

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
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 _____

Does this item include the use of federal funds? Yes _____ No _____

Budget Account No.:

Fund _____ Department _____ Unit _____ Object _____ Program _____

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

There are no fiscal impacts associated with this item.

C. Department Fiscal Review:

_____ *S. Henry*

III. REVIEW COMMENTS

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

<p><i>Lisa R</i> 4/12/19 OFMB ASD 4/12</p>	<p><i>Dr. So. Javelin</i> 4/16/19 Contract Development and Control 4/16/19</p>
--	--

B. Legal Sufficiency:

_____ *[Signature]*
Assistant County Attorney

C. Other Department Review:

Department Director

ATTACHMENT 1

This Instrument Prepared By:

M. Sue Jones

Action No. 39504

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 EASEMENT RENEWAL
AND TECHNICAL MODIFICATION TO REFERENCE NEW MODIFIED PERMIT

BOT FILE NO. 500232676

EASEMENT NO. 40902

PA NO. 0303863-006-JC

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Palm Beach County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Sections 10, 15, 22, and 23,
Township 42 South, Range 43 East, in Atlantic Ocean,
Palm Beach County, Florida, as is more particularly described
and shown on Attachment A, dated July 9, 2007.

TO HAVE THE USE OF the hereinabove described premises from November 25, 2018, the effective date of this modified easement renewal, through November 25, 2028, the expiration date of this modified easement renewal. The terms and conditions on and for which this modified easement renewal is granted are as follows:

1. **USE OF PROPERTY:** The above described parcel of land shall be used solely for a borrow area and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0276415-001-JC, dated November 25, 2008, and Consolidated Major Modified Joint Coastal Permit No. 0303863-006-JM, dated June 8, 2018 incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. **EASEMENT CONSIDERATION:** In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. **RIGHTS GRANTED:** The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

4. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

5. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

6. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

7. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee 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.

8. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

9. TERMINATION: The Grantee, by acceptance of this easement, 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 Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Palm Beach County
2300 North Jog Road, 4th floor
West Palm Beach, Florida 33411

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

10. TAXES AND ASSESSMENTS: The Grantee 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 easement which result from the grant of this easement or the activities of Grantee hereunder.

11. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 9 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

12. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor 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 Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

13. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

14. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee 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 Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

15. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

16. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

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

Original Signature

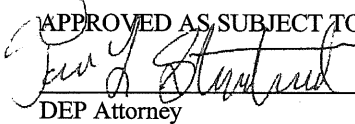
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

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 AS SUBJECT TO PROPER EXECUTION:



2/21/2019

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Palm Beach County, Florida (SEAL)
By its Board of County Commissioners

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Mack Bernard
Typed/Printed Name of Executing Authority

Original Signature

Mayor
Title of Executing Authority

Typed/Printed Name of Witness

“GRANTEE”

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Notary Public, State of _____

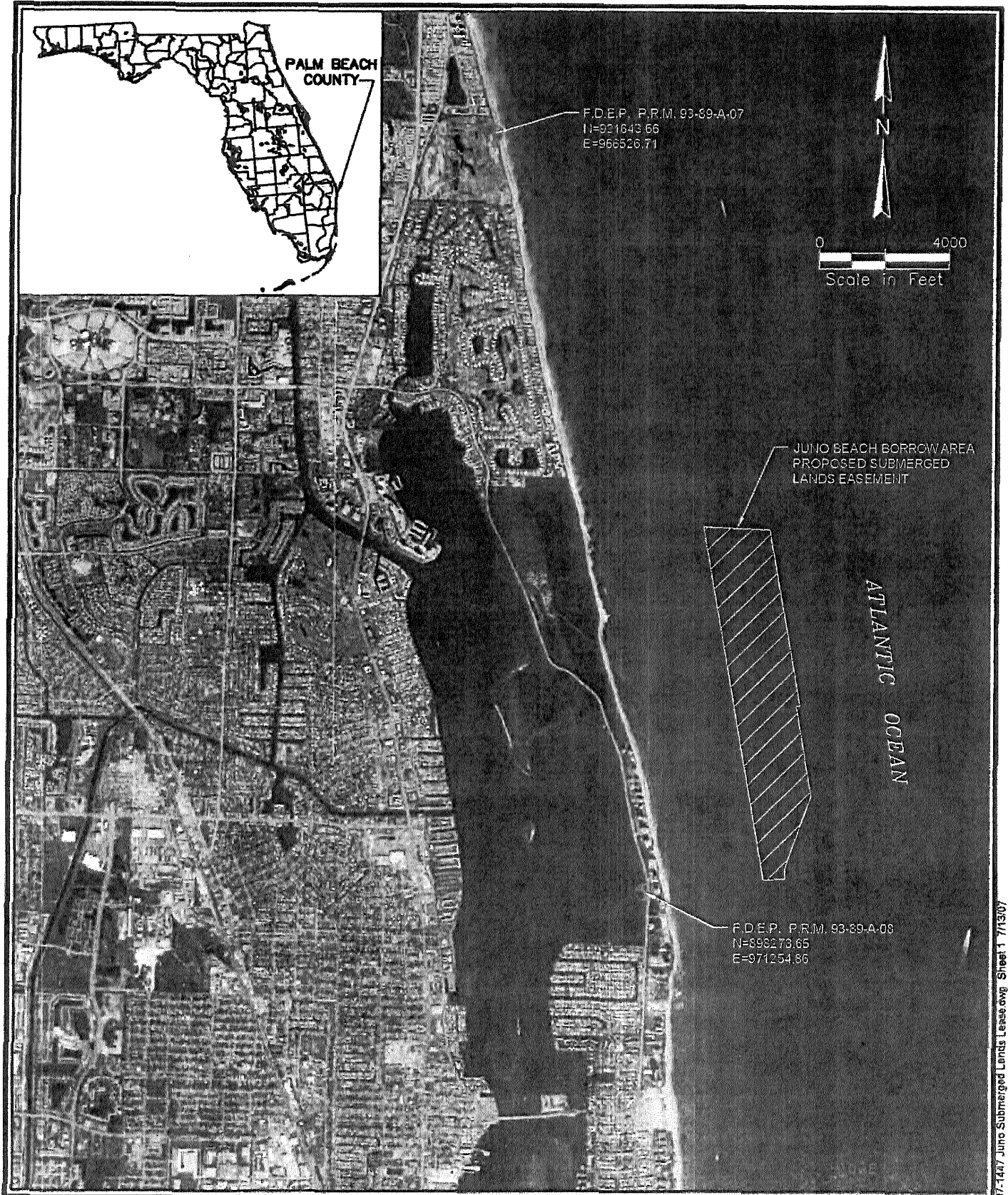
Commission/Serial No. _____

Printed, Typed or Stamped Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY **DATE**

Robert Sum 4-4-19

APPROVED AS TO TERMS AND CONDITIONS **DATE**



07-1447 Juno Submerged Lands Lease.dwg Sheet 1 7/13/07

ATM
APPLIED TECHNOLOGY & MANAGEMENT
1485 N. Atlantic Ave., Suite 113
Cocoa Beach, Florida 32931
(321) 799-2332
Certificate of Authorization #LB-7072

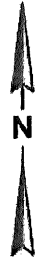
**PROPOSED SUBMERGED LANDS EASEMENT
JUNO BEACH BORROW AREA
PALM BEACH COUNTY, FLORIDA**

Attachment A LOCATION MAP
Page 6 of 8 Pages
Easement No. 40902
BOT File No. 500232676

JOB NO: 07-1447
DATE: 07/09/2007
SHEET NO: 1 of 3

Gary W. Bazemore
Professional Surveyor and Mapper
Florida License No. 5697

F.D.E.P. P.R.M. 93-89-A-07
 N=921643.66
 E=966526.71



0 3000
 Scale in Feet

RECEIVED


OCT 01 2008

BUREAU OF BEACHES
 AND COASTAL SYSTEMS

NOTES:

1. THIS IS NOT A BOUNDARY / FIELD SURVEY.
2. COORDINATES AND BEARINGS ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983/90.
3. COORDINATES OF P.O.B. ARE CALCULATED FROM TIES TO F.D.E.P. PRMs.
4. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

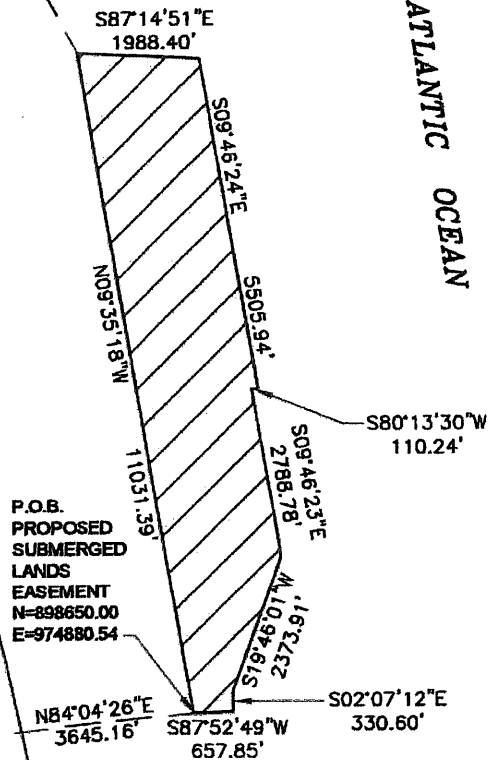
LEGEND:

- P.R.M. PERMANENT REFERENCE MONUMENT
 F.D.E.P. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 PROPOSED SUBMERGED LANDS EASEMENT

Attachment A
 Page 7 of 8 Pages
 Easement No. 40902
 BOT File No. 500232676

APPROXIMATE SHORELINE

ATLANTIC OCEAN



07-1447 Juno Submerged Lands Easement.dwg Sheet 2 of 3



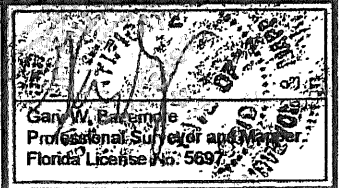
PROPOSED SUBMERGED LANDS EASEMENT
 JUNO BEACH BORROW AREA
 PALM BEACH COUNTY, FLORIDA

SKETCH OF LEGAL DESCRIPTION

JOB NO: 07-1447

DATE: 07/09/2007

SHEET NO: 2 of 3



LEGAL DESCRIPTION FOR SUBMERGED LANDS EASEMENT:

A PARCEL OF SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA, LYING ADJACENT TO SECTIONS 10, 15, 22 AND 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FLORIDA DEPARTMENT OF ENVIROMENTAL PROTECTION (FDEP) PERMANENT REFERENCE MONUMENT "93-89-A-08" HAVING COORDINATES OF NORTHING = 898273.65 FEET, EASTING = 971254.86 FEET, REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 1990 (NAD 83/90), RUN N84°04'26"E INTO THE WATERS OF THE ATLANTIC OCEAN, A DISTANCE OF 3645.16 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF SOVEREIGN SUBMERGED LAND, SAID POB HAVING COORDINATES OF NORTHING = 898650.00 FEET, EASTING = 974880.54 FEET (NAD 83/90):

FROM THE POINT OF BEGINNING RUN N09°35'18"W A DISTANCE OF 11031.39 FEET TO A POINT, SAID POINT BEING 13757.53 FEET DISTANT ALONG A LINE BEARING S28°16'16"E FROM FDEP PERMANENT REFERENCE MONUMENT "93-89-A-07", SAID FDEP MONUMENT HAVING COORDINATES OF NORTHING = 921643.66 FEET, EASTING = 966526.71 FEET (NAD 83/90); THENCE S87°14'51"E A DISTANCE OF 1988.40 FEET TO A POINT; THENCE S09°46'24"E A DISTANCE OF 5505.94 FEET TO A POINT; THENCE S80°13'30"W A DISTANCE OF 110.24 FEET TO A POINT; THENCE S09°46'23"E A DISTANCE OF 2788.78 FEET TO A POINT; THENCE S19°46'01"W A DISTANCE OF 2373.91 FEET TO A POINT; THENCE S02°07'12"E A DISTANCE OF 330.60 FEET TO A POINT; THENCE S87°52'49"W A DISTANCE OF 657.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,164,519 SQUARE FEET (439.96 ACRES) MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

Attachment A
Page 8 of 8 Pages
Easement No. 40902
BOT File No. 500232676

07-1447 Juno Submerged Lands Lease.dwg Sheet 3 7/13/07

ATM
APPLIED TECHNOLOGY & MANAGEMENT
1485 N. Atlantic Ave., Suite 113
Cocoa Beach, Florida 32931
(321) 799-2332
Certificate of Authorization #LB-7072

**PROPOSED SUBMERGED LANDS EASEMENT
JUNO BEACH BORROW AREA
PALM BEACH COUNTY, FLORIDA**

LEGAL DESCRIPTION

JOB NO: 07-1447
DATE: 07/09/2007
SHEET NO: 3 of 3

GARY W. BAZUMORE
Professional Surveyor and Mapper
Florida License No. 5637

ATTACHMENT 2

pc
w
rs



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

January 21, 2009

Palm Beach County, Florida
Attn: Mr. Richard Walesky
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

Easement No. 40902
BOT File No. 500232676
Grantee: Palm Beach County, Florida

- ENV. RES. MGMT.
- Env. Enh. & Restoration
- Natural Resources Stewardship
- Resources Protection
- Mosquito Control
- Finance & Support Services
- Director
- Deputy Director
- Other _____

Dear Mr. Walesky:

Enclosed is a fully executed easement for **your** records.

The easement agreement requires the Grantee to have the fully executed easement (all pages) recorded within 14 days after receipt of this letter. The easement is to be recorded in the official records of the county within which the easement site is located. Please provide within 10 days following recordation, a copy of the recorded easement to this office at the letterhead address (to Mail Station No. 125).

If you have any questions, please feel free to contact me at (850) 245-2720. Any future correspondence or inquiries should be directed to this office at the letterhead address above (Mail Station No. 125) or at (850) 245-2720.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Kathy C. Griffin
Government Operations Consultant I
Bureau of Public Land Administration
Division of State Lands

/kcg

Enclosures

cc: File

DEP, SE District Office
Beaches and Coastal

RECEIVED
JAN 23 2009

ENVIRONMENTAL RESOURCES MANAGEMENT

This Instrument Prepared By:
Taurean J. Lewis
Recurring Revenue Section
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 EASEMENT

NO. 40902
BOT FILE NO. 500232676
PA NO. 0276415-001-JC

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Palm Beach County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Sections 10,15,22,23,
Township 42 South, Range 43 East, in the Atlantic Ocean,
Palm Beach County, as is more particularly described
and shown on Attachment A, dated July 9, 2007.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from November 25, 2008, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

1. **USE OF PROPERTY:** The above described parcel of land shall be used solely for a borrow area, and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection, Consolidated Joint Coastal Permit No. 0276415-001-JC, dated November 25, 2008, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. **EASEMENT CONSIDERATION:** In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. **RIGHTS GRANTED:** The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

4. **DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS:** Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

5. **GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY:** This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

6. **RIGHT TO INSPECT:** Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

7. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Grantee 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.

8. **VENUE:** Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

9. **ASSIGNMENT OF EASEMENT:** This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. **TERMINATION:** The Grantee, by acceptance of this easement, 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 Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

PALM BEACH COUNTY, FLORIDA - ERM
Richard Walesky
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. **TAXES AND ASSESSMENTS:** The Grantee 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 easement which result from the grant of this easement or the activities of Grantee hereunder.

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

13. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Grantor 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 Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. **RECORDATION OF EASEMENT:** The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

15. **AMENDMENTS/MODIFICATIONS:** This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

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

17. **ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS:** No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. **UPLAND RIPARIAN PROPERTY INTEREST:** During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(57), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

WITNESSES:

Mary K. Thurmond
Original Signature

Mary K. Thurmond
Print/Type Name of Witness

Kathy C. Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

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

BY: Jeffery M. Gentry (SEAL)

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration, Division
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

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of January, 2009, by Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Janet L. Hise
DEP Attorney

Kathy C. Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name: Kathy C. Griffin
My Commission Expires: 10/30/2011
Commission/Serial No. _____



WITNESSES:

Susan Jacone
Original Signature

SUSAN JACONE
Typed/Printed Name of Witness

Demarus A. Brodbeck
Original Signature

Demarus A. Brodbeck
Typed/Printed Name of Witness

Palm Beach County, Florida (SEAL)
By its Board of County Commissioners

BY: Richard E. Walesky
Original Signature of Executing Authority

Richard E. Walesky
Typed/Printed Name of Executing Authority

Chairman, ERM
Title of Executing Authority

"GRANTEE"

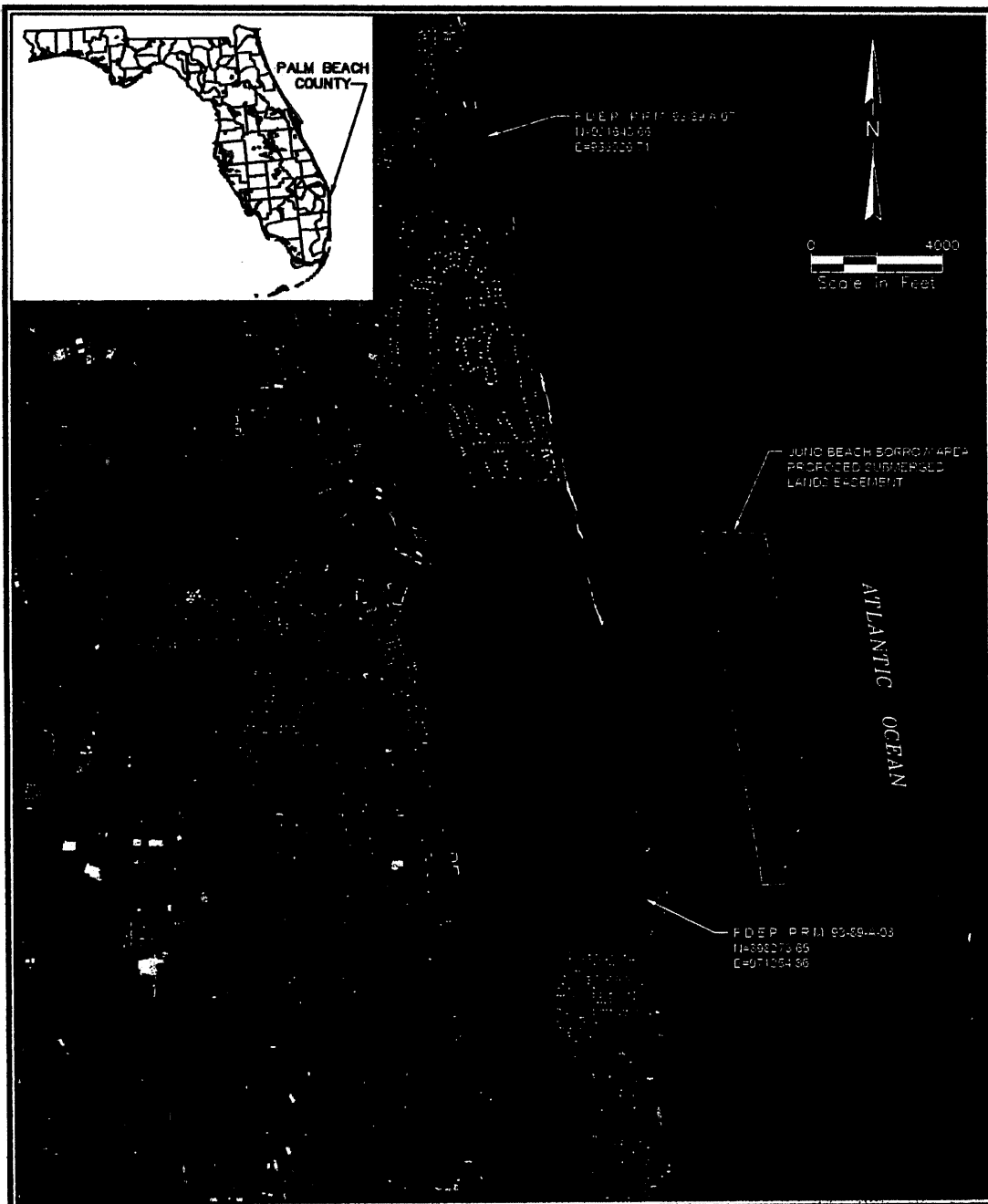
STATE OF Florida
COUNTY OF Palm Beach

Richard E. Walesky The foregoing instrument was acknowledged before me this 6th day of January, 2009 by Jeff Keona as Chairman, for and on behalf of the Board of County Commissioners of Palm Beach County, Florida. He is personally known to me or who has produced _____, as identification.



My Commission Expires: 10-20-09
Commission/Serial No. DD484193

Marion A. Morrison
Notary Public, State of Florida
Marion A. Morrison
Printed, Typed or Stamped Name





07-1447 Juno Submerged Lands Easement Sheet 1 of 3

 <p>1485 N. Atlantic Ave., Suite 113 Cocoa Beach, Florida 32931 (321) 799-2382 Certificate of Authorization #LS-7072</p>	<p>PROPOSED SUBMERGED LANDS EASEMENT JUNO BEACH BORROW AREA PALM BEACH COUNTY, FLORIDA</p> <p>LOCATION MAP</p>	<p>JOB NO: 07-1447</p> <p>DATE: 07/09/2007</p> <p>SHEET NO: 1 of 3</p>	 <p>Gen. W. Bazomal Professional Surveyor and Mapper Florida License No. 5697</p>
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LEGAL DESCRIPTION FOR SUBMERGED LANDS EASEMENT:

A PARCEL OF SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA, LYING ADJACENT TO SECTIONS 10, 15, 22 AND 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


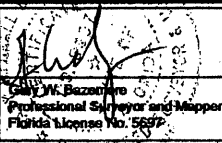
COMMENCING AT FLORIDA DEPARTMENT OF ENVIROMENTAL PROTECTION (FDEP) PERMANENT REFERENCE MONUMENT '93-89-A-08' HAVING COORDINATES OF NORTHING = 898273.65 FEET, EASTING = 971254.86 FEET, REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 1990 (NAD 83/90), RUN N84°04'26"E INTO THE WATERS OF THE ATLANTIC OCEAN, A DISTANCE OF 3645.16 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF SOVEREIGN SUBMERGED LAND, SAID POB HAVING COORDINATES OF NORTHING = 898650.00 FEET, EASTING = 974880.54 FEET (NAD 83/90):

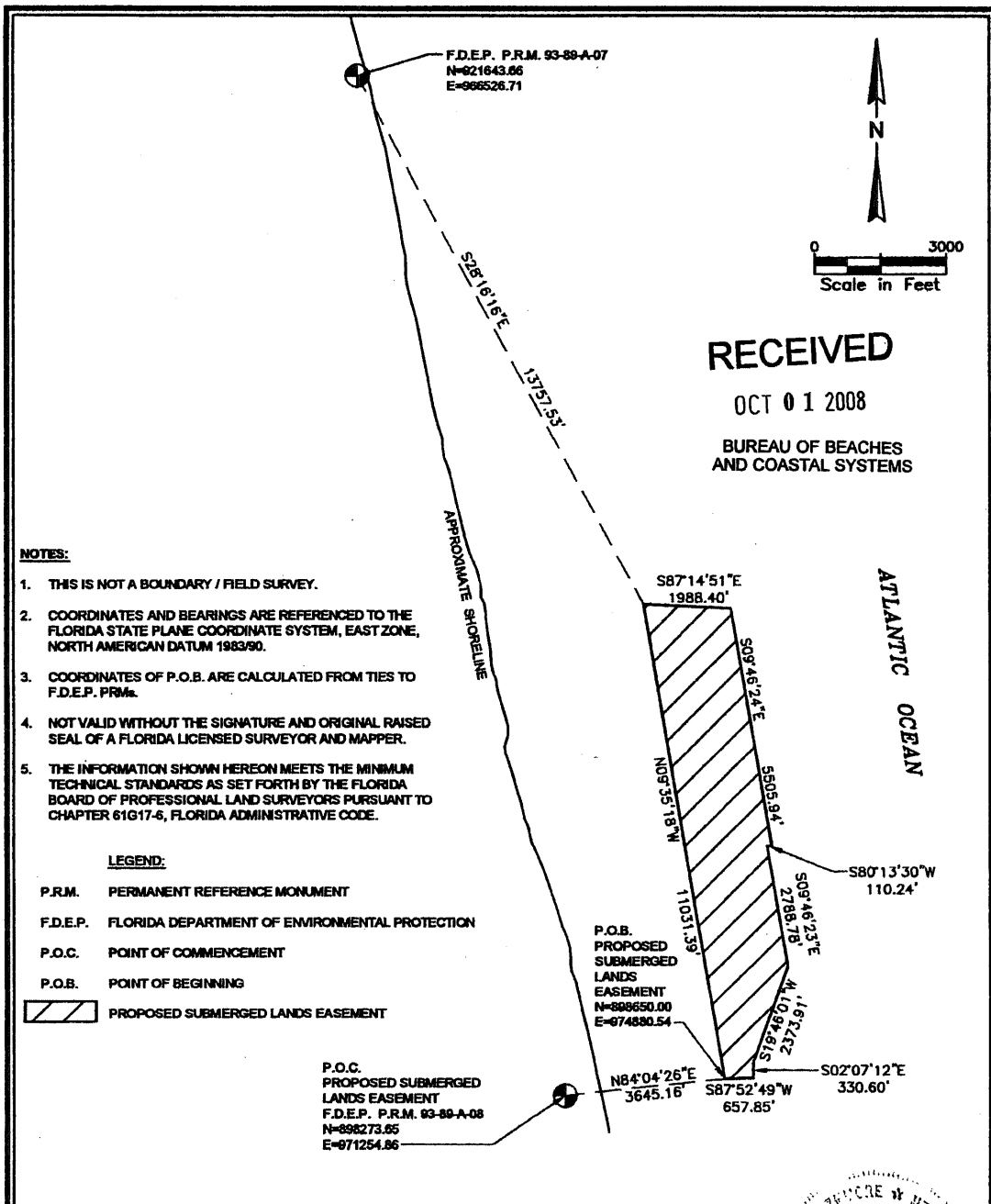
FROM THE POINT OF BEGINNING RUN N09°35'18"W A DISTANCE OF 11031.39 FEET TO A POINT, SAID POINT BEING 13757.53 FEET DISTANT ALONG A LINE BEARING S28°16'16"E FROM FDEP PERMANENT REFERENCE MONUMENT '93-89-A-07', SAID FDEP MONUMENT HAVING COORDINATES OF NORTHING = 921643.66 FEET, EASTING = 966526.71 FEET (NAD 83/90); THENCE S87°14'51"E A DISTANCE OF 1988.40 FEET TO A POINT; THENCE S09°46'24"E A DISTANCE OF 5505.94 FEET TO A POINT; THENCE S80°13'30"W A DISTANCE OF 110.24 FEET TO A POINT; THENCE S09°46'23"E A DISTANCE OF 2788.78 FEET TO A POINT; THENCE S19°46'01"W A DISTANCE OF 2373.91 FEET TO A POINT; THENCE S02°07'12"E A DISTANCE OF 330.60 FEET TO A POINT; THENCE S87°52'49"W A DISTANCE OF 657.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,164,519 SQUARE FEET (439.96 ACRES) MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

07-1447 Juno Submerged Lands Leasing Sheet 3 7/18/07

 <p>1485 N. Atlantic Ave., Suite 112 Cocoa Beach, Florida 32931 (321) 789-2332 Certificate of Authorization 0LS-7072</p>	<p>PROPOSED SUBMERGED LANDS EASEMENT JUNO BEACH BORROW AREA PALM BEACH COUNTY, FLORIDA</p> <hr/> <p>LEGAL DESCRIPTION</p>	<p>JOB NO: 07-1447</p> <p>DATE: 07/09/2007</p> <p>SHEET NO: 3 of 3</p>	 <p>Gary W. Bazzano Professional Surveyor and Mapper Florida License No. 5637</p>
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NOTES:

1. THIS IS NOT A BOUNDARY / FIELD SURVEY.
2. COORDINATES AND BEARINGS ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983/90.
3. COORDINATES OF P.O.B. ARE CALCULATED FROM TIES TO F.D.E.P. P.R.M.s.
4. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

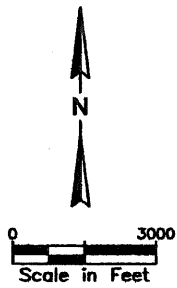
LEGEND:

- P.R.M. PERMANENT REFERENCE MONUMENT
- F.D.E.P. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED SUBMERGED LANDS EASEMENT

RECEIVED

OCT 01 2008

BUREAU OF BEACHES AND COASTAL SYSTEMS



07-1447 Juno Submerged Lands Leasing Sheet 2 of 3

**PROPOSED SUBMERGED LANDS EASEMENT
JUNO BEACH BORROW AREA
PALM BEACH COUNTY, FLORIDA**

SKETCH OF LEGAL DESCRIPTION

JOB NO: 07-1447

DATE: 07/09/2007

SHEET NO: 2 of 3