

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

Meeting Date: October 18, 2011

(X) Consent

() Regular

() Workshop

() Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

Parks and Recreation

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve an Interlocal Agreement with the Town of Jupiter for the Fullerton Island Enhancement Project, the expansion of the Burt Reynolds Park Staging Dock, and a Riverwalk Bridge; and

B) authorize the County Administrator, or his designee, to sign all future time extensions, minor amendments, or other forms associated with the Interlocal Agreement and associated easements that do not change the scope of work or terms and conditions of this agreement.

Summary: On September 6, 2011, the Town of Jupiter approved the ninety-nine (99) year Interlocal Agreement, which provides easements to the County to access, restore, operate and maintain Fullerton Island and a staging dock at Burt Reynolds Park; and provides a temporary construction easement to the Town to construct the Riverwalk Bridge Project from Burt Reynolds Park West to A1A. District 1 (AH)

Background and Justification: The Interlocal Agreement with the Town establishes the easements and the responsibilities for three projects located at Fullerton Island and Burt Reynolds Parks. The Fullerton Island Enhancement Project will improve the 12 acre island by removing exotic vegetation and providing seagrass, mangrove and coastal habitat which may provide future mitigation credit. Public access and recreational opportunities will be provided by a 6 slip boat dock, kayak access and passive recreation. The Departments of Environmental Resources Management and Parks and Recreation will provide long-term maintenance of the Island and public access features.

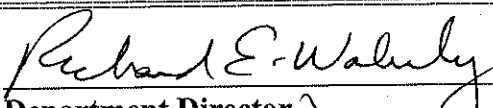
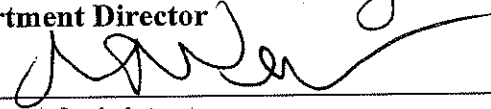
The Burt Reynolds Park Staging Dock Project will be constructed and managed by the County. Upon completion of the dock and the Riverwalk Bridge, the Town will convey the title of the submerged lands to the County.

The Riverwalk Bridge will be constructed and managed by the Town. The County will provide a temporary construction easement and exclusive rights to the Town to construct and maintain the bridge.

There are no fiscal impacts for the Fullerton Island Enhancement and Burt Reynolds Staging Dock Projects at this time. The budgets will be established when the projects receive bids and contracts are brought before the Board. The Departments will pursue grants and funding partners for these projects.

Attachment:

1. Interlocal Agreement

| | | |
|-----------------|--|----------|
| Recommended by: |  | 9/29/11 |
| | Department Director | Date |
| Approved by: |  | 10/11/11 |
| | County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2012 | 2013 | 2014 | 2015 | 2016 |
|--|-------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | _____ | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Program _____

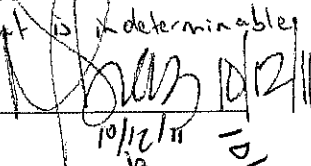
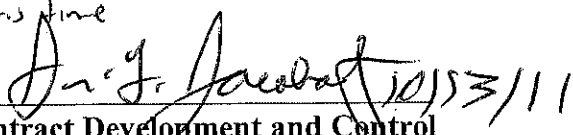
B. Recommended Sources of Funds/Summary of Fiscal Impact:
No fiscal impact at this time

C. Department Fiscal Review: No fiscal impact at this time. The agreement allows for the identification of staging areas to be included in bid documents for various projects.

III. REVIEW COMMENTS

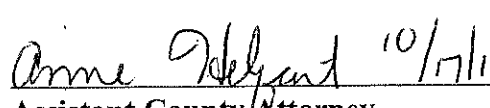
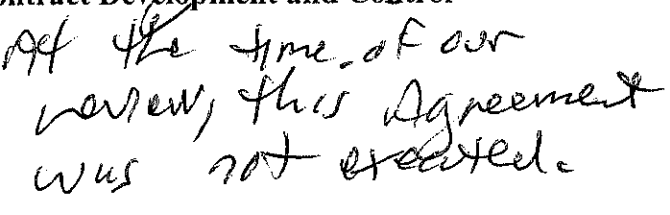
A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Fiscal impact is indeterminable at this time

OFMB 10/12/11 11/15/11 Contract Development and Control

B. Legal Sufficiency:

Anne Delgant 10/17/11
Assistant County Attorney

C. Other Department Review:



Department Director
Parks & Recreation

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
THE TOWN OF JUPITER
FOR
FULLERTON ISLAND ENHANCEMENT
AND
BURT REYNOLDS PARK
STAGING DOCK AND RIVERWALK BRIDGE**

This Interlocal Agreement (hereinafter Agreement) is made this ___ day of _____, 2011, between the **Town of Jupiter**, a municipal corporation under the laws of the State of Florida (hereinafter Town) and **Palm Beach County**, a political subdivision of the State of Florida (hereinafter County), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and collectively referred to hereinafter as the "Parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, pursuant to Florida Statute 125.01, (2005), the Board of County Commissioners of Palm Beach County is empowered to establish and administer programs of conservation and to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, on November 2, 1970, the State of Florida designated the Loxahatchee River-Lake Worth Creek Aquatic Preserve under Chapter 258, Florida Statutes; and

WHEREAS, the Loxahatchee River-Lake Worth Creek Aquatic Preserve, in the area of Lake Worth Creek, is designated an Urban Preserve by the State of Florida and is managed by restoring and enhancing the natural condition of the resources; and

WHEREAS, the Town owns the real property known as "Fullerton Island" and submerged lands adjacent to the County owned Burt Reynolds Park; and

WHEREAS, both Fullerton Island and Burt Reynolds Park are located within Loxahatchee River-Lake Worth Creek Aquatic Preserve (**Exhibit "A"**); and

WHEREAS, the Parties recognize that enhancement of Fullerton Island would improve the environmental condition of Lake Worth Creek by improving fisheries and water quality; and

WHEREAS, the Parties desire to provide limited passive recreational opportunities and increase public access to both Fullerton Island and Burt Reynolds Park; and

WHEREAS, the Parties have determined that it is in the best interest of their residents and visitors to construct the Fullerton Island Enhancement Project (the "Project"), Staging Dock Expansion Project (the "Dock Expansion Project") and the Riverwalk Bridge (the "Bridge Project"), while preserving the existing natural resources and its associated biological communities in their natural state for future generations as examples of intact native Florida Ecosystems; and

WHEREAS, the Parties wish to establish construction and management responsibilities for the Projects; and

WHEREAS, the Parties believe that increased wetland enhancements would result in seagrass and mangrove habitat, some of which may be used to provide mitigation credit for permitted public projects.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein.
2. **Purpose of the Agreement**. The purpose of this Agreement is to set forth the Parties respective obligations with regard to provision of lands, permitting, construction, operation and maintenance of the Projects.
3. **Effective Date**. This Agreement shall become effective upon execution by both Parties. The County shall file the Agreement with the Clerk of Courts and shall provide the Town with a fully executed original of the Agreement within thirty (30) days of the Effective Date.
4. **Term**. This Agreement shall continue in full force and effect for a period of ninety nine (99) years from the Effective Date, unless otherwise terminated as provided herein.
5. **Representatives**. The Parties each hereby designate a Representative who will be responsible for the overall coordination and oversight relating to the performance of this Agreement. The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective Representatives. The Representatives for each Party are identified below. Each Party shall provide immediate notice of the substitution of its Representative:

Palm Beach County:

Name: Director
Address: Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL33411-2743
Phone: (561) 233-2400

Palm Beach County:

Name: Director
Address: Palm Beach County
Parks and Recreation Department
2700 Sixth Avenue So.
Lake Worth, FL33461
Phone: (561) 966-6600

Town of Jupiter:

Name: Town Manager
Address: Town of Jupiter
210 Military Trail
Jupiter, FL 33458
Phone: (561) 741-2214

6. Responsibilities and Duties of the Town.

Fullerton Island Enhancement Project

6.1 The Town grants to the County an easement across and over its property for the right to access, restore, operate and maintain the real property, owned by the Town, named Fullerton Island, consisting of approximately twelve acres, subject to the terms and conditions set forth herein. A map and legal description showing the location of the real property is attached hereto and incorporated herein as **Exhibit "B"**.

6.2 The Town agrees to endeavor to waive Town fees and review the Project plan as designed in **Exhibit "C"**.

6.3 The Town will co-sign permit applications and provide any required conservation easements associated with the Project.

6.4 The Town shall be responsible for providing security and fire protection services for Fullerton Island.

Burt Reynolds Park Staging Dock Project

6.5 The Town grants to the County the right to access, restore, operate and maintain the submerged and real property, owned by the Town, to construct the Burt Reynolds Park staging dock expansion over the submerged lands area consisting of approximately 0.39 acres as depicted on **Exhibit "D"**, subject to the terms and conditions set forth herein. The area is included in the map and legal description showing the location of the submerged and real property attached hereto and incorporated herein as **Exhibit "D-1"**.

6.6 The Town of Jupiter shall convey the title of the submerged land (as described in **Exhibit "D-1"**) to the County upon completion of the staging docks and the Riverwalk Bridge from Burt Reynolds Park to A1A.

Riverwalk Bridge Project

6.7 Town shall construct and maintain the Riverwalk Bridge in good condition and repair at its sole cost and expense (**Exhibit "E"**).

7. Responsibilities and Duties of the County.

Fullerton Island Enhancement Project

7.1 The County, through its Department of Environmental Resources Management, shall be responsible for procuring the services of contractors, consultants and engineers for design, construction and project management needed to create the Project, and for timely performing all work items described in this Agreement and **Exhibit "C"**. The County shall obtain all necessary permits and shall perform the Project in accordance with applicable Local, State and Federal Statutes, Rules and Ordinances and regulatory agency permit.

7.2 The County shall co-sign necessary permit applications for the Project.

7.3 The County will monitor the Project upon completion to document the successful recruitment and survival of wetland species (seagrasses and mangroves), as required by permitting and funding agencies, and evaluate these successes in terms of possible mitigation credits.

7.4 The County agrees to manage and maintain the public use facilities, through its Parks and Recreation Department, and the wetland restoration/creation area, through its Environmental Resources Management Department.

Burt Reynolds Park Staging Dock Project

7.5 The County shall use and occupy the Staging Dock Easement area exclusively to construct, maintain and operate for the benefit of the public an access staging dock for boats as depicted on **Exhibit "D"**.

7.6 The County shall maintain the Staging Dock Easement Area in good condition and repair at its sole cost and expense.

Riverwalk Bridge Project

7.7 The County agrees to grant the Town a temporary construction easement area to construct the proposed Riverwalk Bridge at the Town's sole cost and expense in its landing location within Burt Reynolds Park as depicted on **Exhibit "E"** attached hereto or as may be amended during the environmental permitting process and by reference made a part hereof (the "Riverwalk Bridge Easement Area").

7.8 The County shall grant the Town the exclusive right to construct, and maintain the Riverwalk Bridge in the location shown in **Exhibit "E"** or as may be amended during the environmental permitting process and to operate it in accordance with the County's hours of operation and park rules for Burt Reynolds Park.

7.9 County will be co-applicant on the permit to construct the Riverwalk Bridge.

7.10 County shall not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Riverwalk Bridge.

8. Environmental Benefits.

8.1 The Town shall be entitled to receive 44% of any environmental benefits approved by the permitting agencies as a result of successful wetland habitat enhanced/created by the Fullerton Island Enhancement Project as determined through environmental monitoring. These benefits may be used by the Town for its own mitigation needs.

8.2 The County shall be entitled to receive 56% of any environmental benefits approved by the permitting agencies as a result of successful wetland habitat enhanced/created by the Fullerton Island Enhancement Project as determined through environmental monitoring. These benefits may be used to satisfy restoration/enhancement partners or used by the County for its own mitigation needs.

9. Default, Termination and Opportunity to Cure.

9.1 If a Party fails to fulfill its obligations under this Agreement in a timely and proper manner, the Party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The Party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting Party fails to correct the deficiency within this time, unless otherwise agreed by the Parties, this Agreement shall terminate at the expiration of the thirty (30) day time period.

10. Notice. All notices required or permitted to be given or delivered by or to any party hereunder, shall be in writing and shall be hand delivered by messenger, courier service or prepaid overnight delivery service, by electronic transmission producing a written record, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the Notice if by personal delivery, courier services or prepaid overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. Such notices shall be delivered to the Parties' Representative identified above in Section 5. A copy of all such notices shall also be sent to the following counsel by U.S. Mail. Should any party change its address, written notice of such new address shall promptly be sent to all Parties.

Palm Beach County: Palm Beach County Attorney's Office
301 North Olive Avenue – 6th floor
West Palm Beach, FL 33401

Town: Town Attorney's Office
210 Military Trail
Jupiter, FL 33458

11. Dispute Resolution. As a condition precedent to any Party bringing a lawsuit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and must seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable

method of non-binding alternative dispute resolution with a qualified third-party. The disputing Parties shall equally share the costs for dispute resolution services; however, each party shall bear the cost of its own attorney's fees and costs. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement. All negotiations held pursuant to this provision shall be confidential to the extent permitted by law.

12. 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.

13. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of State, County, or Town officers. No Party to this Agreement shall be considered an employee or agent of any other Party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractor between the Parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

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

Assignment. The Parties shall not assign, delegate, or otherwise transfer their rights and obligations as set forth in this Agreement without prior written consent of the other Parties. Any attempted assignment in violation of this provision shall be void.

14. Filing. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

15. Liability. No Party to this Agreement or its respective officers, agents or employees shall be deemed to assume any liability for the acts, omissions, or negligence of any other Party. Further, nothing herein shall be construed as a waiver of sovereign immunity by any Party, pursuant to Section 768.28, Florida Statutes. To the extent provided in Section 768.28, Florida Statutes, each Party assumes any and all risks of personal injury, bodily injury, and property damage attributable to the negligent acts or omissions of that Party and its own officers, employees, servants, and agents.

16. Insurance.

16.1 Each Party warrants and represents that it is 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 a Party maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, that Party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Parties agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

16.2 The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to any Party any remedy or defense available to such Party under the

laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

16.3 In the event any Party subcontracts any part or all of the Project work hereunder to a third party, the contracting Party shall require each and every subcontractor to name the other Parties as "additional insureds" on all insurance policies as required by the contracting Party. Any contract awarded for work under this Agreement shall include a provision whereby the contracting Party's subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the other Parties harmless from all damages arising in connection with said contract.

16.4 When requested, each Party shall provide any other Party with an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which all Parties agree to recognize as acceptable for the above mentioned coverages.

16.5 Compliance with the foregoing requirements shall not relieve any Party of its liability and obligations under this Agreement.

17. Compliance With Law.

17.1 The Parties shall comply with any applicable federal, state and local rules and regulations in providing services under this Agreement. The County further agrees to include this provision in any subcontracts issued as a result of this Agreement.

17.2 The Parties by their execution of this Agreement, acknowledge and attest that neither they nor, to the best of their knowledge, any of their suppliers, contractors, or consultants who shall perform work on the Project is on the convicted vendor list. The Parties further understand and accept that this Agreement shall be either void or subject to immediate termination by the other Parties in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. In the event of such termination the Party not in default, shall not incur any liability to the defaulting Party, for any work or materials furnished.

17.3 The Parties warrant that they have not employed or retained any person, other than a bona fide employee working solely for the Party, to solicit or secure this Agreement. Further the Parties warrant that they have not paid or agreed to pay any person, other than a bona fide employee working solely for the Party, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, any Party may terminate this Agreement without liability and, in its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

18. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the Agreement shall be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

19. Time of the Essence. The Parties expressly agree that time is of the essence in this Agreement. If any Party fails to timely perform its obligations as set forth within this Agreement

within the time required or, if no time is prescribed, within a reasonable period of time, any other Party, who is not liable for the delay, may exercise its discretion to accept or reject belated performance and may exercise any other rights or remedies available.

20. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion which is beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.

21. **Equal Opportunity Provision.** The Parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

22. **Records.** The Parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial 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. 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. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time and place. 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.

23. **Waiver.** Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by any Party its successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Parties from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

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

25. **Severability.** In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, such provision shall be deemed null and void and shall be severable but shall not invalidate any other provision of this Agreement.

26. **Amendments.** This Agreement may only be amended by written Agreement executed by the Parties with the same formality used to execute this Agreement.

27. **Entirety of Agreement.** This Agreement represents the entire understanding between the Parties, and supersedes all other negotiations, representations, or agreements, either written or oral.

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

29. **Funding Contingency.** Completion of the Parties' responsibilities under this Agreement is contingent upon each of the Parties approving and securing, as applicable, its funding obligation hereunder. Notwithstanding this contingency, each Party shall diligently pursue the approval and procurement of its funding obligation.

IN WITNESS WHEREOF, each of the Parties or its duly authorized representatives has caused this Agreement to be signed in its name by its chair and its seal to be affixed hereto, attested to by its Clerk, on the date and year first above written.

ATTEST: Sharon Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

Date: _____, 2011

APPROVED AS TO TERMS
AND CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Richard E. Walerdy
Department Director
Environmental Resources Management

By: Anne Adgent
Assistant County Attorney

By: Eric Cee
Department Director
Parks and Recreation

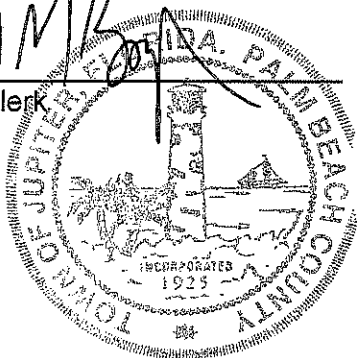
ATTEST:

TOWN OF JUPITER, FLORIDA

By: [Signature]
Town Clerk

By: [Signature]
Karen J. Golonka, Mayor

Date: 10-7, 2011



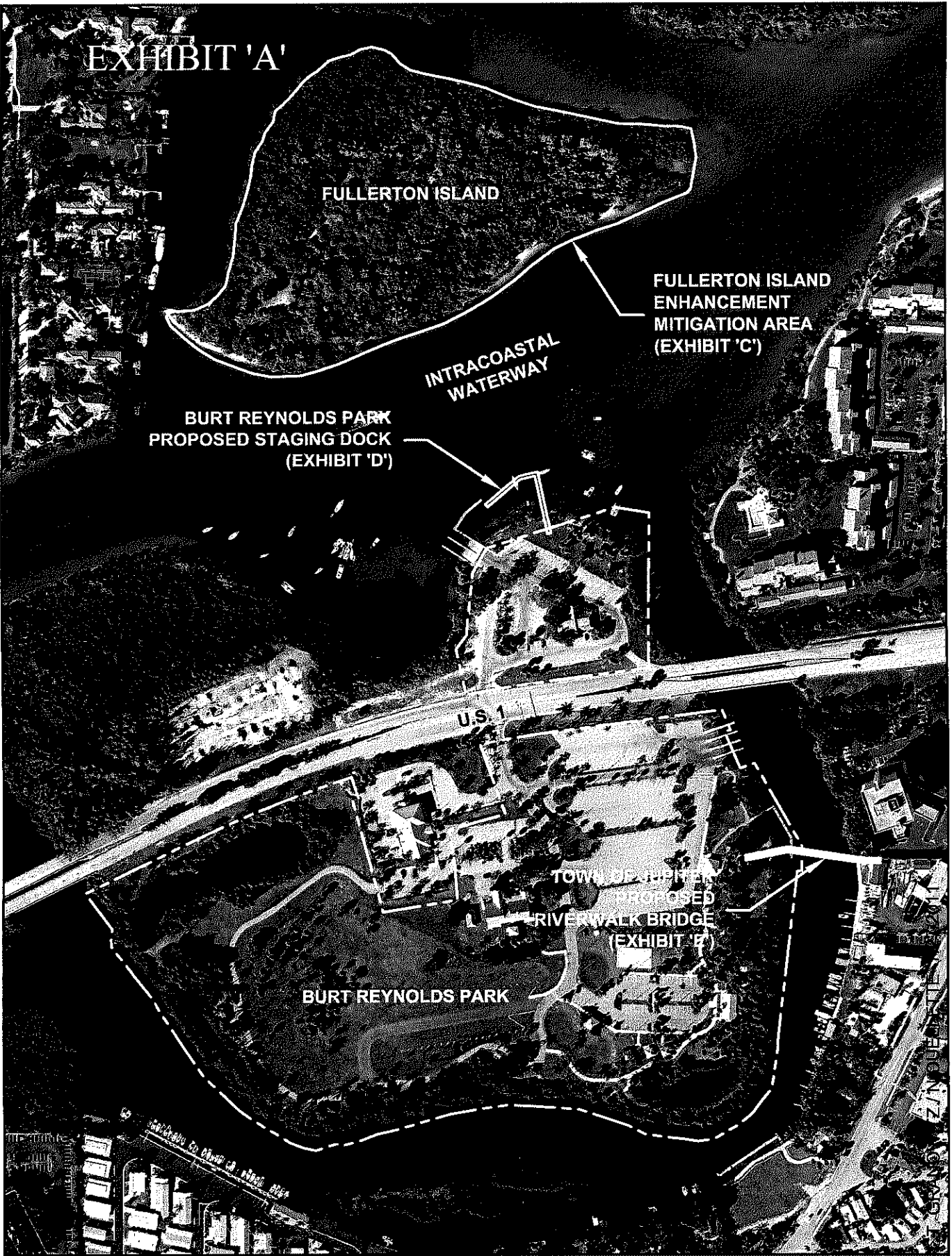
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Thomas J. Baird, Town Attorney

EXHIBITS

- A. Projects Location Map
- B. Fullerton Island Map and legal description
- C. Fullerton Island Project Planview
- D. Burt Reynolds Park Staging Dock Easement Area
- D.1. Burt Reynolds Park Staging Dock Legal Description
- E. Riverwalk Bridge

EXHIBIT 'A'



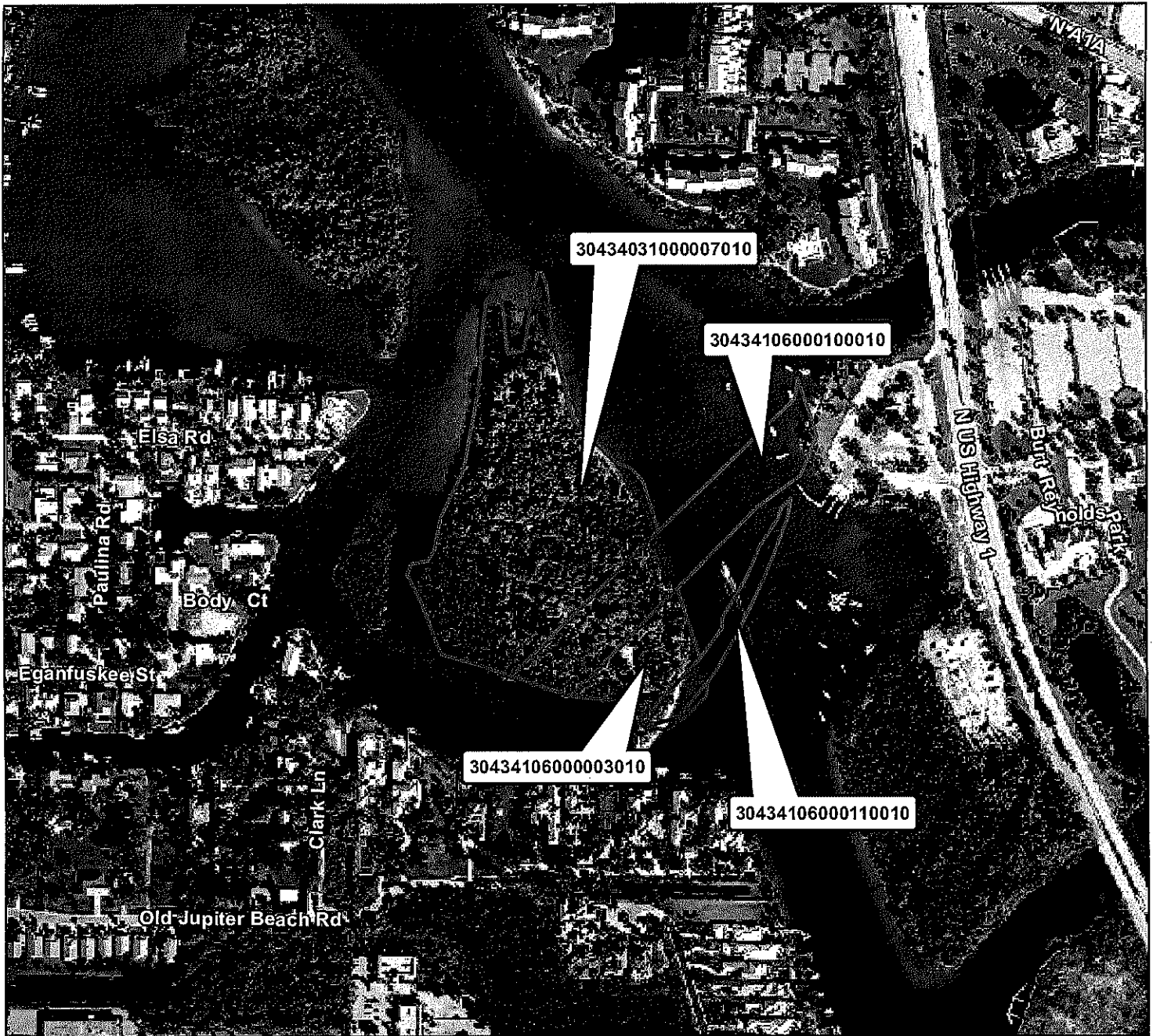
PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
PLANNING & DEVELOPMENT DIVISION

FULLERTON ISLAND /
BURT REYNOLDS PARK
ENHANCEMENT
LOCATION MAP



EXHIBIT "B"
MAP & LEGAL DESCRIPTION

Fullerton Island



Parcel Legal Descriptions per
Property Appraiser's Public Access System (PAPA):

30434031000007010
31-40-43, 6-41-43 PT OF TIITF DEED 22706 LYG N
OF GOVT LT 10 K/A PAR 1 IN OR15050P1868

30434106000100010
6-41-43 PT OF GOVT LT 10 LYG WITHIN INTRACOASTAL R/W
& PT OF TIITF DEED 22706 K/A PAR 2 OR15050P1872

30434106000003010
6-41-43, PT OF TIITF DEED 22706 LYG S OF GOVT LT 10
(LESS GOVT LT 11) K/A PAR 3 IN OR15050P1876

30434106000110010
6-41-43, GOVT LT 11 BEING PT OF TIITF DEED 22706 K/A
PAR 4 IN OR15050P1880

400
Feet









EXHIBIT C

OBSERVATION TOWER

FLOATING DOCK

KAYAK ENTRANCE

LEGEND

-  EXISTING MANGROVE
5.12 AC
-  PROPOSED SEAGRASS
4.62 AC
-  PROPOSED MANGROVE
0.54 AC
-  EXISTING UPLAND
1.07 AC
-  PROPOSED UPLAND AREA
0.29 AC
-  PROPOSED ROCK

0 150 300

SCALE (FEET)

T:\erlengser\natural\FULLERTON ISLAND-SAWFISH\FULLERTON 8-14-11.dwg

Project
FULLERTON ISLAND
ENVIRONMENTAL RESTORATION &
PUBLIC USE FACILITIES
SITE PLAN

SHEET

| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
| | | | |
| | | | |
| | | | |



PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 233-2400

EXHIBIT 'D'

**INTRACOASTAL
WATERWAY**

**PROPOSED
STAGING DOCK
EASEMENT AREA
(0.39 ACRES)**

**LIMITS OF
TOWN OF JUPITER
SUBMERGED LANDS**

**PROPOSED
STAGING DOCK
EXPANSION**

**BURT REYNOLDS
PARK
(WEST SIDE)**

U.S. 1



**PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
PLANNING & DEVELOPMENT DIVISION**

**BURT REYNOLDS PARK
PROPOSED WEST STAGING DOCK
EXPANSION**



EXHIBIT "D-1"
BURT REYNOLDS PARK WEST - STAGING DOCK EXTENSION

A PARCEL OF LAND BEING A PORTION OF PARCEL NO. 2 (A PART OF GOVERNMENT LOT 10) AS SHOWN ON THE PLAT OF THE INTRACOASTAL WATERWAY (FROM JACKSONVILLE TO MIAMI) RECORDED IN PLAT BOOK 17, PAGE 3A OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN A PORTION OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 89°58'29" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 164.12 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID PLAT OF THE INTRACOASTAL WATERWAY; THENCE SOUTH 18°01'53" EAST ALONG SAID EAST LINE AND THEN THE EAST LINE OF SAID PARCEL NO. 2, A DISTANCE OF 225.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°01'53" EAST ALONG SAID EAST LINE, A DISTANCE OF 26.51 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL NO. 2; THENCE SOUTH 22°35'27" WEST ALONG THE SOUTH LINE OF SAID PARCEL NO. 2, A DISTANCE OF 120.20 FEET; THENCE SOUTH 53°50'13" WEST CONTINUING ALONG SAID SOUTH LINE OF PARCEL NO. 2, A DISTANCE OF 37.82 FEET; THENCE NORTH 39°00'28" WEST, A DISTANCE OF 159.79 FEET TO THE NORTH LINE OF SAID PARCEL NO. 2; THENCE NORTH 45°49'48" EAST ALONG SAID NORTH LINE, A DISTANCE OF 25.03 FEET; THENCE NORTH 83°37'06" EAST, A DISTANCE OF 152.06 FEET TO SAID EAST LINE OF PARCEL NO. 2 AND THE POINT OF BEGINNING.

SURVEYOR'S NOTES

SAID EASEMENT CONTAINS 16,083 SQUARE FEET OR 0.3692 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 89°58'29" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AS SHOWN ON THIS DRAWING AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.


THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

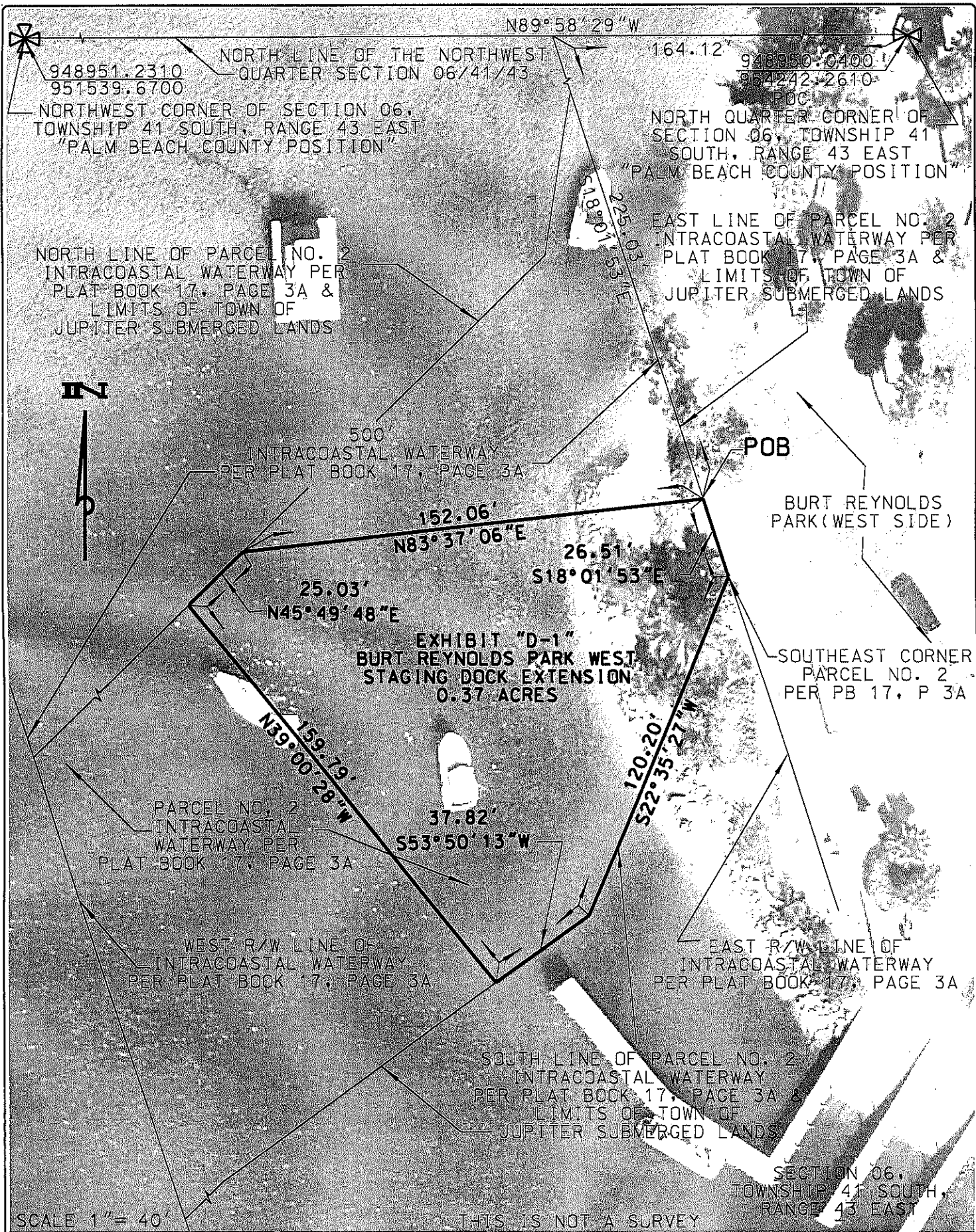
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304

DATE

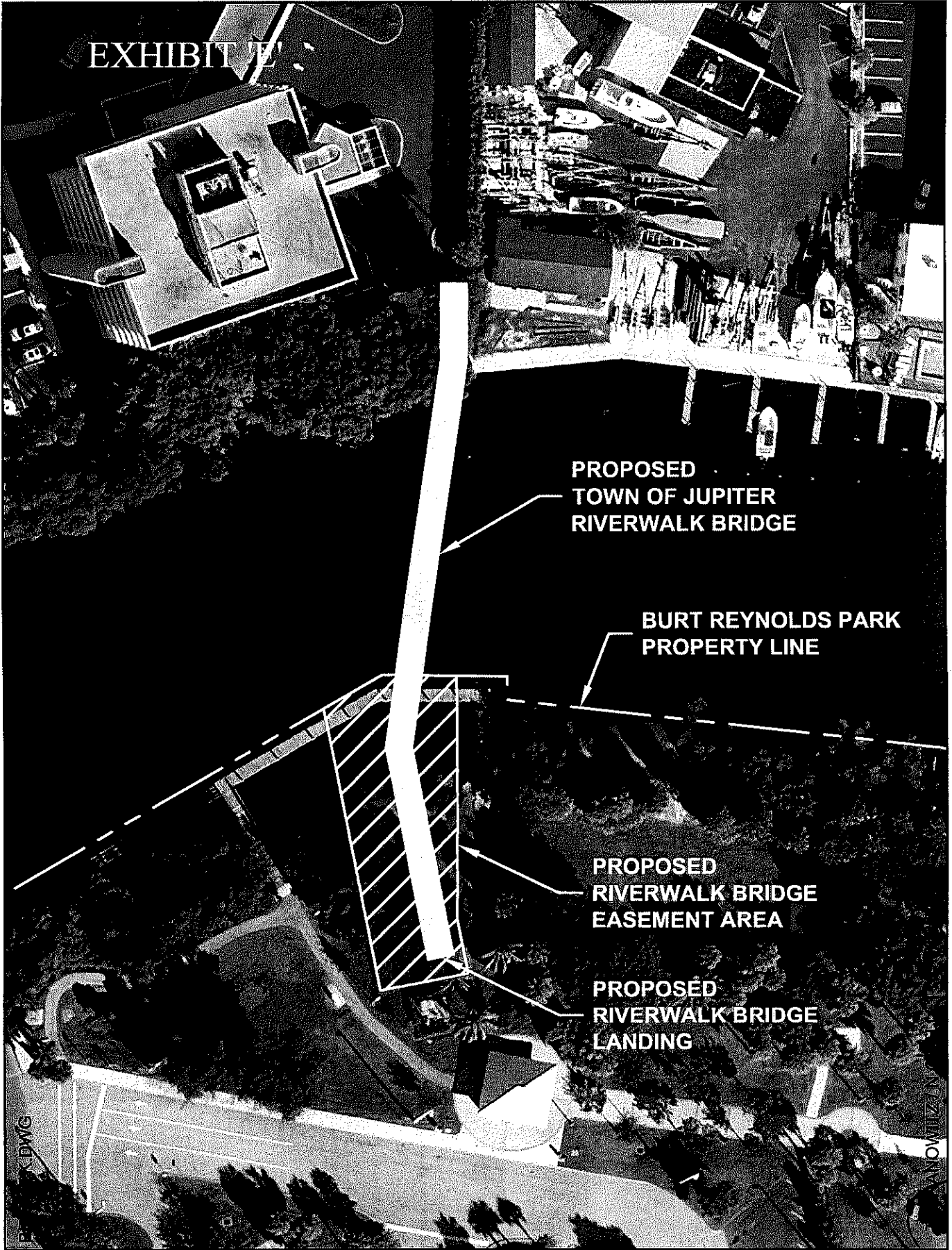
| PROJECT NO. 2011011-07 | SHEET: 1 OF: 2 | PROJECT: BURT REYNOLDS PARK WEST STAGING DOCK EXTENSION DESIGN FILE NAME: S-1-11-3250.dgn DRAWING NO.: S-1-11-3250 | SCALE: 1" = 40' APPROVED: GWM DRAWN: GWM CHECKED: NJH DATE: 9/22/11 FIELD BOOK NO.: | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 5%;">REVISION</th> <th style="width: 5%;">BY</th> <th style="width: 5%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | NO. | REVISION | BY | DATE | | | | |  <p>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411</p> |
|---------------------------|-------------------------|--|--|--|-----|----------|----|------|--|--|--|--|---|
| NO. | REVISION | BY | DATE | | | | | | | | | | |
| | | | | | | | | | | | | | |



SCALE 1" = 40'

THIS IS NOT A SURVEY

EXHIBIT IV



**PROPOSED
TOWN OF JUPITER
RIVERWALK BRIDGE**

**BURT REYNOLDS PARK
PROPERTY LINE**

**PROPOSED
RIVERWALK BRIDGE
EASEMENT AREA**

**PROPOSED
RIVERWALK BRIDGE
LANDING**

KDWG

ANDREWS



**PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
PLANNING & DEVELOPMENT DIVISION**

**BURT REYNOLDS PARK
PROPOSED TOWN OF JUPITER
RIVERWALK BRIDGE**

