

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 5, 2020 (X) Consent () Regular
() Workshop () Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution in support of a Waterways Assistance Program (WAP) grant application to the Florida Inland Navigation District (FIND) to fund up to \$760,647 or 50% of construction costs for the Sawfish Island Restoration Project (Project); and

B) authorize the County Administrator, or designee, to execute the Grant Project Agreement (Agreement), as well as task assignments, certifications, standard forms, or amendments to the Agreement that do not change the scope of work, or terms and conditions of the Agreement, if the grant is approved.

Summary: The County is submitting a grant application, which will reimburse the County up to \$760,647 for the \$1,521,295 project. If successful in receiving funding, the deadline for spending the grant will be September, 2022. The County's 50% cost-share is anticipated from a combination of State grants, Vessel Registration Funds, and Manatee Protection Funds. District 1 (SS)

Background and Justification: FIND offers grants to local governments through its WAP for public projects directly related to its waterways. The County had requested WAP funding to cover 50% of the construction costs for the Project last year. FIND funding was not available for this project in 2019 so the grant application is being resubmitted.

Attachments:

1. FIND Waterway Assistance Program Grant Application FIND
 2. Resolution - FIND Waterway Assistance Program
-

Recommended by: Michael Stelfox 4/7/20
Department Director Date

Approved by: [Signature] 4/14/20
Assistant 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>\$1,521,295</u>	_____	_____	_____
External Revenues	_____	<u>(\$760,647)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>\$760,648</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?			Yes _____	No <u>X</u>	
Does this item include the use of federal funds?			Yes _____	No <u>X</u>	
Budget Account No.:					
Fund	_____	Department	_____	Unit	_____
Object	_____	Program	_____		

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No fiscal impacts at this time. Should the grants be awarded, a budget amendment will be submitted to the Board for approval.
 Funding for these projects are anticipated from a combination of State grants, Interlocal agreements, Vessel Registration Funds, and Manatee Protection Funds.

C. Department Fiscal Review:

S. Neary

III. REVIEW COMMENTS

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

<p><i>[Signature]</i> 4/14/2020 OFMB 4/19 (2nd) 4/9</p>	<p><i>[Signature]</i> 4/13/2020 Contract Development & Control</p>
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B. Legal Sufficiency:

/s/ Scott Stone 4/8/20
Assistant County Attorney

C. Other Department Review:

Department Director

ATTACHMENT 1

FY 2020 WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

THE FOLLOWING ATTACHMENT E-1 THROUGH E-8 FORMS,
IN ADDITION TO THE REQUIREMENTS OF ITEMS 10
THROUGH 13 OF THE APPLICATION CHECKLIST,
CONSTITUTE YOUR FORMAL APPLICATION.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER
LISTED ON THE CHECKLIST.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org.
or a completed hardcopy of the application may be delivered to:
FIND, 1314 Marcinski Rd., Jupiter, FL 33477
Application must be received by the deadline, no exceptions.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 27th of March; Property control/Technical sufficiency items – 22nd of May, Permits – 15th of September. **(Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)**

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. *(Staff suggestion: Resolve this requirement outside the application "window".)*

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. **(Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)**

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

Pre-Agreement Expenses - Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. *(Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).*

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. **NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation.** *(Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)*

ELECTRONIC SUBMISSIONS – Grant applications are being accepted by email or thumb drive. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E-1.
APPLICATION CHECKLIST 2020
(To be completed by the Applicant)

Project Title:	Sawfish Island Restoration Project
Applicant:	Palm Beach County Board of County Commissioners

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 6th) (NOTE: <u>For District Commissioner initials ONLY!</u>) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	<u><i>Old</i></u>	_____
2. Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	<u>X</u>	_____
3. Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page) (Form must be completed and signed)	<u>X</u>	_____
4. Project Information – E-3 (Form No. 90-22a, 1 page)	<u>X</u>	_____
5. Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. No signatures required	<u>X</u>	_____
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)	<u>X</u>	_____
7. Project Timeline – E-6 (Form No. 96-10, 1 page)	<u>X</u>	_____
8. Official Resolution Form – E-7 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	<u>X</u>	_____

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST
(To be completed by the Applicant)

	<u>YES</u>	<u>NO</u>
9. Attorney's Certification (Land Ownership) – E-8 (Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)	<u>X</u>	_____
10. County/City Location Map	<u>X</u>	_____
11. Project Boundary Map	<u>X</u>	_____
12. Clear & Detailed Site Development Plan Map	<u>X</u>	_____
13. Copies of all Required Permits- ACOE, DEP, WMD (Required of development projects only)	_____	_____

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 27, 2020. By May 22, 2020 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 15, 2020. If the information in Item 13 is not submitted to the District office by September 15, 2020, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Deborah Drum TITLE: Director - ERM

** SIGNATURE - PROJECT LIAISON **

DATE

FIND OFFICE USE ONLY	
Date Received:	_____
Local FIND Commissioner Review:	_____
All Required Supporting Documents:	_____
Applicant Eligibility:	_____
Project Eligibility:	_____ Available Score: _____
Compliance with Rule 66B-2 F.A.C.:	_____
Eligibility of Project Cost:	_____

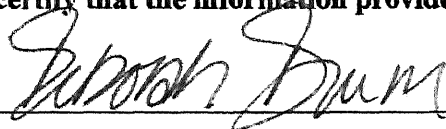
ATTACHMENT E-2

**WATERWAYS ASSISTANCE PROGRAM FY 2020
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY**

APPLICANT INFORMATION			
Applicant: Palm Beach County Board of County Commissioners			
Department: Environmental Resources Management			
Project Title: Sawfish Island Restoration Project			
Project Director: Deborah Drum		Title:	Director
Project Liaison: <i>(if different from Project)</i>	Deborah Drum	Title:	Director
Mailing Address:	2300 North Jog Road, 4 th Floor		
City: West Palm Beach	Zip Code:	33411-2743	
Email Address: ddrum@pbcgov.org	Phone #:	561-233-2414	
Project Address:	The island is 1.27 miles southwest of the Jupiter Inlet		

***** I hereby certify that the information provided in this application is true and accurate. ****

SIGNATURE: _____



DATE: 3-18-2020

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

Sawfish Island, a 9.27 acre parcel, is located in the Loxahatchee River-Lake Worth Creek Aquatic Preserve along the Intracoastal Waterway 1.27 miles southwest of the Jupiter Inlet. Florida Inland Navigation District (FIND) owns 3.65 acres of land on Sawfish Island that was used for dredged material management. The remaining approximately 5½ acres of mangrove community surrounding the FIND spoil areas is state-owned. The goals of this project are: (1) remove 2.65 acres of exotic vegetation and excavate the infested uplands to wetland elevations to provide additional habitat for fish and wildlife; (2) stabilize two inlets to the wetland basins and connect the two wetland basins via a historic mangrove ditch to improve flushing to the mangrove community; and (3) provide public access and promote environmental education and recreational opportunities.

The project includes the excavation of impacted uplands to create 2.01 acres of submerged basins and 0.22 acres of mangroves, the creation of 0.31 acres of mixed hardwoods and the restoration of 0.57 acres of mixed hardwoods, and the enhancement of 6.00 acres of existing mangrove habitat. The spoil material will be used for beneficial re-use at a permitted restoration site, Tarpon Cove. In addition, limerock riprap will be placed at the inlets for stabilization and potential oyster habitat. Public access features on the uplands include an observation deck, picnic tables and an informational kiosk.

ATTACHMENT E-3 - PROJECT INFORMATION 2020

Applicant:		Project Title:	
Total Project Cost: \$1,521,295	FIND Funding Requested: \$760,047	% of Total Cost: 50%	
Amount and Source of Applicant's Matching Funds: <u>\$760,648 from County Funds</u>			

1. **Ownership of Project Site (check one):** Own: Leased: Other:
2. **If leased or other, please describe lease or terms and conditions:** FIND owns 3.65 acres of the island for material management. Palm Beach County has an initial 30 year lease on the FIND owned property. The remaining approximately 5½ acres of mangroves are owned by the State of Florida, Board of Trustees of the Internal Improvement Trust Fund.

3. **Has the District previously provided assistance funding to this project or site?** Yes: No:

4. **If yes, please list:**

5. **What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):** There is currently no improved public access to this island.

6. **How many additional ramps, slips, parking spaces or other access features will be added by this project?** This project will provide access to kayaks and paddle boarders via two inlets and a channel connection to the two wetland basins.

7. **Are fees charged for the use of this project?** No Yes **

If yes, **please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD	No		
DEP	Yes	4/15/2019	9/12/2019
ACOE	Yes	4/15/2019	

ATTACHMENT E-4

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

DIRECTIONS: All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

****Please keep your answers brief and do not change the pagination of Attachment E-4****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Sawfish Island Restoration Project
Applicant:	Palm Beach County Board of County Commissioners

1) PRIORITY LIST:

- a) **Denote the priority list category of this project from Attachment C in the application.** (The application may only be of one type based upon the predominant cost of the project elements.)

Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access.

- b) **Explain how the project fits this priority category.**

This project involves the restoration of a FIND spoil disposal site in the Town of Jupiter to increase recreational and educational opportunities and provide a destination for the residents and visitors of Palm Beach County. The island will feature an observation deck to overlook Sawfish Island and the Intracoastal Waterway. The island will provide boating access (kayak, canoe and stand-up paddleboards (SUP)) to 2.01 acres of created open-water and 0.88 acres of mixed hardwoods. In addition to the educational and recreational components, the project will remove 2.65 acres of exotic vegetation, and excavate and remove approximately 22,586 cy³ of spoil to provide additional habitat for fish and wildlife.

(For reviewer only)

Max. Available Score for application _____

Question 1. Range of Score (1 to _____ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project relates to the ICW and the mission of the Navigation District.

This project is located directly adjacent to the ICW and will provide a new destination for the boating public. The FIND portion of the island where dredged spoil was placed will be cleared, excavated and restored. This project will re-establish vital estuarine habitat and provide recreational opportunities for exploration of those habitats. Kiosks will provide information about the history of the island, the ICW and the restored habitat.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

The restoration of Sawfish Island will allow paddlers to access the interior of the island via inlets along the adjoining ICW.

*(For reviewer only)
(1-6 points)*

3) PUBLIC USAGE & BENEFITS:

- a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.

Sawfish Island currently has limited usage by the public. The construction of educational and recreational components are anticipated to increase visitors to the island, especially during weekends and holidays. Access to the island by paddlers will be increased with the construction of the project. Two existing kayak and paddleboard rental facilities are located within ½ mile of the project area and paddlers visit the surrounding area daily. The recently completed Fullerton Island project, located south of this project, is regularly used by recreational paddlers, and is used weekly by three nearby summer camps.

- b) Discuss the regional and local public benefits that will be provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

This project involves the restoration of 9.27 acres of coastal habitat, which will provide valuable ecosystem services to the public and will serve as a “living classroom” for students from local schools and the general public. The proposed wetland basins will provide an area for kayakers and stand-up-paddle boarders (SUP’s) to have an in-depth look at coastal habitats that are not easily accessible in other areas of Jupiter. Visitors from other counties will have a new inshore destination in Palm Beach County, and the site is readily accessible by the wading public from the shoreline of Sawfish Bay Park immediately west of the island at low tide.

c) Are there any restrictions placed on commercial access or use of this site?

There are no restrictions placed on commercial access or use of this site. This site can be used and enjoyed by all residents and visitors to the area. Burt Reynold's Park boat ramp and Sawfish Bay Park kayak launch and kayak/paddleboard rentals are all within ¼ mile of the island.

(For reviewer only)
(1-8 points)

4) TIMELINESS

- a) **Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

Currently the island is undeveloped. Permit applications were submitted in April 2019. The ERP permit was received from FDEP on September 12, 2019. The USACE permit is expected in the spring of 2020. Construction is anticipated to commence in July 2021 and take approximately six months to complete with a completion date of January 2022.

- b) **Briefly explain any unique aspects of this project that could influence the project timeline.**

The fill from the Sawfish Island project will be used to create seagrass and mangrove habitat. The destination site, Tarpon Cove, in the Lake Worth Lagoon is permitted for acceptance of clean fill material and will be ready to accept the fill when the project is underway.

*(For reviewer only)
(1-3 points)*

5) COSTS & EFFICIENCY:

- a) **List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.**

County funding to match the requested \$760,648 in FIND funds will be budgeted.

- b) **Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

Current project costs are based on recently completed projects and engineer's estimates. The island will necessitate the use of a water based operation by barges which may cause an increase in project costs over a land based operation.

- c) **Describe any methods to be utilized to increase the cost efficiency of this project.**

The County anticipates conducting construction of this project in conjunction with the construction of the Tarpon Cove Project in the Lake Worth Lagoon to increase cost efficiency. By coordinating with other County projects to find beneficial re-use of the spoil material, overall costs can be reduced

- d) **If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

There will be no fees associated with the use of the paddling trails and observation deck.

*(For reviewer only)
(1-6 points)*

6) PROJECT VIABILITY:

- a) **What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public access or comp plan?**

The community would greatly benefit from this project, as the inlet area is heavily used by recreational paddlers. The closest similar parks are at the recently completed Fullerton Island project, lying due south, and Dubois Park (1.2 miles to the east). The completion of the Sawfish Island Restoration Project will put Jupiter on the map as a premier destination for the paddling community. In addition to fulfilling a public need, the project also provides much needed habitat for fish and wildlife and water quality improvements.

This project is referenced in the Loxahatchee River-Lake Worth Creek Aquatic Preserve Management Plan: page 63 – 4.4.3/Public Use – Objective 2.1/Increase public access and low impact recreational opportunities on Loxahatchee River-Lake Worth Creek Aquatic Preserve.

- b) **Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

As per a condition of the grant agreement, the County has agreed to assume long-term maintenance of the project upon completion. It is anticipated that local paddling outfits will adopt the site and conduct monthly trash pickups similar to that of the nearby Fullerton Island Project.

- c) **Will the program result in significant and lasting benefits? Explain.**

The project will also afford lasting recreational benefits for the community by providing an additional area for the locals and visitors to use as a paddling destination in perpetuity. This project will restore 9.27 acres of coastal habitat which will provide long-lasting environmental benefits for fish and wildlife, including habitat and water quality improvements.

- d) **Please describe any environmental benefits associated with this project.**

The project will provide habitat benefits for fish and wildlife and listed species (Little Blue Heron, Osprey and West Indian Manatee) by removing exotic vegetation and creating valuable wetland habitat, and will improve water quality by providing additional rock for oyster recruitment. Oysters are filter feeders, and can filter water at a rate of approximately 1.8 gallons/hour. This filtering process will contribute to increased water quality in the project vicinity.

*(For reviewer only)
(1-7 points)*

SUB-TOTAL _____

**ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
DEVELOPMENT OR CONSTRUCTION PROJECT BUT IS NOT AN INLET
MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) **Have all required environmental permits been applied for? (USACE, DEP and WMD)
If permits are NOT required, explain why not.**

Applications for environmental permits to DEP and USACE were submitted on April 15, 2019.
The ERP permit was received from FDEP on September 12, 2019. The USACE permit is expected in
the spring of 2020.

- b) **If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and
engineering work and provide a general cost estimate for the future Phase II work.**

Not applicable.

- c) **Detail any significant impediments that may have been identified that would potentially delay
the timely issuance of the required permits.**

No impediments are anticipated.

*(For reviewer only)
(1-4 points)*

8) PROJECT DESIGN:

- a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

A preliminary design is complete.

- b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

The cuts to the wetland basins and the connecting channel will provide access to areas of the island currently not available and showcase a diversity of habitats, including mangroves, seagrass, and coastal hammock, while construction methods are designed to minimize impacts to existing mangroves and seagrass. The rock placed at the channel openings will serve as valuable oyster habitat and will contribute to water quality improvements. The excavated fill is slated for beneficial re-use in conjunction with a county project in the Lake Worth Lagoon (Tarpon Cove), which will help reduce overall costs.

The observation deck located on the central east side of Sawfish Island will give visitors a premiere destination for a spectacular view of the Jupiter Inlet, the Jupiter Lighthouse and the Intracoastal Waterway. In addition to educating the community about the importance of wetlands through kiosks and informational signage, the restoration project will provide additional habitat for fish and wildlife.

*(For reviewer only)
(1-2 points)*

9) CONSTRUCTION TECHNIQUES:

- a) **Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

The cleared exotic vegetation will be burned on site using an US EPA approved air curtain incinerator as was used at the adjacent Fullerton Island restoration project. Approximately 22,586 cy³ of spoil material will be scraped down to create mangrove (0.36 acres) and potential seagrass (2.01 acres) habitat using excavation equipment on the spoil uplands. The spoil material will be conveyed and barged off-site for beneficial re-use to fill in dredged holes on the permitted Tarpon Cove project site. Upland restoration includes creating a paddling landing and picnic area along the wetland basins and on the north end of the island, selectively clearing exotics from the mixed hardwoods along the eastern berm, and re-vegetating the berm and picnic areas.

- b) **How are the utilized construction techniques appropriate for the project site?**

Because Sawfish is an island project, water-based construction techniques are necessary.

-
- c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

Costs are increased due to the need for all equipment to be barged to the island. A shallow draft barge will be needed to deliver machinery to create access from the ICW to the impacted uplands and to place lime rock at the two jetties. Beneficial reuse of excavated material will reduce disposal costs. The connecting channel between the two wetland basins will be field fitted and excavated with a small excavator to reduce impacts to the mangroves.

(For reviewer only)
(1-3 points)

10) CONSTRUCTION MATERIALS:

- a) **List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?**

Building material will include limestone boulders, bedding stone, geotextile material, and composite wood and concrete pilings. Marine hammock species will include Sabal palm, sea grape, gumbo limbo, green buttonwood, black ironwood, blolly, black bead, saw palmetto, and wetland species will include seashore paspalum, Saltmeadow cordgrass, gulf cordgrass, sea oats and red mangroves. The composite wood for the observation deck along with the concrete pilings and the lime stone boulders and plant material will last indefinitely.

- b) **Identify any unique construction materials that may significantly alter the project costs.**

Composite wood for the observation tower is an excellent environmental alternative. Although the initial cost of composite wood can be higher, it is durable and long lasting and low-maintenance and when you factor in the cost for ongoing maintenance required with regular wood, a composite structure can end up paying for itself in well under 10 years. It resists fading, staining, scratching, and will not rot, crack or warp. It is also insect-proof and splinter-free, making it safer and more comfortable for families with children.

(For reviewer only)
(1-3 points)

**RATING POINT
TOTAL** _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-5

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2020**

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Sawfish Island Restoration Project
Applicant:	Palm Beach County Board of County Commissioners

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost <i>(To the nearest \$50)</i>	FIND Cost <i>(To the nearest \$50)</i>
Mobilization	\$50,000	\$50,000	\$0
Clearing/Selective Clearing /Burning	2.65 ac x \$20,000/ac =\$66,250	\$33,125	\$33,125
Excavation & Transport	22,586 cy x \$41/cy =\$920,450	\$535,275	\$385,175
Rip rap revetment installed	3,945 tons x \$82/ton =\$322,595	\$72,748	\$249,847
Construction Survey & Turbidity Control	\$52,500	\$52,500	\$0
Construction of Observation Deck & Picnic Tables	1 x \$87,500	\$0	\$87,500
Planting: Mangroves & Mixed Hardwoods	1 ac x \$12,000/ac =\$12,000	\$12,000	\$0
FIND signs/pilings/ 2 kiosks	\$10,000	\$5,000	\$5,000

**TOTALS =	\$ 1,521,295	\$ 760,648	\$ 760,647
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**ATTACHMENT E-6
WATERWAYS ASSISTANCE PROGRAM 2020**

PROJECT TIMELINE

Project Title:	Sawfish Island Restoration Project
Applicant:	Palm Beach County Board of County Commissioners

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

	2020	2021	2022
	J J A S O N D	J F M A M J J A S O N D	J F M A M J J A S O N D
Planning & design	X X X X X		
Executed WAP			
Agreement w/FIND		X X X	
Permitting (complete)			
Technical Specifications		X X X X X X	
Contractor procurement		X X X X X X	
Mobilization			X
Clearing			X
Excavation/Grade/Transport			X X X X
Rip rap placement			X
Dock/Tower installation			X X
Planting			X
Contract close-out			X

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2020
(See Rule 66B-2.006(4) & 2.008(2) FAC)

BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY
COUNTY ATTORNEY'S OFFICE
301 N. OLIVE AVENUE
WEST PALM BEACH, FL 33401

March 13, 2020

TO WHOM IT MAY CONCERN:

I, Scott Stone, am the Attorney for Palm Beach County, Florida. I hereby state that I have examined a copy of a lease from the Florida Inland Navigation District to Palm Beach County Board of County Commissioners dated September 13, 2019 (conveying) 30-year lease in the following described property:

See attachment E-8-A.

I have also examined a document showing that this property is listed on the tax rolls as belonging to the Florida Inland Navigation District. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "Sawfish Island Restoration Project".

I certify that Palm Beach County does in fact (lease) this property for 30 years with an expiration date of July 1, 2049.

Very truly yours,

(Name)


Palm Beach County County Attorney's Office

Exhibit E -8- A – Legal Description

PROPERTY PER WARRANTY DEED IN OFFICIAL RECORDS BOOK 6029, PAGE 296
(FULLERTON TO FLORIDA INLAND NAVIGATION DISTRICT)

PARCELS OF LAND IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM
BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION
ISLAND A

A PARCEL OF LAND LYING WESTERLY OF WEST LINE OF INTRACOASTAL
WATERWAY IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM
BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A PALM BEACH COUNTY BRASS DISC LOCATED AT THE SOUTH-
WEST CORNER OF SAID SECTION 31; THENCE SOUTH 89°58'27" EAST ALONG
THE SOUTHERLY LINE OF SAID SECTION A DISTANCE OF 1767.32 FEET TO THE
WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE
NORTH 32°55'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A
DISTANCE OF 959.51 FEET TO THE POINT OF BEGINNING AND HEREIN-AFTER
REFERRED TO AS POINT "A"; THENCE SOUTH 55°07'46" WEST, A DISTANCE
OF 31.94 FEET; THENCE SOUTH 60°07'27" WEST, A DISTANCE OF 32.83 FEET;
THENCE SOUTH 80°18'56" WEST, A DISTANCE OF 77.78 FEET; THENCE
NORTH 78°19'58" WEST, A DISTANCE OF 48.97 FEET; THENCE NORTH
56°26'36" WEST, A DISTANCE OF 113.30 FEET; THENCE NORTH 05°50'06"
WEST, A DISTANCE OF 86.86 FEET; THENCE NORTH 48°16'42" EAST, A
DISTANCE OF 61.00 FEET; THENCE NORTH 62°02'43" EAST, A DISTANCE OF
41.16 FEET; THENCE NORTH 73°53'34" EAST, A DISTANCE OF 68.85 FEET;
THENCE NORTH 16°19'31" EAST, A DISTANCE OF 12.98 FEET (NORTH
14°33'02" EAST, 12.88 FEET CALCULATED) TO A POINT ON THE WESTERLY
RIGHT-OF-WAY LINE OF SAID INTRACOASTAL WATERWAY, SAID POINT HEREINAFTER
REFERRED TO AS POINT "B"; THENCE SOUTH 32°55'45" EAST, ALONG SAID
RIGHT-OF-WAY, A DISTANCE OF 241.50 FEET TO THE POINT OF BEGINNING HEREIN
REFERRED TO AS POINT "A".

TOGETHER WITH:

COMMENCING AT POINT HEREIN REFERRED TO AS POINT "B"; THENCE NORTH
32°55'45" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 82.51 FEET TO
A POINT HEREINAFTER REFERRED TO AS POINT "C" AND THE POINT OF
BEGINNING; THENCE NORTH 56°04'40" WEST, A DISTANCE OF 21.66 FEET;
THENCE NORTH 18°34'28" WEST, A DISTANCE OF 27.72 FEET; THENCE
NORTH 09°59'06" EAST, A DISTANCE OF 1.04 FEET TO A POINT ON THE
WESTERLY RIGHT-OF-WAY LINE OF SAID INTRACOASTAL WATERWAY, SAID
POINT HEREINAFTER REFERRED TO POINT "D"; THENCE SOUTH 32°55'45"
EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 47.28 FEET TO THE POINT OF
BEGINNING HEREIN REFERRED TO AS POINT "C".

TOGETHER WITH:

COMMENCING AT A POINT HEREIN REFERRED TO AS POINT "D"; THENCE NORTH
32°55'45" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 90.75 FEET TO
A POINT HEREINAFTER REFERRED TO AS POINT "E" AND THE POINT OF
BEGINNING; THENCE SOUTH 49°37'50" WEST, A DISTANCE OF 28.72 FEET;
THENCE NORTH 06°05'09" EAST, A DISTANCE OF 45.24 FEET TO A POINT ON
THE WESTERLY RIGHT-OF-WAY OF SAID INTRACOASTAL WATERWAY; THENCE
SOUTH 32°55'45" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 31.43
FEET TO A POINT HEREIN REFERRED TO AS POINT "E" AND POINT OF BEGINNING.

CONTAINING 1.026 ACRES MORE OR LESS.

DESCRIPTION
ISLAND B

A PARCEL OF LAND LYING WESTERLY OF WEST LINE OF INTRACOASTAL WATERWAY IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PALM BEACH COUNTY BRASS DISC LOCATED AT THE SOUTH-WEST CORNER OF SAID SECTION 31; THENCE SOUTH 89°58'27" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION, A DISTANCE OF 1767.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 32°55'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 621.75 FEET AND THE POINT OF BEGINNING; THENCE SOUTH 17°08'43" EAST, A DISTANCE OF 25.35 FEET; THENCE SOUTH 07°35'52" EAST, A DISTANCE OF 156.23 FEET; THENCE SOUTH 11°45'25" EAST, A DISTANCE OF 105.29 FEET; THENCE SOUTH 06°24'24" WEST, A DISTANCE OF 147.32 FEET; THENCE SOUTH 18°31'45" WEST, A DISTANCE OF 86.85 FEET; THENCE NORTH 37°40'08" WEST, A DISTANCE OF 13.79 FEET; THENCE NORTH 15°40'58" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 02°49'00" EAST, A DISTANCE OF 50.00 FEET; ~~THENCE NORTH 02°49'00" EAST, A DISTANCE OF 50.00 FEET (STRUCK ERRONEOUS DEED CALL);~~ THENCE NORTH 06°39'21" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 03°18'36" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 17°43'39" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 51°14'50" WEST, A DISTANCE OF 50.99 FEET; THENCE SOUTH 84°21'31" WEST, A DISTANCE OF 53.85 FEET; THENCE SOUTH 69°40'19" WEST, A DISTANCE OF 48.61 FEET; THENCE NORTH 65°08'41" WEST, A DISTANCE OF 45.71 FEET; THENCE NORTH 55°46'49" WEST, A DISTANCE OF 41.71 FEET; THENCE NORTH 44°54'39" WEST, A DISTANCE OF 41.53 FEET; THENCE NORTH 42°16'20" WEST, A DISTANCE OF 46.32 FEET; THENCE NORTH 03°58'38" WEST, A DISTANCE OF 43.34 FEET; THENCE NORTH 36°58'10" WEST, A DISTANCE OF 46.55 FEET; THENCE NORTH 55°10'07" WEST, A DISTANCE OF 52.83 FEET; THENCE NORTH 49°24'42" WEST, A DISTANCE OF 63.87 FEET; THENCE NORTH 13°18'09" WEST, A DISTANCE OF 39.20 FEET; THENCE NORTH 16°55'00" EAST, A DISTANCE OF 51.71 FEET; THENCE NORTH 57°31'32" EAST, A DISTANCE OF 64.80 FEET; THENCE NORTH 69°05'26" EAST, A DISTANCE OF 52.42 FEET; THENCE SOUTH 73°16'35" EAST, A DISTANCE OF 35.28 FEET; THENCE SOUTH 66°48'30" EAST, A DISTANCE OF 79.16 FEET; THENCE SOUTH 59°00'40" EAST, A DISTANCE OF 73.01 FEET; THENCE SOUTH 27°44'37" EAST, A DISTANCE OF 40.67 FEET; THENCE SOUTH 32°00'08" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 58°15'10" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 57°45'07" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 10°01'39" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 11°25'07" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 25°14'08" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 13°19'32" WEST, A DISTANCE OF 30.72 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY; THENCE SOUTH 32°55'45" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 127.61 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 2.616 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED ADDITIONAL PORTIONS OF ISLAND "A" AND ISLAND "B" WHICH LIE WITHIN AND ARE SUBJECT TO THE RIGHT-OF-WAY OF THE ATLANTIC INTRACOASTAL WATERWAY.

FULLERTON ISLAND "A"
DESCRIPTION
AREA EAST OF WEST R/W/ I.C.W.

A PARCEL OF LAND LYING EASTERLY OF WEST LINE OF INTRACOASTAL WATERWAY IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A PALM BEACH COUNTY BRASS DISC LOCATED AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89°58'27" EAST ALONG THE SOUTHERLY LINE OF SAID, SECTION A DISTANCE OF 1767.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 32°55'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 959.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 32°55'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 241.50 FEET; THENCE NORTH 16°19'31" EAST, A DISTANCE OF 20.68 FEET; THENCE NORTH 37°33'08" WEST, A DISTANCE OF 33.99 FEET; THENCE NORTH 51°34'18" WEST, A DISTANCE OF 24.43 FEET; THENCE NORTH 56°04'40" WEST, A DISTANCE OF 13.03 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID INTRA-COASTAL WATERWAY; THENCE NORTH 32°55'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 47.28 FEET; THENCE NORTH 09°59'06" EAST, A DISTANCE OF 26.32 FEET; THENCE NORTH 13°12'38" EAST, A DISTANCE OF 27.68 FEET; THENCE NORTH 13°23'33" WEST, A DISTANCE OF 27.31 FEET; THENCE NORTH 33°29'42" WEST, A DISTANCE OF 23.21 FEET; THENCE SOUTH 83°55'47" WEST, A DISTANCE OF 16.62 FEET; THENCE SOUTH 49°37'50" WEST, A DISTANCE OF 32.23 FEET TO A POINT ON AFOREMENTIONED WESTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY; THENCE NORTH 32°55'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY; A DISTANCE OF 31.43 FEET; THENCE NORTH 06°05'09" EAST 7.77 FEET; THENCE NORTH 18°24'28" EAST, A DISTANCE OF 96.69 FEET; THENCE SOUTH 55°05'50" EAST, A DISTANCE OF 13.22 FEET; THENCE SOUTH 11°28'42" EAST, A DISTANCE OF 76.70 FEET; THENCE SOUTH 40°59'19" EAST A DISTANCE OF 27.54 FEET; THENCE SOUTH 22°46'32" EAST, A DISTANCE OF 109.70 FEET; THENCE SOUTH 28°56'09" EAST, A DISTANCE OF 157.21 FEET; THENCE SOUTH 47°50'27" EAST, A DISTANCE OF 81.54 FEET; THENCE SOUTH 19°34'55" EAST, A DISTANCE OF 74.05 FEET; THENCE SOUTH 33°39'28" EAST, A DISTANCE OF 84.38 FEET; THENCE SOUTH 76°57'03" WEST, A DISTANCE OF 17.36 FEET; THENCE NORTH 42°13'24" WEST, A DISTANCE OF 35.36 FEET; THENCE NORTH 86°28'55" WEST, A DISTANCE OF 17.59 FEET (17.20' CALCULATED) TO THE POINT OF BEGINNING.

SEE ROBERT E. OWEN & ASSOCIATES DRAWING D-4211-002 SHEET 2 OF 2 FOR SKETCH.

FULLERTON ISLAND "B"
DESCRIPTION
AREA EAST OF WEST R/W I.C.W.

A PARCEL OF LAND LYING EASTERLY OF WEST LINE OF INTRACOASTAL WATERWAY IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PALM BEACH COUNTY BRASS DISC LOCATED AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89°58'27" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION, A DISTANCE OF 1767.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 32°55'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 621.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 32°55'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 127.61 FEET; THENCE NORTH 13°19'32" WEST, A DISTANCE OF 19.28 FEET; THENCE NORTH 28°22'37" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 22°58'34" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 37°29'53" EAST, A DISTANCE OF 25.08 FEET; THENCE SOUTH 28°36'03" EAST, A DISTANCE OF 139.94 FEET; THENCE SOUTH 17°08'43" EAST, A DISTANCE OF 118.17 FEET TO THE POINT OF BEGINNING.

SEE ROBERT E. OWEN & ASSOCIATES DRAWING D-4211-002 SHEET 2 OF 2 FOR SKETCH.

R2019 0969

LEASE AGREEMENT – SAWFISH ISLAND

THIS LEASE AGREEMENT (“Lease”) dated as of this 13 day of September, 2019, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as Landlord, and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as Tenant.

RECITALS

- A. Landlord is the owner of a parcel of land located in Palm Beach County, Florida as more particularly described in that certain Warranty Deed from Mary Hampton Fullerton and Richard M. Fullerton. to Florida Inland Navigation District dated March 2, 1989 and recorded on April 12, 1989 in Official Record Book 6029, Page 296, of the Public Records of Palm Beach County, Florida (the “FIND Parcel”).
- B. Tenant is constructing a public waterfront park located on a spoil island on the west side of the Intracoastal Waterway and north of Fullerton Island, Jupiter, Florida known as Sawfish Island with legal description 31-40-43 6-41-43 Government Lot 12 (Less the right-of-way of the intracoastal waterway) (Exhibit A and Exhibit B).
- C. The Tenant’s project will include removal of spoil material, and construction of public kayak landings and an overlook tower (the “Project”).
- D. Landlord has no current plans to utilize the FIND Parcel in connection with the maintenance and improvement of the Intracoastal Waterway.
- E. Landlord is willing to lease the FIND Parcel to Tenant for use as a public waterfront park, including the Project, upon the terms and conditions of this Lease.

WITNESSETH

Therefore, in consideration of the terms below, the sufficiency of which is mutually acknowledged, Landlord and Tenant agree that:

1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

2. LEASED PREMISES/TERM/CONTINGENCY

Landlord hereby leases to Tenant the FIND Parcel, as more particularly described in Exhibit “A” attached hereto and made a part hereof by reference (the “Leased Premises”), for a term commencing July 1, 2019, and terminating July 1, 2049 (the “Initial Term”).

3. PAYMENT OF RENT

- a. Tenant hereby covenants and agrees to pay to Landlord as rent for the term of this Lease rent in the amount of One Dollar (\$1.00) per year ("Rent"). Rent is due and payable annually in advance or in lump sum.
- b. Tenant shall make any and all payments due hereunder to Landlord at that address set forth as follows unless otherwise notified by Landlord in writing:
FLORIDA INLAND NAVIGATION DISTRICT
ATTN: EXECUTIVE DIRECTOR
1314 MARCINSKI ROAD
JUPITER, FLORIDA 33477
- c. Tenant agrees to pay any and all charges and deposits for any and all utilities in addition to said rent.
- d. Tenant shall pay such other amounts deemed "additional rent" pursuant to Paragraph 13 hereof.
- e. Tenant shall pay such other charges without demand and without setoff as required to be paid by Tenant under this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as additional charges with the next installment of rent due hereunder and shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or such lesser rate as shall be the maximum permitted by law.

4. COVENANTS OF LANDLORD

Landlord covenants that said Tenant, on paying the said Rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said Leased Premises for the term aforesaid, PROVIDED ALWAYS, that this Lease is conditioned upon the prompt payment of rent in the manner and at the time stated herein and that there shall be no breach by Tenant of any of the other covenants or agreements of this Lease on Tenant's part to be performed.

5. [INTENTIONALLY OMITTED]

6. USE OF LEASED PREMISES/CONDUCT OF BUSINESS

- a. Tenant shall continuously occupy and use the Leased Premises solely for public waterfront park purposes, to include the following facilities, if funds permit: one informational kiosk, a two-story observation tower, and six picnic tables (hereinafter the "Permitted Use").

Tenant shall not use the Leased Premises or construct other improvements thereupon except as specifically provided above without Landlord's prior written consent.

- b. Tenant shall, at Tenant's expense, comply with all laws, ordinances and regulations of the United States, State of Florida, the County of Palm Beach and, if applicable, the Town of Jupiter, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Leased Premises, and shall not make any use of the Leased Premises which shall unreasonably disturb Landlord's neighbors or otherwise become a nuisance.

7. TENANT'S FIXTURES AND ALTERATIONS

- a. Tenant agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Leased Premises, other than the Project, without first obtaining the written consent of Landlord. All alterations, improvements and additions made by Tenant and all chattels affixed by Tenant to the Leased Premises shall remain upon the Leased Premises at the expiration or earlier termination of this Lease, and shall become the property of Landlord, except as otherwise provided herein.
- b. In addition to the above, Tenant shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at Tenant's expense.

8. ASSIGNMENT AND SUBLETTING

- a. Tenant shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Leased Premises, nor permit the Leased Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each and every instance, which may not be unreasonably and arbitrarily withheld. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease or any interest of Tenant herein be assigned or if the whole or any part of the Leased Premises be sublet or used or occupied by others after having obtained Landlord's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant and Tenant shall not be released therefrom in any manner.
- b. Should Tenant, in violation of the provisions of this Paragraph, assign this Lease, or sublet the Leased Premises or any portion thereof without

obtaining Landlord's prior written consent, then such assignment or sublease shall be null and void and of no force and effect. Such act on the part of Tenant shall be deemed a default of Tenant entitling Landlord to exercise any of the rights and remedies therefor as set forth in Paragraph 17 hereof.

- c. In the event Tenant assigns or sublets the Leased Premises pursuant to this Paragraph 8 of this Lease Agreement, any rent collected by Tenant as sublessor or assignor which exceeds the amount of rent due from Tenant to Landlord hereunder shall be due and payable to Landlord.

9. LIENS

- a. Mechanics' or Materialmen's Liens: Tenant shall not cause any liens of mechanics, laborers or materialmen to stand against the Leased Premises for any labor or material furnished or claimed to have been furnished to Tenant in connection with any work of any character performed or claimed to have been performed on the Leased Premises, by or at the direction of Tenant.

If the Leased Premises or any part thereof or Tenant's leasehold interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the Landlord, Tenant shall immediately notify Landlord of the filing or the threatened filing of any such lien, shall immediately cause the lien to be transferred to other security, and shall from time to time notify Landlord of the status of such contest.

- b. Landlord's Liability for Tenant's Liens: It is hereby agreed by the parties hereto that Landlord will not be liable for any labor, services or materials furnished or to be furnished by Tenant or to anyone holding the Leased Premises, or any part thereof, through or under Tenant, and that no liens for any labor or material shall attach to or affect the interest of Landlord in and to the Leased Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of Tenant to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle Landlord to those rights and remedies set forth in Paragraph 17 hereof.

- c. Public Construction Bond: Tenant shall obtain a public construction bond in accordance with Section 255.05, F.S. from any contractor doing work upon the Leased Premises prior to the commencement of any such work. The bond shall be substantially in the form provided in Subsection 255.05(3) or as otherwise approved by Landlord, and shall include Landlord as a Principal.

10. LIABILITY OF LANDLORD/WAIVER/INDEMNIFICATION

- a. As a consideration for the making of this Lease and in light of the fact that Tenant has had the opportunity to make such inspections and tests as Tenant, in Tenants' judgment, has deemed necessary, Tenant accepts the Leased Premises in its "As-Is Condition" and Landlord shall not be liable for any defect in the Leased Premises, latent or otherwise, except as provided by law. However, to the extent that Landlord is aware of a defect on the premises, latent or otherwise, Landlord has the obligation to advise Tenant of such defect.
- b. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Tenant shall indemnify, defend and hold harmless Landlord against any actions, claims or damages arising out of Tenant's negligence in connection with this Agreement, and Landlord shall indemnify, defend and hold harmless Tenant against any actions, claims, or damages arising out of Landlord's negligence in connection with this agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
- c. Tenant shall include language in any construction contract for work upon or involving the Leased Premises that the contractor shall indemnify and hold harmless the Tenant and Landlord, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
- d. Tenant shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by Tenant or Tenant's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, the County of Palm Beach and, if applicable, the Town of Jupiter, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Leased Premises.
- e. The provisions of this Paragraph 10 shall survive the termination of this Lease.

11. INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Tenant represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Tenant is not self-insured, Tenant shall, at its sole expense, purchase and maintain in full force and effect at all times during the term of this Agreement, the insurance with limits not less than those contained in the Statute.

The Tenant agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Tenant contract with a third-party to perform any service related to the Agreement, Tenant shall require the third-party to provide the following minimum insurance:

- a. Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Tenant and Landlord as Additional Insureds. Tenant shall also require that third-party to include a Waiver of Subrogation against Landlord.
- b. Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- c. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Tenant shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Tenant of its liability and obligations under this Agreement.

12. REPAIRS AND MAINTENANCE OF LEASED PREMISES

Tenant shall at all times at its sole cost and expense keep and maintain the Leased Premises, including, without limitation, the Project, in good order, condition and repair and shall not commit or suffer any waste on the Leased Premises.

13. ADDITIONAL RENT

For purposes of this Paragraph:

- a. "Taxes" shall mean real estate taxes, special and extraordinary assessments and governmental levies against the property upon which the Leased Premises is located.
- b. "Tax Year" shall mean the fiscal year for which taxes are levied by any governmental authority.
- c. Tenant shall pay as additional rent for such Tax Year the said Taxes for such Tax Year. The payment shall be prorated, if necessary, to correspond with that portion of a Tax Year occurring within the term of this Lease. The payment shall be made by Tenant within (30) days after receipt of a demand from Landlord therefor, which demand shall be accompanied by a copy of the tax bill together with Landlord's computation of the payment. Landlord herein reserves the right to elect to pay said taxes so as to take advantage of any discount for early payment of same or to pay said taxes in full on the date same are due and payable in full without said discount.

14. USE OF SAWFISH ISLAND BY LANDLORD

Tenant agrees that, during the term of this Lease, Landlord may use the Leased Premises for maintenance needs of the Intracoastal Waterway. Such use shall not unreasonably interfere with the public use of the remaining lanes. The timing and duration of such use shall be coordinated in advance by Landlord and Tenant. Landlord shall be responsible for repairing any damage to the Leased Premises resulting from such use. Notwithstanding paragraph 10.a., to the extent that Landlord's use of the Leased Premises during the term of this Lease causes a condition, latent or patent, on or under the Leased Premises that causes an injury to person or property, Landlord shall be solely liable.

15. HAZARDOUS MATERIALS

Tenant agrees that, during the term of this Lease, it:

- a. Shall keep or cause the Leased Premises to be kept free of hazardous wastes or substances.

- b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, or Tenant's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto the Leased Premises.
- c. Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- d. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.
- e. Shall immediately provide Landlord with notice of any release or threatened release of hazardous waste on or about the Leased Premises, and shall immediately provide Landlord with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about the Leased Premises.
- f. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Leased Premises, arising from Tenant's use of the Leased Premises.

16. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a. If Tenant defaults in the payment of any sum of money due hereunder and such default shall continue for fifteen (15) days after the date of notice from Landlord to Tenant.
- b. If Tenant defaults in fulfilling any of the other covenants of this Lease on Tenant's part to be performed hereunder and such default shall continue for the period of fifteen (15) days after notice from Landlord to Tenant specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said fifteen (15) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such fifteen (15) day period and shall not thereafter diligently proceed therewith to

completion.

- c. If any execution or attachment shall be issued against Tenant or any of Tenant's property and shall not be discharged or vacated within fifteen (15) days after the issuance thereof.
- d. The vacation of the Leased Premises by Tenant.

In the Event of Default, Landlord shall provide Tenant with such written notice thereof as shall be required under Florida law.

17. REMEDIES IN EVENT OF DEFAULT

- a. In the event of a default hereunder and such default shall continue after the giving of written notice thereof to Tenant, Landlord may at Landlord's option:
 - i. terminate the Lease and retake possession of the Premises for its own account,
 - ii. stand by and do nothing, holding the Tenant liable for the Rent due as it matures, including any accelerated Rent,
 - iii. retake possession of the Premises for the account of the Tenant, holding the Tenant liable for the difference between the Rent stipulated to be paid under the Lease and what, in good faith, the Landlord is able to recover from a reletting, or
 - iv. avail itself of any other option or remedy available under Florida law; and, in any event Tenant, shall give up the Leased Premises to Landlord.
- b. If the notice provided herein shall have been given and this Lease shall be terminated; or if the Leased Premises become vacant or deserted; then, in addition to all other remedies of Landlord, Landlord may without notice re-enter the Leased Premises either by force or otherwise and, by summary proceedings or otherwise, dispossess Tenant and/or the legal representative of Tenant or other occupant of the Leased Premises, and remove effects and repossess and enjoy the Leased Premises, together with all alterations, additions and improvements, all without being liable to prosecution or damages therefor.
- c. If Tenant defaults in the performance of any of the terms and conditions of this Lease and Landlord employs the services of an attorney to enforce performance of Tenant hereunder, to the extent permitted by law, Tenant shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord.

18. SURRENDER OF POSSESSION/HOLDING OVER

- a. At the end of the tenure of this Lease, Tenant shall quit and deliver up the Leased Premises to Landlord in as good a condition as they are now, excepting reasonable wear and tear.
- b. Should Tenant hold over in possession of the Leased Premises after the expiration of the Initial Term or, if applicable, the Renewal Term hereof, without the execution of a new lease or extension or renewal agreement, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises from month to month, subject to being terminated by either party upon at least fifteen (15) days written notice, at the rent in effect during the last month of the term or any extension or renewal thereof and otherwise subject to all of the other terms and conditions of the Lease on a monthly basis.
- c. Should Tenant refuse to give up possession of the Leased Premises after the expiration of the term hereof and after demand to do so by Landlord, Landlord may demand double the monthly rent. In addition, to the extent permitted by law, Tenant shall be liable for all court costs, attorney's fees and other costs related to removing Tenant from the Leased Premises.

19. ACCESS BY LANDLORD

Landlord may, during the term of this Lease at reasonable times, enter to inspect the Leased Premises upon reasonable advance oral notice to Tenant, except that no notice shall be required in emergency situations. Landlord also reserves the right to enter the Leased Premises at any time to make such repairs, additions or alterations as it may deem necessary for the safety, improvement, or preservation thereof, upon reasonable advance oral notice to Tenant, except that no notice shall be required in emergency situations, but Landlord assumes no obligation to do so, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall in no event be liable for any inconvenience, disturbance, loss of business or the damage to Tenant by reason of the performance by Landlord of any work in, upon or under the Leased Premises. Notwithstanding paragraph 10.a., to the extent that Landlord's use of the Leased Premises during the term of this Lease causes a condition, latent or patent, on or under the Leased Premises that causes an injury to person or property, Landlord shall be solely liable.

20. INTENTIONALLY OMITTED

21. EXECUTION OF ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of Landlord, Tenant,

within ten (10) days of the date of such written request, agrees to execute and deliver to Landlord, without charge and in a form satisfactory to Landlord, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the term of this Lease; (c) certifying that Tenant is in possession of the Leased Premises, and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord have been satisfied and performed, except as shall be stated; (e) certifying that Landlord is not in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; and (f) such other information as Landlord or mortgagee shall require.

22. [INTENTIONALLY OMITTED]

23. EMINENT DOMAIN

- a. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.
- b. If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant will have no further responsibility or obligation hereunder. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.
- c. In the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation, Landlord is to receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof.
- d. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's operations by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's fixtures, leasehold improvements and equipment.

24. ATTORNEYS' FEES

In the event this Agreement shall be the subject of litigation between the parties hereto for any reason whatsoever, the prevailing party in such litigation shall, to the extent permitted by law, recover from the other party the costs of such action, including, but not limited to, costs incurred in any and all mediation, arbitration, trial, appellate, post-judgment, bankruptcy and administrative proceedings.

25. MISCELLANEOUS

- a. Tenant has inspected the Leased Premises and is familiar with its present condition and takes said Leased Premises in "As-Is" condition.
- b. The failure of Landlord or Tenant to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease.
- c. No act or agreement to accept surrender of the Leased Premises from Tenant shall be valid unless in writing signed by the parties hereto.
- d. This Lease fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Lease shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.
- e. **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE LEASED PREMISES.**
- f. Tenant hereby acknowledges Tenant's responsibility to insure Tenant's property maintained within or upon the said Leased Premises at Tenant's expense.
- g. If any term or condition of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Lease shall not be affected thereby, and this Lease shall be valid and enforceable to the fullest extent permitted by law.
- h. Receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant, or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.
- i. This Lease shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that Landlord may file a memorandum

of this Lease.

- j. This Lease shall be construed under the laws of the State of Florida.
- k. The Section headings of this Lease are for convenience only and are not to be considered in construing the same.
- l. This Lease may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- m. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Lease; (b) it has all necessary power and authority to enter into this Lease and to perform the agreements contained in this Lease; and (c) the person signing this Lease on behalf of such party is authorized to execute and deliver this Lease on behalf of such party.
- n. The parties participated in the drafting of this Lease and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.
- o. **RADON GAS**

RADON IS NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

- p. Office of the Inspector General: Palm Beach County (County) has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

- q. Non-Discrimination: The Tenant agrees that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.
- r. No Third-Party Beneficiary: No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this lease, including but not limited to any citizens of Landlord or employees of Landlord or Tenant.
- s. Annual Budgetary Funding/Cancellation: This Lease and all obligations of Tenant hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in the Lease to the contrary, Tenant shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligation hereunder.
- t. Notices:

All notices, requests, demands, and other communication hereunder shall be in writing, sent by U. S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt. Landlord and Tenant hereby designate their address as follows:

Landlord: Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
Attn: Executive Director

Tenant: Palm Beach County
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
Attn: Director

With a copy to:
Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Attn: Real Estate

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

Signed, sealed and delivered in the presence of:

Witness
Print Name: MARK COOPER

Witness
Print Name: Colen Scambler

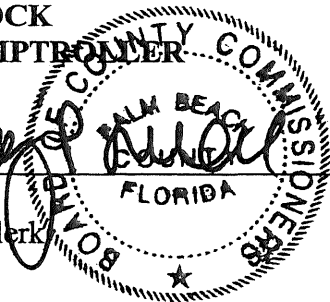
Approved as to form and legal sufficiency:

Peter L. Breton
Peter L. Breton, Esq., General Counsel

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

BY: Sharon Bock
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Sumner For
Assistant County Attorney

AS TO LANDLORD:

FLORIDA INLAND NAVIGATION DISTRICT

BY: [Signature]
Its Chair

DATED: 9/13/19

AS TO TENANT:

R2019 0969

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

BY: Mack Bernard
Mack Bernard, Mayor

DATED: JUL 0 2 2019

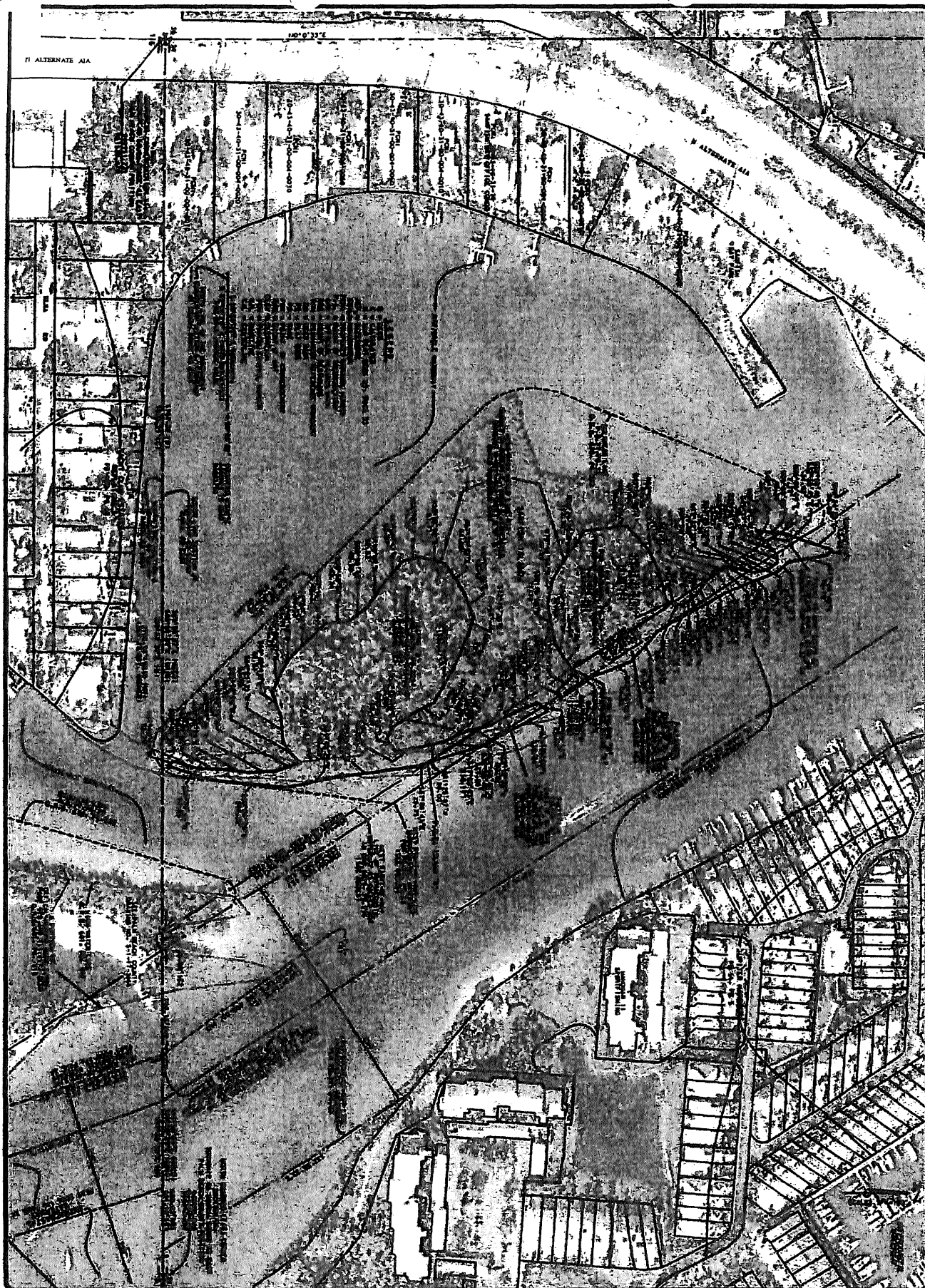
(OFFICIAL SEAL)

Sebastian Duff 6-13-19
APPROVED AS TO TERMS AND CONDITIONS DATE

EXHIBIT "A"
LEGAL DESCRIPTION OF LEASED PREMISES

Project Boundary Map

Exhibit A



DATE	5	SHEET	3
	2		3

PROJECT SAWFISH ISLAND RESTORATION SPECIFIC PURPOSE SURVEY


DESIGNED BY: [blank]
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 DATE: 2-3-19-2005

--

REVISION	BY	DATE

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION

2200 NORTH JOO ROAD
 WEST PALM BEACH, FL 33411



APR-12-1989 12:38 PM 89"-102165

ORB 6029 pg 296

Con 1401000.00 Doc 770.00
JOHN B DUNKLE, CLERK - PB COUNTY, FL

*Return to: Thomas A. Shaskan III
Moyle, Flanigan, Katz
P.O. Box 3888
West Palm Beach, Fl. 33402*

Deed

THIS INSTRUMENT WAS PREPARED BY:
LESLIE E. PARRELL, ESQ.
Solely for the Use of the State of Florida
1200 NORTHSHORE CENTRE
WEST PALM BEACH, FLORIDA 33411-4307

This Deed, dated this *2nd* day of *March* A. D. 1989
between **MARY HAMPTON FULLERTON** and **RICHARD e. FULLERTON**

hereinafter called grantors, which term shall include when used herein, hereafter the
context so requires or admits, their heirs, personal representatives and assigns,

and **FLORIDA NAVIGATION DISTRICT**, an agency of the
State of **FL**

whose mailing address is: **Marcinski Road**
er, FL

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

WITNESSETH: that for the sum of **ten** Dollars (\$10.00) and other good and
valuable considerations, the said grantors do hereby release, convey,
release, convey and confirm unto the said Grantee all that certain piece of property
and tract of land situate in the County of **BEACH** and State of Florida,
described as follows:

Parcels of land in Section 31, Township 40 South, Range 43 East, Palm
Beach County, Florida, more particularly described as follows:

DESCRIPTION
ISLAND A

CQ

A parcel of land lying westerly of **West** of Intracoastal
Waterway in Section 31, Township 40 South, Range 43 East, Palm
Beach County, Florida, being more particularly described as
follows:

Commencing at a Palm Beach County Brau Disc located at the South- west
corner of said Section 31; thence South 89°58'27" East along the
Southernly Line of said section a distance of 1767.32 feet to the
Westerly right-of-way line of the Intracoastal Waterway; then
ce North 32°55'45" West along said Westerly right-of-way line a di
Hance of 159.51 feet to the POINT OF BEGINNING and hereinafte
r referred to as Point "A"; thence South 55°07'46" West, a dist
ance of 31.94 feet; thence South 60°07'27" West, a distance of 32.81
feet; thence South 80°18'56" West, a distance of 77.78 feet; thence
North 78°19'58" West, a distance of 48.97 feet; thence North 56
°26'36" west, a distance of 113.30 feet; thence North
05°50'06" West, a distance of 86.86 feet; thence North 48°16'42"
East, a distance of 61.00 feet; thence North 62°02'43" East, a
distance of 41.16 feet; thence North 73°53'34" East, a distance of
68.11 feet; thence North 16°19'31" East, a distance of 12.98 feet
to a point on the Westerly right-of-way line of said Intracoastal
Waterway, said Point hereinafter referred to as Point "B"; thence Sou
th 32°55'45" East, along said right-of-way, a distance of 241.
50 feet to the POINT OF BEGINNING herein referred to as Point "A".

RECORDERS MEMO: Legally
of Writing, Typing or Printing
unsatisfactory in this document
when received.

TOGETHER WITH:

Commencing at Point herein referred to as Point "B"; thence North 32°55'45" West along said right-of-way a distance of 82.51 feet to a Point hereinafter referred to as Point "C" and the POINT OF BEGINNING; thence North 56°04'00" West, a distance of 21.66 feet; thence North 16°34'26" West, a distance of 27.72 feet; thence North 06° East, a distance of 1.04 feet to a Point on the Westerly P-of-way line of said Intracoastal Waterway, said Point hereinafter referred to as Point "D"; thence South 32°55'45" East along said right-of-way, a distance of 47.28 feet to the POINT OF BEGINNING herein referred to as Point "C".

TOGETHER WITH:

Commencing at Point herein referred to as Point "D" thence North 32°55'45" West along said right-of-way, a distance of 90.75 feet to a Point hereinafter referred to as Point "E" and the POINT OF BEGINNING; thence North 49°37'50" West, a distance of 28.72 feet; thence North 09° East, a distance of 45.24 feet to a Point on the Westerly P-of-way of said Intracoastal Waterway; thence South 32°55'45" East along said right-of-way, a distance of 31.43 feet to a Point hereinafter referred to as Point "F" and POINT OF BEGINNING.

Containing 1.026 Acres more or less.

parcel Intracoastal Waterway in Section 31, Township South, Range 43 East Palm Beach County, Florida, being more particularly described as follows:

Commencing at a Point located at the South-west corner of said Section 31; thence South 89°58'27" East along the Westerly P-of-way line of said Section, a distance of 1757.32 feet to the Westerly P-of-way line of the Intracoastal Waterway; thence North 32°55'45" West along said Westerly right-of-way line a distance of 621.75 feet and the POINT OF BEGINNING; thence South 17°08'43" East, a distance of 25.35 feet; thence East, a distance of 156.23 feet; thence South 45°25' East, a distance of 105.29 feet; thence South 06°24' East, a distance of 147.32 feet; thence South 18°31'45" West, a distance of 86.85 feet; thence North 37°40'08" West, a distance of 13.79 feet; thence North 15°40'58" East, a distance of 50.00 feet; thence North 02°49'00" East, a distance of 50.00 feet; thence North 06°39'21" East, a distance of 50.00 feet; thence North 03°18'36" West, a distance of 50.00 feet; thence North 17°43'39" West, a distance of 50.00 feet; thence South 51°14'50" West, a distance of 50.99 feet; thence South 84°21'31" West, a distance of 53.85 feet; thence South 69°40'19" West, a distance of 48.61 feet; thence North 65°08'41" West, a distance of 45.71 feet; thence North 55°46'49" West, a distance of 41.71 feet; thence North 44°54'39" West, a distance of 41.53 feet; thence North 42°16'20" West, a distance of 46.32 feet; thence North 03°58'38" West, a distance of 43.34 feet; thence North 36°58'10" West, a distance of 46.55 feet; thence North 55°10'07" West, a distance of 52.83 feet; thence North 49°24'42" West, a distance of 63.87 feet; thence North 13°18'09" West, a distance of 39.20 feet; thence North 16°55'00" East, a distance of 51.71 feet; thence North 57°31'32" East, a distance of 64.80 feet; thence North 69°05'26" East, a distance of 52.42 feet; thence South 73°16'35" East, a distance of 35.28 feet; thence South 66°48'30" East, a distance of 79.16 feet; thence South 59°00'40" East, a distance of 73.01 feet; thence South 27°44'37" East, a

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

distance of 40.67 feet; thence South 32'00'08" East a distance of 50.00 feet; thence South 58'15'10" East, a distance of 30.00 feet; thence North 57'45'07" East, a distance of 30.00 feet; thence North 10'01'39" West, a distance of 50.00 feet; thence North 11'25'07" West, a distance of 50.00 feet; thence North 25'14'08" West, a distance of 50.00 feet; thence North 13'19'32" West a distance of 30.72 feet to a Point on the Westerly right-of-way of the Intracoastal Waterway; thence South 32'55'45" East along said right-of-way a distance of 127.61 feet more or less to the POINT OF BEGINNING.

Containing ~~10~~ 10 Acres more or less

TOGETHER WITH the following described additional portions of ISLAND "A" and LAND "B" which lie within and are subject to the Right-of-Way of the Atlantic Intracoastal Waterway.

Oyster Island "A"

cription

Area East of West R/W/ I.C.W.

A parcel of land lying Easterly of West line of Intracoastal Waterway in Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at a Palm Beach County Boundary located at the Southwest corner of said Section 31; thence ~~89~~ 89°58'27" East along the Southerly line of said, section a distance of 1767.32 feet to the Westerly right-of-way line of the Intracoastal Waterway; thence North 32°55'45" West along said Westerly-right-of-way line a distance of 959.51 feet to the POINT OF BEGINNING; thence North 32°55'45" West along said Westerly right-of-way, a distance of 241.50 feet; thence North 16°19'31" East, a distance of 27.68 feet; thence North 37°33'08" West, a distance of 33.99 feet; thence North 51°34'18" West, a distance of 24.43 feet; thence North 56°04'13" East, a distance of 13.03 feet to a point on the Westerly right-of-way of said Intracoastal waterway; thence North 32°55'45" West along said Westerly right-of-way, a distance of 47.28 feet; thence North 9°59'06" East, a distance of 26.32 feet; thence North 13°12'38" East, a distance of 7.68 feet; thence North 13°23'33" West, a distance of 27.31 feet; thence North 33°29'42" West, a distance of 23.2 feet; thence South 83°55'47" West, a distance of 16.62 feet; thence South 49°37'50" West, a distance of 32.23 feet to a point on aforementioned Westerly right-of-way of the Intracoastal Waterway; thence North 32°55'45" West along said Westerly right-of-way; a distance of 31.43 feet; thence North 06°05'09" East 7.77 feet; thence North 18°24'28" East, a distance of 96.69 feet; thence South 55°05'50" East, a distance of 13.22 feet; thence South 110°28'42" East, a distance of 76.70 feet; thence South 40°59'19" East a distance of 27.54 feet; thence South 22°46'32" East, a distance of 109.70 feet; thence South 28°56'09" East, a distance of 157.21 feet; thence South 47°50'27" East, a distance of 81.54 feet; thence South 19°34'55" East, a distance of 74.05 feet; thence South 33°39'28" East, a distance of 84.38 feet; thence South 76°57'03" West, a distance of 17.36 feet; thence North 42°13'24" West, a distance of 35.36 feet; thence North 86°28'55" West, a distance of 17.59 feet to the POINT OF BEGINNING.

RECORDED MEMO: Legibility of Writing, Typing or Printing satisfactory in this document when received.

Associates Drawing D-4211-002 Sheet 2 of 2 for

Fullerton Island "B"

Description

Area East of West R/W I.c.w.

A parcel of land lying Easterly of West line of Intracoastal Waterway in Section , Township 40 South, Range 43 East, Palm Beach County Florida, be' more particularly described as follows:

Commencing in Palm Beach County Brass Disc located at the Southwest corner of Section 31; thence South 89°58'27" East; along the Southerly line of said Section, a distance of 1767.32 feet to the Westerly right-of-way line of the Intracoastal Waterway; thence North 32°55'45" West along said Westerly right-of-way line a distance of 621.75 feet to POINT OF BEGINNING; thence continue North 32°55'45" West along said right-of-way, a distance of 127.61 feet; thence North 13° West, a distance of 19.28 feet; thence North 28°22'37" West, a distance of 50.00 feet; thence North 22°58'34" West a distance of 50.00 feet; thence North 37°29'53" East, a distance of 25.8 feet; thence South 28°36'03" East, a distance of 139.94 feet; thence South 17°08' East, a distance of 118.17 feet to the POINT OF BEGINNING.

See Robert E. Owen & Associates Drawing D-4211-002 sheet 2 of 2 for sketch.

SUBJECT TO taxes for yeas subsequent to 1988, to applicable zoning regulations, reservation favor of the State of Florida, to the right-of-way of the Intracoastal Waterway and to easements of record.

The Grantors represent and warrant that the subject lands are vacant lands which neither are nor have ever been the place of residence of any of the parties hereto.

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

IN WITNESS WHEREOF, the said Grantors hereunto set, their hands and seals the day and year aforesaid.

Signed, sealed and delivered in the presence of:

Handwritten signatures of James D. Crawford and Leslie Bolivar.

Notary Public Seal for MARY FULLERTON and E. FULLERTON.

STATE OF FLORIDA COUNTY OF DADE

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

RECORD VERIFIED PALM BEACH COUNTY, FLA JOHN B. DUNKLE CLERK CIRCUIT COURT

Before me personally appeared MARY FULLERTON and RICHARD E. FULLERTON to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS my hand and official seal, this ... day of ...

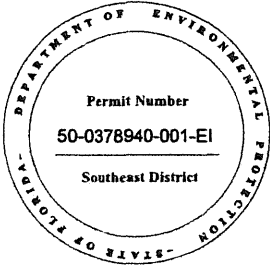
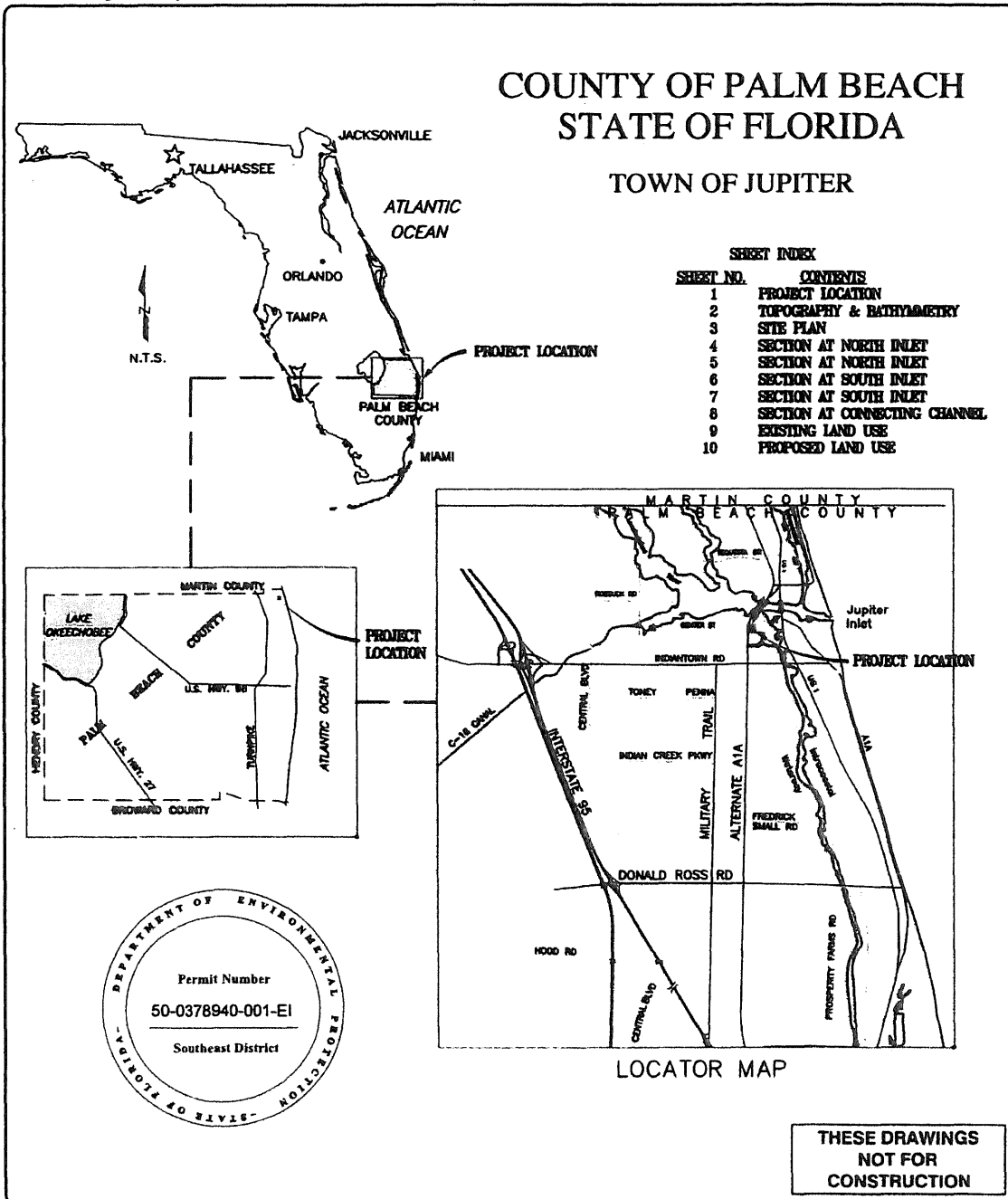
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- 4 -

at Large

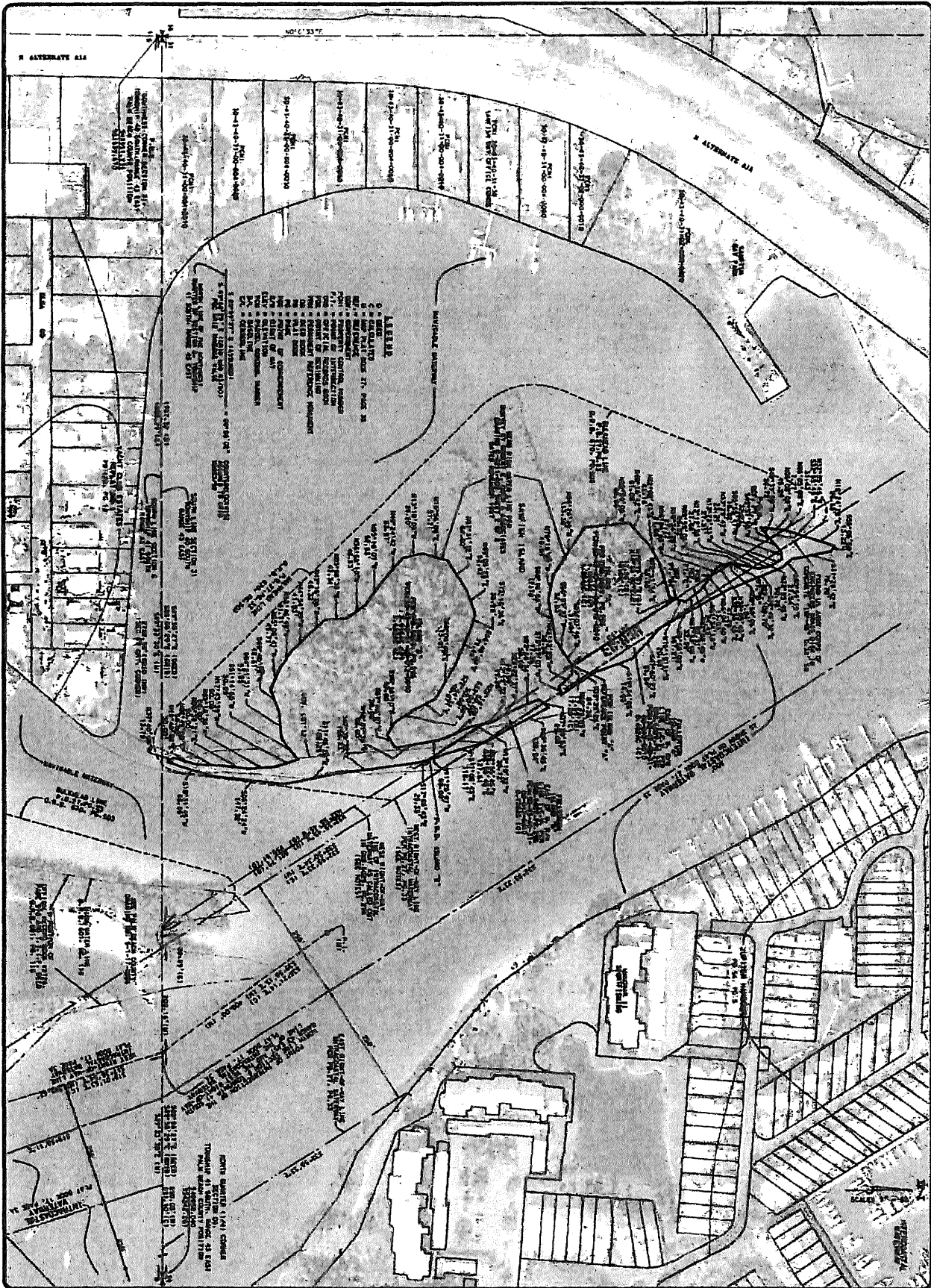
My Commission Expires: .-

Project Location Map



Sheet: 1 of 10	Project: SAWFISH ISLAND PERMIT DRAWINGS PROJECT LOCATION	Scale: AS NOTED Drawn: IA	PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2300 NORTH JOG ROAD, 4th FLOOR WEST PALM BEACH, FLORIDA 33411 (561) 233-2400
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Project Boundary Map



NO. 1	DATE 11/11/11
NO. 2	DATE 11/11/11
NO. 3	DATE 11/11/11
NO. 4	DATE 11/11/11
NO. 5	DATE 11/11/11

PROJECT: **SAWFISH ISLAND RESTORATION SPECIFIC PURPOSE SURVEY**
 SURVEY FILE NO. 9-3-10-3885.DGN
 SURVEY NO. 9-3-10-3885

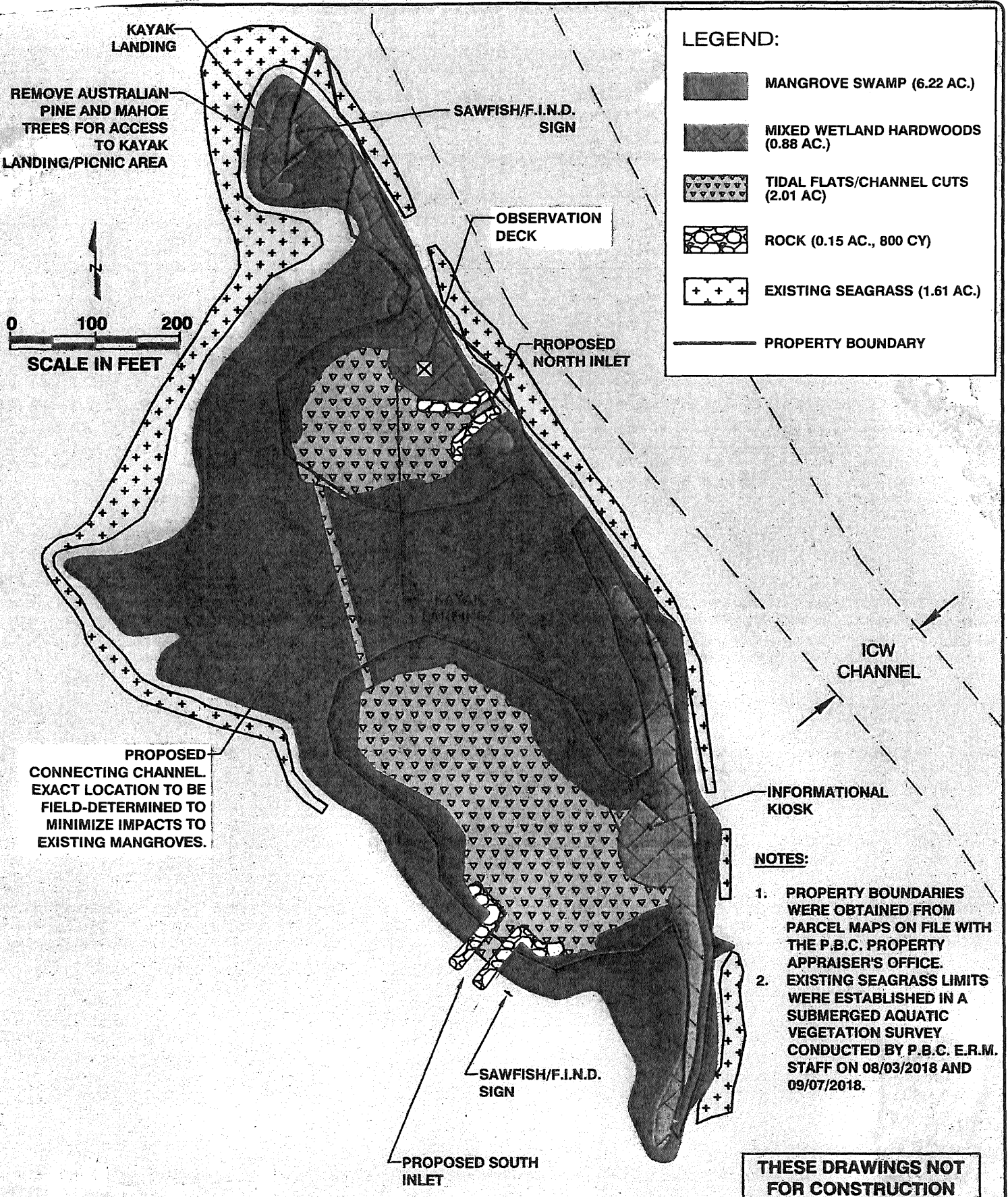
DATE: 11/11/11
 TIME: 11:11 AM
 LOCATION: SAWFISH ISLAND

NO.	REVISION	DATE
1	ADDED LABEL & NO.	11/11/11

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION
 380 NORTH JOG ROAD WEST PALM BEACH, FL 33411



PROJECT SITE PLAN



ATTACHMENT E-7

**RESOLUTION FOR ASSISTANCE 2020
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM**

WHEREAS, THE Palm Beach County Board of County Commissioners is interested in carrying out the following described project for the enjoyment of the citizenry of Palm Beach County and the State of Florida:

Project Title Sawfish Island Restoration Project

Total Estimated Cost \$ 1,521,295

Brief Description of Project:

Sawfish Island is located in the Loxahatchee River-Lake Worth Creek Aquatic Preserve along the Intracoastal Waterway 1.27 miles southwest of the Jupiter Inlet. Florida Inland Navigation District (FIND) owns 3.65 acres of land on Sawfish Island for dredged material management. The remaining approximately 5½ acres of mangrove community surrounding the FIND spoil areas is state owned. The goals of this project are: (1) remove 2.65 acres of exotic vegetation and excavate the infested uplands to wetland elevations to provide additional habitat for fish and wildlife; (2) stabilize two inlets to the wetland basins and connect the two wetland basins via a historic mangrove ditch to improve flushing to the mangrove community; and (3) provide public access and promote environmental education and recreational opportunities.

The project includes the excavation of impacted uplands to create 2.01 acres of wetland basins and 0.22 acres of mangroves, and the restoration 0.88 acres of mixed wetland hardwoods, and the enhancement of 6.00 acres of existing mangrove habitat. In addition, limerock riprap will be placed at the inlets for stabilization and potential oyster habitat. Public access features include an observation tower, picnic tables and an informational kiosk.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the Palm Beach County Board of County Commissioners that the project described above be authorized,

AND, be it further resolved that said Palm Beach County Board of County Commissioners make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said Palm Beach County Board of County Commissioners.

AND, be it further resolved by the Palm Beach County Board of County Commissioners that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said Palm Beach County Board of County Commissioners for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Palm Beach County Board of County Commissioners at a legal meeting held on this _____ day of 20__.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By /s/ Scott Stone
Scott A. Stone
Assistant County Attorney

ATTEST:
SHARON R. BOCK,
COMMISSIONERS
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor
Palm Beach County Board of County
Commissioners

(SEAL)

APPROVED AS TO TERMS AND CONDITIONS:

By: Deborah Drum
Deborah Drum, Director
Environmental Resources Management

(3)