





A.G. Holley Acquisition Location Map



0 0.25 0.5 Miles

Legend

-  A.G. Holley proposed acquisition
-  Natural Areas

ATL1

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

AMENDMENT NUMBER 1 TO LEASE NUMBER 4176

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, 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 February 24, 1998, LESSOR and LESSEE entered into Lease Number 4176 (the "lease"); 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 4176 is hereby amended to include the real property described in Exhibit "A" attached hereto, and by reference made a part hereof.

2. Additional paragraph 41 is added as follows:

41. SPECIAL CONDITION: LESSEE shall allow the State of Florida Department of Health ("DOH") to relocate gopher tortoises from lands leased to DOH under Lease Number 2603 to the leased premises if such relocation is permissible under Chapter 68A-27, Florida Administrative Code, or other such law as is in effect at the time of relocation.

3. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4176, 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 as of the date of this amendment.

4. It is understood and agreed by LESSOR and LESSEE that this Amendment Number 1 to Lease Number 4176 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

By: _____ (SEAL)

VICTORIA F. THOMPSON, PROGRAM
ADMINISTRATOR, BUREAU OF PUBLIC
LAND ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Victoria F. Thompson, Program Administrator, 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

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

Witness

Print/Type Name

Witness

Print/Type Name

By: _____

Print/Type Name

Title: _____

OFFICIAL SEAL

ATTEST: _____

Clerk

"LESSEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____, and _____, as _____, respectively, on behalf of Palm Beach County, Florida. They are personally known to me or have produced _____ as identification.

Notary Public, State of Florida

Type Notary Name

Commission Number:

Commission Expires:

Brett Miller

APPROVED AS TO TERMS
AND CONDITIONS.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature] 10/25/12

ASSISTANT COUNTY ATTORNEY DATE

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1706, PAGE 583, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 87° 56' 11" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33, A DISTANCE OF 40.04 FEET TO A LINE LYING 40.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33 AND THE POINT OF BEGINNING; THENCE SOUTH 00° 36' 27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 564.39 FEET TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND DEED - LEASE NO. 4091, DATED SEPTEMBER 27, 1995 AND AS SHOWN ON THE BOUNDARY SURVEY FOR THE DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES - PREPARED BY FLORIDA SURVEYING AND MAPPING, INC., JOB NO. 1-94-052BL - DATED 10/26/94 AND THE BOUNDARY SURVEY FOR A.G. HOLLEY SCRUB TURTLE LEASE PARCEL - PREPARED BY PALM BEACH COUNTY, PROJECT NO. 2007012-15 (DWG. NO. S-3-07-2736) - DATED 06/05/2007; THENCE NORTH 87° 56' 11" WEST ALONG SAID NORTH LINE, A DISTANCE OF 499.94 FEET TO THE WEST LINE OF SAID LEASE; THENCE SOUTH 00° 36' 27" EAST ALONG SAID WEST LINE, A DISTANCE OF 61.29 FEET TO A LINE LYING 625.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 87° 56' 11" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 880.84 FEET TO THE EAST LINE OF THE PROPERTY AS SHOWN ON THE BOUNDARY SURVEY FOR THE LANTANA/LAKE WORTH HEALTH CLINIC -PREPARED BY FLORIDA SURVEYING AND MAPPING. INC., JOB NO. 3-89-26 - DATED 04/18/89; THENCE NORTH 00° 33' 51" EAST ALONG SAID EAST LINE, A DISTANCE OF 136.00 FEET TO THE NORTH LINE OF SAID BOUNDARY SURVEY; THENCE NORTH 89° 26' 09" WEST ALONG SAID NORTH LINE, A DISTANCE OF 500.00 FEET; THENCE SOUTH 00° 33' 51" WEST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 125.00 FEET; THENCE NORTH 89° 26' 09" WEST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 540.00 FEET TO A LINE LYING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST (SE 1/4) OF SAID SECTION 33; THENCE NORTH 00° 33' 51" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 641.43 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33; THENCE SOUTH 87° 56' 11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2408.34 FEET TO SAID LINE 40.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) AND THE POINT OF BEGINNING.

Attachment 3

OAL2

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

COPY

LEASE AGREEMENT

YAMATO SCRUB

Lease No. 4176

THIS LEASE AGREEMENT, made and entered into this 24~~th~~ day of February 1998, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR," and PALM BEACH COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

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

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Palm Beach, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of 50 years commencing on February 24, 1998 and ending on February 23, 2048 unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses

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

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

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

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

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said

leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

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

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

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

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed in accordance

with plans that are in accordance with the approved Management Plan or shall require the prior written approval of LESSOR as to purpose, location and design which approval shall not be unreasonably withheld. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE before or upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and

the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

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

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

deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

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

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

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

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

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection
Division of State Lands
Bureau of Land Management Services, M.S. 130
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises

or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or

expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

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

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this

lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all permanent/capital improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

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

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

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or

encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

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

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

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

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

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

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

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

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

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

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

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

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

Patricia Toloday
Witness
Patricia Toloday
Print/Type Witness Name
Cheryl Granger
Witness
Cheryl Granger
Print/Type Witness Name

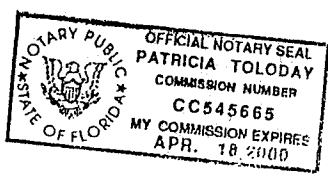
By: Daniel T. Crabb (SEAL)
CHIEF, BUREAU OF LAND MANAGEMENT SERVICES, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24th day of February 1998, by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me.

Patricia Toloday
Notary Public, State of Florida



Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Lawrence Hais
DEP Attorney

R97 2143D DEC 16 1997

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

Karen Claerbout
Witness

Karen Claerbout
Print/Type Witness Name

Joan Haverly
Witness

Joan Haverly
Print/Type Witness Name

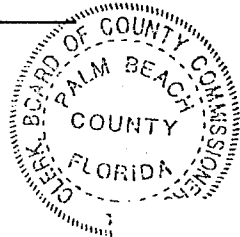
By: Burt Aaronson

Burt Aaronson

Title: Chairman

DOROTHY H. WILKEN, CLERK
Board of County Commissioners

By: Carla Zafra
DEPUTY CLERK
"LESSEE"



"OFFICIAL SEAL"

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Heidi Zell
County Attorney

ATTEST:

By: _____
Print/Type Name

Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Willie Owslett
Notary Public, State of Florida

(SEAL)



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

Type Notary Name

Commission Number: _____

Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

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

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

29
4

Ten + Beasley
✓ 6013 NW 23th
BR 33496

WARRANTY DEED

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

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

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

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

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

062 9674 Pg 815

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

Witnesses:

Boca Commerce Center Associates

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

By: Koad, Inc., General Partner

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

[Signature]
Name: Ana Cosculluela
[Signature]
Name: J. Frank Egger

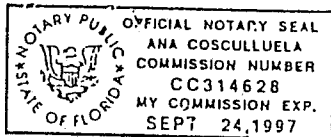
STATE OF FLORIDA)
)
COUNTY OF DADE)

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

My commission expires:

[Signature]
Notary Public - State of Florida
Name: _____

[Seal]



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

Witnesses:

Boca Commerce Center Associates

By: Bocacos Inc., General Partner

[Signature]
Name: Ana Cosculluela

[Signature]
By: Hannjorg Hereth - President

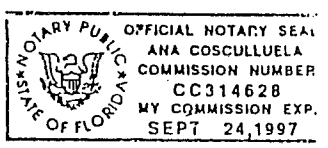
[Signature]
Name: [Signature]

STATE OF FLORIDA)
)
COUNTY OF DADE)

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

My commission expires:

[Signature]
Notary Public - State of Florida



[Seal]

Exhibit "A"

Real Property Legal Description

PARCEL 1:

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

COMMENCE at the Northeast corner of said Section 6;

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

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

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

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

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

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

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

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

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

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

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

PARCEL 2:

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

COMMENCING at the Northeast corner of said Section 6;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

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

COMMENCE at the Southeast corner of said Section 31;

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

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

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

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

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

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

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

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

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

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

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

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

- F) A parcel of land, being the North 100.00 feet of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida; less and except the West 2054.69 feet of said North 100.00 feet of Section 6, also, less and except the East 614.51 feet of said North 100.00 feet of Section 6.
- G) That portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, being the Easterly 40 feet of the following described parcel:

COMMENCING at the Southwest corner of said Section 31;

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

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

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

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

ORB 9674 Pg. 821
DOROTHY H. WILKIN, CLERK PB COUNTY, FL

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

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

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

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

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

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

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