

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 5, 2020 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a Sovereignty Submerged Lands Lease Modification with the Board of Trustees of the Internal Improvement Trust Fund (TIITF) at Ocean Inlet Park Marina located in Ocean Ridge.

**Summary:** The County owns and operates the Ocean Inlet Marina, a portion of which was constructed over sovereign submerged lands owned by TIITF. The County currently leases from TIITF 27,105 square feet (.62 acres) of sovereign submerged lands within the marina (R2013-1567). This Sovereignty Submerged Lands Lease Modification reconfigures structures, expands the leased area by 19,135 square feet (0.44 acres); increasing the entire lease area from 27,105 square feet (0.62 acres) to 46,240 square feet (1.06 acres) and increases the number of slips located within TIITF’s sovereign submerged lands from 14 to 21. The initial lease fee for the Expanded Area is \$3,330.98 and was paid by the Parks and Recreation Department (Parks) on February 6, 2020. All lease fees are budgeted by Parks under their annual operating expenses for Ocean Inlet Park. Parks will continue to have administrative responsibility for this Lease. (PREM) District 4 (HJF)

**Background and Justification:** The County owns and currently operates the 25 slip Ocean Inlet Marina that was constructed partially over sovereign lands owned by TIITF. The current lease was extended in 2013 (R2013-1567) for a ten-year period which will expire on October 24, 2022. The current lease authorizes the County to operate 14 slips located on sovereignty submerged lands owned by TIITF. The remaining 11 slips are located on submerged lands owned by the County. The County is proposing to redevelop and reconfigure Ocean Inlet Marina to allow for the operation of a 28 slip docking facility with boatlifts.

**Attachments:**

- 1. Location Map
- 2. Two (2) Sovereignty Submerged Lands Lease Modification to Re-Configure Structures, Increase Square Footage and the number of Wet Slips

Recommended By: [Signature] Army Wolf  
Department Director Date

Approved By: [Signature] 2/16/2020  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$6746</u>	<u>\$5825</u>	<u>\$5825</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$6746</u>	<u>\$5825 *</u>	<u>\$5825 *</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 0001 Dept 580 Unit 5110 Object 4401  
Program \_\_\_\_\_

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

The annual lease fee already paid by Parks for Fiscal Year 2020 is \$6,745.64. This amount includes \$3,414.66 for the existing 27,105 square feet lease area and \$3,330.98 for the expanded lease area (19,135 square feet) which includes a 25 percent one-time surcharge fee. The annual lease fee for the remaining years of the lease, which will include the Overall Lease Area, will be calculated by using the current base fee, pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The current base fee formula is Base Rate (0.17997) X Net Square Feet (46,240) = \$8,321.81 X 30% discount = **\$5,825.26**

Funding for future lease payments will be budgeted through the Parks annual budget process.  
\* The annual lease fee is subject to annual CPI adjustments.

Fixed Asset Number N/A

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Development Comments:  
*[Signature]* 4/8/2020  
 OFMB *[initials]* BR *[initials]* LM *[initials]* *[initials]*  
*[Signature]* 4/14/2020  
 Contract Development and Control  
 4-14-2020 *[initials]*

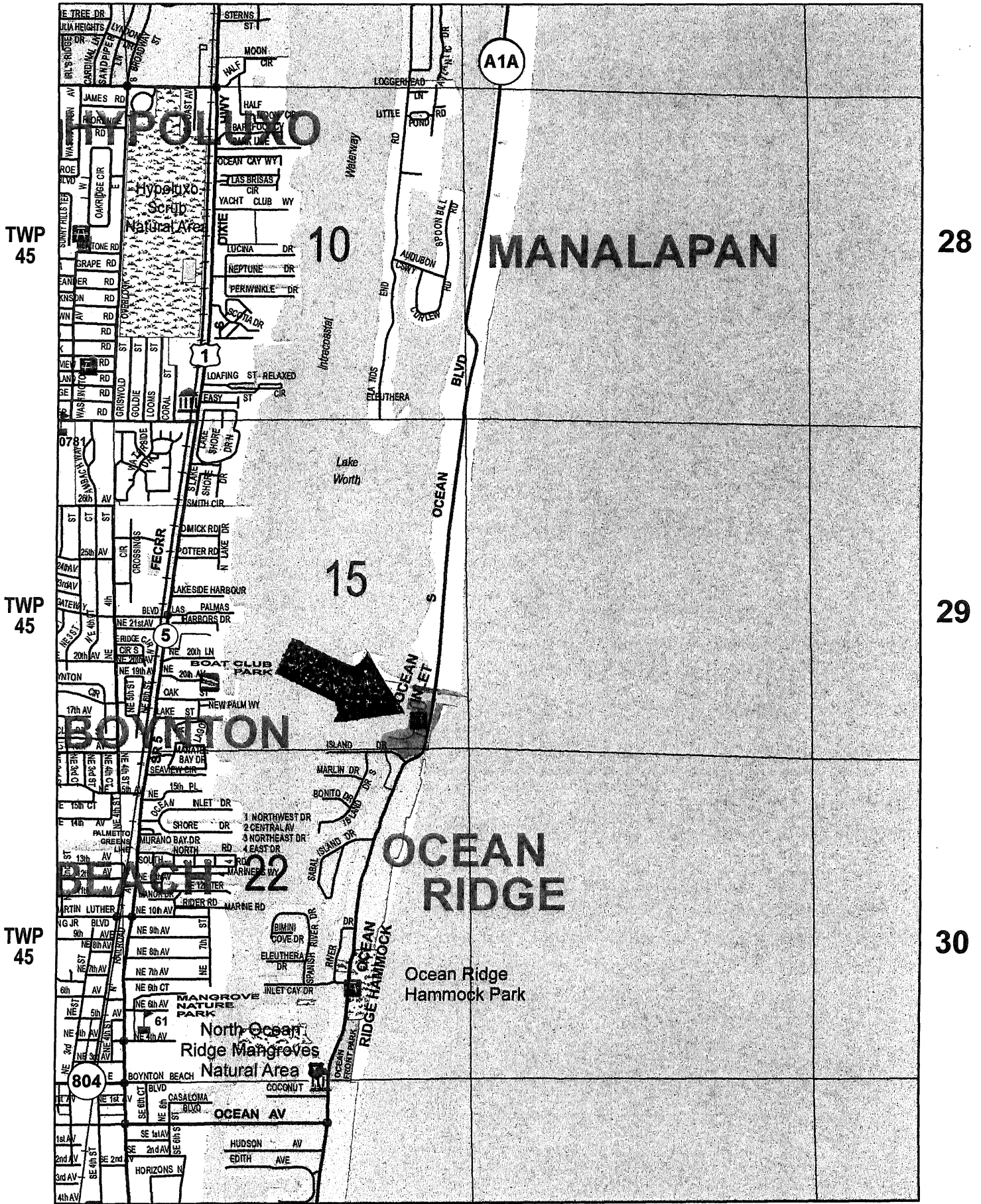
B. Legal Sufficiency:  
*[Signature]* 4/15/2020  
 Assistant County Attorney

C. Other Department Review:  
*[Signature]*  
 Department Director

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

B

A



RNG 43

RNG 43

11

**ATTACHMENT NO. 2**  
**Two (2) Sovereignty Submerged Lands Lease - 18 Pages (each)**

This Instrument Prepared By:

M. Sue Jones

Action No. 41065

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

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SOVEREIGNTY SUBMERGED LANDS LEASE  
MODIFICATION TO RE-CONFIGURE STRUCTURES, INCREASE SQUARE FOOTAGE  
AND THE NUMBER OF WET SLIPS

BOT FILE NO. 500026766

PA NO. 50-0156148-005-EI

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 Palm Beach County Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 15,  
Township 45 South, Range 43 East, in Lake Worth,  
Palm Beach County, Florida, containing 46,240 square feet, more  
or less, as is more particularly described and shown on  
Attachment A, dated July 30, 2019.

TO HAVE THE USE OF the hereinabove described premises from October 14, 2019, the effective date of this modified lease, through October 24, 2022, the expiration date of this modified lease. The terms and conditions on and for which this modified lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate the 21 slips located on sovereignty submerged lands as part of a 28-slip commercial docking facility with boat lifts (the other 7 slips are located on privately-owned submerged lands) to be used exclusively for mooring of recreational vessels in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 50-0156148-005-EI, dated October 11, 2019, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted on Page 11 of this modified lease shall be completed no later than October 11, 2024. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 12 herein. All of the foregoing subject to the remaining conditions of this lease.

[01/02]

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee for the expanded area (19,135 square feet) of \$2,410.61, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed modified lease. The annual fee for the remaining years of this lease for the entire lease area (46,240 square feet) 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. Any breach of this lease condition shall constitute a default under this lease.

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, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease 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) the 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 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 and as conditioned by the permit referenced in paragraph 1 of this lease. 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, 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: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of 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. LIABILITIES/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

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:

Palm Beach County  
2700 6<sup>th</sup> Ave. S  
Lake Worth, Florida 33461

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.

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. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

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

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 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 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, 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/COVENANT 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 an affirmative covenant upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

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

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

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

26. 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.

27. 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.

28. 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.

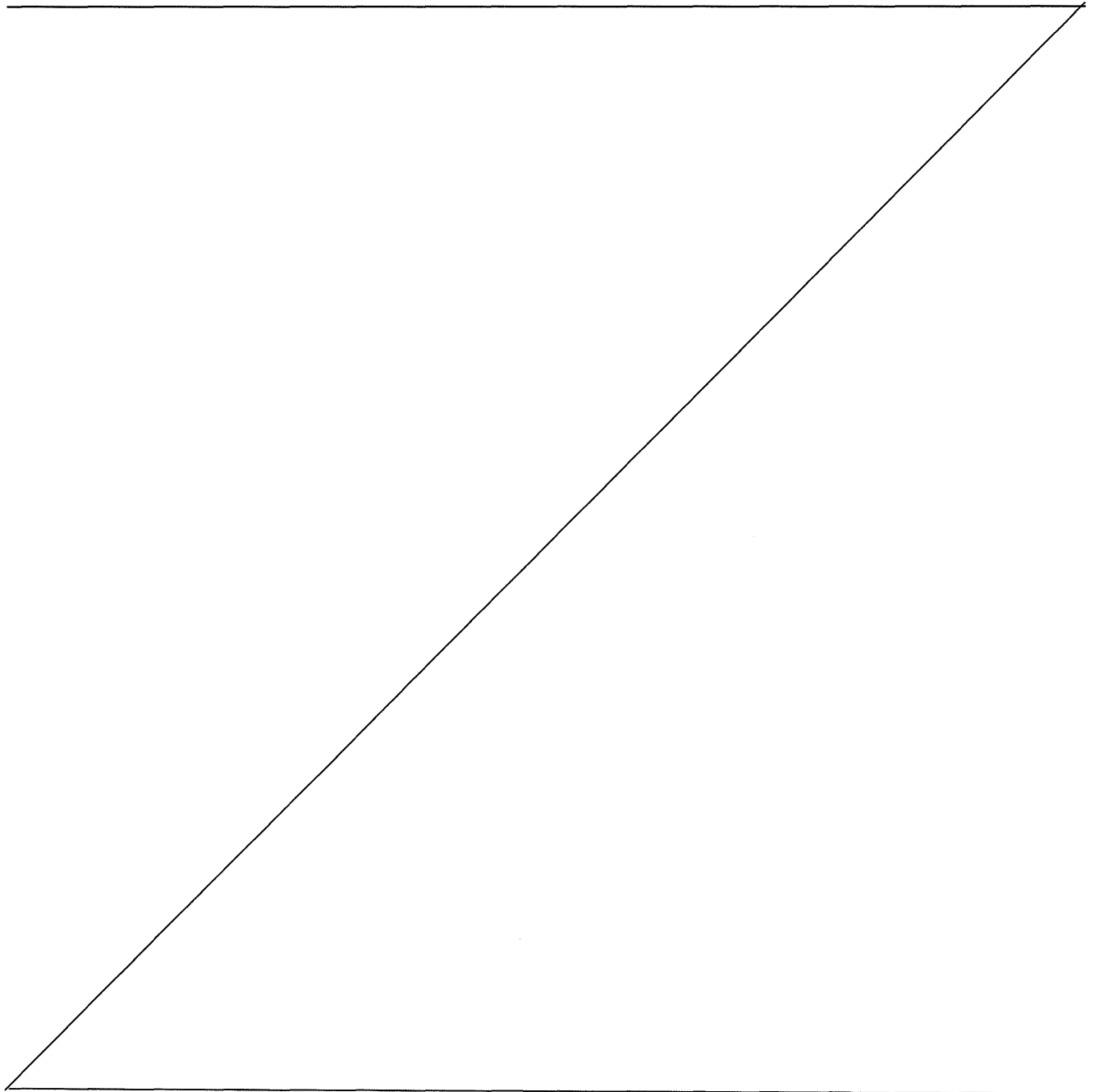
29. NO THIRD PART BENEFICIARY: No provision of this lease is intended to, or shall be construed to, create any third part beneficiary or to provide any rights to an any person or entity not a party to this lease, including but not limited to any citizens of Palm Beach County or employees of Lessee or Lessor.

30. SPECIAL LEASE CONDITIONS:

A. 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 Rule 18-21.003, 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 that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to 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.

B. Vessels moored along the northern landward and privately-owned portion of the docking facility, on either a temporary or permanent basis, shall not exceed 65 feet in length. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms. These vessels shall be moored perpendicular to the near shore marginal walkway.

C. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms



IN WITNESS WHEREOF, the Lessor and the Lessee 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: \_\_\_\_\_

Brad Richardson, 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

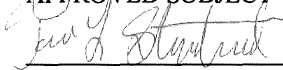
\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Brad Richardson, 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. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



1/21/2020

DEP Attorney

Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
Dave Kerner, Mayor

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Dave Kerner as Mayor, for and on behalf of the Board of County Commissioners of Palm Beach County, Florida, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Notary Name

\_\_\_\_\_  
Commission Number  
My Commission Expires: \_\_\_\_\_

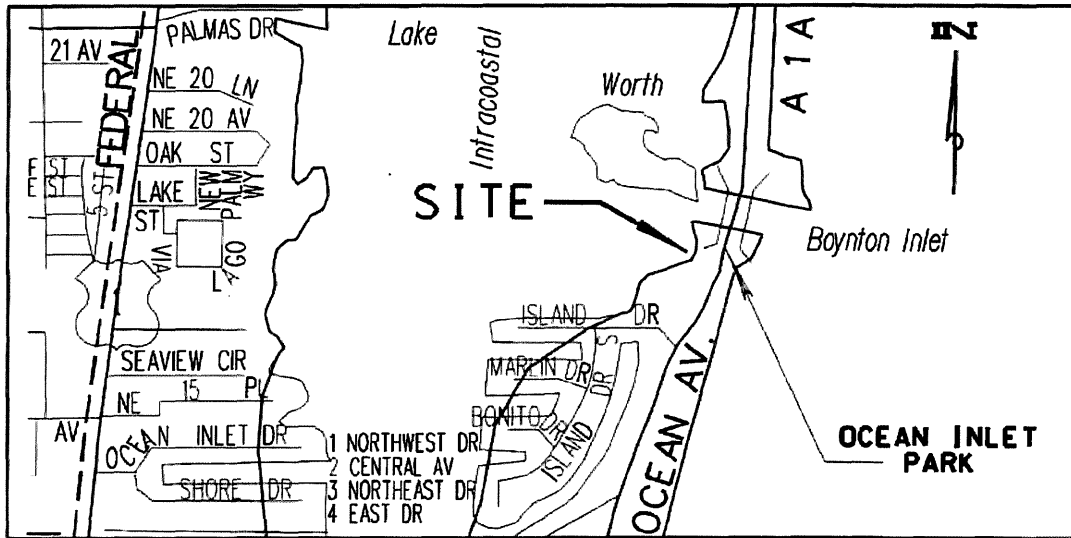
(Stamp/Seal)

**SPECIFIC PURPOSE SURVEY  
OCEAN INLET PARK - SUBMERGED LAND LEASE**

ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY. A PARCEL OF LAND FOR SUBMERGED LAND LEASE PURPOSES IN SOUTH LAKE WORTH SITUATE IN SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND NATIONAL GEODETIC SURVEY POINT "HAULOVER 1929 R.M.#3"; THENCE SOUTH 49°10'52" WEST, A DISTANCE OF 1055.54 FEET TO THE FOUND P.K. NAIL & TIN TAB - POINT NUMBER 377 ACCORDING TO THE OCEAN INLET PARK SURVEY PREPARED BY GLENN W. MARK, P.L.S. - PALM BEACH COUNTY DRAWING NUMBER S-3-14-3481 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER; THENCE NORTH 11°22'08" EAST, A DISTANCE OF 197.78 FEET; THENCE NORTH 78°37'52" WEST AT RIGHT ANGLES TO THE LAST COURSE, A DISTANCE OF 5.65 FEET TO THE MEAN HIGH WATER LINE (0.34' NAVD88) AND THE POINT OF BEGINNING; THENCE NORTH 80°47'01" WEST ALONG A PORTION OF SAID MEAN HIGH WATER LINE, A DISTANCE OF 85.20 FEET; THENCE NORTH 11°21'43" EAST, A DISTANCE OF 92.01 FEET; THENCE NORTH 78°38'17" WEST, A DISTANCE OF 274.86 FEET; THENCE NORTH 11°21'43" EAST, A DISTANCE OF 133.27 FEET; THENCE SOUTH 78°38'17" EAST, A DISTANCE OF 281.25 FEET; THENCE NORTH 09°15'30" EAST, A DISTANCE OF 59.77 FEET; THENCE SOUTH 80°35'34" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 09°15'30" WEST, A DISTANCE OF 213.63 FEET; THENCE SOUTH 80°35'34" EAST, A DISTANCE OF 63.15 FEET TO SAID MEAN HIGH WATER LINE; THENCE SOUTH 11°24'49" WEST ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 70.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 46,240 SQUARE FEET OR 1.0615 AC. MORE OR LESS.



SURVEYOR'S REPORT

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTED) BEARING OF NORTH 11°22'08" EAST ALONG THE MONUMENTED LINE BETWEEN POINT NUMBER 377 AND POINT NUMBER 23 AS SHOWN ON THE OCEAN INLET PARK SURVEY PREPARED BY GLENN W. MARK, P.L.S. - PALM BEACH COUNTY DRAWING NUMBER S-3-14-3481 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

MEAN HIGH WATER LINE APPROVED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LAMAR EVERS AS 0.34' (NAVD88) FROM TIDAL INTERPOLATION POINT NUMBER 54

PROJECT NO. 2019018-02	SHEET 1	<b>OCEAN INLET PARK - SUBMERGED LAND LEASE SPECIFIC PURPOSE SURVEY</b>	DATE 07/01/19	NO. 1	REVISION REVISED PER FDEP	BY S.A.	DATE 07/30/19
	DESIGN FILE NAME S-1-19-3989.DGN	DRAWING NO. S-1-19-3989	FIELD BOOK NO. 1162 K	SOLE/AS NOTED APPROVED: GWM DRAWN: STA CHECKED: GWM			

**PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS**

**ENGINEERING SERVICES**

**2300 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411**

SUBMERGED LANDS LOCATED NORTH & EAST OF THIS LEASE CONVEYED BY TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND DEED NO. 19445 AS SHOWN ON SHEET 3 OF 5.

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

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

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

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

THE FILE NAMES ARE 0201113.ZAK, 2002011-13 OCEAN INLET PARK LEASE.WPD, S-1-02-1817.TXT, 2019018-02 AND S-1-19-3989.DGN.

FIELD WORK FOR THIS PROJECT LOCATED IN FIELD BOOK 1162 K, PAGE 33 & PAGE 74 - DATED 5/20/96 & 9/09/2012 AND UPDATED ON 07/03/2019

ALL ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:10,000 (COMMERCIAL/HIGH RISK) REQUIRED BY THIS SURVEY.

NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000053588

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

FIELD WORK COMPLETED ON 08/09/2012 AND 07/03/2019.

THIS IS A SPECIFIC PURPOSE SURVEY SHOWING THE LOCATION OF A PROPOSED

INLET PARK. REFER TO THE UNDERLYING OCEAN INLET PARK SURVEY PREPARED BY GLENN W. MARK, P.L.S - PALM BEACH COUNTY DRAWING NUMBER S-3-14-3481 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER FOR ADDITIONAL INFORMATION CONCERNING THIS PROJECT. THE COORDINATES SHOWN ON THIS DRAWING ARE CONSIDERED THIRD ORDER BASE ON THE ABOVE REFERENCED SURVEY.

SUBMERGED LAND LEASE LYING WATERWARD OF THE EXISTING SEAWALL AND WEST OF OCEAN REFER TO PALM BEACH COUNTY DRAWING NO. S-1-12-3307 FOR PREVIOUS SURVEY DONE IN 2012. THIS SURVEY IS AN UPDATE TO THAT SURVEY.

CERTIFIED TO: BOARD OF TRUSTEES OF INTERNAL IMPROVEMENT TRUST FUND STATE OF FL.

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

I HEREBY CERTIFY THAT THE SPECIFIC PURPOSE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



Digitally signed by Glenn W Mark

DN: c=US, o=PALM BEACH COUNTY,

ou=PALM BEACH COUNTY, cn=Glenn W

Mark,

0.9.2342.19200300.100.1.1=A010980000

00163AC129A3C0000457F

Date: 2019.07.31 08:24:54 -04'00'

GLENN W. MARK PLS  
FLORIDA CERTIFICATE NO. 5304

DATE

PROJECT NO. 2019018-02 DRAWING NO. S-1-19-3989 PROJECT: OCEAN INLET PARK - SUBMERGED LAND LEASE SHEET: 2 OF 5

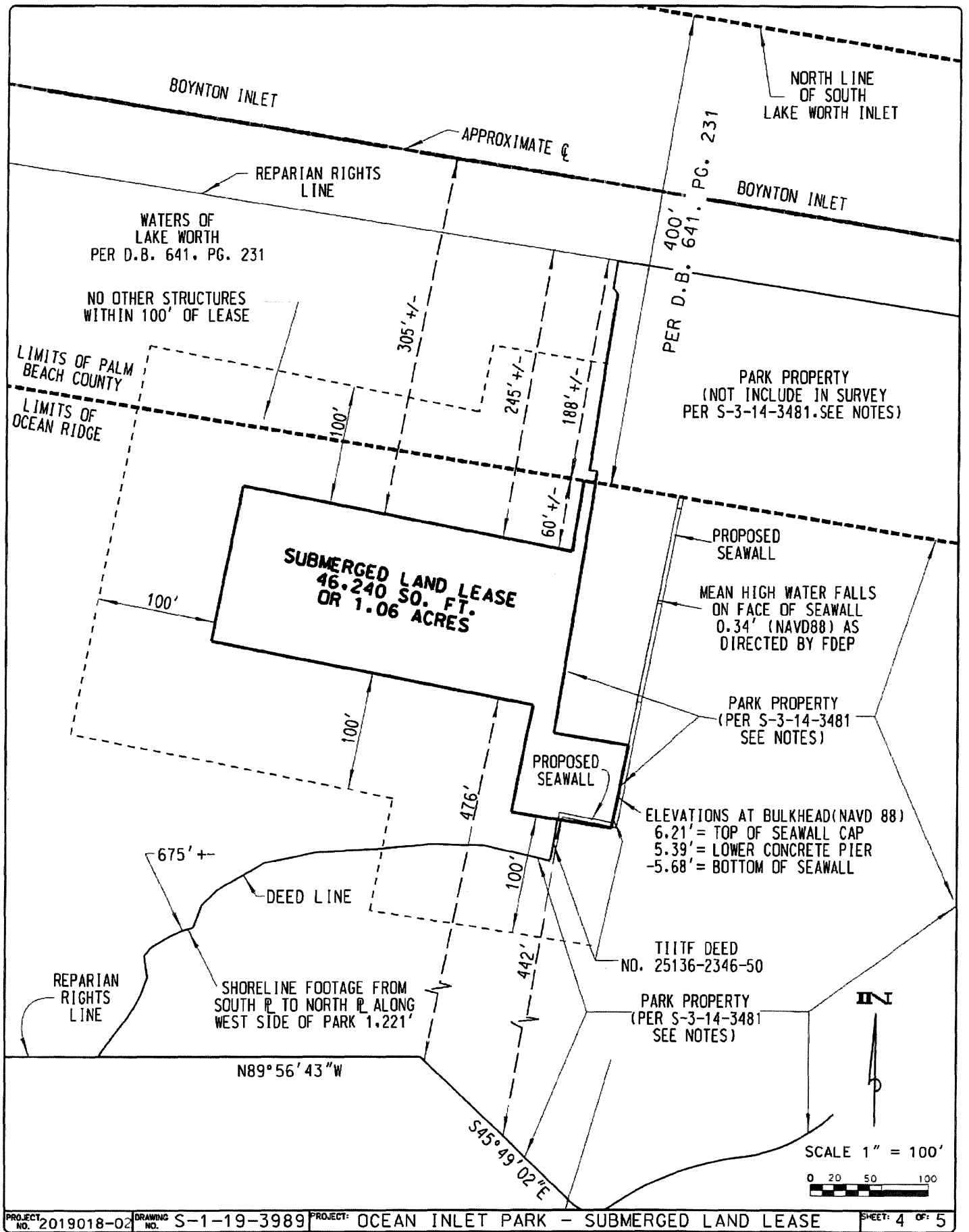
Attachment A

Page 10 of 18 Pages

SSL NO. 500026766

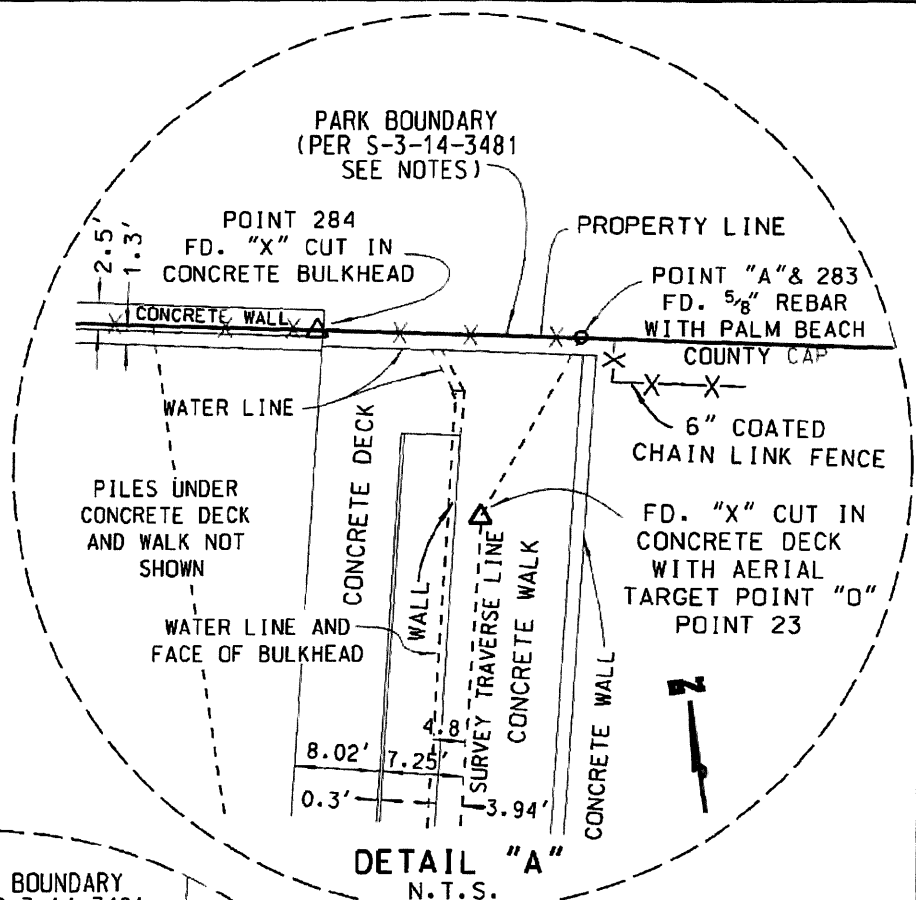
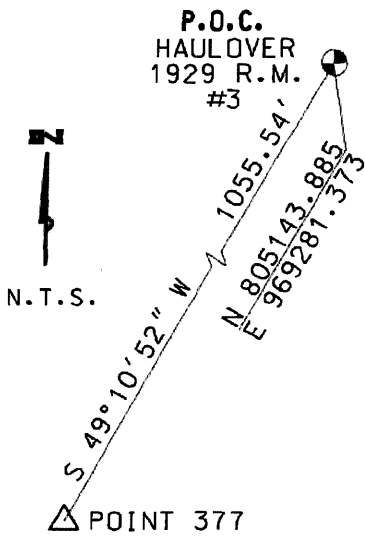




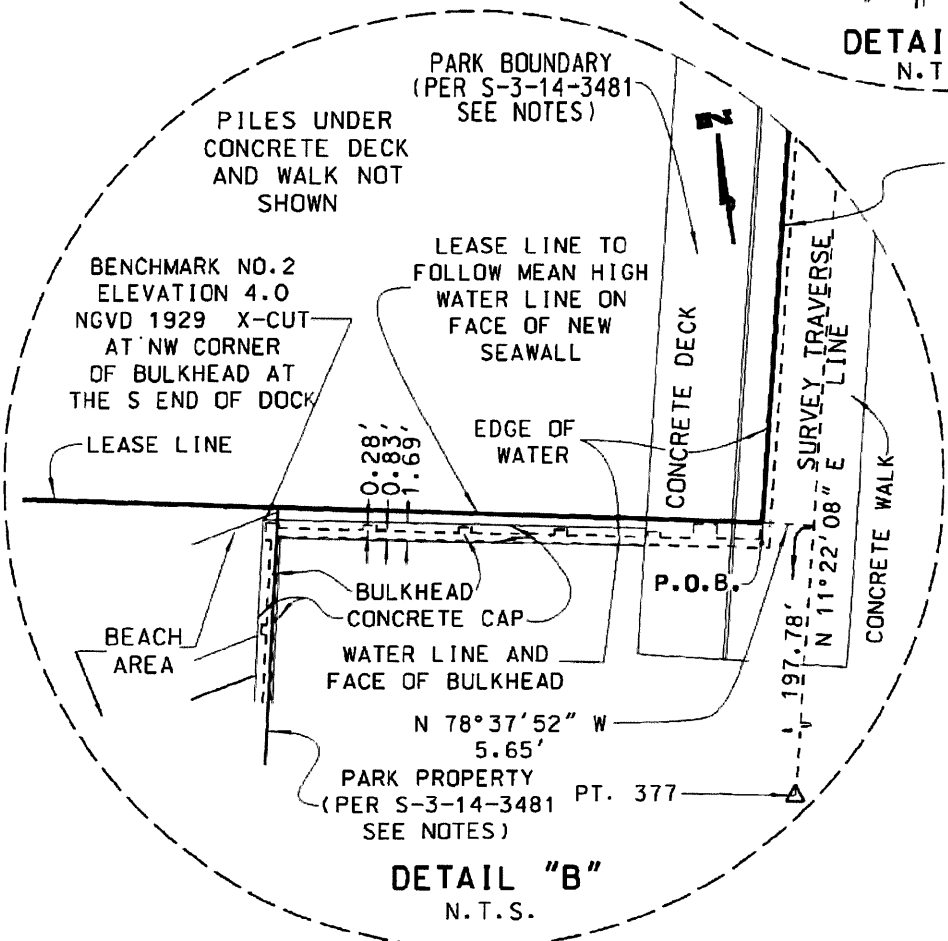


Attachment A  
Page 12 of 18 Pages  
SSLL NO. 500026766

DIRECT LINE TIE DETAIL  
(HAULOVER 1929 R.M.  
#3 TO POINT 377)



DETAIL "A"  
N.T.S.



DETAIL "B"  
N.T.S.

**Deed**

78 183151

NOV 16 AM 9:27

This Deed, Dated this 10th day of November A. D. 1978 ,  
between INDEPENDENCE MORTGAGE TRUST, A GEORGIA BUSINESS TRUST  
(formerly USF Investors)

hereinafter called the Grantor , which term shall include when used herein, wherever the  
context so requires or admits, its successors and assigns

and COUNTY OF PALM BEACH, STATE OF FLORIDA

hereinafter called the Grantee , which term shall include when used herein, wherever the  
context so requires or admits, its successors and assigns

WITNESSETH: That for the sum of Ten Dollars (\$10.00) and other good and  
valuable considerations, said Grantor does hereby grant, bargain, sell, alien, remise,  
release, convey and confirm unto the said Grantee all that certain piece of property and  
tract of land situate in the County of Palm Beach and State of Florida,  
described as follows:

PARCEL A

(BOYNTON INLET DOCK PROPERTY)

Being in Palm Beach County, Florida and described as:  
Lot Two (2) as shown and designated on Commissioner's Map, Gedney vs.  
Pierson Partition, Chancery #8802, dated February 22, 1932, prepared  
by Fugate & Brockway, Engineers, together with all riparian and littoral  
rights thereunto appertaining, also: the following described parcel in  
Section 15, Township 45 South, Range 43 East, to wit: commence at the  
intersection of the South boundary line of Section 15, Township 45 South,  
Range 43 East, with the centerline of Ocean Boulevard in Palm Beach  
County, Florida; thence Northerly along the centerline of said Ocean  
Boulevard, a distance of 379.15 feet; thence by a course to the left  
through a deflection angle of 90°01'41" with the centerline of said  
Ocean Boulevard, a distance of 302.32 feet to a point at the ordinary  
high water mark on the East shore of Lake Worth, the point of beginning;  
thence from said point of beginning on the projection of the last course  
named, westerly, a distance of 82.20 feet; thence through an angle to the  
right by a course parallel with the centerline of said Ocean Boulevard,  
a distance of 214.12 feet; thence through an angle to the right by a  
course at right angles with the centerline of said Ocean Boulevard, a  
distance of 44.96 feet to a point on the East shore of Lake Worth at  
the ordinary high water mark; thence following the ordinary high water  
mark of the shore in a general direction southward to the point of  
beginning first above named.

17,40  
6195.00  
2271.50

This Instrument was prepared by  
William W. Otterbury III  
Alley, Maass, Rogers, Lindsay & Chauncey  
321 Royal Poinciana Plaza  
P. O. Box 431  
Palm Beach, Florida 33480

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Charles Viturno  
COUNTY ATTORNEY

Attachment B  
Page 14 of 18 Pages  
SSLL NO. 500026766

OFF. REC. 2959 PAGE 133

(ROBBINS PROPERTY)

A parcel of land in Section 15, Township 45 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows: Beginning at the Northeast corner of Lot 1, Sealake View, as said plat is recorded in Plat Book 18, page 82, public records of Palm Beach County, Florida; run (for convenience the northerly line of said Plat of Sealake View is assumed to bear east-west and all other bearings mentioned herein are relative thereto); thence West along the just said northerly line a distance of 629.00 feet more or less to the existing mean high water line of Lake Worth; thence along the high water line of Lake Worth by the following courses: North 7°52'25" East a distance of 48.27'; thence North 6°22'52" East a distance of 41.41 feet; thence North 20°11'54" East a distance of 41.74 feet; thence North 45°44'29" East a distance of 17.88 feet; thence North 68°17'48" East a distance of 45.31 feet; thence North 78°27'10" East a distance of 44.33 feet; thence North 86°46'21" East a distance of 51.68 feet; thence North 84°56'59" East a distance of 43.81 feet; thence South 88°40'26" East a distance of 44.78 feet; thence South 76°57'01" East a distance of 59.10 feet more or less, to the intersection with the West face line of an existing bulkhead; thence North 9°40'59" East along the West face line a distance of 37.10 feet to the end of said West face line; thence South 80°19'01" East along the North face line of said bulkhead a distance of 40.00 feet to the end of said North face line; thence North 9°40'59" East along the West face line of said bulkhead a distance of 18.30 feet, more or less, to a point in a line parallel with and distant at right angles southerly 263.63 feet from the southerly line of land condemned and taken by the Board of Commissioners of South Lake Worth Inlet District in Palm Beach County, Florida, A.D. 1924; thence South 80°52'10" East along the just said parallel line a distance of 436.00 feet, more or less to the approximate high water line of the Atlantic Ocean; thence Southerly along the said high water line to the intersection with the Northerly line of said Lot 1 extended East; thence West along the said Northerly line a distance of 153.00 feet more or less to the point of beginning.

Subject to the easement for the public road or highway commonly known as Ocean Boulevard which traverses the said property.

(ENGEL PROPERTY)

Being in Palm Beach County, Florida and described as follows: The northerly 50 feet of Lot No. 1 as shown on Commissioner's Map Gedney vs. Pierson Partition, Chancery #8802, dated February 22, 1932, and prepared by Fugate and Brockway, Engineers, and bounded on the North by the South line of Lot No. 2, as shown and designated on said map, on the East by the waters of the Atlantic Ocean; on the South by a line drawn parallel to the South line of said Lot No. 2, and distant southerly therefrom 50 feet; and on the West by the waters of Lake Worth.

PARCEL B  
PARCEL I

All of Lots 1, 4, 5, 6, 7, 8, 9, 10, and 11, of Sealake View, a Subdivision in the Town of Ocean Ridge, Florida, according to the plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 18, page 82; the same being part of Government Lot 4, in Section 15, Township 45 South, Range 43 East, Palm Beach County, Florida.

PARCEL II

The South one half (1/2) of the South one half (1/2) of Lot 12 of Sealake View, according to the plat thereof recorded in Plat Book 18, page 82, public records of Palm Beach County, Florida, together with the littoral rights thereunto appertaining, together with the North one half (1/2) of said Lot 12.

PARCEL III:

A parcel described as beginning at the southwest corner of Lot 11, Sealake View, a subdivision, as shown on the plat thereof, recorded in Plat Book 18, page 82, public records of Palm Beach County, Florida, being a point in the original high water line on the easterly shore of Lake Worth; thence West along the westerly extension of the South line

of said Lot 11, a distance of 14.5 feet, more or less, to a point 84.91 feet West of the southeast corner of said Lot 11; thence North, making an angle of  $89^{\circ}35'$ , measured from East to North, a distance of 82.50 feet to a point in the westerly extension of the centerline of a private road as shown on the plat of Sealake View; thence East along the centerline, 81 feet, more or less, to the original high water line of Lake Worth; thence South along said original high water line to the point of beginning.

PARCEL IV

A parcel of land in Section 22, Township 45 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the North line of said Section 22, at a distance of 53.90 feet westerly from measured along said section line the centerline of the Ocean Boulevard as now laid out and in use; thence westerly along said section line a distance of 378.05 feet; thence southeasterly making an angle with the said section line measuring from East to Southeast of  $45^{\circ}35'$ , a distance of 170.65 feet to the beginning of a curve concave to the North and having a radius of 25' and a central angle of  $79^{\circ}31'20''$ ; thence easterly along the arc of said curve a distance of 34.70 feet to a point of reverse curvature; thence easterly along the arc of a curve concave to the South having a radius of 250 feet a distance of 117.90 feet to a point of reverse curvature; thence easterly along the arc of a curve concave to the North and having a radius of 150 feet a distance of 150.77 feet to the point of beginning being Lot "M" as shown on plat #TS-11139 on file in the office of Brockway, Weber and Brockway, Inc., West Palm Beach, Florida, less and subject to the road right-of-way of State Road ALA.

PARCEL V:

A parcel as beginning at the northeast corner of Lot 9, Sealake View, Palm Beach County, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 18, page 82, being a point in the original high water line on the easterly shore of Lake Worth; thence West along the westerly extension of the North line of Lot 8 and said Lot 9, a distance of 157.71 feet, more or less, to a point being the northeast corner of a parcel of land conveyed by Robert Stern, Jr. and Adele K. Stern, his wife to Samuel K. Martin and J. Bailey Welforth; thence South making an angle of  $90^{\circ}25'$ , measuring from East to North, a distance of 82.50 feet to a point in the westerly extension of the centerline of the private road thus shown on the plat of Sealake View; thence East along said centerline a distance of 81 feet more or less to the original high water line of Lake Worth; thence northerly along said original high water line to the point of beginning.

PARCEL C

Beginning at a point in the westerly extension of the South line of the plat of Sealake View, Ocean Ridge, Palm Beach County, Florida, according to the plat thereof, recorded in Plat Book 18, page 82, public records of Palm Beach County, Florida, at a distance of 84.91 feet westerly from the southeast corner of Lot 11 of said plat of Sealake View; thence continue westerly along the westerly extension a distance of 325.00 feet to the westerly line of an existing bulkhead; thence northerly along the westerly line of said bulkhead (making an angle with the preceding course of  $89^{\circ}35'$  measured from East to North) a distance of 82.50 feet to a point in a line parallel to and 82.50 feet northerly from (measured at right angles to) said westerly extension, said line also being the westerly extension of the centerline of the private road as shown on said plat of Sealake View; thence easterly along said parallel line, a distance of 325.00 feet; thence southerly and parallel to said bulkhead a distance of 82.50 feet to the point of beginning; together with the following described parcel:

Beginning at a point on the westerly extension of the North line of the plat of Sealake View, Ocean Ridge, Palm Beach County, Florida, according to the plat thereof, recorded in Plat Book 18, page 82, public records of Palm Beach County, Florida at a distance of 157.71 feet westerly from the northeast corner of Lot 9 of said plat of Sealake View; thence continue westerly along the said westerly extension a distance of 325.00 feet to a point in the northerly extension of the westerly line of an

existing bulkhead; thence southerly along said northerly extension and along the westerly line of said bulkhead (making an angle with the preceding course of 90°25' measured from East to South) a distance of 82.50 feet to a point in a line parallel to and 82.50 feet southerly from (measured at right angles to) said westerly extension, said line also being the westerly extension of the center line of the private road as shown on said plat of Sealake View; thence easterly, along said parallel line, a distance of 325 feet; thence northerly and parallel to said bulkhead, a distance of 82.50 feet to the point of beginning.

Subject to an easement 20 feet in width over and upon the North 20 feet of said property as reserved in a deed dated December 6, 1963 and recorded on December 16, 1963 in Official Record Book 949 at page 562, public records of Palm Beach County, Florida.

And the said Grantor does hereby warrant the title to said land against the lawful claims of all persons claiming under, by or through it.

IN WITNESS WHEREOF the said Grantor has caused these presents to be executed by its President, and its seal to be affixed, attested by its Secretary, the day and year aforesaid.



INDEPENDENCE MORTGAGE TRUST, a Georgia Business Trust (formerly USF Investors)

By James L. Starnes  
JAMES L. STARNES, President

Attest:

Holcombe T. Green, Jr.  
HOLCOMBE T. GREEN, JR., Secretary

Signed, sealed and delivered in the presence of:

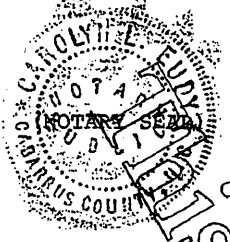
Judy A. Honeycutt  
Suzanne J. Starnes  
As to James L. Starnes, President

David A. Trice  
Earl T. Berry  
As to Holcombe T. Green, Jr. Secretary

STATE OF NORTH CAROLINA )  
  ) SS.  
COUNTY OF CABARRUS         )

Before me personally appeared JAMES L. STARNES, President of INDEPENDENCE MORTGAGE TRUST to me well known, and he acknowledged before me that he executed the foregoing instrument as such officer of said Trust and that the seal affixed thereto is the true seal of said Trust; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said instrument.

WITNESS my hand and official seal this 8th day of November, 1978.



Carolyn L. Endry  
Notary Public in and for the County and State Aforesaid.

My Commission Expires: March 12, 1983

STATE OF Georgia )  
COUNTY OF Fulton ) SS.

Before me personally appeared HOLCOMBE T. GREEN, JR., Secretary of INDEPENDENCE MORTGAGE TRUST to me well known, and he acknowledged before me that he executed the foregoing instrument as such officer of said Trust and that he affixed thereto the official seal of said Trust; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said instrument.

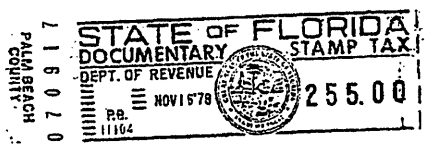
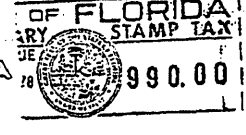
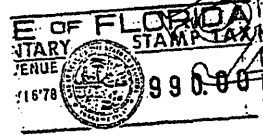
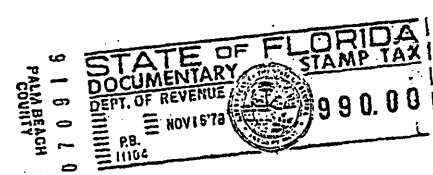
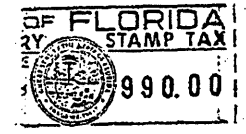
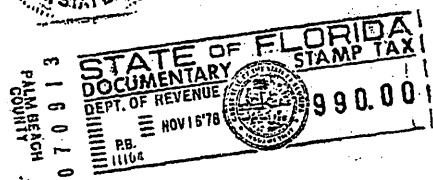
WITNESS my hand and official seal this 10th day of November, 1978.



Janice Pardee  
Notary Public in and for the County and State Aforesaid.

My Commission Expires:

Notary Public, Georgia, State at Large  
My Commission Expires June 13, 1982



Record Verified  
Palm Beach County, Fla.  
John D. Parido  
Clerk Circuit Court

OFF. REC. 2959 PAGE 137

