

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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**Meeting Date:** March 14, 2017 (X) Consent ( ) Regular  
( ) Workshop ( ) Public Hearing

**Department:**  
**Submitted By:** Environmental Resources Management  
**Submitted For:** Environmental Resources Management

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to adopt:** a Resolution supporting an exchange of land between JAMCO, Inc. and the State of Florida (State) resulting in the preservation of a 5.07-acre parcel containing environmentally sensitive submerged land located in the Lake Worth Lagoon off of Singer Island.

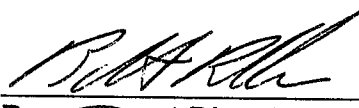
**Summary:** JAMCO, Inc. currently operates a marina that includes 1.14 acres of submerged land leased from the State. JAMCO Inc. proposes to swap 5.07 acres of submerged land it owns off of Singer Island for the 1.14 acres of state-owned land. This 5.07-acre parcel contains important seagrass and mangrove habitat located in close proximity to John D. MacArthur Beach State Park. JAMCO, Inc. requests support from the Board of County Commission (BCC) for its pending application for the exchange of sovereignty submerged land. The result of the transaction will preserve the 5.07 acres which is important to the health of the Lake Worth Lagoon. The adoption of this Resolution has no fiscal impact to the County. District 1 (AH)


**Background and Justification:** The BCC adopted the 2013 Lake Worth Lagoon Management Plan (R2014-1057) that includes Action Plan HE-6, Acquisition of Submerged and Intertidal Lands in Lake Worth Lagoon. Twenty-eight parcels located in the City of Riviera Beach adjacent to Singer Island are the highest priority for acquisition and conservation, including this privately held 5.07-acre parcel. The land exchange would transfer the property from private to public ownership and insure that this parcel be preserved. JAMCO Inc. would benefit from the exchange by acquiring a 1.14-acre submerged state-owned parcel adjacent to their waterfront boatyard at 1124 Ave C, City of Riviera Beach.

**Attachments:**

1. Resolution
2. JAMCO, Inc. Application to FDEP

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**Recommended by:**  1/19/17  
Department Director Date

**Approved by:**  2/22/17  
Deputy County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes ___		No ___		
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
No Fiscal Impact

**C. Department Fiscal Review:**

*S. Neary*

**III. REVIEW COMMENTS**

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

*[Signature]*  
OFMB 2/21/13  
2/14

*[Signature]* 2/17/17  
Contract Development and Control  
2/17/17

**B. Legal Sufficiency:**

*Anne Adelant* 2-21-17  
Assistant County Attorney

**C. Other Department Review:**

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

**RESOLUTION NO. R-2017-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA TO SUPPORT THE PRESERVATION OF SUBMERGED LANDS WITHIN THE LAKE WORTH LAGOON.**

WHEREAS, the Board of County Commissioners adopted the 2013 Lake Worth Lagoon Management Plan (R2014-1057) that includes Action Plans to improve the conditions of the Lagoon; and

WHEREAS, the Management Plan includes Action Plan HE-6 that addresses the acquisition and conservation of privately owned submerged and intertidal lands within Lake Worth Lagoon; and

WHEREAS, the County has successfully acquired or leased 134 acres of land that contain submerged and intertidal habitats including mangroves, oyster reefs and seagrass habitats; and

WHEREAS, an additional 218 acres of privately-owned submerged and intertidal lands within the Lagoon support healthy seagrass beds and/or provide valuable estuarine habitats with a potential for environmental restoration; and

WHEREAS, the County continues to support the acquisition and preservation of these parcels as opportunities arise; and

WHEREAS, JAMCO, Inc. owner of a 5.07 acre parcel of land containing environmentally important seagrass and mangrove habitats wishes to make a land swap with the State of Florida in exchange for a 1.14 acre submerged parcel adjacent to the JAMCO, Inc. boatyard facility that JAMCO, Inc. is currently paying an annual lease; and

WHEREAS, this transaction will result in the preservation of the 5.07-acre parcel if JAMCO, Inc. receives approval from the State of Florida through the Florida Department of Environmental Protection (FDEP), Division of State Lands; and

WHEREAS, JAMCO, Inc. requests support from the County as this transaction goes forward.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, THAT:

Section 1: The foregoing recitals are hereby adopted and ratified.

Section 2: The Board hereby supports the land exchange between JAMCO, Inc. and the State of Florida that will result in the preservation of a 5.07-acre tract of submerged land within the Lake Worth Lagoon containing important natural resources including seagrasses and mangroves.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- District 2: Paulette Burdick, Mayor \_\_\_\_\_
- District 6: Melissa McKinlay, Vice Mayor \_\_\_\_\_
- District 1: Hal. R. Valeche \_\_\_\_\_
- District 3: Dave Kerner \_\_\_\_\_
- District 4: Steven L. Abrams \_\_\_\_\_
- District 5: Mary Lou Berger \_\_\_\_\_
- District 7: Mack Bernard \_\_\_\_\_

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

**Sharon R. Bock  
Clerk and Comptroller**

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

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



ISIMINGER & STUBBS ENGINEERING, INC.

COASTAL • ENVIRONMENTAL • MARINE

PRINCIPALS:

Charles C. Isiminger, P.E.

Darwin C. Stubbs, P.E.

ASSOCIATES:

Mark A. Powell, P.E.

Matthew D. Butler, P.E.

May 12, 2016

**Via Email (Scott.Woolam.dep.state.fl.us)**

Florida Department of Environmental Protection  
Division of State Lands  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399-3000

Attn: Scott Woolam, Sr. Program Analyst

Re: Proposed Sovereignty Submerged Land Exchange  
Lake Worth  
City of Riviera Beach, Palm Beach County, Florida  
Applicant: JAMCO, Inc.

Ladies and Gentlemen:

On behalf of JAMCO, Inc., we hereby request approval of an exchange of sovereignty submerged land parcels, pursuant to Subsections 253.42(1) and (3), Florida Statutes. The applicant proposes to deed to the State of Florida a parcel of privately owned submerged land in the area referred to as the "Singer Island Grasslands" in exchange for fee simple title to a parcel of submerged land adjacent waterward of the boatyard owned by JAMCO, Inc. at 1124 Avenue C, City of Riviera Beach, Palm Beach County, Florida.

The parcels are described below:

Parcel Proposed to be Deeded to the State:

County: Palm Beach

Municipality: City of Riviera Beach

Address: N. Ocean Drive

Owner: Murphy Construction Co.

Parcel No. from Palm Beach County Property Appraiser: 56434222000010210

Size: 5.07 Acres

**ATTACHMENT 2**

Florida Department of Environmental Protection  
May 12, 2016  
Page 2

Parcel Sought from the State:

County: Palm Beach

Municipality: City of Riviera Beach

Address: 1124 Avenue C

Owner: JAMCO, Inc.

Parcel No. from Palm Beach County Property Appraiser: N/A -- Adjacent waterward of Parcel  
No. 56434233060270020

Existing Sovereignty Submerged Land Lease No: 500002826

Size: 1.14 Acres

The following items and information are enclosed for your consideration:

For the parcel proposed to be deeded to the State:

1. A copy of the aerial mapping of the property from the Palm Beach County Property Appraiser.
2. A copy of the deed for the property.
3. A copy of the Trustees' Deed for the area including the property, Trustees' Deed No. 17146, Dated April 22, 1924.
4. Seagrass maps of the area from Palm Beach County Environmental Resources Management.

For the parcel sought from the State:

5. A copy of the aerial mapping of the property from the Palm Beach County Property Appraiser.
6. A copy of the deed for the adjacent upland riparian parcel.
7. A copy of the existing Sovereignty Submerged Land Lease for the parcel sought.

Please note that the parcel proposed to be deeded to the State of Florida is over 5 acres, and is located in the area identified by Palm Beach County as containing the largest and most dense beds of turtle grass and manatee grass in Palm Beach County and Lake Worth Lagoon. The county has also said that this particular habitat is critical to endangered manatees, juvenile green sea turtles, and many varied ecosystems. This area also connects to the John D. MacArthur Beach State Park adjacent north.

The parcel sought from the state in the proposed exchange is used as a haulout and vessel berthing area for an established boatyard in the working waterfront area of the City of Riviera Beach. It is currently leased from the Trustees to "...operate an existing 3 concrete ramp pier system for a travel lift and boat hoist and a commercial marginal docking facility for 6-10 vessels to be used exclusively for launching and retrieving vessels in conjunction with an upland boat repair and 40 unit dry storage facility..."

Florida Department of Environmental Protection  
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Page 3

Please process the requested exchange. Please feel free to contact us if you have any questions.  
Thank you for your consideration.

Sincerely,

ISIMINGER & STUBBS ENGINEERING, INC.

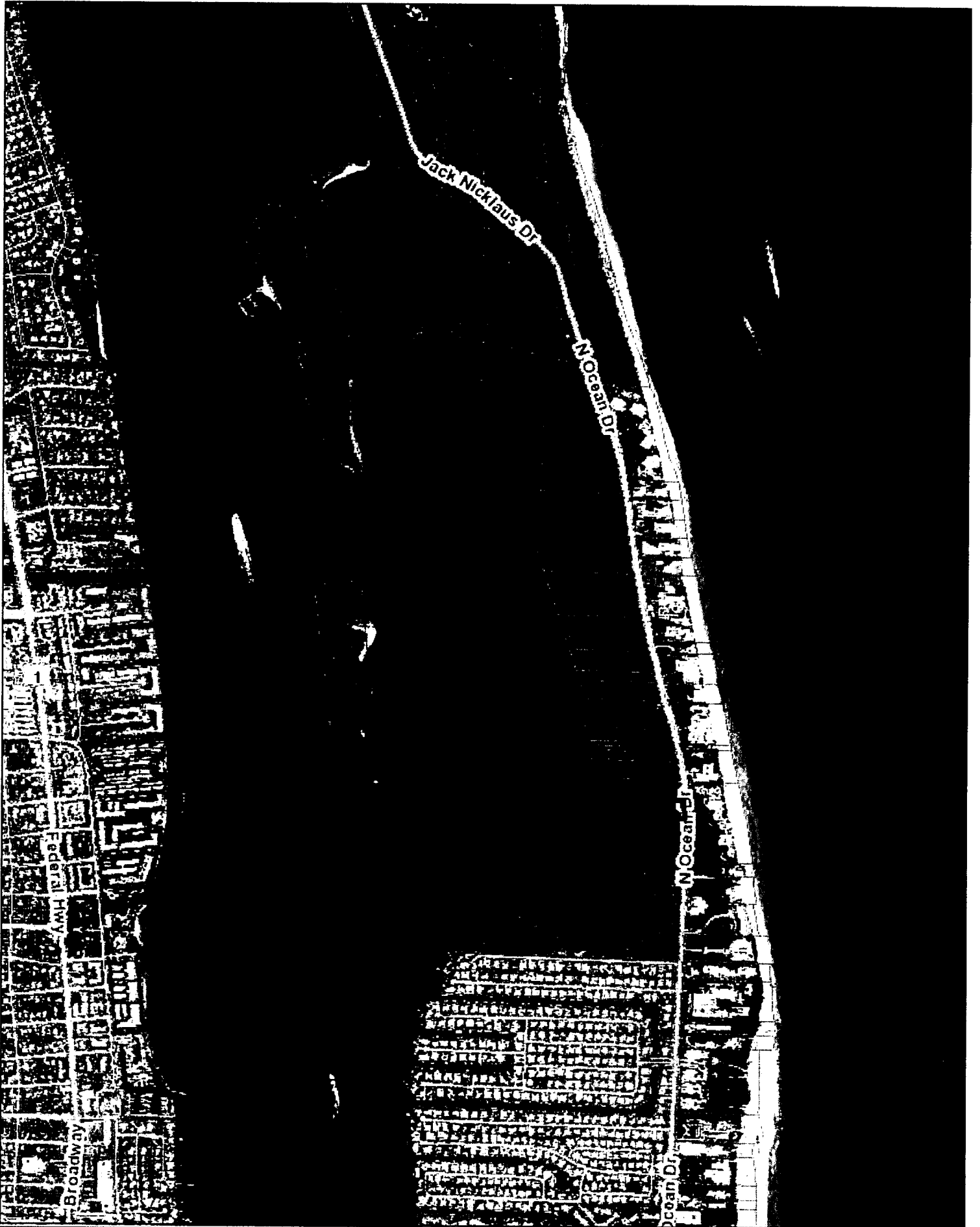
A handwritten signature in black ink, appearing to read 'C. Isiminger', with a long horizontal flourish extending to the right.

Charles C. Isiminger, P.E.

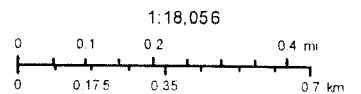
15104.DEP.03

Enclosures

cc: Tim Rach, FDEP  
Martin Murphy, Sr.  
John Murphy



Parcel Proposed to be Deeded to State



1:18,056





CFN 20070469578  
 OR BK 22171 PG 0535  
 RECORDED 10/10/2007 09:25:08  
 Palm Beach County, Florida  
 AMT 3,000.00  
 Doc Stamp 26.60  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0535 - 537; (3pgs)

Prepared by & Return to:  
**MATTHEW L. FERGUSON, ATTORNEY**  
 SORGINI & SORGINI, P.A.  
 300 North Federal Highway  
 Lake Worth, FL 33460

PCN: 56-43-42-22-00-001-0210

**TRUSTEE'S DEED**

This Indenture, made this 28 day of September, 2007, by MARTIN E. MURPHY and WACHOVIA BANK, N.A., as Co-Trustees of the Trust under the Will of Dolores Kimmel Murphy, whose post office address is 3601 PGA Boulevard, Suite 200, Palm Beach Gardens, FL 33410, Grantor, and THE MURPHY CONSTRUCTION CO., a Florida corporation under Document Number 517802, whose post office address P. O. Box 3768, West Palm Beach, FL 33402, Grantee,

WITNESSETH, that said Grantors, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, part of which is submerged:

**SEE ATTACHED EXHIBIT A - LEGAL DESCRIPTION**

and said Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Grantors, MARTIN E. MURPHY and WACHOVIA BANK, N.A., as Co-Trustees, warrant that the Trust under the Will of Dolores Kimmel Murphy, is in full force and effect and has not been revoked; and that Co-Trustees were granted the power to sell and convey real property in the trust instrument. This property is not the homestead of MARTIN E. MURPHY who resides at 1615 Clare Avenue, West Palm Beach, FL 33401.

**IN WITNESS WHEREOF**, Grantors have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Signature: [Signature]  
 Print Name: LISA LETTENMAIER

Signature: [Signature]  
 Print Name: VICTOR MARTINELLI

Signature: [Signature]  
 Print Name: Wanda Ginder

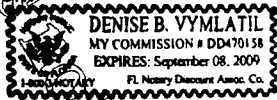
Signature: [Signature]  
 Print Name: Jamara Kern

By: [Signature] (SEAL)  
**MARTIN E. MURPHY, as Co-Trustee**  
 1615 Clare Avenue  
 West Palm Beach, FL 33401

By: [Signature] (SEAL)  
**WACHOVIA BANK, N.A., as Co-Trustee**  
**KEITH E. TIESTE, Assistant Vice President**  
 Wachovia Bank, N.A.  
 3601 PGA Blvd., Suite 200  
 Palm Beach Gardens, FL 33410

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 3<sup>rd</sup> day of October, 2007, by  
MARTIN E. MURPHY, as Co-Trustee of the Trust under the Will of Dolores Kimmel Murphy, who  
is personally known to me X or who produced \_\_\_\_\_  
as identification.

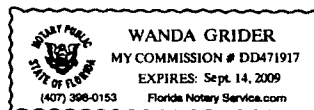


Denise B. Vymlatil  
Notary Public, State of Florida at Large

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 28 day of September, 2007,  
by KEITH E. TIESTE, Assistant Vice President for WACHOVIA BANK, N.A., as Co-Trustee of the  
Trust under the Will of Dolores Kimmel Murphy, who is personally known to me \_\_\_\_\_ or who  
produced \_\_\_\_\_ as identification.

Wanda Grider  
Notary Public, State of Florida at Large



Copy Certified

**EXHIBIT A**

**LEGAL DESCRIPTION**

A strip of land 200 feet in width from north to south extending from the west right of way line of SR 703 (Alt A-1-A) to the waters edge of Lake Worth, lying between two east and west lines, the southerly boundary line thereof being 3,465 feet north of the south boundary line of sections 22 and 23 in Township 42 south, Range 43 east, as determined by producing the southerly boundary line of section 21 in said Township and Range eastward across the waters of Lake Worth and the land lying between Lake Worth and the Atlantic Ocean to the Atlantic Ocean, and the north boundary line thereof being 3,665 feet north of the south boundary line of sections 22 and 23 as above described, the north and south boundary line of said 200 foot strip running parallel with and being measured at right angles to the south boundary line of said sections 22 and 23 as above described, the strip hereby conveyed being part of fractional Section 23 and that part, if any, of fractional Section 22 in said Township and Range, lying between the west right of way of SR 703 (Alt A-1-A) on the east, the waters of Lake Worth on the west, and the two boundary lines above described on the north and south; together with all rights, title and interest of the grantors in the submerged lands in Lake Worth lying between the north and south boundary lines of the above-described tract when produced west to the channel of Lake Worth.

THIS IS A  
CERTIFIED COPY

P. B. Co.

INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA:

DREED NO. 17,146.

WHEREAS, the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, have under and by virtue of the authority vested in them by Chapter 7304, of the Acts of 1917, Laws of Florida, given notice by publication in the Palm Beach Post, a newspaper published in the County of Palm Beach, State of Florida, in which the lands hereinafter described are located, once each week for five consecutive weeks, that they would on November 16th, A. D. 1923, hold a meeting for the purpose of considering the sale of the lands hereinafter described, in order that any person or persons who had objections thereto might have opportunity to present the same, as provided for by said statute; and,

WHEREAS, it has been made to appear to the said Trustees that said land is of the character and is so situated as to come within the terms of said Act, and no objection having been offered to such sale, and a satisfactory offer having been received therefor; now therefore,

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida under and by virtue of the authority vested in and conferred upon them by the provisions of said Chapter 7304, Laws of Florida, Acts of 1917, for and in consideration of the sum of Six Thousand Two Hundred Thirty-four and No/100 Dollars (\$6234.00) to them in hand paid by Lake Worth Realty Company, a corporation organized

and existing under the laws of the State of Colorado and authorized to do business in the State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey unto the said Lake Worth Realty Company, its successors, legal representatives or assigns the following described land situate lying and being in the County of Palm Beach, State of Florida, to-wit:

The parcels, tracts, or shallow banks in Lake Worth in Sections 22 and 15, Township 42 South, Range 43 East, and further described as follows:

TRACT NUMBER 1.

Beginning at the Southeast corner of Section 22, Township 42 South, Range 43 East, as established by William J. Reyes, Deputy United States Surveyor, in October, 1858, and recorded on the United States Government plat approved November 7, 1859, which corner is also the meander corner on the shore of Lake Worth, as shown by said plat, thence following the meander of the shore of Lake Worth by the traverse as shown and recorded on the above mentioned plat North 18 degrees West 990 feet; thence North 5 degrees East 2310 feet; thence North 14 degrees West 2112 feet to the section line between Sections 22 and 15; thence West along said section line, if prolonged, 930 feet; thence South 20 degrees 30 minutes East 630 feet; thence South 1450 feet; thence South 39 degrees 30 minutes West 2900 feet; thence South 1014 feet to a point on the South line of Section 22, West of the point of beginning; thence East 3169 feet, more or less, to the point of beginning; containing 221.59 acres, more or less, in or abutting Section 22; Township 42 South, Range 43 East, and also all those pieces or parcels of submerged, overflowed and filled-in lands, and lands which have formed by accretion lying between the tract of land hereinabove described and the Eastern shore or high water mark of Lake Worth, and,

TRACT NUMBER 2.

Beginning at the meander corner on the Eastern shore of Lake Worth on the section line between Sections 15 and 22 as shown by

the above described plat and also being the Northeast corner of Tract Number 1 hereinabove described, thence following the meander line as shown by said plat North 15 degrees West 1980 feet; thence North 13 degrees West 1287 feet; thence North 19 degrees West 400 feet; thence West 1875 feet; thence South 480 feet; thence East 450 feet; thence South 48 degrees 30 minutes East 400 feet; thence South 60 degrees East 900 feet; thence South 1400 feet; thence South 20 degrees 30 minutes East 1000 feet to a point on the section line West of the point of beginning; thence East along the section line between said Sections 15 and 22, if prolonged, 930 feet, more or less, to the point of beginning, containing 90.11 acres, more or less, in or abutting Section 15, Township 42 South, Range 43 East.

The two parcels containing a total of 311.70 acres, more or less.

TO HAVE AND TO HOLD the above described property to the said Lake Worth Realty Company and its successors, legal representatives and assigns, forever.

SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described land, with the right and privilege to mine and develop the same.

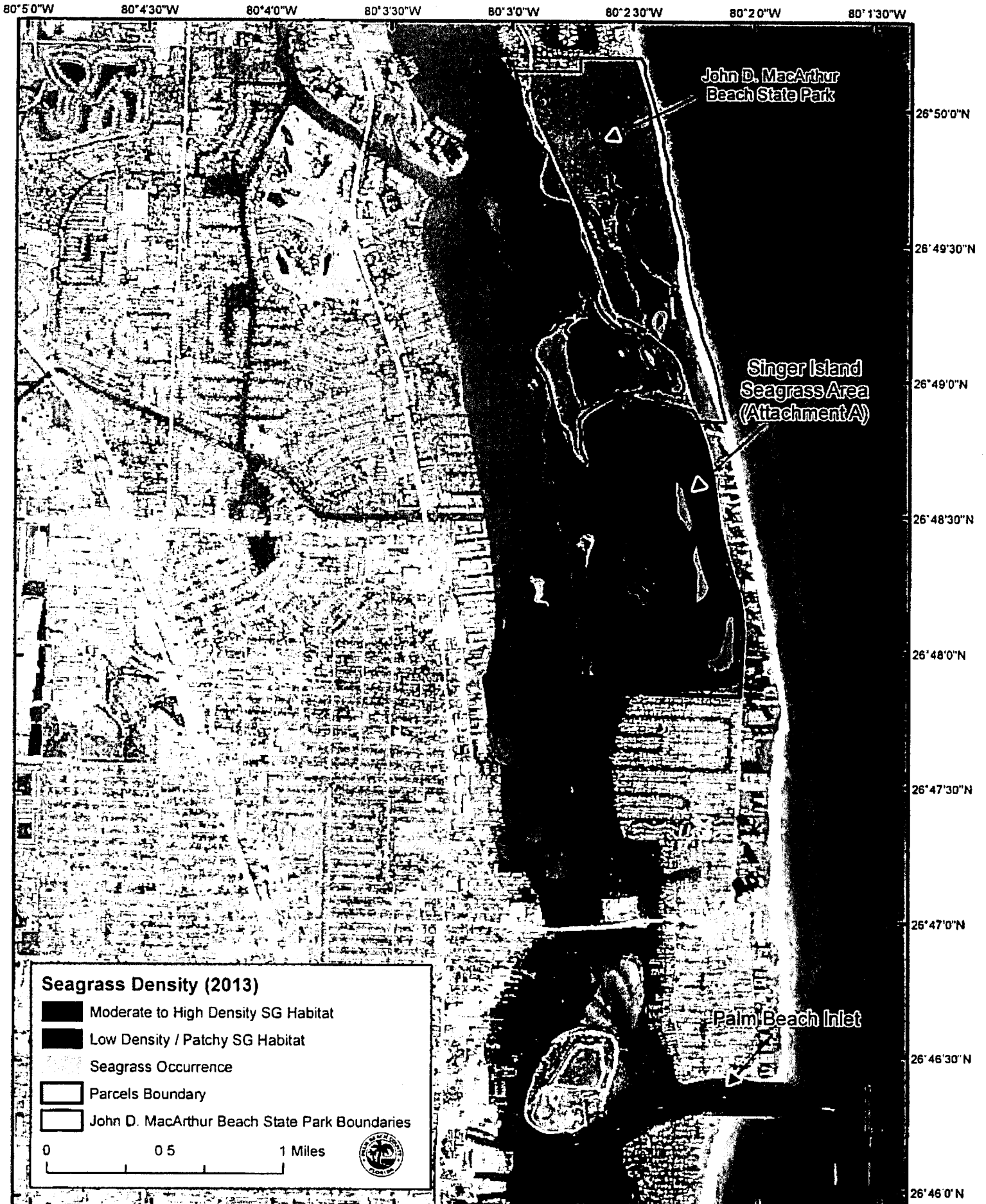
AND FURTHER SAVING AND RESERVING, unto the said, the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, the said Trustees have here-  
unto subscribed their names and affixed their seals, and have  
caused the seal of "THE DEPARTMENT OF AGRICULTURE OF THE STATE  
OF FLORIDA" to be hereunto affixed, at the Capitol in the City  
of Tallahassee, on this the 22nd. day of April, A. D. Nine-  
teen hundred and twenty-four.

(SEAL)

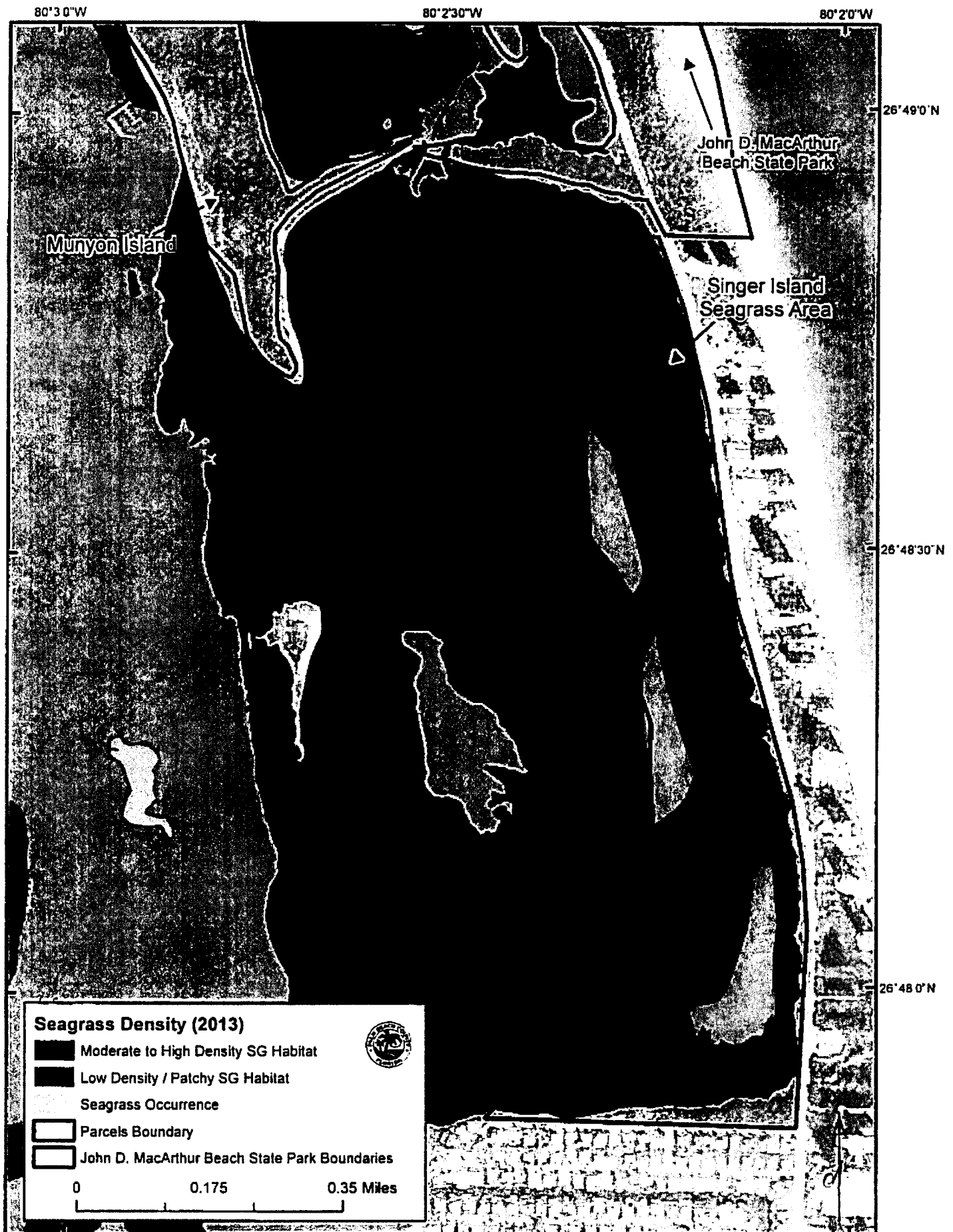
Cary A. Hardee. (SEAL)  
Governor  
Ernest Amos. (SEAL)  
Comptroller.  
J. C. Luning. (SEAL)  
Treasurer.  
Rivers Buford. (SEAL)  
Attorney General.  
Nathan Mayo. (SEAL)  
Commissioner of Agriculture.

Deed sent  
to D. S. ...  
May 1924

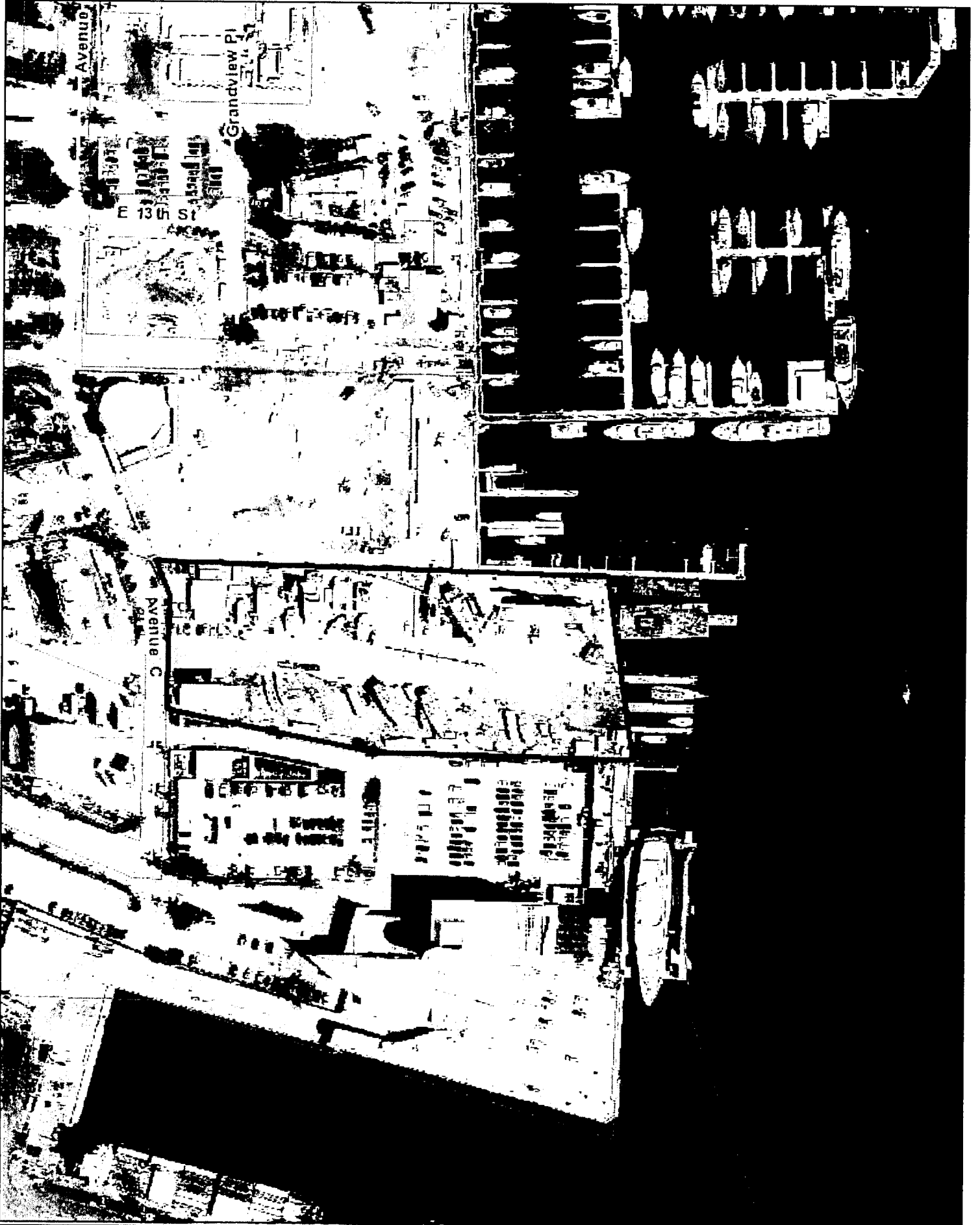


**Singer Island Seagrass Area**



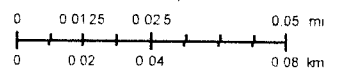


**Singer Island Seagrass Area: Attachment A**



JAMCO Property

1:2,257





CFN 20070580075  
 OR BK 22350 PG 1961  
 RECORDED 12/28/2007 15:20:26  
 Palm Beach County, Florida  
 AMT 1,655,375.00  
 Doc Stamp 11,587.80  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1961 - 1963; (3pgs)

Will Call No.: 69/ljc

Prepared by and return to:  
 PHILIP D. O'CONNELL, Jr.

CASEY, CIKLIN, ET AL  
 515 North Flagler Drive Suite 1900  
 West Palm Beach, FL 33401  
 561-832-5900  
 File Number: 1211-

Parcel Identification No. 56-43-42-33-06-027-0020

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 27th day of December, 2007 between CRACKER BOY BOAT WORKS, INC., a Florida corporation whose post office address is P. O. Box 3751, West Palm Beach, FL 33402 of the County of Palm Beach, State of Florida, grantor\*, and JAMCO, INC., a Florida corporation whose post office address is P.O. Box 3768, West Palm Beach, FL 33402 of the County of Palm Beach, State of Florida, grantee\*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Subject to taxes for the year 2008 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

This is a Certified Copy

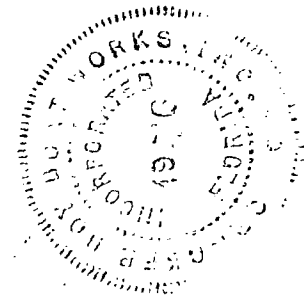
CRACKER BOY BOAT WORKS, INC., a Florida corporation

By: M.E. Murphy  
MARTIN E. MURPHY, President

Lisa Lettenmaier  
Witness Name: LISA LETTENMAIER

Erin Rodriguez  
Witness Name: ERIN RODRIGUEZ

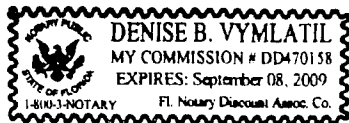
(Corporate Seal)



State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me this 27th day of December, 2007 by MARTIN E. MURPHY, President of CRACKER BOY BOAT WORKS, INC., a Florida corporation, on behalf of the corporation. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]



Denise B Vymlatil  
Notary Public

Printed Name: Denise B. Vymlatil

My Commission Expires: 9/8/09

EXHIBIT "A"

All that certain parcel of land lying and being in the County of Palm Beach and State of Florida, more particularly described as follows:

Commence at the Northwest corner of Government Lot 3, Section 33, Township 42 South, Range 43 East, as located by Potter and shown Plat of Riviera, on file in the Public Records of Palm Beach County, Florida, in Book 2 of Plats, on page 90; thence South  $89^{\circ} 45'$  East along the North line of said Government Lot 3, as located by Potter, a distance of 637.60 feet to a point; thence North  $0^{\circ} 21'$  West a distance of 375.23 feet to a  $1\frac{1}{2}$ " iron pipe in the North Line of Block 24 of said Plat of Riviera, said iron pipe being 10.73 feet East of the Northwest corner of said Block 24, said iron pipe being the point of beginning, which iron pipe is also at the intersection of the East line of Oak Street, and the North line of said Block 24; thence North  $0^{\circ} 21'$  West along the East line of Oak Street, according to the Plat of Central Addition on file in the Public Records of Palm Beach County, Florida, in Plat Book 10, page 71, a distance of 136.97 feet to a concrete monument, containing a  $\frac{3}{4}$ " iron pipe; thence, North  $22^{\circ} 50'$  West along the East line of said Oak Street a distance of 61.90 feet to a concrete monument containing a  $\frac{3}{4}$ " iron pipe; thence, South  $89^{\circ} 47'$  East, a distance of 350.52 feet to a  $\frac{3}{4}$ " iron pipe, set in the bulkhead on the West Shore of Lake Worth; thence in prolongation of the last described line, which is the North line of the property herein described, to the Westerly edge of the navigable channel of Lake Worth as now exists and recognized;

RETURN to the point of beginning, in the North line of Block 24 of Riviera aforesaid; thence, South  $68^{\circ} 45'$  East 22.17 feet to a  $1\frac{1}{2}$ " iron pipe; thence, South  $79^{\circ} 53'$  East 258.80 feet to a  $\frac{1}{2}$ " reinforcing rod; thence, South  $89^{\circ} 45'$  East 92 feet to a  $1\frac{1}{2}$ " iron pipe, which iron pipe is South  $9^{\circ} 37'$  East 250.11 feet along a certain bulkhead from the  $\frac{3}{4}$ " iron pipe set in said bulkhead on the North line of the property herein described; thence, in prolongation of and continuing the South line of said property South  $89^{\circ} 45'$  East to the Westerly edge of the navigable channel of Lake Worth as now exists and recognized; thence in a Northerly direction along the said Westerly edge of the navigable channel of Lake Worth to the intersection of the prolongation of the North line of the property herein described.

CSL Cover Sheet

DM ID \_\_\_\_\_

Document Type: Current Submerged Land Leases

Instrument: [ ] Parent Lease  Amendment to Lease [ ] Assignment of Lease

[ ] Release [ ] Partial Release [ ] Easement [ ] Use Agreement [ ] Sublease

[ ] Amendment to Sublease [ ] Assignment of Sublease [ ] Release of Sublease

[ ] Partial Release of Sublease [ ] Other

Lease Number: 500002826

PA Number: \_\_\_\_\_

Document Date: 9/6/13

Submerged: X (Y) \_\_\_\_\_ (N) \_\_\_\_\_

Water Body: Lake Worth

Original County: Palm Beach

Section: 33

Township: 42 S

Range: 43 E

Total Area / Area Unit: 49,590 (A) Acreage  (S) Square Feet

County Book / Page / Type: \_\_\_\_\_ / B \_\_\_\_\_ / P \_\_\_\_\_ / O \_\_\_\_\_

OR Instrument Number: \_\_\_\_\_

Comments:  
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Date Prepped 9/26/13

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

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 LEASE RENEWAL  
AND MODIFICATION TO REFLECT CURRENT OWNERSHIP  
AND ADD SPECIAL LEASE CONDITION

BOT FILE NO. 500002826

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 payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to JAMCO, INC., a Florida corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 33,  
Township 42 South, Range 43 East, in Lake Worth,  
Palm Beach County, containing 49,590 square feet,  
more or less, as is more particularly described and shown  
on Attachment A, dated March 14, 2003.

TO HAVE THE USE OF the hereinabove described premises from March 23, 2013, the effective date of this modified lease renewal, through March 23, 2023, 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 an existing 3 concrete ramp pier system for a travel lift and boat hoist and a commercial marginal docking facility for 6-10 vessels to be used exclusively for launching and retrieving vessels in conjunction with an upland boat repair and 40 unit dry storage facility, 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 liveaboards as defined in paragraph 26 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$5,660.90 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto 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.

6. 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 entire term of this lease renewal 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.

7. 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. 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.

8. 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.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, 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.



10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal 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 this lease, current 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.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. 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:

JAMCO, INC.  
P O Box 3768  
West Palm Beach, Florida 33402

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.

13. 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 renewal.

14. 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.

15. 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. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. 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 renewal 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 renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

17. 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.

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

19. 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 renewal 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.

20. 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 renewal, 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 12 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.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 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 a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. 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 renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal 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 docking facility.

24. 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.

25. 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.

26. 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.

27. **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. **FINANCIAL CAPABILITY:** To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding; (ii) the Lessee has no unsatisfied judgments entered against it; (iii) the Lessee has satisfied all state and local taxes for which it is responsible; and (iv) no other matters are pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

29. **SPECIAL LEASE CONDITION(S):**

A. Within 30 days after the Lessor's execution of this lease, Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms 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 850/922-4330).

B. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of September, 2013, 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

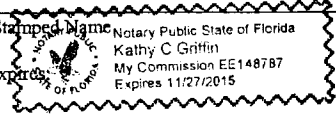
Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.



WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

JAMCO, INC., a Florida corporation

(SEAL)

BY:

Original Signature of Executing Authority

Martin E. Murphy, Sr.  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16th day of August, 2013, by Martin E. Murphy, Sr. as President of JAMCO, INC., a Florida corporation, for and on behalf of the corporation. He is personally known to me or who has produced personally known, as identification.

My Commission Expires: 03/25/2017



Commission/Serial No. EE868371

Signature of Notary Public

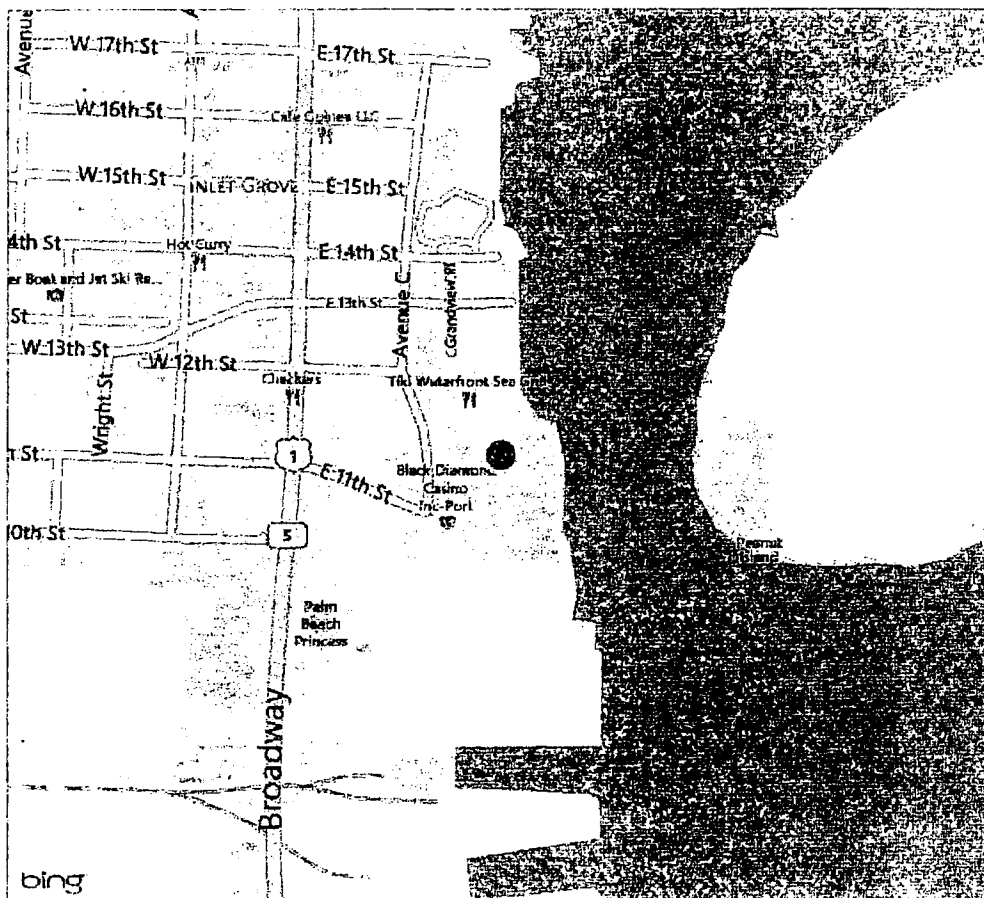
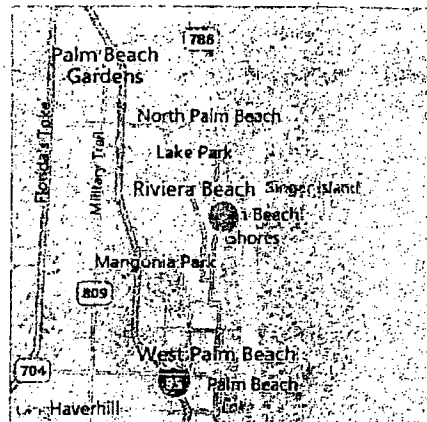
Notary Public, State of Florida

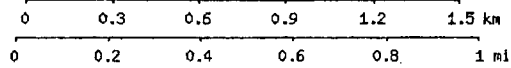
Elizabeth Scott  
Printed, Typed or Stamped Name


bing Maps

1124 Avenue C, West Palm Beach, FL  
33404

My Notes





  
 M=-5.935  
 G=0.427

Section	33
Township	42S
Range	43E

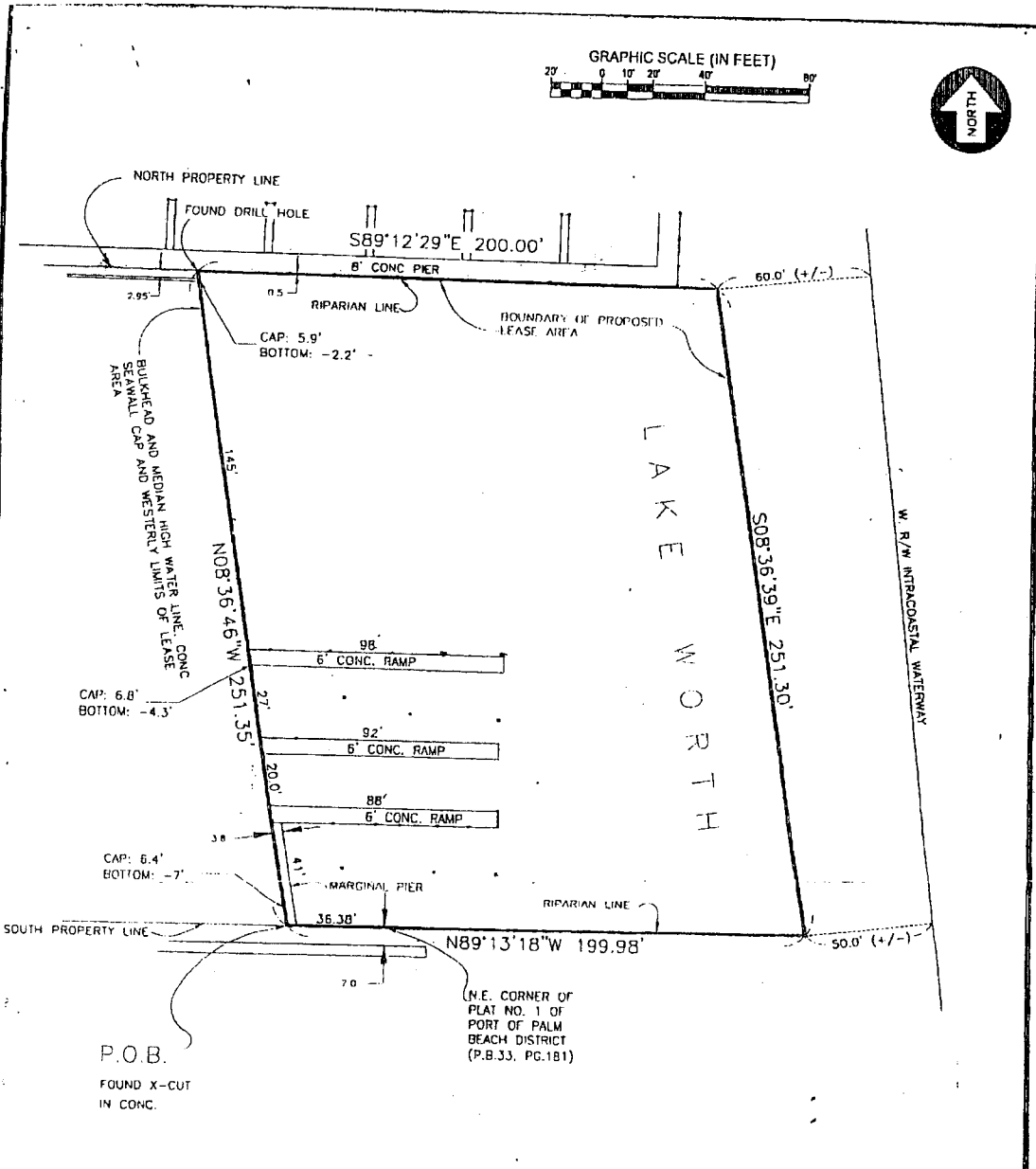
LEGAL DESCRIPTION

FIELD SURVEY OF A PARCEL OF SUBMERGED LAND LYING IN SECTION 33,  
TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PLAT NO. 1 OR PORT OF  
PALM BEACH DISTRICT, AS RECORDED IN PLAT BOOK 33, PAGE 181, PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 89°33'27" W,  
ALONG THE NORTH LINE OF SAID PLAT NO. 1 OF PORT OF PALM BEACH  
DISTRICT, A DISTANCE OF 36.38 FEET TO THE POINT OF BEGINNING;  
THENCE N 8°36'46" W ALONG A CONCRETE SEAWALL, A DISTANCE OF  
251.35 FEET TO A POINT; THENCE S 89°12'29" E A DISTANCE OF 200 FEET TO  
A POINT; THENCE N 89°12'29" E A DISTANCE OF 251.30 FEET TO A POINT;  
THENCE N 89°12' 29" E A DISTANCE OF 200 FEET TO A POINT; THENCE S  
08°36'39" E A SIDTANCE OF 251.30FEET TO A POINT; THENCE N 89°13'17" W A  
DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

NOTES:

APPROXIMATELY 49,590 SQUARE FEET OF PREEMPTED AREA.  
LINEAR FOOTAGE OF WATERFRONT PROPERTY IS 251.35 FEET.



**LEGAL DESCRIPTION (As furnished by client)**

FIELD SURVEY OF A PARCEL OF SUBMERGED LAND LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF PLAT NO. 1 OF PORT OF PALM BEACH DISTRICT, AS RECORDED IN PLAT BOOK 33, PAGE 181, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N  $89^{\circ}33'27''$  W, ALONG THE NORTH LINE OF SAID PLAT NO. 1 OF PORT OF PALM BEACH DISTRICT, A DISTANCE OF 36.38 FEET TO THE POINT OF BEGINNING; THENCE N  $8^{\circ}36'46''$  W, ALONG A CONCRETE SEAWALL A DISTANCE OF 251.35 FEET TO A POINT; THENCE N  $89^{\circ}12'29''$  E A DISTANCE OF 200 FEET TO A POINT; THENCE N  $89^{\circ}12'29''$  E A DISTANCE OF 251.30 FEET TO A POINT; THENCE N  $89^{\circ}12'29''$  E A DISTANCE OF 200 FEET TO A POINT; THENCE  $S08^{\circ}36'39''$  E A DISTANCE OF 251.30 FEET TO A POINT; THENCE  $N89^{\circ}13'17''$  W A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

**LEGEND:**

<ul style="list-style-type: none"> <li>BL - BULKHEAD</li> <li>BR - BRIDGE</li> <li>CC - CONCRETE</li> <li>CD - CONCRETE DOCK</li> <li>CL - CONCRETE LINE</li> <li>CM - CONCRETE MARGINAL PIER</li> <li>CP - CONCRETE PIER</li> <li>CR - CONCRETE RAMP</li> <li>CS - CONCRETE SEAWALL</li> <li>DR - DRILL HOLE</li> <li>FC - FOUND CONCRETE</li> <li>FL - FOUND LIME</li> <li>FR - FOUND REBAR</li> <li>FS - FOUND STEEL</li> <li>FT - FOUND TIE</li> <li>FX - FOUND X-CUT</li> <li>GC - GRAVEL</li> <li>GL - GRAVEL LINE</li> <li>GM - GRAVEL MARGINAL PIER</li> <li>GP - GRAVEL PIER</li> <li>GR - GRAVEL RAMP</li> <li>GS - GRAVEL SEAWALL</li> <li>HC - HIGHWAY CENTERLINE</li> <li>HL - HIGHWAY LINE</li> <li>HM - HIGHWAY MARGINAL PIER</li> <li>HP - HIGHWAY PIER</li> <li>HR - HIGHWAY RAMP</li> <li>HS - HIGHWAY SEAWALL</li> <li>IL - IRON LINE</li> <li>IM - IRON MARGINAL PIER</li> <li>IP - IRON PIER</li> <li>IR - IRON RAMP</li> <li>IS - IRON SEAWALL</li> <li>LC - LIME CONCRETE</li> <li>LD - LIME DOCK</li> <li>LE - LIME LINE</li> <li>LM - LIME MARGINAL PIER</li> <li>LP - LIME PIER</li> <li>LR - LIME RAMP</li> <li>LS - LIME SEAWALL</li> <li>MC - MARGINAL CONCRETE</li> <li>MD - MARGINAL DOCK</li> <li>ME - MARGINAL LINE</li> <li>ML - MARGINAL MARGINAL PIER</li> <li>MP - MARGINAL PIER</li> <li>MR - MARGINAL RAMP</li> <li>MS - MARGINAL SEAWALL</li> <li>NC - NAIL CONCRETE</li> <li>ND - NAIL DOCK</li> <li>NE - NAIL LINE</li> <li>NM - NAIL MARGINAL PIER</li> <li>NP - NAIL PIER</li> <li>NR - NAIL RAMP</li> <li>NS - NAIL SEAWALL</li> <li>OC - OCEAN CENTERLINE</li> <li>OL - OCEAN LINE</li> <li>OM - OCEAN MARGINAL PIER</li> <li>OP - OCEAN PIER</li> <li>OR - OCEAN RAMP</li> <li>OS - OCEAN SEAWALL</li> <li>PC - PIER CONCRETE</li> <li>PD - PIER DOCK</li> <li>PE - PIER LINE</li> <li>PM - PIER MARGINAL PIER</li> <li>PP - PIER PIER</li> <li>PR - PIER RAMP</li> <li>PS - PIER SEAWALL</li> <li>RC - REBAR CONCRETE</li> <li>RD - REBAR DOCK</li> <li>RE - REBAR LINE</li> <li>RM - REBAR MARGINAL PIER</li> <li>RP - REBAR PIER</li> <li>RR - REBAR RAMP</li> <li>RS - REBAR SEAWALL</li> <li>SC - SAND CONCRETE</li> <li>SD - SAND DOCK</li> <li>SE - SAND LINE</li> <li>SM - SAND MARGINAL PIER</li> <li>SP - SAND PIER</li> <li>SR - SAND RAMP</li> <li>SS - SAND SEAWALL</li> <li>TC - TIE CONCRETE</li> <li>TD - TIE DOCK</li> <li>TE - TIE LINE</li> <li>TM - TIE MARGINAL PIER</li> <li>TP - TIE PIER</li> <li>TR - TIE RAMP</li> <li>TS - TIE SEAWALL</li> <li>UC - UNDER CONCRETE</li> <li>UD - UNDER DOCK</li> <li>UE - UNDER LINE</li> <li>UM - UNDER MARGINAL PIER</li> <li>UP - UNDER PIER</li> <li>UR - UNDER RAMP</li> <li>US - UNDER SEAWALL</li> <li>VC - VERTICAL CONCRETE</li> <li>VD - VERTICAL DOCK</li> <li>VE - VERTICAL LINE</li> <li>VM - VERTICAL MARGINAL PIER</li> <li>VP - VERTICAL PIER</li> <li>VR - VERTICAL RAMP</li> <li>VS - VERTICAL SEAWALL</li> <li>WC - WOOD CONCRETE</li> <li>WD - WOOD DOCK</li> <li>WE - WOOD LINE</li> <li>WM - WOOD MARGINAL PIER</li> <li>WP - WOOD PIER</li> <li>WR - WOOD RAMP</li> <li>WS - WOOD SEAWALL</li> <li>XC - X-CUT CONCRETE</li> <li>XD - X-CUT DOCK</li> <li>XE - X-CUT LINE</li> <li>XM - X-CUT MARGINAL PIER</li> <li>XP - X-CUT PIER</li> <li>XR - X-CUT RAMP</li> <li>XS - X-CUT SEAWALL</li> </ul>	<ul style="list-style-type: none"> <li>SC - SCREW</li> <li>SP - SPIRE</li> <li>ST - STEEL TIE</li> <li>STP - STEEL TIE PIER</li> <li>STW - STEEL TIE WATERWAY</li> <li>SW - STEEL WIRE</li> <li>SWP - STEEL WIRE PIER</li> <li>SWW - STEEL WIRE WATERWAY</li> <li>TC - TIE CONCRETE</li> <li>TD - TIE DOCK</li> <li>TE - TIE LINE</li> <li>TM - TIE MARGINAL PIER</li> <li>TP - TIE PIER</li> <li>TR - TIE RAMP</li> <li>TS - TIE SEAWALL</li> <li>UC - UNDER CONCRETE</li> <li>UD - UNDER DOCK</li> <li>UE - UNDER LINE</li> <li>UM - UNDER MARGINAL PIER</li> <li>UP - UNDER PIER</li> <li>UR - UNDER RAMP</li> <li>US - UNDER SEAWALL</li> <li>VC - VERTICAL CONCRETE</li> <li>VD - VERTICAL DOCK</li> <li>VE - VERTICAL LINE</li> <li>VM - VERTICAL MARGINAL PIER</li> <li>VP - VERTICAL PIER</li> <li>VR - VERTICAL RAMP</li> <li>VS - VERTICAL SEAWALL</li> <li>WC - WOOD CONCRETE</li> <li>WD - WOOD DOCK</li> <li>WE - WOOD LINE</li> <li>WM - WOOD MARGINAL PIER</li> <li>WP - WOOD PIER</li> <li>WR - WOOD RAMP</li> <li>WS - WOOD SEAWALL</li> <li>XC - X-CUT CONCRETE</li> <li>XD - X-CUT DOCK</li> <li>XE - X-CUT LINE</li> <li>XM - X-CUT MARGINAL PIER</li> <li>XP - X-CUT PIER</li> <li>XR - X-CUT RAMP</li> <li>XS - X-CUT SEAWALL</li> </ul>
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- SURVEYOR'S NOTES:**
1. THE CENTERLINE OF AVENUE 'C' IS PRESUMED TO BEAR  $80^{\circ}56'28''E$  AND ALL BEARINGS ON THIS SURVEY ARE RELATIVE THERETO.
  2. APPROXIMATELY 49,590 SQUARE FEET OF PRESUMPT AREA.
  3. LINEAR FOOTAGE OF WATERFRONT PROPERTY IS 251.35 FEET.
  4. APPROXIMATELY 1615 SQUARE FEET OF EXISTING RAMPS, DOCKS OR PIERS.
  5. SUBMERGED LANDS LOCATED IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST.
  6. THIS IS A FIELD SURVEY PER CHAPTER 610117-6, F.A.C.
  7. BENCH MARK IS 7.818 FEET M.S.L.D.
  8. P.O.B. LOCATED  $28^{\circ}46'18''$  NORTH LATITUDE AND  $80^{\circ}03'04''$  WEST LONGITUDE AS SCALER FROM U.S.G.S. RIVIERA BEACH QUADRANGLE N2645-W8000/7.5.

**TRIANGLE**  
Land Surveying, Inc.  
Surveying to Specification  
LB # 2992

6483 Royal Palm Beach Boulevard  
W.Palm Beach, FL 33412  
561.798-3966 (phone)  
561.791-8777 (fax)  
Trieng5524@aol.com

**CERTIFIED TO:**  
CRACKER BOY BOAT WORKS

FIELD DATE: FEBRUARY 20, 2003	SCALE: GRAPHIC	ADDRESS:
REVISED:	DRAWN BY: PCH	
JOB ORDER NO.:	F.B. PG. PAL/RDW	

13059

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE PROPERTY SURVEYED AND THAT IT CONFORMS TO THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Robert W. Whitehead*  
ROBERT W. WHITEHEAD, P.S.M., FLORIDA CERTIFICATE NO. 4424

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



CFN 20070580075  
OR BK 22350 PG 1961  
RECORDED 12/28/2007 15:20:26  
Palm Beach County, Florida  
AMT 1,655,375.00  
Doc Stamp 11,587.80  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1961 - 1963; (3pgs)

Will Call No.: 69/ljc

Prepared by and return to:  
PHILIP D. O'CONNELL, Jr.

CASEY, CHILIN, ET AL  
515 North Flagler Drive Suite 1900  
West Palm Beach, FL 33401  
561-832-5900  
File Number: 3211-

Parcel Identification No. 56-43-42-33-06-027-0020

[Space Above This Line For Recording Data]

### Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made (this) 27th day of December, 2007 between CRACKER BOY BOAT WORKS, INC., a Florida corporation whose post office address is P. O. Box 3751, West Palm Beach, FL 33402 of the County of Palm Beach, State of Florida, grantor, and JAMCO, INC., a Florida corporation whose post office address is P.O. Box 3768, West Palm Beach, FL 33402 of the County of Palm Beach, State of Florida, grantee\*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Subject to taxes for the year 2008 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

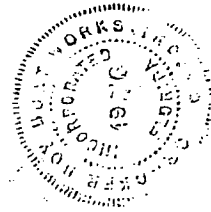
CRACKER BOY BOAT WORKS, INC., a Florida corporation

By: M.E. Murphy  
MARTIN E. MURPHY, President

Lisa Lettenmaier  
Witness Name: LISA LETTENMAIER

Erin Robinson  
Witness Name: ERIN ROBINSON

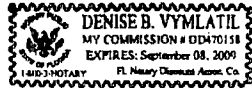
(Corporate Seal)



State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me this 27th day of December, 2007 by MARTIN E. MURPHY, President of CRACKER BOY BOAT WORKS, INC., a Florida corporation, on behalf of the corporation. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]



Denise B. Vymlatil  
Notary Public

Printed Name: Denise B. Vymlatil

My Commission Expires: 9/8/09

EXHIBIT "A"

All that certain parcel of land lying and being in the County of Palm Beach and State of Florida, more particularly described as follows:

Commence at the Northwest corner of Government Lot 3, Section 33, Township 42 South, Range 43 East, as located by Potter and shown Plat of Riviera, on file in the Public Records of Palm Beach County, Florida, in Book 2 of Plats, on page 90; thence South 89° 45' East along the North line of said Government Lot 3, as located by Potter, a distance of 637.60 feet to a point; thence North 0° 21' West 375.23 feet to a 1 1/2" iron pipe in the North Line of Block 24 of said Plat of Riviera, said iron pipe being 10.73 feet East of the North-west corner of said Block 24, said iron pipe being the point of beginning, which iron pipe is also at the intersection of the East line of Oak Street, and the North line of said Block 24; thence North 0° 21' West along the East line of Oak Street, according to the Plat of Central Addition on file in the Public Records of Palm Beach County, Florida, in Plat Book 10, page 71, a distance of 136.97 feet to a concrete monument, containing a 3/4" iron pipe; thence, North 22° 50' West along the East line of said Oak Street a distance of 61.90 feet to a concrete monument containing a 3/4" iron pipe; thence, South 89° 47' East, a distance of 350.52 feet to a 3/4" iron pipe, set in the bulkhead on the West Shore of Lake Worth; thence in prolongation of the last described line, which is the North line of the property herein described, to the Westerly edge of the navigable channel of Lake Worth as now exists and recognized;

RETURN to the point of beginning, in the North line of Block 24 of Riviera aforesaid; thence, South 68° 45' East 22.17 feet to a 1 1/2" iron pipe; thence, South 79° 53' East 258.80 feet to a 1" reinforcing rod; thence, South 69° 45' East 92 feet to a 1 1/2" iron pipe, which iron pipe is, South 90° 17' East 250.11 feet along a certain bulkhead from the 3/4" iron pipe set in said bulkhead on the North line of the property herein described; thence, in prolongation of and continuing the South line of said property South 09° 45' East to the Westerly edge of the navigable channel of Lake Worth as now exists and recognized; thence in a Northerly direction along the said Westerly edge of the navigable channel of Lake Worth to the intersection of the prolongation of the North line of the property herein described.