

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0*</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

* *No Fiscal Impact*

Fixed Asset Numbers: N/A

C. Departmental Fiscal Review: _____ *W 6/25/15*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Shay B...
 OFMB 7/15
 6/26/15

Dr. J. Jacobson
 Contract Development and Control
 7-6-15 B. Jacobson
 7/16/15

B. Legal Sufficiency:

H. J...
 7/7/15
 Assistant County Attorney

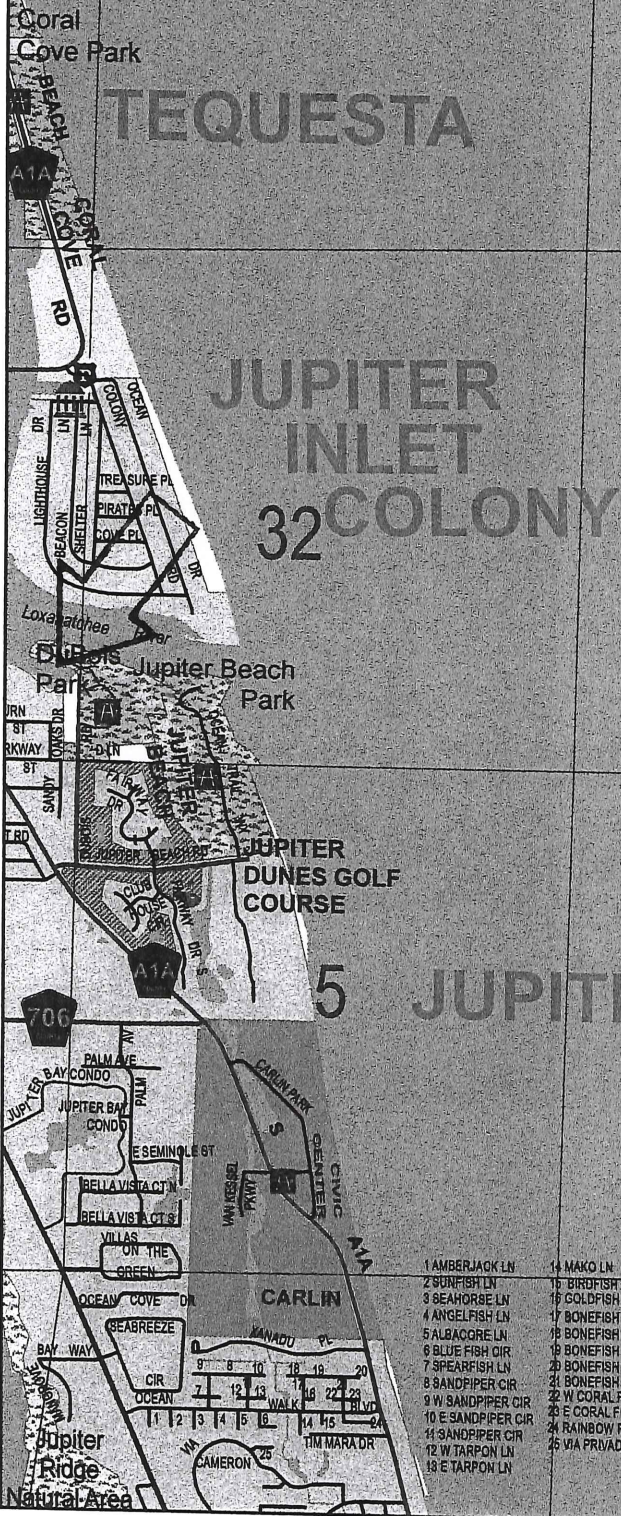
C. Other Department Review:

 Department Director

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

TWP 40

1



TWP 40

2

TWP 41

3

RNG 43

See pg 16

RNG 43

LOCATION MAP



This Instrument Prepared By:
Amy Horton
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL
AND MODIFICATION TO REFLECT A TEN-YEAR TERM

BOT FILE NO. 500019776

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

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

A parcel of sovereignty submerged land in Section 31,
Township 40 South, Range 43 East, in Loxahatchee River,
Palm Beach County, containing 10,763 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated August 13, 2009.

TO HAVE THE USE OF the hereinabove described premises from February 7, 2015, the effective date of this modified lease renewal, through February 7, 2025, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 17-slip docking facility to be used exclusively for mooring of recreational vessels and an ocean rescue vessel in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the South Florida Water management District Environmental Resource Permit No. 50-09160-P, dated September 14, 2009, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. **SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS:** Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

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

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

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

7. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

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

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

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

Palm Beach County, Florida
2633 Vista Parkway
West Palm Beach, Florida 33411

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

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

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

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

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

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

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

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

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

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

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

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

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

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

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

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

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

28. SPECIAL LEASE CONDITION: During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street- 6A, Tallahassee, Florida 32399-1600 (phone 850/922-43330).

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY:

Cheryl C. McCall, Chief, 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

STATE OF FLORIDA
COUNTY OF LEON

"LESSOR"

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, 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.

APPROVED SUBJECT TO PROPER EXECUTION:

DEP Attorney

[Handwritten Signature]
Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Shelley Vana as Mayor, for and on behalf of Board of County Commissioners of Palm Beach County, Florida. She is personally
known to me or who has produced _____, as identification.

My Commission Expires:

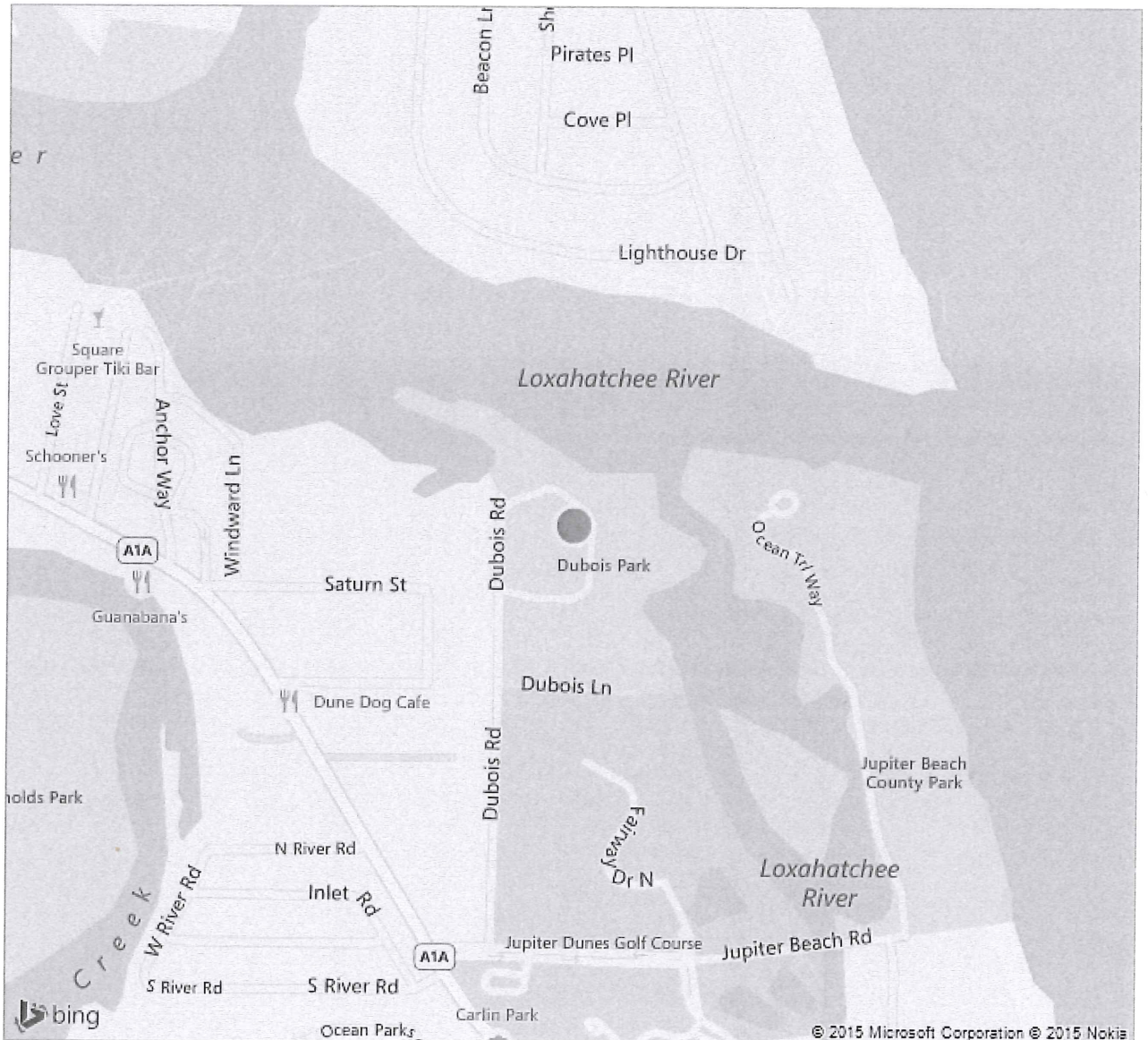
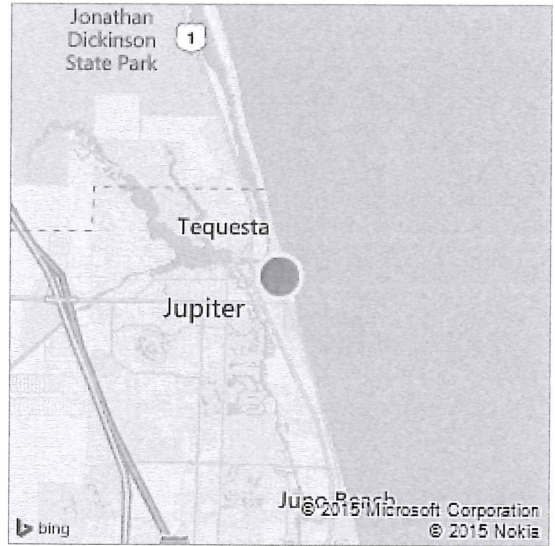
Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

19075 Dubois Rd, Jupiter, FL 33477



SURVEY REPORT

1. THIS IS A MEAN HIGH WATER LINE SURVEY AS DEFINED IN CHAPTER 61G17-6.002(10), FLORIDA ADMINISTRATIVE CODE, AND COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
LAST DATE OF FIELD SURVEY WORK: OCTOBER 27, 2008.
2. THIS SURVEY IS BASED ON PALM BEACH COUNTY PROPERTY AS DESCRIBED IN ORB 1958 PAGE 1865; SUBMERGED LANDS LEASES RECORDED IN ORB 19325 PAGE 918 & ORB 22015 PAGE 1837; A BOUNDARY SURVEY, DATED 11/18/08, AND A TOPOGRAPHIC SURVEY, DATED 11/13/08, PROJECT No.08-054, PREPARED BY BROWN & PHILLIPS, INC.
3. THE MEAN HIGH WATER LINE, LOCATED ON 10/27/08 AS SHOWN, WAS DETERMINED BY A FIELD SURVEY IN WHICH THE ELEVATION OF MEAN HIGH WATER (-0.12 NAVD 88) OBTAINED FROM TIDE GAUGE 872-2492 WAS LOCATED ALONG THE SHORELINE OF THE PROJECT AREA.
4. ELEVATIONS ARE REFERENCED TO PALM BEACH COUNTY BENCHMARK "BM 1", ELEVATION 5.14, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
BENCHMARK SET: MAG NAIL & "BROWN & PHILLIPS" DISK, ELEVATION 4.83, SET IN ASPHALT PARKING LOT, LOCATED 42' SOUTH AND 198' EAST, OF PALM BEACH COUNTY BRASS DISK "MC-LS4515".
5. BEARING BASIS: N00°29'53"W ALONG THE EAST LINE OF SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST.
6. EASEMENTS OR RECORD INFORMATION SHOWN WERE FURNISHED TO BROWN & PHILLIPS, INC. IN A TITLE COMMITMENT BY SOUTHEAST GUARANTY & TITLE, INC., No.2810007, DATED 11/17/2008 AT 8:00 AM.
THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC.
7. THE CONTRACTED PURPOSE OF THIS SURVEY IS TO SATISFY THE MEAN HIGH WATER LINE SURVEY REQUIREMENT IN CONJUNCTION WITH THE PERMITTING PROCESS FOR THE PROPOSED DOCK FACILITIES. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
8. FOLLOWING ARE RESPONSES TO COMMENTS PER SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S REVIEW:
 - 1) THE LOCATION OF THE MEAN HIGH WATER LINE. - noted on the sketch
 - 2) THE LOCATION OF PALM BEACH COUNTY'S UPLAND DEED AND PROPERTY LINES. - noted on the sketch
 - 3) THE RIPARIAN LINES IN THE PERMIT AREA. - more or less perpendicular to the shoreline, there is no established primary navigation channel
 - 4) THE TOTAL LENGTH OF SHORELINE ALONG THE COUNTY'S PROPERTY - 2900 feet, more or less
LENGTH OF SHORELINE THROUGH THE SUBMERGED LEASE AREA - 307.5 feet, more or less
 - 5) SHOW EVIDENCE THAT THE PROPOSED DOCKING FACILITY DOES NOT EXTEND MORE THAN 25 ± OF THE WIDTH OF THE WATERWAY.
- The approximate width of the waterway south of the proposed dock facilities is 185'.
The length of the proposed docks and slips is 30'.
The proposed docks and slips equal 16% of the width of the waterway.
9. a) THE PROPOSED DOCK FACILITIES AS SHOWN, WERE FURNISHED BY THE PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT
b) THE EXISTING MANGROVE LOCATIONS AS SHOWN, WERE FURNISHED BY THE PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT FROM A SPECIFIC PURPOSE SURVEY PREPARED BY BETSY LINDSAY, INC., PROJECT No.05-45, DATED FEBRUARY 2, 2009.
10. ACCORDING TO THE PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT ON 4/27/09, "THE DISPLAYED DREDGE AREA OUTSIDE OF DOCK SLIPS IS NOT SUBJECT TO LEASE."
11. THIS SURVEY WAS PREPARED FOR TO THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
- PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT
- BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
12. THE SURVEY REPORT, NOTES, AND KEY MAP (SHEETS 1 - 3), ALONG WITH THE SKETCH (SHEETS 4 - 8) COMPRISE THE COMPLETE SURVEY.
THE SURVEY NOT VALID UNLESS ALL SHEETS, 1 THROUGH 8, ACCOMPANY EACH OTHER.
REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

ADDL/REVISED SUBMITTAL

AUG 13 2009

John E. Phillips III
 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 8/13/09

B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

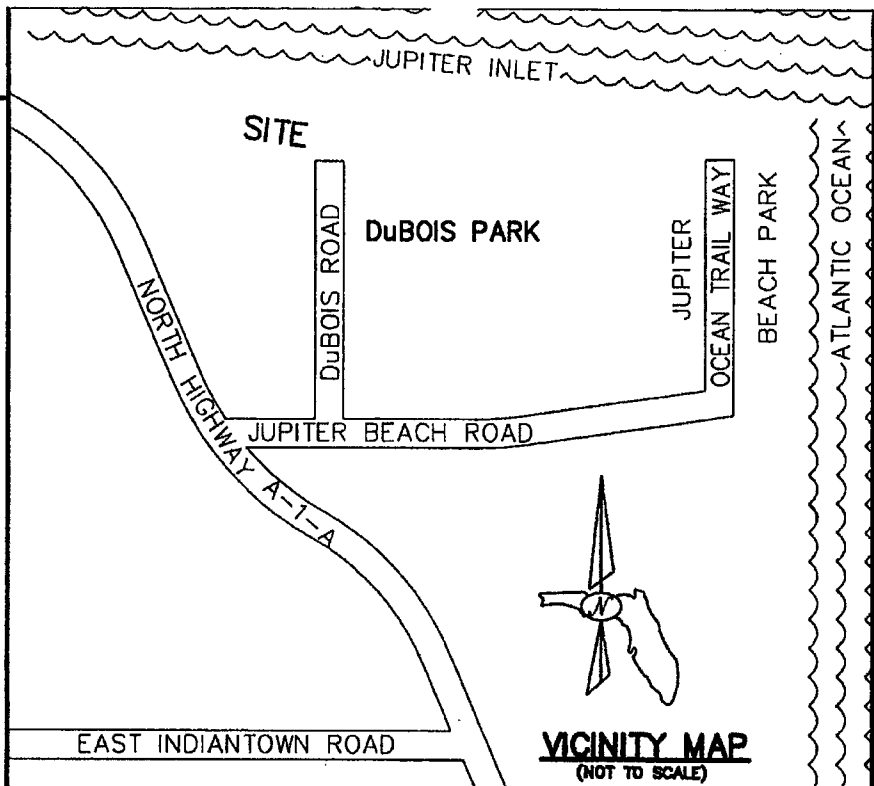
SKETCH OF MHWL SURVEY
 DUBOIS PARK IN UNINCORPORATED
 PALM BEACH COUNTY

DRAWN: MB	PROJ. No. 08-067E
CHECKED: JEP	SCALE: 1"=20'
F.B. DuBois Park	DATE: AUGUST 2009
F.B. PG'S 4 - 46	SHEET 1 OF 8

SCANNED BY 2/25/09 10:51:00 AM

LEGEND

- ⊗ VALVE
- ☆ WOOD POWER POLE
- Ⓜ WATER METER
- ⊕ FIRE HYDRANT
- ♣ SIGN
- Ⓛ ELECTRIC BOX
- ⊛ METAL LIGHT POLE
- ← GUY ANCHOR
- ⊙ CONCRETE LIGHT POLE
- ⓧ TV BOX
- ⊙ CLEANOUT
- ⊖ BACKFLOW PREVENTER
- Ⓜ METAL PIPE
- ▭ MAIL BOX
- ⓐ GRILL



ABBREVIATIONS

- PL - PROPERTY LINE (LINE OF OWNERSHIP BETWEEN PBCo AND STATE-OWNED SUBMERGED LANDS)
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.B. - PLAT BOOK
- ORB - OFFICIAL RECORD BOOK
- D.B. - DEED BOOK
- RPB - ROAD PLAT BOOK
- MB - MINUTES BOOK
- DWG - DRAWING
- CONC. - CONCRETE
- TYP. - TYPICAL
- IR/C - IRON ROD WITH CAP AS NOTED
 - - 1/2" IRON ROD WITH BROWN & PHILLIPS, INC. CAP, UNLESS NOTED OTHERWISE
- IR - IRON ROD
- C.M. - CONCRETE MONUMENT
- X - PROPERTY CORNER NOT SET IN WATER
- sf - SQUARE FEET
- ac. - ACRES
- MHWL - MEAN HIGH WATER LINE
- MLWL - MEAN LOW WATER LINE
- PBCo - PALM BEACH COUNTY
- SFWM - SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- TIF - TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
- (D) - BEARING OR DISTANCE PER LEGAL DESCRIPTION
- (C) - CALCULATED BEARING OR DISTANCE

Lease Description (Official Record Book 19325, page 918)

A parcel of submerged land lying Northerly of the Government Meander Line along the Southerly shore line of the Loxahatchee River, otherwise known as the Jupiter River, situated in Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Commence at the Southeast Corner of said Section 31; thence, run North 0°-02'-00" West, along the East line of said Section 31, being also, the Westerly boundary of Dubois Park, (said park being owned by and under the jurisdiction of Palm Beach County, Florida), a distance of 858.00 feet to a Government Meander Corner;

Thence, continue North 0°-02'-00" West, along the Northerly prolongation of said East line of Section 31 and along the West boundary line of said Dubois Park, a distance of 87.20 feet;

Thence, North 48°-58'20" West, along the Southerly boundary line of said park and along the backside of a 6" wide bulkhead, a distance of 27.04 feet to the POINT OF BEGINNING;

Thence, North 65°-49'-41" West, along the Southerly boundary of said park and along the backside of a 6" wide bulkhead, a distance of 307.50 feet;

Thence, South 24°-10'-19" West, a distance of 35.00 feet;

Thence, South 65°-49'-41" East, a distance of 307.50 feet;

Thence, North 24°-10'-19" East, a distance of 35.00 feet to the POINT OF BEGINNING;

The above described parcel contains 10,762.5 Sq. ft or 0.247 Acres.

Note: bearing rotation, description to survey=0°27'52" counter-clockwise. N0°02'00"W (description) = N00°29'52"W (survey)

BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6473

901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407

(561) 615-3988, (561) 615-3986 FAX

SKETCH OF MHWL SURVEY DUBOIS PARK IN UNINCORPORATED PALM BEACH COUNTY

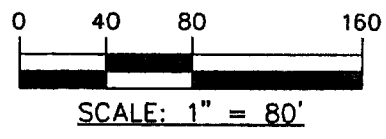
DRAWN: MB	PROJ. No. 08-067E
CHECKED: JEP	SCALE: 1"=20'
F.B. DuBois Park	DATE: AUGUST 2009
F.B. PG'S 4 - 46	SHEET 2 OF 8

Attachment A

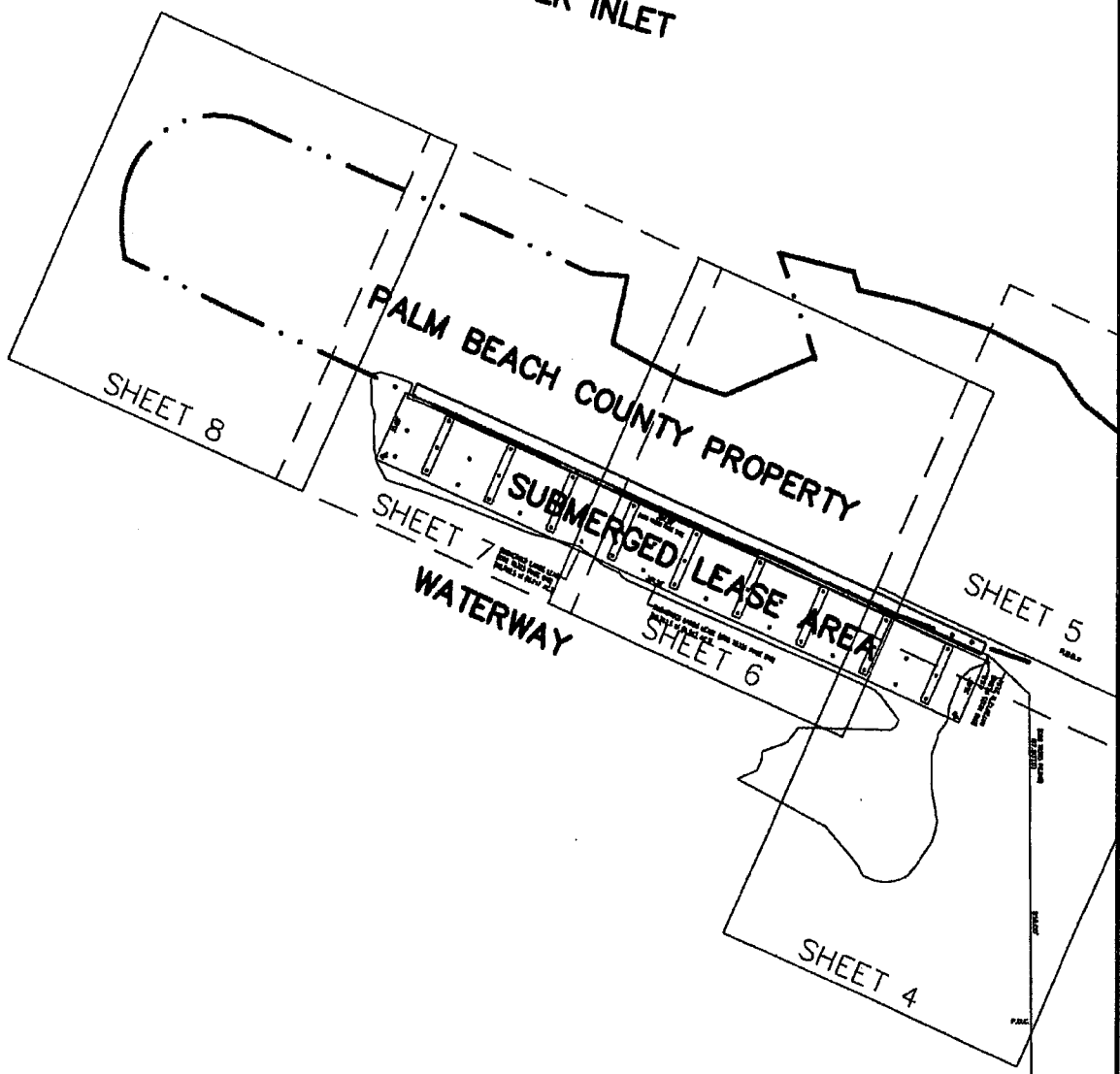
Page 10 of 24 Pages

Sovereignty Submerged Lands Lease No. 500019776

SOVEREIGNTY SUBMERGED LANDS LEASE NO. 500019776



JUPITER INLET

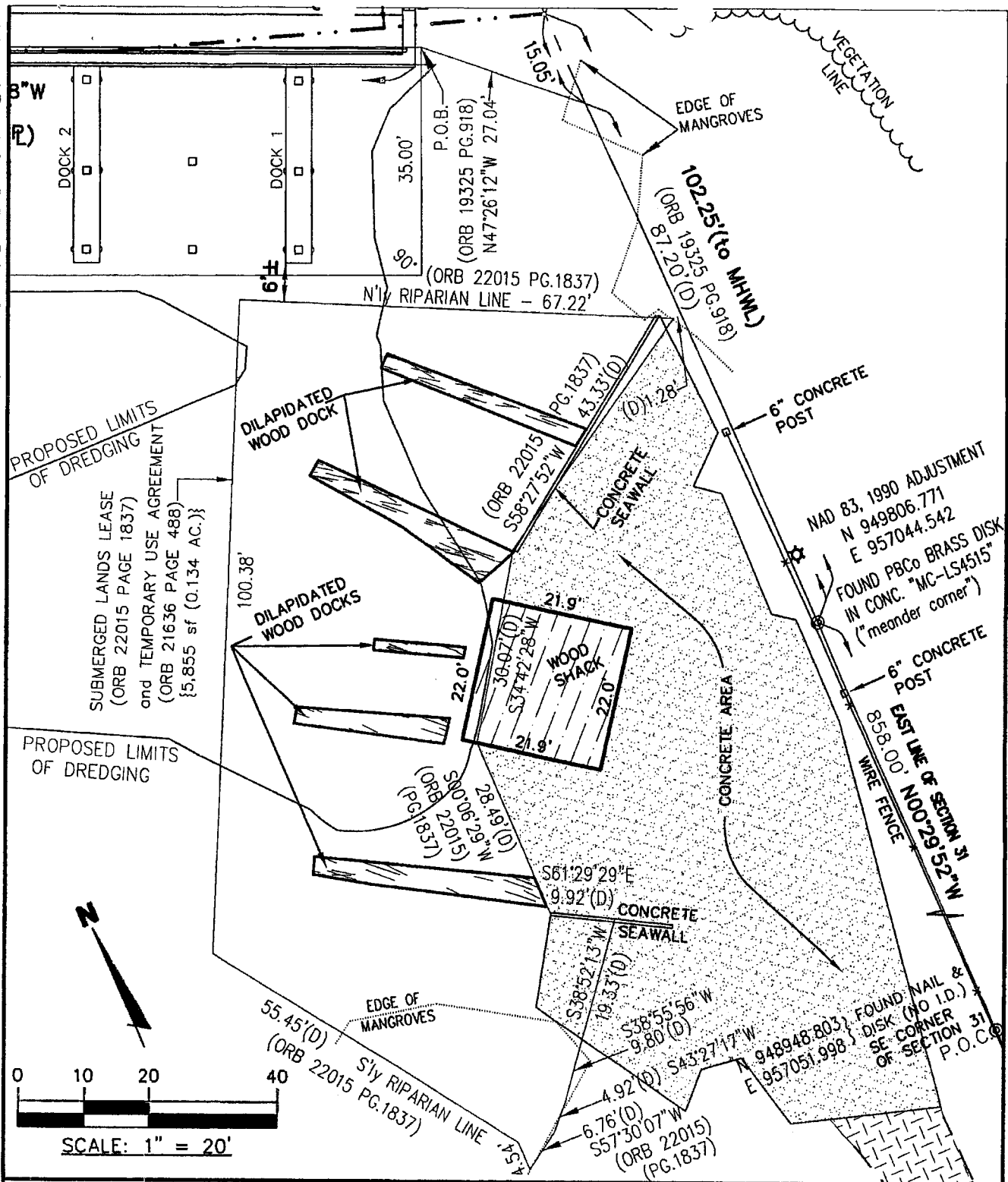



KEY MAP

BP BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH OF MHWL SURVEY
 DUBOIS PARK IN UNINCORPORATED
 PALM BEACH COUNTY

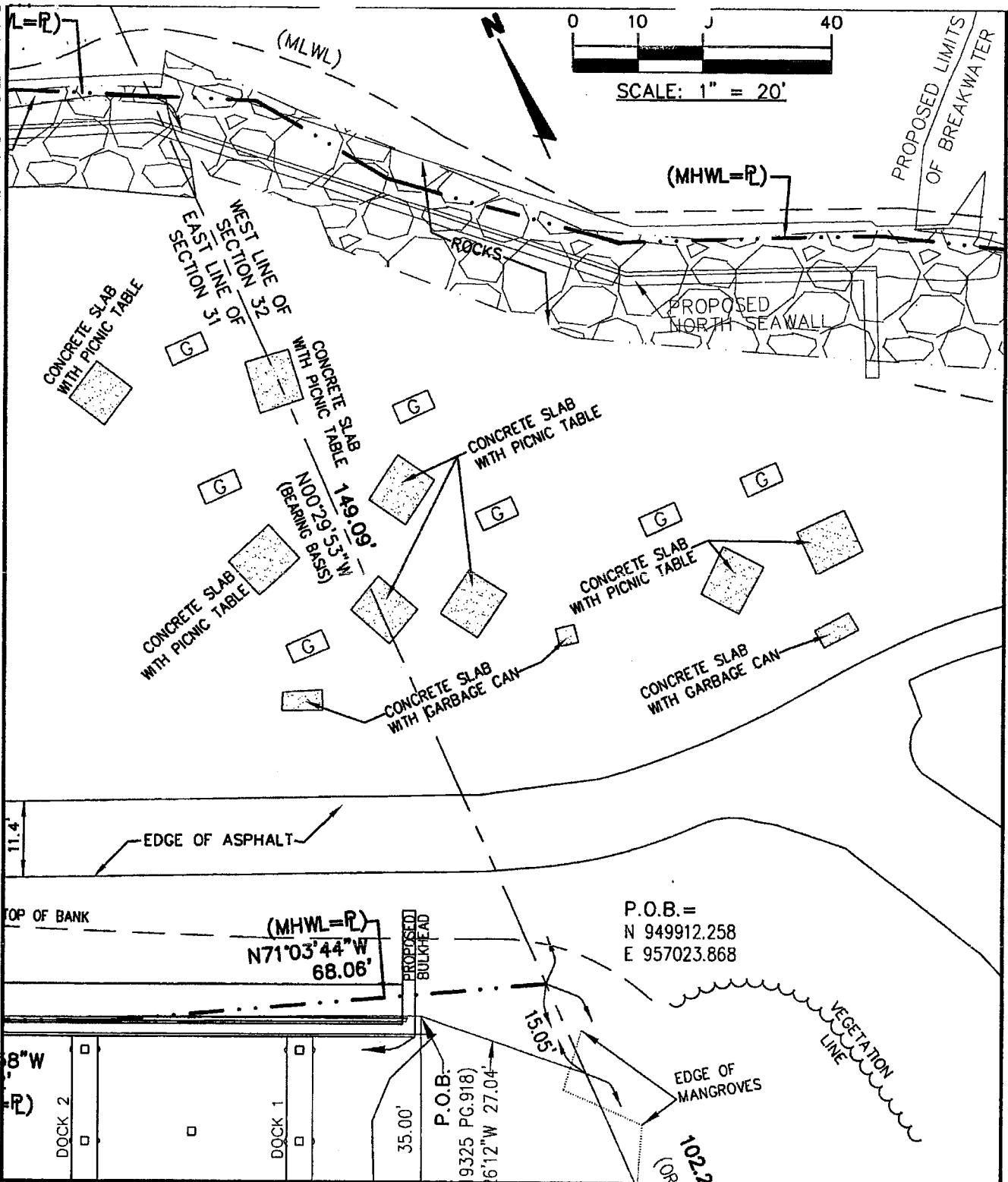
DRAWN: MB	PROJ. No. 08-067E
CHECKED: JEP	SCALE: 1"=80'
F.B. DuBois Park	DATE: AUGUST 2009
F.B. PG'S 4 - 46	SHEET 3 OF 8




BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH OF MHWL SURVEY
DUBOIS PARK IN UNINCORPORATED
PALM BEACH COUNTY

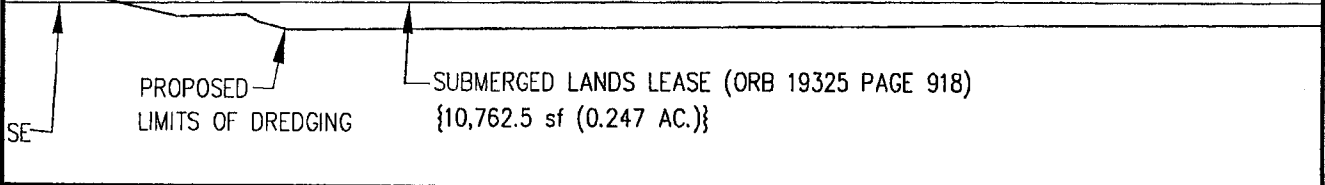
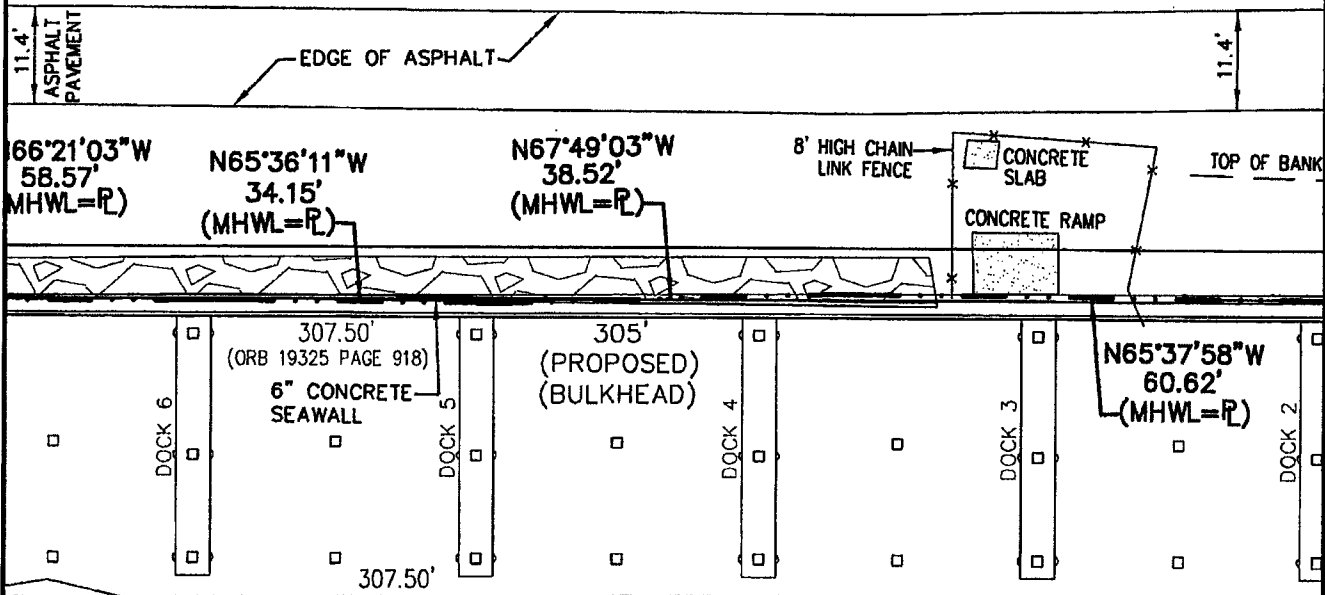
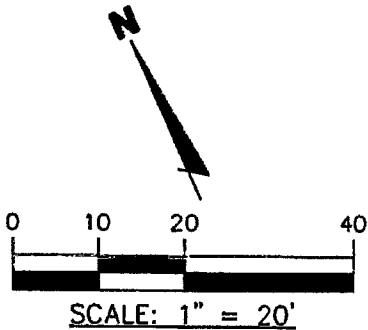
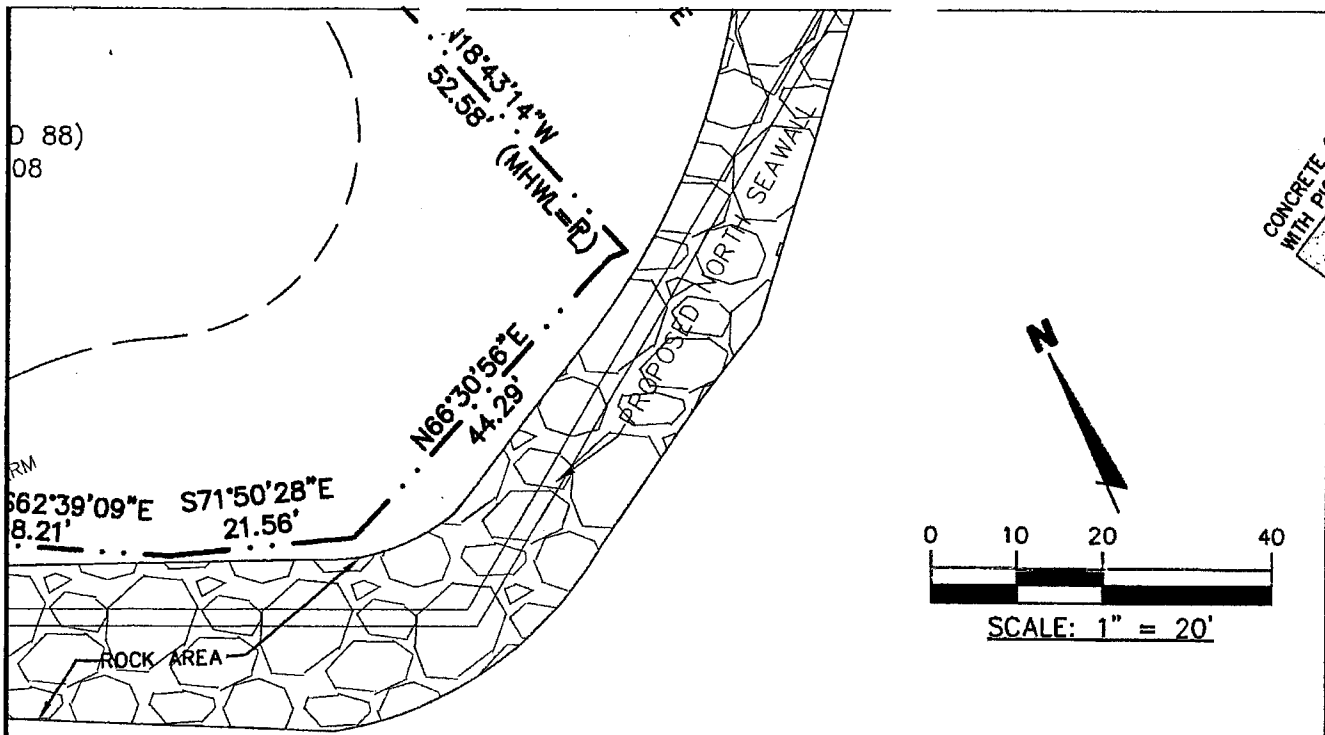
DRAWN: MB	PROJ. No. 08-067E
CHECKED: JEP	SCALE: 1"=20'
F.B. DuBois Park	DATE: AUGUST 2009
F.B. PG'S 4 - 46	SHEET 4 OF 8



B BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH OF MHWL SURVEY DUBOIS PARK IN UNINCORPORATED PALM BEACH COUNTY	
DRAWN: MB	PROJ. No. 08-067E
CHECKED: JEP	SCALE: 1"=20'
F.B. DuBois Park	DATE: AUGUST 2009
F.B. PG'S 4 - 46	SHEET 5 OF 8

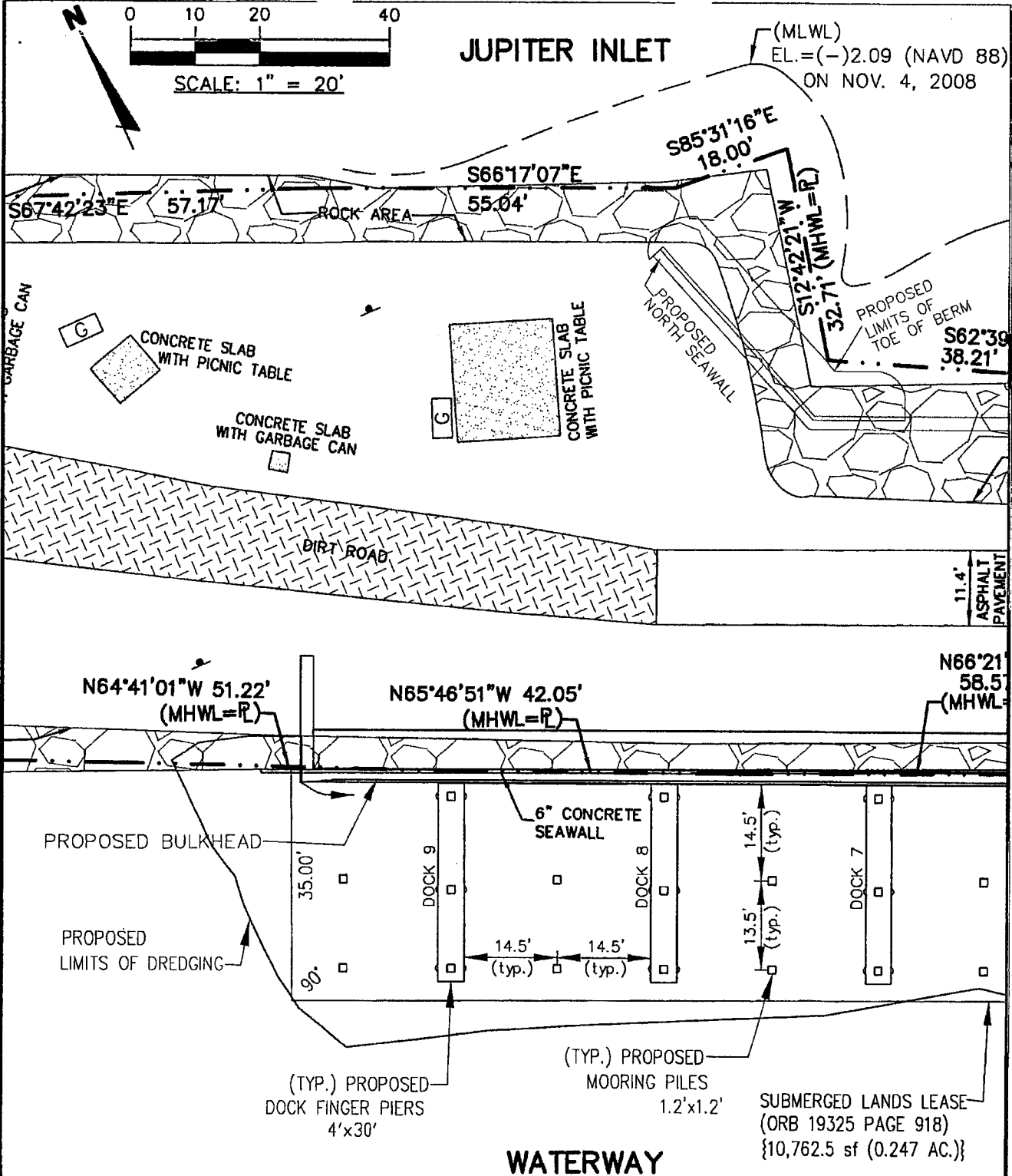
SCANNED 03/22/2010 11:11:00 AM



B BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH OF MHWL SURVEY DUBOIS PARK IN UNINCORPORATED PALM BEACH COUNTY	
DRAWN: MB	PROJ. No. 08-067E
CHECKED: JEP	SCALE: 1"=20'
F.B. DuBois Park	DATE: AUGUST 2009
F.B. PG'S 4 - 46	SHEET 6 OF 8

2009/08/03 11:30 AM 08-0676 7 OF 8



BP BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

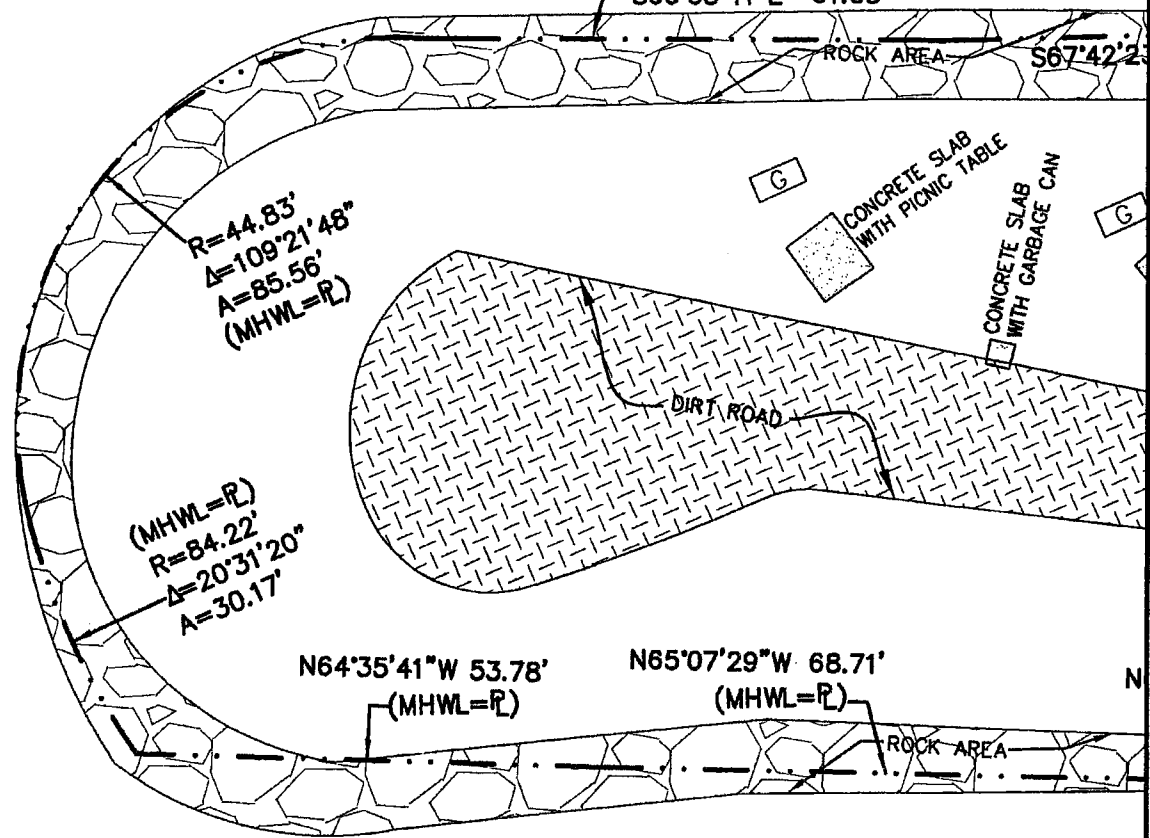
SKETCH OF MHWL SURVEY DUBOIS PARK IN UNINCORPORATED PALM BEACH COUNTY	
DRAWN: MB	PROJ. No. 08-067E
CHECKED: JEP	SCALE: 1"=20'
F.B. DuBois Park	DATE: AUGUST 2009
F.B. PG'S 4 - 46	SHEET 7 OF 8

0 10 20 40

SCALE: 1" = 20'

JUPITER INLET

(MHWL=PROPERTY LINE)
 MEAN HIGH WATER LINE
 EL.=(-)0.12 (NAVD 88)
 ON OCTOBER 27, 2008
 S66°05'41"E 61.05'



PROP
 PRO
 LIMIT

WATERWAY

B BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH OF MHWL SURVEY DUBOIS PARK IN UNINCORPORATED PALM BEACH COUNTY	
DRAWN: MB	PROJ. No. 08-067E
CHECKED: JEP	SCALE: 1"=20'
F.B. DuBois Park	DATE: AUGUST 2009
F.B. PG'S 4 - 46	SHEET 8 OF 8

4678

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT OF FLORIDA, IN
AND FOR PALM BEACH COUNTY

CASE NO. 71 C 6476 - Smith

PALM BEACH COUNTY, a politi-)
 cal subdivision of the State)
 of Florida,)
 Petitioner,)
 - vs -)
 JOHN R. DU BOIS and)
 BESSIE DU BOIS, his wife,)
 Defendants.)

FINAL JUDGMENT

72 JAN 18 PM 2:47

This cause came on to be heard pursuant to the Stipulations between the parties herein, relative to Parcels B and C et seq. involved in these County Eminent Domain Proceedings and all parties hereto having agreed to the entry of this Order of Taking, and to the jurisdiction of the Court, the amount to be paid for the property sought to be appropriated, and whether the petitioner is properly exercising its authority, now therefore, it is

ORDERED AND ADJUDGED that

- (1) The Court has jurisdiction of these proceedings.
- (2) The Petitioner is properly exercising the authority delegated to it in taking said property.
- (3) The pleadings before the Court are sufficient.
- (4) This Court approves the said Stipulations and finds and determines that the total sum of \$160,000.00 will fully secure and fully compensate the persons lawfully entitled to compensation for said lands, to-wit: JOHN R. DU BOIS and BESSIE W. DU BOIS. The said sum shall be allocated to the parcels in the amounts shown:

Parcel B	\$145,000.00
Parcels C-1, C-2 & C-3	<u>15,000.00</u>
	<u>\$160,000.00</u>

- (5) The Petitioner shall pay the said \$160,000.00 to the

REC-1971 PAGE 719

10

defendants, John R. DuBois and Bessie DuBois, pursuant to said Stipulations. Immediately upon the making of said payment, fee simple title to Parcels B and C-1, C-2 & C-3 hereinabove listed, as more particularly described in the Petitioner's petition, shall be vested in the Petitioner and the said fee simple title in and to such property shall be deemed to be condemned and taken for use of the petitioner, and the right to just compensation for the same shall be vested in the persons entitled thereunto, i.e. - the said JOHN R. DU BOIS and BESSIE DU BOIS.

(6) Petitioner shall be entitled to possession to said parcels as per its agreement in that regard with the defendants.

DONE AND ORDERED in Chambers at Palm Beach County, Florida, this 18th day of Jan, 1972.

Culver Smith
Circuit Judge

Copies furnished to:

Michael Small, Esquire
County Attorney
301 North Olive Avenue
West Palm Beach, Florida

- and -

Burns, Middleton, Farrell & Faust
Attorneys for John R. DuBois
and Bessie W. DuBois
205 Worth Avenue
Palm Beach, Florida 33480

REC'D 1971 PAGE 720

Recorded in O R Book &
Record verified
Palm Beach County, Fla.,
John B. Dunkle
Clerk Circuit Court

91776

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT OF
FLORIDA, IN AND FOR PALM BEACH
COUNTY

71 C 8476 TMTW

PALM BEACH COUNTY, a political sub-
division of the State of Florida,
Petitioner,
vs.
JOHN R. DU BOIS AND BESSIE DU BOIS,
his wife, et al.
Defendants.

NOTICE OF LIS
PENDENS IN COUNTY
EMINENT DOMAIN
PROCEEDINGS

71 DEC 8 PM 4:40

NOTICE IS HEREBY GIVEN THAT Palm Beach County, a political subdivision of the State of Florida, as Petitioner, has on the 8 day of December, 1971, instituted suit in the Circuit Court of the Fifteenth Judicial Circuit of Florida in and for Palm Beach County, by filing an Eminent Domain Petition against the following named persons and parties together with their respective addresses in which they are alleged to be interested:

- (a) The following persons and parties who are residents of the State of Florida, whose names and places of residence are set forth so far as ascertainable by diligent search together with the respective parcel numbers in which each is alleged to be interested:

John R. DuBois and Bessie DuBois,
his wife, DuBois Road, Jupiter,
Florida (Parcels B, C-1, C-2 & C-3)

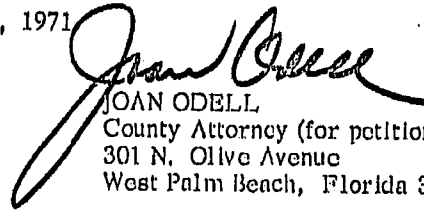
and against all persons and parties claiming or having any interest or claim as owners, mortgagees, judgment creditors, or lienholders of, upon or against the parcels of land hereinafter described:

(See Attached Parcels B, C-1, C-2 & C-3)

1958 PAGE 1865

The relief sought is to condemn fee simple title to the parcels herein-
above described for the uses and purposes set forth in the petition.

DATED this 8 day of December, 1971


JOAN ODELL
County Attorney (for petitioner)
301 N. Olive Avenue
West Palm Beach, Florida 33401

This is not a certified copy

RECEIVED 1958 PAGE 1866

PARCEL "B"

A parcel of land in the Southwest Quarter of Section 32, Township 40 South, Range 43 East, County of Palm Beach, State of Florida, and more particularly described as follows:

Commence at the government meander corner on the West line of said Section 32; thence North 00° 02' 00" West along the Northerly extension of the West line of said Section 32 a distance of 49.98 feet to a point in the Northwesterly line of that parcel of land conveyed to John R. DuBois and Bessie DuBois, his wife, by deed recorded in Deed Book 903, Page 346, Public Records of Palm Beach County, said point also being the point of beginning; thence North 52° 42' 30" East along said Northwesterly line, a distance of 62.45 feet to a line parallel with and 230 feet North of, as measured at right angles to, the Westerly extension of the South R/W line of the Jupiter Inlet, said parallel line also being the North line of said land conveyed in Deed Book 903, Page 346; thence East along said parallel line, a distance of 408.85 feet to the West line of Parcel "A"; thence South 09° 02' 00" East along the

said West line of Parcel "A" a distance of 213.79 feet to a line connecting the Northwest corner of that parcel of land conveyed to Susan DuBois, by deed recorded in Deed Book 793, Page 575, Public Records of Palm Beach County, with a found 1-1/4 inch iron pipe marking the intersection of the Southeasterly line of that parcel of land conveyed to John R. DuBois and Bessie DuBois, his wife, by deed recorded in Deed Book 827, Page 234, and the government meander line, as accepted and in use, in said Section 32; thence North 85° 28' 25" West along said connecting line, a distance of 221.26 feet to said found 1-1/4 inch iron pipe; thence South 57° 36' 11" West along said Southeasterly line of that parcel conveyed in Deed Book 827, Page 234, a distance of 260.26 feet to a line at right angles to said West line of Section 32, said line being 12 feet North of, as measured along said Section line, the Southwest corner of said parcel conveyed in Deed Book 827, Page 234; thence South 89° 58' 00" West along said line at right angles to said West line of Section 32, a distance of 18.94 feet to the said West line of Section 32; thence North 00° 02' 00" West along the said West line of Section 32, a distance of 247.36 feet to the point of beginning.

SUBJECT TO easements of record.

1958 PAGE 1867

PARCEL "C-1"

A parcel of land in Sections 31 and 32, Township 40 South, Range 43 East, County of Palm Beach, State of Florida, designated as Parcel "C-1" and more particularly described as follows:

Commence at the government meander corner on the West line of said Section 32; thence North 00° 02' 00" West along the Northerly extension of the West line of said Section 32 a distance of 49.98 feet to the Northwesterly line of that parcel of land conveyed to John R. DuBois and Bessie DuBois, his wife, by deed recorded in Deed Book 903, Page 346, Public Records of Palm Beach County; thence North 52° 42' 30" East along said Northwesterly line a distance of 63.45 feet to a point in a line parallel with and 230 feet North of, as measured at right angles to the Westerly extension of the South 1/4 W line of the Jupiter Inlet (said parallel line also being the North line of said land conveyed in Deed Book 903, Page 346), and said point being the point of beginning of this description; thence East along said parallel line a distance of 658.78 feet to the West meander line of the Gomez Grant; thence North 56° 39' 20" West along said meander line a distance of 108.73 feet to a line parallel with and 300 feet South of, as measured at right angles to, the center line of the Jupiter Inlet district channel; thence North 74° 24' 00" West along said parallel line a distance of 642.24 feet to a point in the Northerly extension of the West line of said Section 32 said point being 320.09 feet North of said meander corner, as measured along Northerly extension of West line of said Section 32, thence continue North 74° 24' 00" West a distance of 500 feet to the water's edge of the Jupiter River as it existed at the date of execution of that deed recorded in Official Record Book 1185, Pages 272 and 273, Public Records of Palm Beach County, describing said water's edge; thence meander said water's edge by the following courses: South 20° 55' 00" West, a distance of 77 feet; thence South 30° 00' 00" East a distance of 46 feet; thence South 76° 15' 00" East a distance of 205 feet; thence South 64° 50' 00" East a distance of 115 feet; thence South 85° 45' 00" East a distance of 108 feet; thence South 48° 45' 00" East a distance of 100 feet to a point in the Northerly extension of the West line of said Section 32, said point being 171.78 feet North of said meander corner as measured along Northerly Extension of West line of said Section 32; thence South 31° 14' 00" East a distance of 97.49 feet to the point of beginning.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

RECORDED 1958 PAGE 1868

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

PARCEL "C-2"

A parcel of land in Sections 31 and 32, Township 40 South, Range 41 East, County of Palm Beach, State of Florida, designated as Parcel "C-2" and more particularly described as follows:

Commence at the government meander corner on the West line of said Section 32; thence North 00° 02' 00" West along the Northerly extension of the West line of said Section 32 a distance of 49.98 feet to the Northwesterly line of that parcel of land conveyed to John R. DuBois and Bessie DuBois, his wife, by deed recorded in Deed Book 903, Page 346, Public Records of Palm Beach County; thence North 52° 42' 30" East along said Northwesterly line a distance of 63.45 feet to a point in a line parallel with and 230 feet North of, as measured at right angles to the Westerly extension of the South R/W line of the Jupiter Inlet (said parallel line also being the North line of said land conveyed in Deed Book 903, Page 346) and said point being the point of beginning of this description; thence North 31° 14' 00" West along the Southerly line of that parcel of land conveyed to John R. DuBois and Bessie DuBois, his wife, by deed recorded in Official Record Book 1185, Pages 272 and 273, Public Records of Palm Beach County, a distance of 97.49 feet to the point of intersection of the Northerly extension of the West line of said Section 32 with the water's edge of the Jupiter River as it existed at the date of execution of that deed recorded in Official Record Book 1185, Pages 272 and 273, Public Records of Palm Beach County, describing said water's edge, said point of intersection being 171.78 feet North of said meander corner as measured along said Northerly extension of the West line of said section; thence meandering said water's edge by the following course: North 48° 45' 00" West a distance of 100 feet; thence North 85° 45' 00" West a distance of 108 feet; thence North 64° 50' 00" West a distance of 115 feet; thence North 76° 15' 00" West a distance of 159 feet to the approximate shore line of the Jupiter River; thence meandering said shore line by the following courses: South 27° 30' 00" West a distance of 14 feet; thence South 31° 30' 00" West a distance of 37 feet; thence South 13° 10' 00" East a distance of 26 feet; thence South 72° 15' 00" East a distance of 50 feet; thence North 55° 00' 00" East a distance of 30 feet; thence South 74° 35' 00" East a distance of 33 feet; thence South 69° 20' 00" East a distance of 67 feet; thence South 67° 05' 00" East a distance of 100 feet; thence South 64° 50' 00" East a distance of 100 feet; thence South 62° 55' 00" East a distance of 116 feet; thence South 25° 20' 00" East a distance of 20 feet to the Northerly extension of the West line of Section 32; thence departing from said approximate shore line North 80° 40' 00" East a distance of 51 feet + to the point of beginning.

RECORDED 1958 PAGE 1869

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

PARCEL "C-3"

A parcel of land in Section 32, Township 40 South, Range
43 East, County of Palm Beach, State of Florida, designated
as Parcel "C-3" and more particularly described as follows:

Commence at the meander corner on the West line of said
Section 32; thence North $00^{\circ} 02' 00''$ West along the Northerly
extension of the West line of said Section 32 a distance of
49.98 feet to a point in the Northwestern line of that par-
cel of land conveyed to John R. DuBois and Bossie DuBois, his
wife, by deed recorded in Deed Book 903, Page 346, Public Re-
cords of Palm Beach County, said point being the point of be-
ginning of this description; thence North $52^{\circ} 42' 30''$ East
along said Northwestern line a distance of 63.45 feet to a
line parallel with and 230 feet North of, as measured at
right angles to, the Westerly extension of the South R/W line
of the Jupiter Inlet, (said parallel line also being the
North line of said land conveyed in Deed Book 903, Page 346,
Public Records of said county); thence South $80^{\circ} 40' 00''$ West
a distance of 51 feet + to the intersection of the West line
of Section 32 with the approximate shore line of the Jupiter
River; thence South $00^{\circ} 02' 00''$ East along the said Northerly
extension a distance of 30 feet + to the point of beginning.

1958
Certified
1958

RECORDED 1958 PAGE 1870

Recorded in O R Book 11
Record verified
Palm Beach County, Fla.
John B. Dunkie
Clerk Circuit Court