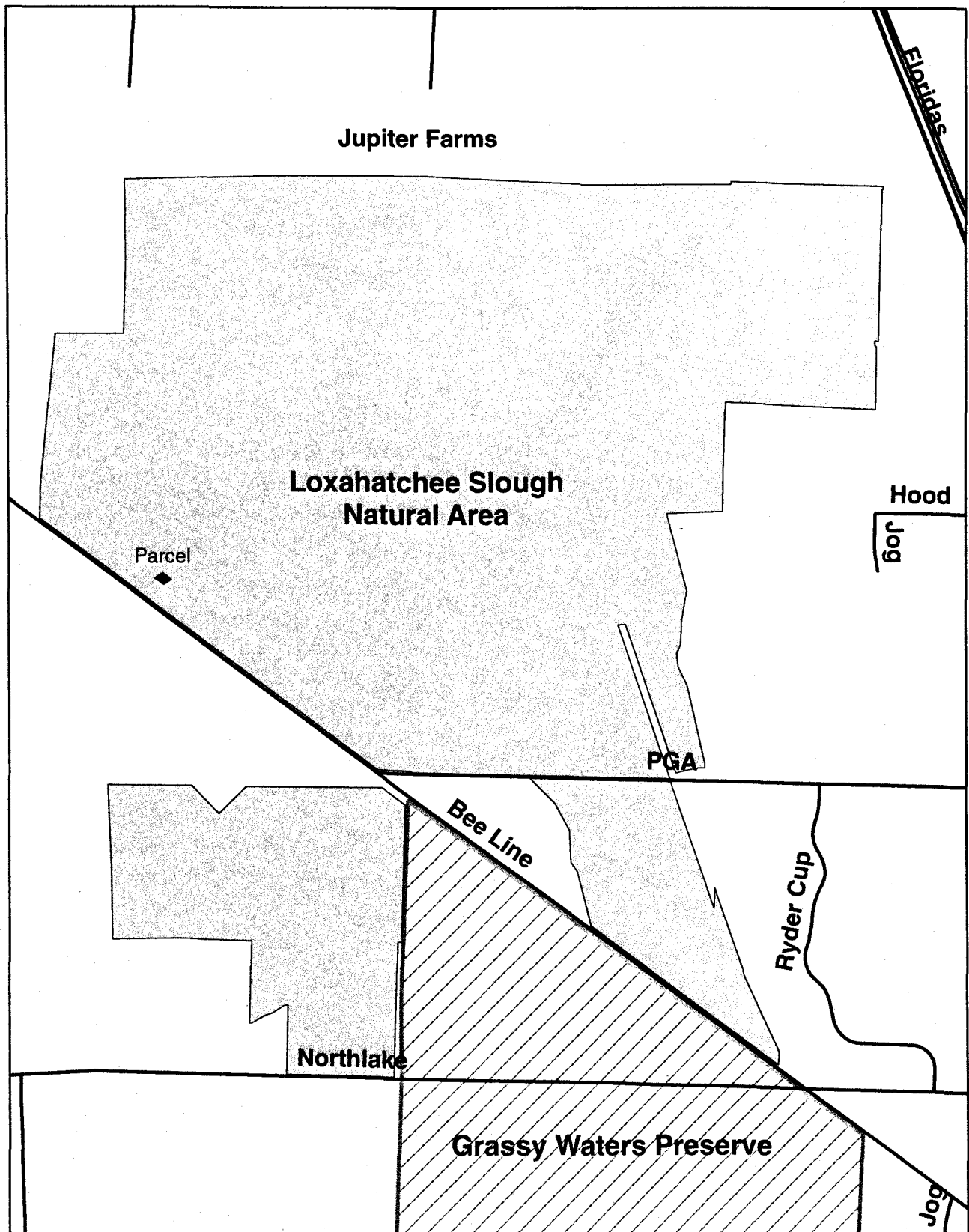
*[Signature]*  
Assistant County Attorney

**This amendment complies with  
our review requirements.**

### C. Other Department Review:




Department Director

# ATTACHMENT 1



## Location Map

### Legend

-  FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION PARCEL
-  LOXAHATCHEE SLOUGH NATURAL AREA
-  CITY OF WEST PALM BEACH'S GRASSY WATERS PRESERVE

Palm Beach County  
Department of Environmental  
Resources Management



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July 29, 2010;slm

## ATTACHMENT 2

CFN 20040189498  
OR BK 16774 PG 0118  
RECORDED 04/07/2004 12:34:22  
Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Court

LAN 06-14

This Instrument prepared by and return to:  
Holly Walter, Esquire  
South Florida Water Management District  
3301 Gun Club Road, P. O. Box 24680  
West Palm Beach, FL 33416-4680

Tax Folio # \_\_\_\_\_

Project: Loxahatchee Slough  
Tract: 100-013

### QUITCLAIM DEED

THIS INDENTURE made this 11<sup>th</sup> day of December, 2003, between **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33426-4680, Palm Beach County, hereinafter referred to as Grantor, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose mailing address is c/o Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399, hereinafter referred to as Grantee.

### WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in Palm Beach County, State of Florida, to wit:

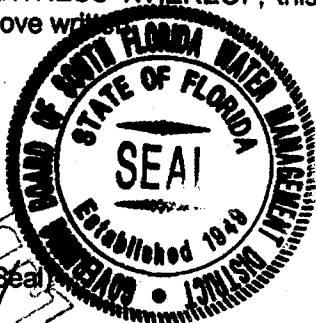
See Exhibit "A" attached hereto and made a part hereof

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only use, benefit and behoof of the said Grantee, its successors and assigns forever.

Acceptance of Transfer of Title to Donated Lands attached hereto as Exhibit "B" and by reference made a part hereof.

Exempt from Documentary Stamp Tax under s.201.02(6), Florida Statute

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by the Grantor the date first above written



(Corporate Seal)

GRANTOR:

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD

By: \_\_\_\_\_

Nicolas J. Gutierrez, Jr., Esq., Chair

ATTEST

Garrett Wallace, Secretary

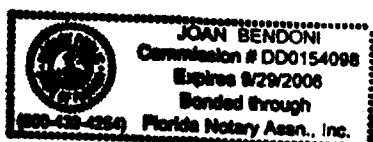
Form approved by:

Heck Waller 11-17-03  
South Florida Water Management  
District Counsel

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2003, by Nicolas J. Gutierrez, Jr., Esq., Chair of the Governing Board of the **South Florida Water Management District**, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.



Joan Bendoni  
Notary Public

Print

My Commission Expires: 9/29/06

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December 2003, by Garrett Wallace, Secretary of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.

Joan Bendoni

Notary Public

JOAN BENDONI

Print

My Commission Expires: 9/29/06

**Exhibit "A"**  
**Tract No. DA-100-013**

A Parcel of land lying within Section 35, Township 41 South, Range 41 East, Palm Beach County, Florida, more particularly described as follows: COMMENCING at the Quarter Section Corner located in the South line of said Section 35, thence run along the South line of said Section 35, North 89°45'40" East, a distance of 259.40 feet to a point on the North Right of Way line of State Road No. 710 (Beeline Hwy) (Bearings are based on the South line of the Southeast quarter of said Section 35 being North 89°45'40" East as shown on the attached sketch by Battaglia Land Surveyors, Inc. titled "Florida Fish & Wildlife Conservation Commission Field Operations Center" dated 04/06/00.); thence North 53°39'49" West along said Right of Way, a distance of 1878.39 feet; thence North 31°55'04" East, a distance of 416.46 feet; thence North 46°09'26" East, a distance of 253.99 feet; thence North 56°20'11" East, a distance of 27.63 feet; thence North 33°39'49" West, a distance of 25.00 feet to a point, said point also being THE POINT OF BEGINNING. Thence run North 53°39'49" West along a line parallel to and 700 feet North of at right angles to the Right of Way line of said State Road No. 710 (Beeline Highway), a distance of 396.50 feet; thence North 56°20'11" East, a distance of 350.00 feet; thence South 53°39'49" East, a distance of 396.50 feet; thence South 56°20'11" West, a distance of 350.00 feet to the POINT OF BEGINNING of the herin described parcel.

Containing 2.99 acres, more or less.

SFWMD  
OR Book 11025, Pg 909  
R:\Legals\Box\100-013g1  
April 21, 2003

LEGAL DESCRIPTION

03-May-03

0107EH  
JA

# EXHIBIT "A"

## SKETCH OF LEGAL DESCRIPTION

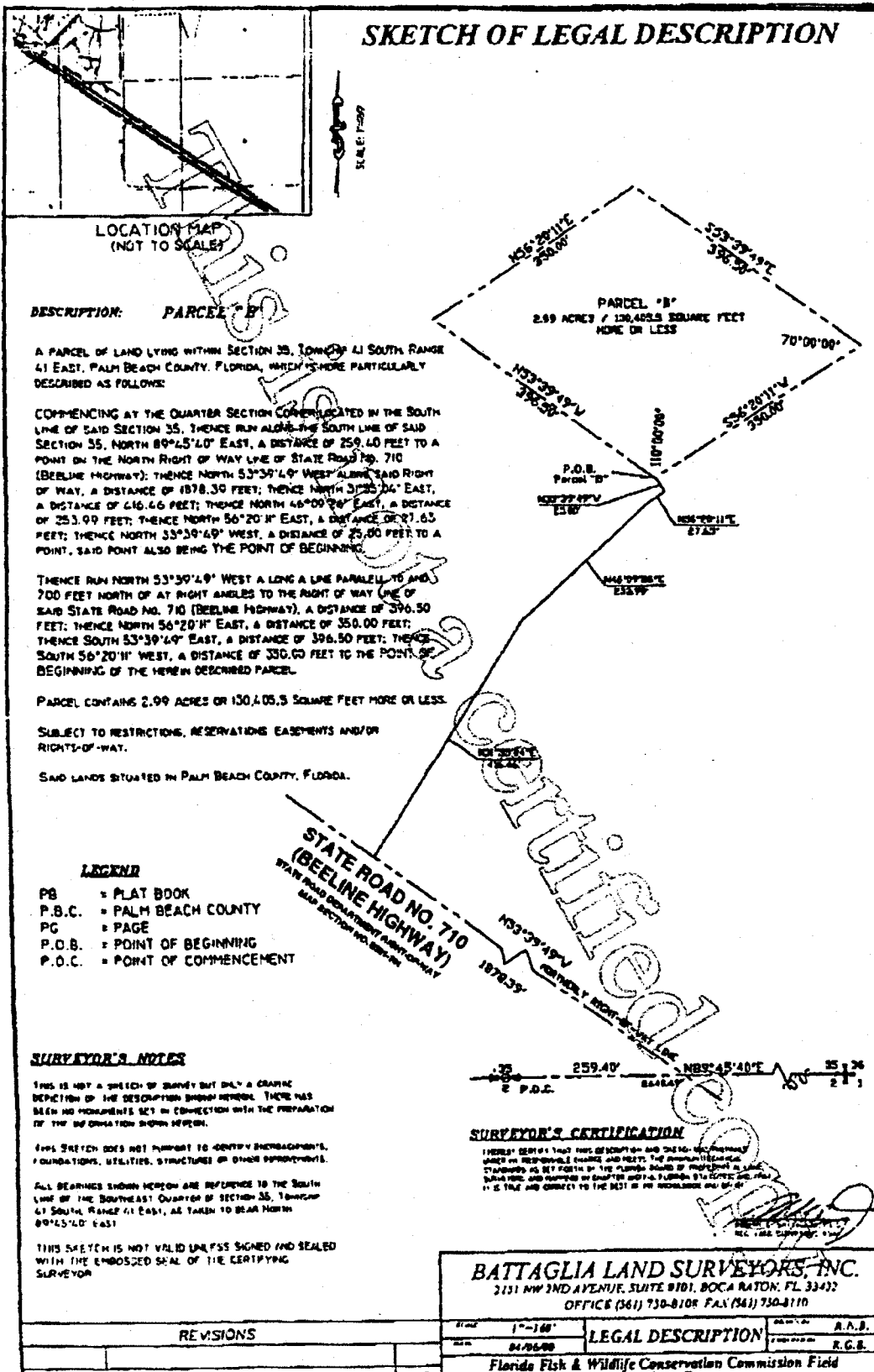


EXHIBIT "B"

ACCEPTANCE OF TRANSFER OF TITLE TO DONATED LANDS

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida hereby accepts this conveyance as a transfer of title of the real property as described in this Deed in accordance with F. S. 259.041(10)(a).

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

Judith A. Booth  
(SIGNATURE OF FIRST WITNESS)

Judith A. Booth  
(PRINTED, TYPED OR STAMPED NAME OF  
FIRST WITNESS)

BY: Lynda I. Godfrey  
Lynda I. Godfrey, Senior Acquisition Review Agent  
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

Adrienne Bellflower  
(SIGNATURE OF SECOND WITNESS)

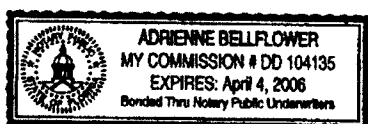
Adrienne Bellflower  
(PRINTED, TYPED OR STAMPED NAME OF  
SECOND WITNESS)

1-21-04  
Date Signed

STATE OF Florida )  
COUNTY OF Leon )

The foregoing instrument was acknowledged before me this 21 day of January, 2004 by Lynda I. Godfrey, Senior Acquisition Review Agent, 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. She is personally known to me.

(NOTARY PUBLIC SEAL)



Adrienne Bellflower  
Notary Public

Adrienne Bellflower  
(Printed, Typed, or Stamped Name of Notary Public)

Commission No.: DD 104135

My Commission Expires: 4/4/06

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Attachment 3

ATL1  
2.99

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

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AMENDMENT NUMBER 2 TO LEASE NUMBER 4161

THIS LEASE AMENDMENT is entered into this \_\_\_\_ day of  
\_\_\_\_, 20\_\_\_\_, 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, a political  
subdivision of the State of Florida, hereinafter referred to as "LESSEE";


W I T N E S S E T H

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

WHEREAS, on August 19, 1997, LESSOR and LESSEE entered into Lease  
Number 4161; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to  
the leased premises.

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

1. The legal description of the leased premises set forth in Exhibit "A"  
of Lease Number 4161 is hereby amended to include the real property  
described in Exhibit "A" attached hereto and by reference made a part  
hereof.
  2. It is understood and agreed by LESSOR and LESSEE that in each and  
every respect the terms of Lease Number 4161, except as amended, shall  
remain unchanged and in full force and effect and the same are hereby
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ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number Two to Lease Number 4161 is hereby binding upon the parties hereto and their successors and assigns.

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

By: \_\_\_\_\_ (SEAL)  
GLORIA C. BARBER, OPERATIONS  
AND MANAGEMENT CONSULTANT  
MANAGER, BUREAU OF PUBLIC LAND  
ADMINISTRATION, DIVISION OF  
STATE LANDS, STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: \_\_\_\_\_  
DEP Attorney

"LESSEE"

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Burt Aaronson, Chair

(OFFICIAL SEAL)

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Robert M. Miller*  
Department Director

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EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

A Parcel of land lying within Section 35, Township 41 South, Range 41 East, Palm Beach County, Florida, more particularly described as follows: COMMENCING at the Quarter Section Corner located in the South line of said Section 35, thence run along the South line of said Section 35, North 89°45'40" East a distance of 259.40 feet to a point on the North Right of Way line of State Road No. 710 (Beeline Hwy) (Bearings are based on the South line of the Southeast quarter of said Section 35 being North 89°45'40" East as shown on the attached sketch by Battaglia Land Surveyors, Inc. titled "Florida Fish & Wildlife Conservation Commission Field Operations Center" dated 04/06/00.); thence North 53°39'49" West along said Right of Way, a distance of 1878.39 feet; thence North 31°55'04" East, a distance of 416.46 feet; thence North 46°09'26" East, a distance of 253.99 feet; thence North 56°20'11" East, a distance of 27.63 feet; thence North 33°39'49" West, a distance of 25.00 feet to a point, said point also being THE POINT OF BEGINNING. Thence run North 53°39'49" West along a line parallel to and 700 feet North of at right angles to the Right of Way line of said State Road No. 710 (Beeline Highway), a distance of 396.50 feet; thence North 56°20'11" East, a distance of 350.00 feet; thence South 53°39'49" East, a distance of 396.50 feet; thence South 56°20'11" West, a distance of 350.00 feet to the POINT OF BEGINNING of the herein described parcel.

BSM: *May 10*

DATE: 4/8/10

## ATTACHMENT 4

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

LEASE AGREEMENT

R97-10400

Lease No. 4161

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_ day  
of AUG 19 1997 19\_\_, 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 fifty  
(50) years commencing on August 19, 1997 and ending on  
August 18, 2047 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  
necessary for the accomplishment of this purpose as designated in  
the Management Plan required by paragraph 8 of this lease.

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

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

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, 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 Chapter 18-2, 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 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 occurrence and \$200,000 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Land Management Services, 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 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  
Department of Environmental Resources Management  
3323 Belevvedere 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

Cheryl Granger  
Witness

Cheryl Granger  
Print/Type Witness Name

Elizabeth R. Whitman  
Witness

Elizabeth R. Whitman  
Print/Type Witness Name

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

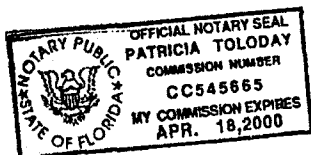
"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this  
15th day of September, 1999, 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

(SEAL)



Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Samuel H. Huse  
DEP Attorney

Gloria Madison  
Witness  
Gloria Madison  
Print/Type Witness Name

Barbara J. Volkmoth  
Witness  
BARBARA J. VOLKMOOTH  
Print/Type Witness Name

PALM BEACH COUNTY, FLORIDA  
By its Board of County  
Commissioners

By: [Signature]  
AUG 19 1997

Print/Type Name  
Title: Chairman Burt Aaronson

"OFFICIAL SEAL"

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney

ATTEST: DOROTHY H. WILKEN, CLERK  
~~Board of County Commissioners~~  
By [Signature]  
DEPUTY CLERK  
Print/Type Name  
Title: \_\_\_\_\_

"SUBLESSEE"

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of AUG 19 1997 19\_\_\_\_, by Chairman Burt Aaronson, as  
\_\_\_\_, Board of County Commissioners of Palm  
Beach County, Florida, who is/~~are~~ personally known to me, ~~or who~~  
~~has produced~~ N/A as identification.

(SEAL)

[Signature]  
Notary Public, State of Florida  
Willia Oswalt  
Deputy Clerk  
Type Notary Name

Commission Number:

Commission Expires:

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

R97-1040D

28

HEIDI JUHL  
ASSISTANT COUNTY ATTORNEY  
PALM BEACH COUNTY ATTORNEY'S OFFICE  
301 N. OLIVE AVENUE  
WEST PALM BEACH, FL 33401

THIS DEED, made this 18 day of March, 1997, by PALM BEACH COUNTY, a political subdivision of the State of Florida, Grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, located at c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mall Station 115, Tallahassee, FL 32398, Grantee.

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

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

By: A. L. Lee  
Deputy Clerk

### Chair

R96 1173

By: M. G. Clark  
Assistant County Attorney

By: [Signature]  
Assistant County Attorney

Approved for Closing  
By: Peter Fodor  
DEP Attorney  
Date: 3-12-97

Approved for Agenda  
Purposes Only

By: \_\_\_\_\_  
DEP Attorney

Date: \_\_\_\_\_

Exhibit "A"  
Page 16 of 18 Pages  
Lease No. 4161

29

## EXHIBIT "A"

A parcel of land lying in Sections 20, 28 and 29, Township 41 South, Range 43 East, Palm Beach County, Florida and being more particularly described as follows:

All of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of said Section 20, East of the Easterly right of way line of the Intracoastal waterway, as said right of way is shown on plat recorded in Plat Book 17, page 6, of the public records of Palm Beach County, Florida, Less the South 50 feet thereof for a County Road;

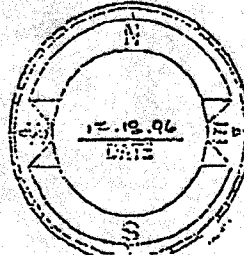
Together with the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 20, East of the Easterly right of way line of the Intracoastal Waterway, as said right of way is shown on plat recorded in Plat Book 17, page 6 of the public records of Palm Beach County, Florida; LESS that part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) conveyed to the Florida Inland Navigation District, as described in Deed Book 658, page 430 of the public records of Palm Beach County, Florida;

Together with the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 28, Township 41 South, Range 43 East, LESS the right of way of State Road No. 5; and LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5;

Together with the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 28, Township 41 South, Range 43 East; LESS AND EXCEPTING THEREFROM the right of way of State Road 5, ALSO LESS those parcels described in Official Records Book 1876, page 844, Official Records Book 1935, page 1869, and Official Records Book 1951, page 225 of the public records of Palm Beach County, Florida, ALSO LESS the right of way of Ellison Wilson Road, and ALSO LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road 5. ALSO LESS the right of way for Rolling Green Road as recorded in Official Records Book 1883, page 593 of said public records.

Together with Government Lot 2, Section 28, Township 41 South, Range 43 East, in Palm Beach County, Florida, LESS AND EXCEPTING THEREFROM the North 106 feet of said Section 28;

Together with the North 595 feet of Government Lot 3 and all that part of the North 595 feet of Government Lot 4 lying West of a line 500 feet Westerly of and parallel to the West right of way line of U.S. Highway No. 1 in Section 28, Township 41 South, Range 43 East;

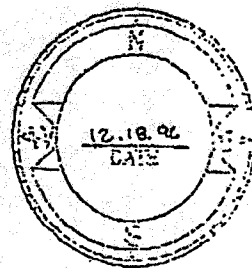


Together with the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 28, Township 41 South, Range 43 East, in Palm Beach County, Florida; Together with the South 170.92 feet of Government Lot 3 and the South 170.92 feet of Government Lot 4, lying West of State Road No. 5, Section 28, Township 41 South, Range 43 East, Palm Beach County, Florida; LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5;

Together with the North 572.20 feet of the South 743.12 feet of Government Lot 3 and all of that part of the North 572.20 feet of the South 743.12 feet of Government Lot 4 lying West of U.S. Highway No. 1 in Section 28, Township 41 South, Range 43 East; LESS AND EXCEPTING THEREFROM that part of the North 572.20 feet of the South 743.12 feet of Government Lot 4 lying North of the South line of the North 595.00 feet of Government Lot 4, East of a line 500.00 feet Westerly of and parallel to the West right-of-way line of State Road No. 5; ALSO LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5;

Together with that part of the Northeast Quarter (NE 1/4) of Section 29, Township 41 South, Range 43 East lying Easterly of the East right of way line of Ellison Wilson Road; LESS AND EXCEPTING THEREFROM the North 106 feet of said Section 29.

FAUSER\B5MCCSL513\WWW\PLUN\NOHILL.DG, December 18, 1955



## ATTACHMENT 5

ATL  
12.0.0.0

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

R 99 15640  
AUG 21 1998

AMENDMENT NUMBER 1 TO LEASE NUMBER 4161

THIS LEASE AMENDMENT is entered into this 15<sup>th</sup> day of June, 1999, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and PALM BEACH COUNTY, FLORIDA, hereinafter referred to as "LESSEE";

### W I T N E S S E T H

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

WHEREAS, on August 19, 1997, LESSOR and LESSEE entered into Lease Number 4161; and

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

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

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4161 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 4161 except as amended shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

R 99 15640

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

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

Willard D. Crabb  
Witness

Raymond D. Crabb  
Print/Type Witness Name

Gregory L. Carpenter  
Witness

Gregory L. Carpenter  
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this  
15th day of JUNE, 1999, by Daniel T. Crabb, as  
Chief, Bureau of Public Land Administration, Division of State  
Lands, Florida Department of Environmental Protection, as agent  
for and on behalf of the Board of Trustees of the Internal  
Improvement Trust Fund of the State of Florida. He is personally  
known to me.



Sylvia S. Roberts  
MY COMMISSION / CCA#0007 EXPIRES  
JULY 25, 2001  
SIGNED THRU TRISTAR INSURANCE, INC.

Sylvia S. Roberts  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Samuel Wain  
DEP Attorney

R99 1564D

PALM BEACH COUNTY, FLORIDA  
By Its Board of County  
Commissioners

AUG 24 1999 R99 1564D

By: Maude Ford Lee (SEAL)

Maude Ford Lee

Print/Type Name

Title: Chair

Board of County Commissioners

OFFICIAL SEAL

DEPUTY CLERK

James S. Fetterly  
Witness  
Print/Type Witness Name  
James S. Fetterly  
Witness  
Print/Type Witness Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Mark J. Wall  
County Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

ATTEST:

County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Palm Beach County

"LESSEE"

The foregoing instrument was acknowledged before me this  
7th day of June, 1999, by Maude Ford Lee and  
James S. Fetterly, as Chair and  
respectively, on behalf of the Board of County Commissioners of  
Palm Beach County, Florida. They are personally known to me.

Tammi Underwood Wilkins  
Notary Public, State of Florida

Tammi Underwood Wilkins  
Print/Type Notary Name

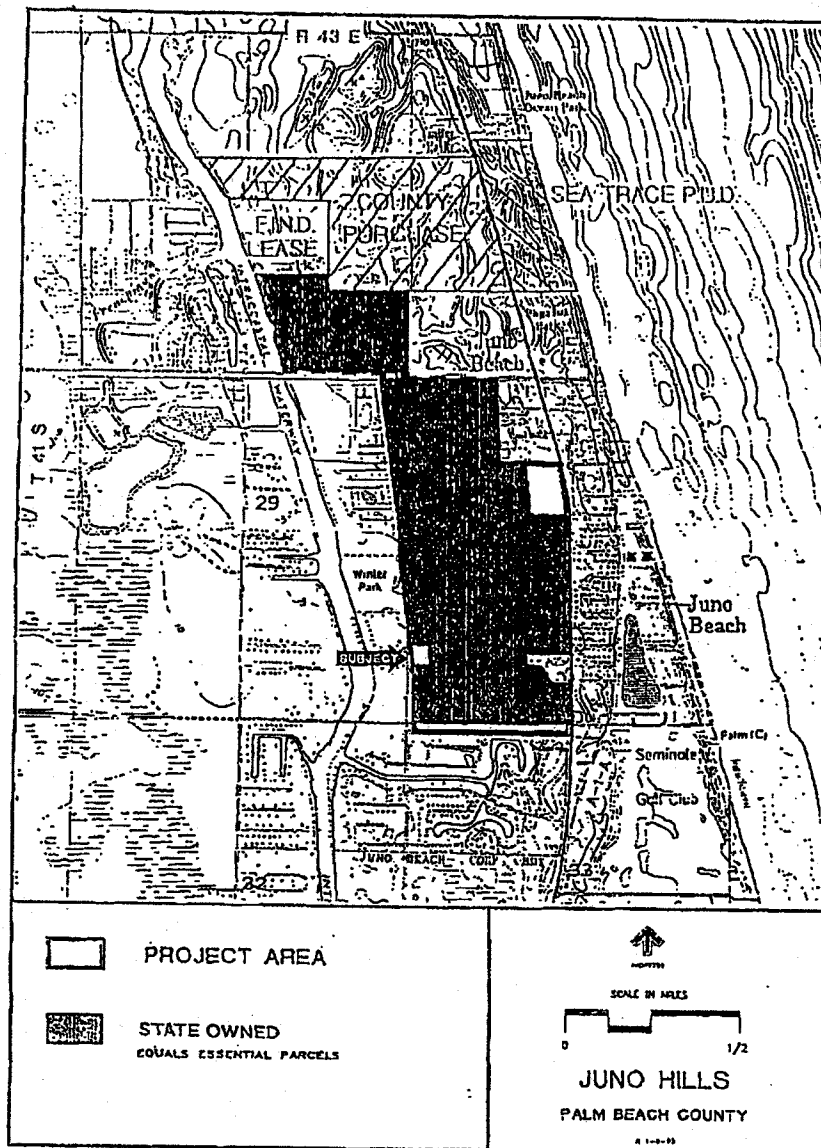
Commission Number:

Commission Expires:



Tammi Underwood Wilkins  
MY COMMISSION # 00544301 EX  
September 15, 1999  
SIGNED THEM THEY ARE VALID.

R99 1564D



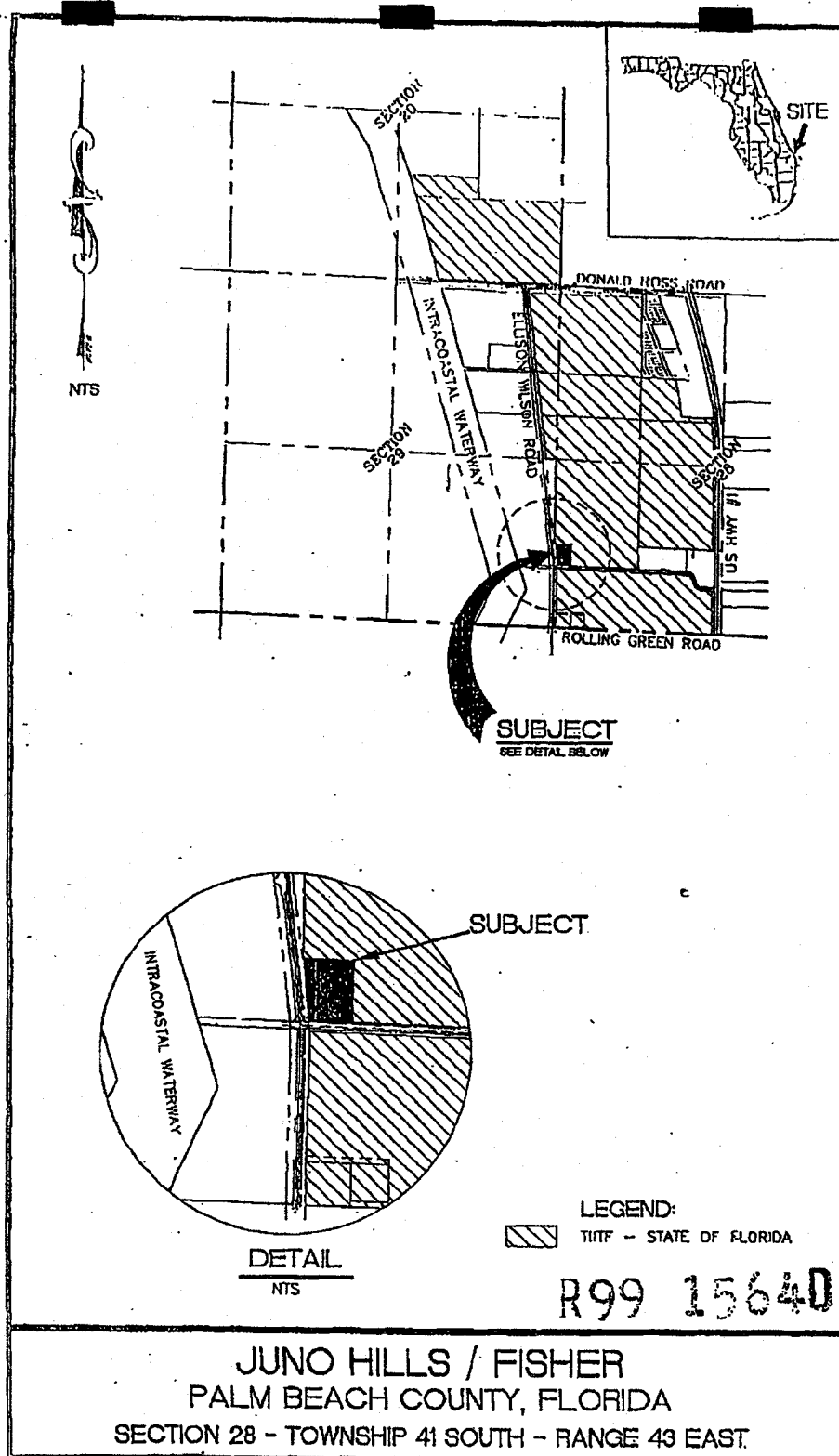
325

R99 1564D

Exhibit A  
Page 4 of 7 pages  
Amendment 1 to Lease No. 4161

207

35



PRESTIGE TITLE  
Please Return To:

TEL: 1-407-383-5699

Dec 16 '98 17:21 No. 005 1992

Prestige Title Agency, Inc.  
736 Colorado Avenue  
Stuart, Florida 34994

COUNTY DEED  
(STATUTORY FORM - SECTION 125.411, F.S.)

THIS INDENTURE, made this 11<sup>th</sup> day of December, A.D. 1998,  
between Palm Beach County, a political subdivision of the State of Florida,  
whose post office address is 301 North Olive, Suite 601 West Palm Beach,  
Florida 33401, party of the first part, and the BOARD OF TRUSTEES OF  
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF  
FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 1900  
Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, party of the second part.

(Wherever used herein the terms "party of the first part" and "party of the second part" include all the parties to this  
instrument and their heirs, legal representatives, successors and assigns. "Party of the first part" and "party of the  
second part" are used for singular and plural, as the context requires and the use of any gender shall include all  
genders.)

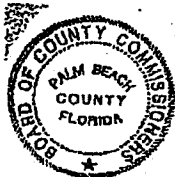
WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the  
party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second  
part, his or her heirs and assigns forever, the following described land situate, lying and being in Palm Beach County, Florida, to-  
wit:

See Exhibit "A" attached hereto and by reference made a part hereof, together with all riparian and littoral rights appurtenant  
thereto.

Property Appraiser's Parcel Identification Number: 00-43-41-28-00-000-7070

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of  
County Commissioners acting by the Chair of said board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS,  
PALM BEACH COUNTY, FLORIDA  
a political subdivision of the State of Florida



By: Maudie Ford Lee  
Name: Maudie Ford Lee  
Chair

DOROTHY H. WILKEN, CLERK  
Board of County Commissioners  
Attest: [Signature]  
Name: [Signature]  
DEPUTY CLERK  
Clerk

R98 290  
(Official Seal)

Approved as to form and  
Legal sufficiency

By: [Signature]  
Assistant County Attorney

APPROVED  
FOR CLOSING

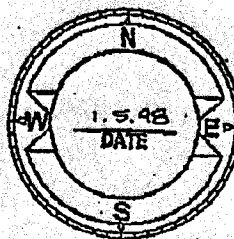
R99 1564 DEC 18 1998

Exhibit A  
Page 6 of 7 pages  
Amendment 1 to Lease No. 4161

By: Peter Fodor  
(DEP Attorney)

## Exhibit "A"

The West 275 feet of the North 370 feet of the Southwest Quarter of the Southwest Quarter of Section 28, Township 41 South, Range 43 East, Palm Beach County, Florida, less the right of way for Rolling Green Road as described in Official Record Book 1883, Page 595, and less the right of way for Ellison-Wilson Road as described in Deed Book 1054, Page 665, and Official Record Book 539, Page 489, of the Public Records of Palm Beach County, Florida.



P:\03M\LEOALS\PALM BEACH\UNOFISR.DOC  
Juno Hill, Fisher, Palm Beach County

R99 1564D

Exhibit A  
Page 7 of 7 pages  
Amendment 1 to Lease No. 4161