

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 19, 2023 Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Sovereignty Submerged Lands Lease Renewal with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF) for approximately 32,596 square feet of submerged lands at Juno Beach Park for an additional five year term from April 2, 2022 through April 2, 2027 at an initial annual rent of \$6,255.17.

Summary: The County owns the Juno Beach Pier which was constructed over sovereign lands of the State of Florida and open to the public in 1999. On March 12, 2019, the Board of County Commissioners (Board) entered into a five year Lease Agreement (R2019-0376) with the Loggerhead Marinelifelife Center, Inc. for the management and operation of the Juno Beach Pier. The Board initially approved a five (5) year Sovereignty Submerged Lands Lease (Lease) with TIITF for the lands under the Juno Beach Pier on October 7, 1997 (R97-1464D) which has been renewed four times each for a period of five (5) years (R2002-0674, R2007- 1543, R2012-1386 and R2017-1035). The leased area covers approximately 32,596 square feet (0.75 acres) of sovereign submerged lands. This lease renewal will retroactively extend the term of the lease for five (5) years from April 2, 2022 through April 2, 2027. The initial annual rent is \$6,255.17, with annual increases pursuant to Rule 18-21.011, Florida Administrative Code provisions. All lease fees and expenses are budgeted by the Parks and Recreation Department (Parks) under its annual operating expenses for Juno Beach Park. Parks will continue to have administrative responsibility for this lease. **(Property & Real Estate Management) District 1 (HJF)**

Background and Justification: The Lease allows the County to operate a public fishing pier and a non-water dependent bait shop and vending area. The Lease contains specific stipulations related to turtle nesting season which runs from March 1 through October 31. The pier shall be closed to the public from sunset through one (1) hour before sunrise. Use of interior/exterior lighting to illuminate the surface of the water is prohibited, except as required by the U.S. Coast Guard. This lease renewal requires the County to maintain information signs regarding hooking turtles, to provide medical care to injured sea turtles, and remove discarded fishing gear from submerged lands quarterly. Staff received the approval of the Submerged Lands Lease Renewal from TIITF on August 1, 2023, and placed the lease renewal on the first available agenda.

- Attachments:**
1. Location Map
 2. Sovereignty Submerged Lands Lease Renewal (2)
 3. Budget Availability Statement

Recommended By: *[Signature]* 9/29/23
 Department Director **Date**

Approved By: *[Signature]* 9/11/23
 County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$6,256</u>	<u>\$6,256</u>	<u>\$6,256</u>	<u>\$6,256</u>	<u>\$6,256</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$6,256</u>	<u>\$6,256</u>	<u>\$6,256</u>	<u>\$6,256</u>	<u>\$6,256</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No


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

Budget Account No: Fund 0001 Dept 580 Unit 5110 Object 4401
 Program _____

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

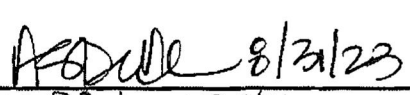
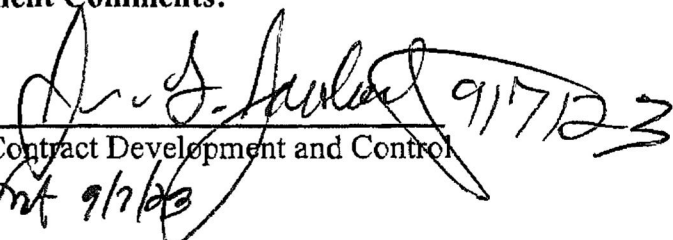
Funding is currently budgeted for FY 2023. Funding for 2024 and future years will be budgeted through the annual budget process.

Fixed Asset Number NA

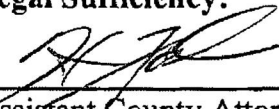
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> 8/31/23 OFMB <u>DO 3/31 MD 8/31</u> CB 8/31</p>	<p><u></u> 9/17/23 Contract Development and Control mt 9/17/23</p>
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B. Legal Sufficiency:

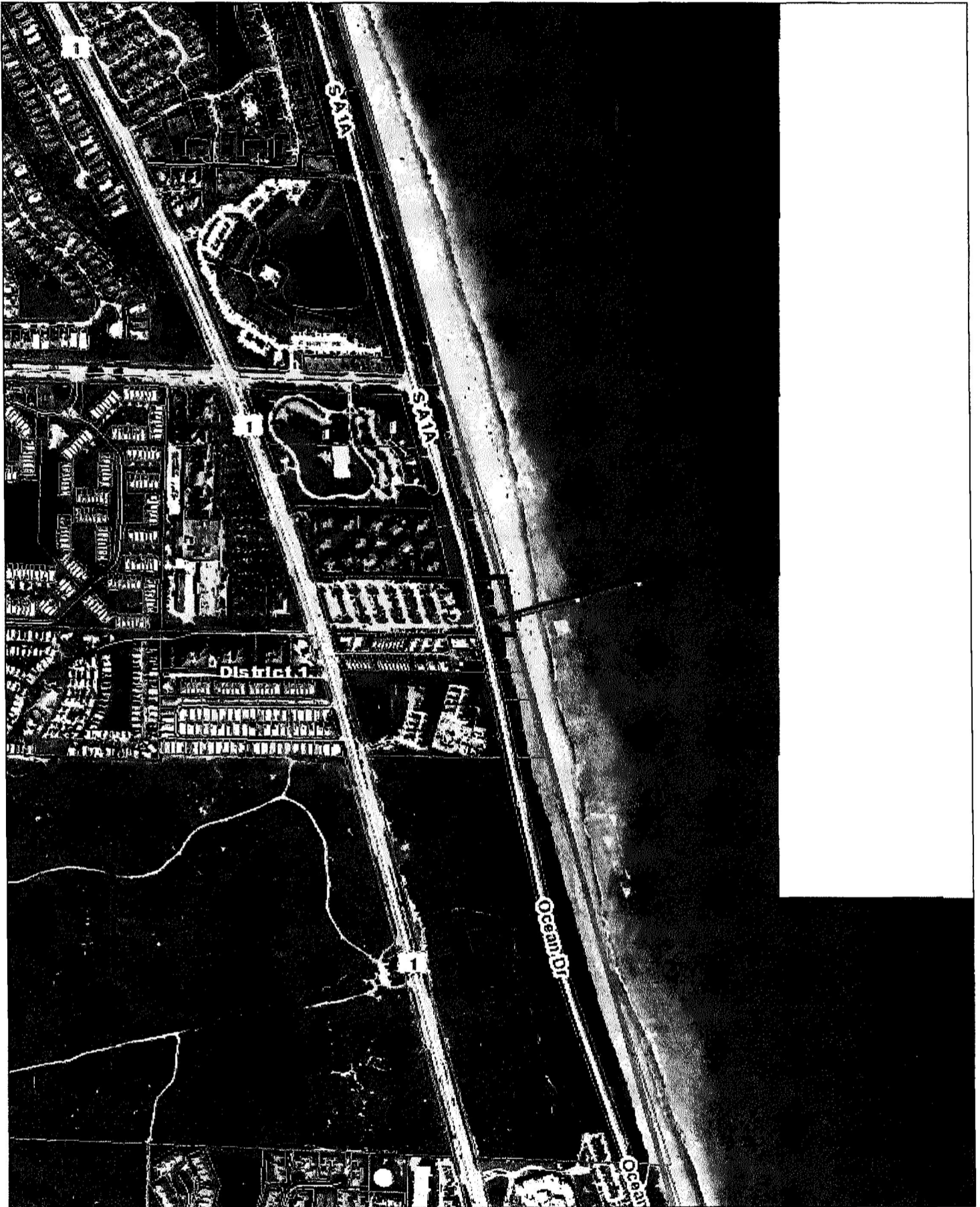
 9/14/23
 Assistant County Attorney

C. Other Department Review:

Paul Connel 
 Department Director

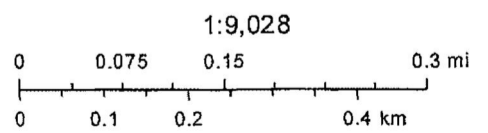
This summary is not to be used as a basis for payment.

LOCATION MAP



August 7, 2023

ATTACHMENT # 1



Attachment # 2
Sovereignty Submerged Lands Lease Renewal
2 copies @ 15 pages each

This Instrument Prepared By:
Raelene Lenox
Action No. 45069
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 502637596

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

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Palm Beach County, Florida, hereinafter referred to as the Lessee, the sovereignty lands defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in
Section 21, Township 41 South, Range 43 East, in Juno Beach,
Palm Beach County, Florida, containing 32,596 square feet, more or less,
as is more particularly described and shown on Attachment A, dated May 2, 1997.

TO HAVE THE USE OF the hereinabove described premises from April 2, 2022, the effective date of this lease renewal, through April 2, 2027, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a public fishing pier and non-water dependent bait shop and vending area to be used exclusively for fishing and passive recreational activities only in conjunction with an upland county park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 27, as shown and conditioned in Attachment A and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 502637596, dated April 2, 1997, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$6,255.17, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

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

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

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

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

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

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

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

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

Palm Beach County Florida
c/o Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461

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

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

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

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

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

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

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

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

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

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

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

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

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

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

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

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

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

29. SPECIAL LEASE CONDITION(S):

A. The Lessee agrees to the following specific stipulations during the period of March 1 through October 31 (the turtle nesting season) of each year during the term of this lease and any renewals:

1. The pier shall be closed to the public by means of barriers until one hour before sunrise;
2. The use of the interior/exterior lighting to illuminate the surface of the water shall be prohibited, except lighting as required by the U.S. Coast Guard for navigational safety for construction or operation of the pier; and

3. No construction, operation transportation, or storage of equipment or material shall occur on the nesting beach seaward of the crest of the dune and landward of a point located 500 feet east (waterward) of the mean high water line of the Atlantic Ocean during the marine turtle nesting season. Construction activity shall only occur between sunset and sunrise, no pile driving shall occur within 100 feet of the mean high water line of the Atlantic Ocean, and any anchored vessels associated with the construction of the pier shall remain at least 500 feet east (waterward) of the mean high water line of the Atlantic Ocean and shall use the minimal illumination necessary to comply with the U.S. Coast Guard navigational and safety requirements.

B. The Lessee agrees to maintain informational displays which describe the appropriate procedures to be followed in the event of hooking or snagging a marine turtle. These displays shall be located along the main access pier, at the pier entrance, and at the adjacent dune crossover to the north of the pier.

C. The Lessee agrees to provide adequate medical care for all injured, stranded, or captured marine turtles in the following manner:

1. Contract with a Florida Fish and Wildlife Conservation Commission approved veterinarian to provide adequate medical care for injured marine turtle; and
2. Maintain sufficient holding tanks or available space at a Florida Fish and Wildlife Conservation Commission authorized captive and rehabilitation facility located near the pier and implement the approved stranding and salvage plan as required in Special Approval Condition 3 (a) of the State of Florida Department of Environmental Protection General Notice Permit No. 502637596, dated June 13, 1996.

D. The Lessee shall physically inspect the submerged portions of the pier and surrounding ocean bottom within 100 feet of the pier for discarded fishing gear on a calendar quarter basis. The Lessee shall remove and dispose of all discarded fishing gear in an appropriate upland location.

E. The Lessee shall provide an annual written report containing the results of all monitoring efforts and statistical analysis of the nesting survey data set for the initial five year following construction as required in State of Florida Department of Environmental Protection General Notice Permit No. 502637596 dated, June 13, 1996. The Lessee shall also provide an annual written report containing the results of dates and actions taken in association with all hook and line strandings from the pier, descriptive results and dates of submerged survey for discarded fishing gear, and the names of all personnel involved in marine turtle activities. All reports shall be submitted to the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street - 6A, Tallahassee, Florida 32399-1600 (Phone 850-922-4330) on or before March 1 of each year during the term of this lease, beginning March 1, 2008.

F. All marine turtle monitoring surveys and stranding and salvage activities shall be conducted only by persons listed on a valid permit issued by the Florida Fish and Wildlife Conservation Commission, pursuant to Chapter 68E-1, Florida Administrative Code.

G. Any request for changes to the conditions contained in this lease must be approved by the Lessor and cannot be approved pursuant to delegations of authority from the Lessor to the State of Florida Department of Environmental Protection.

[Remainder of page intentionally left blank; Signature page follows]

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

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Original Signature

Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____
20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Lois LaSeur
DEP Attorney

5/3/2022
Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

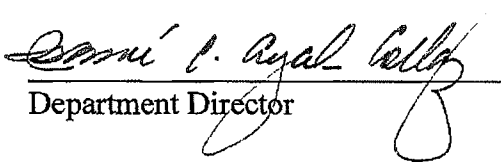
Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization this _____ day of _____, 20____, by Gregg K. Weiss as Mayor, for and on behalf of Board of County Commissioners of Palm Beach County, Florida. He is ___ personally known to me or ___ who has produced _____, as identification.

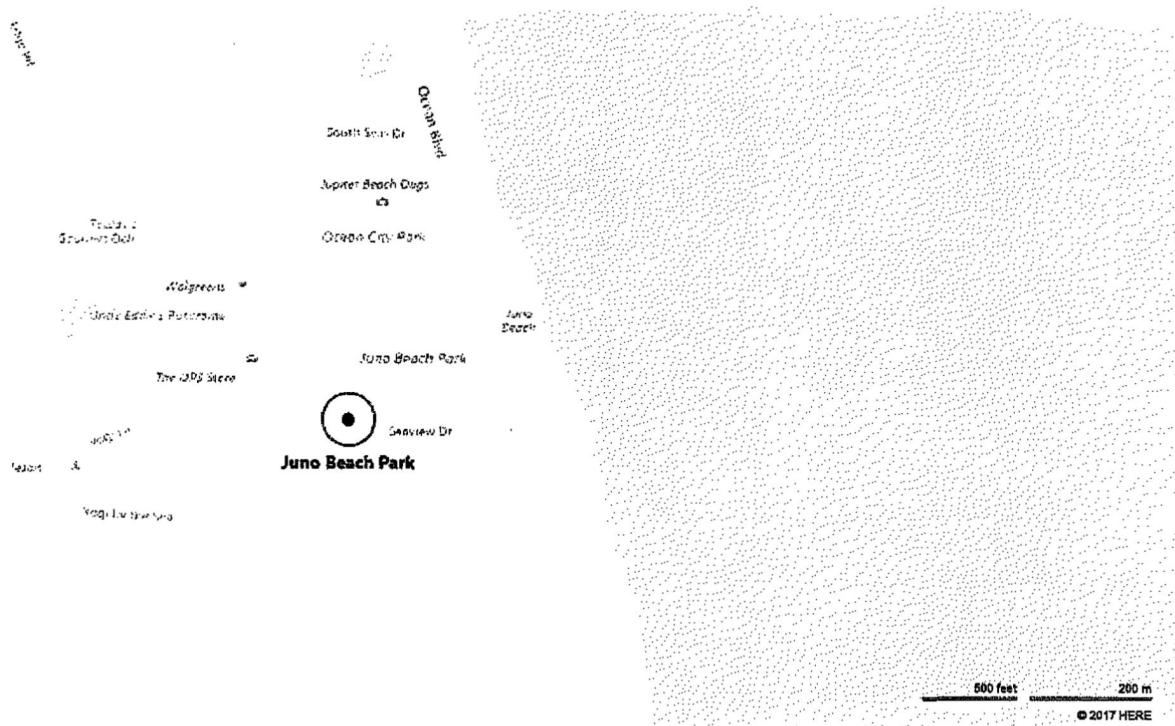
My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



14775 Us Highway 1, Juno Beach, FL 33408

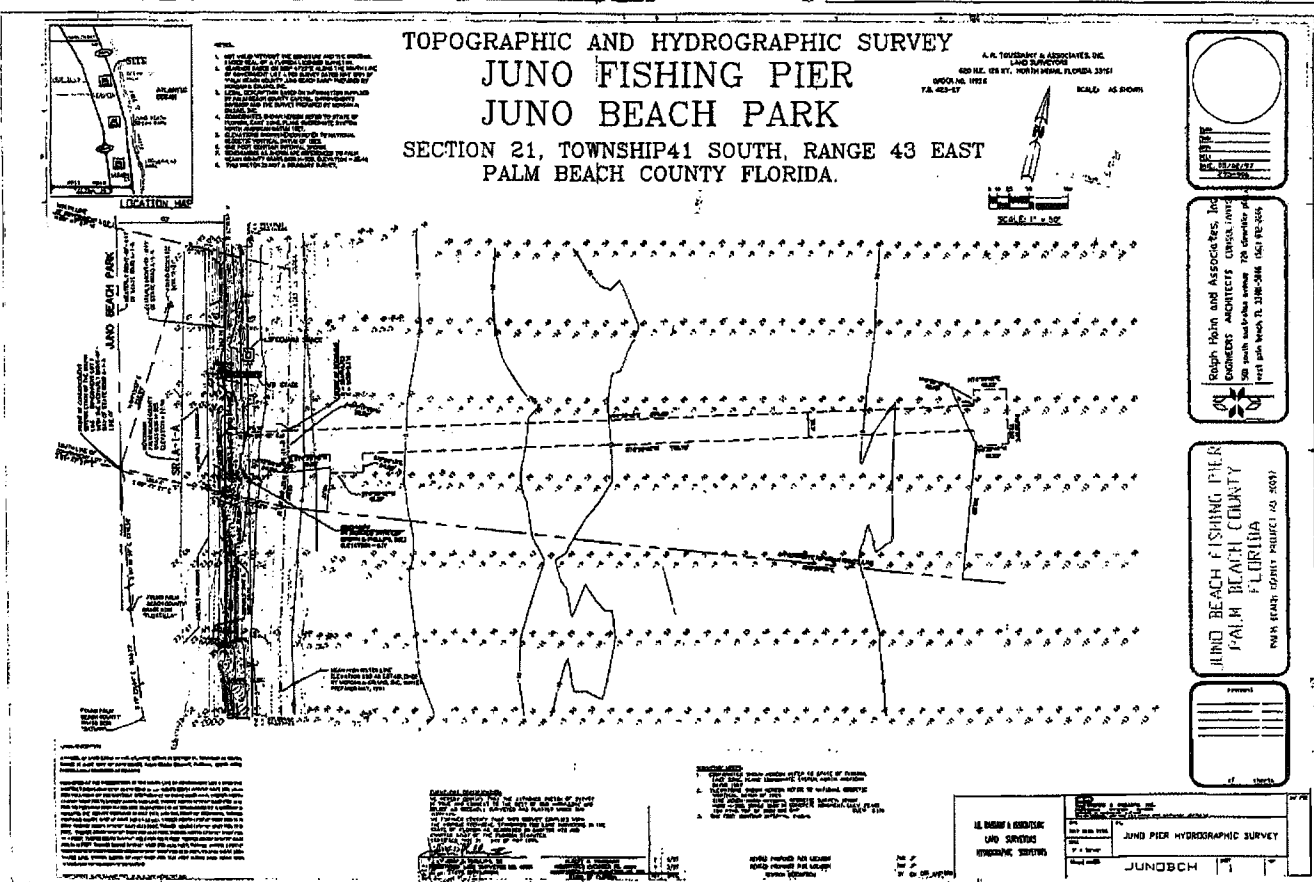
LEGAL DESCRIPTION:

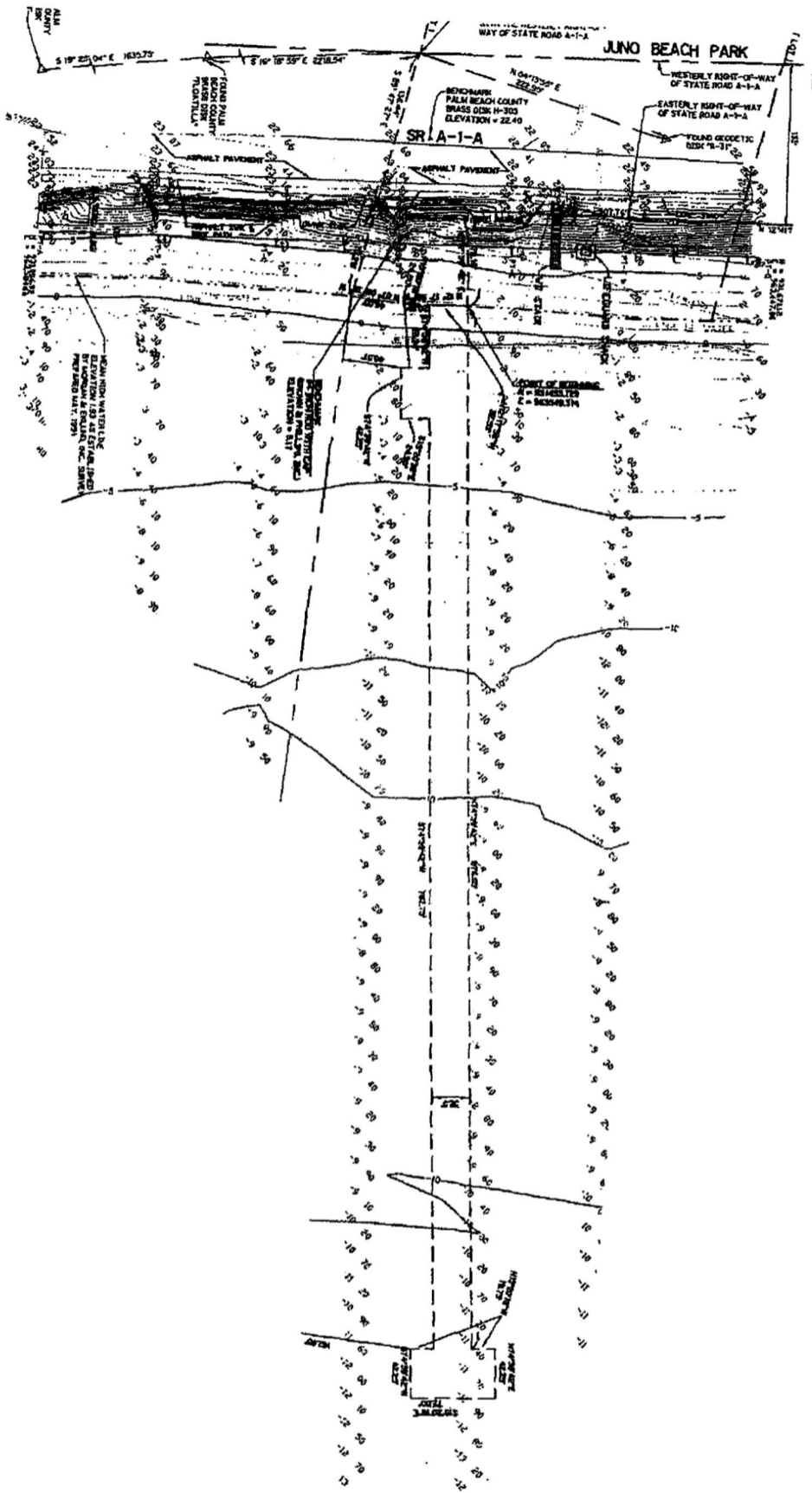
E=96'

A PARCEL OF LAND LYING IN THE ATLANTIC OCEAN IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, CITY OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 1 WITH THE WESTERLY RIGHT-OF-WAY OF STATE ROAD A-1-A; THENCE SOUTH 89°47'27" EAST FOR 136.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE ROAD A-1-A; THENCE NORTH 12°41'07" WEST FOR 78.53 FEET ALONG SAID LINE; THENCE NORTH 74°39'42" EAST FOR 79.16 FEET TO THE MEAN HIGH WATER LINE (ELEVATION 1.93 AS ESTABLISHED BY A MORGAN & ECKLUND, INC. SURVEY PREPARED IN MAY 1991) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 74°39'42" EAST FOR 876.65 FEET; THENCE NORTH 15°20'18" WEST FOR 19.75 FEET; THENCE NORTH 74°39'42" EAST 42.25 FEET; THENCE SOUTH 15°20'18" EAST FOR 72.00 FEET; THENCE SOUTH 74°39'42" WEST FOR 42.25 FEET; THENCE NORTH 15°20'18" WEST FOR 19.75 FEET; THENCE SOUTH 74°39'42" WEST FOR 782.75 FEET; THENCE SOUTH 15°20'18" EAST FOR 24.50 FEET; THENCE SOUTH 74°39'42" WEST FOR 42.25 FEET; THENCE NORTH 15°20'18" WEST FOR 24.50 FEET; THENCE SOUTH 74°39'42" WEST FOR 53.38 FEET, TO SAID MEAN HIGH WATER LINE; THENCE NORTH 12°17'58" WEST FOR 32.55 FEET ALONG SAID MEAN HIGH WATER LINE TO THE POINT OF BEGINNING.

CONTAINING 32,596 SQUARE FEET (0.748 ACRES) MORE OR LESS.





Attachment A
 Page 12 of 15 Pages
 Sovereignty Submerged Lands Lease No. 502637596

File 31200

This Quit-Claim Deed, Executed this 10th day of February, A. D. 1973, by A. J. LAND, JR., Individually and as Trustee, joined by his wife LYNNE C. LAND first party, to COUNTY OF PALM BEACH, a political subdivision of the State of Florida,

whose postoffice address is Post Office Box 1989, West Palm Beach, Florida

second party

whomsoever and hence the terms "first party" and "second party" shall include singular and plural, male, legal or natural persons, and names of individuals, and the names and names of corporations, wherever the context so admits or requires.)

That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Quit-Claim Deed is being executed, delivered and recorded to confirm that certain final judgment dated February 8, 1973, relative to Palm Beach County vs. A. J. Land, Jr., Trustee, Civil Action No. 73 8 CA(L)01 - Stewart, in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.



To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the said second party, unto, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Signatures of A. J. Land, Jr. and Lynne C. Land. A. J. Land, Jr. individually as trustee, Lynne C. Land.

STATE OF GEORGIA COUNTY OF FULTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared A. J. LAND, JR., Individually and as Trustee, joined by his wife, Lynne C. Land, to me known to be the person so described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of February, A. D. 1973

Notary Public My Commission Expires: Notary Public, Georgia My Commission Expires Feb. 2, 1974

EE2130 PAGE 424 EE2136 PAGE 1606

This instrument prepared by:

Address

RETURN TO: RICHARD D. HOLT, GUNSTER, YOAKLEY, CRISER, STEWART & MERSEY, FIRST NATIONAL BANK BUILDING, PALM BEACH, FLORIDA

This Instrument Was Prepared By RICHARD D. HOLT, GUNSTER, YOAKLEY, CRISER, STEWART & MERSEY, First National Bank Building, Palm Beach, Florida 33480

73 MAR 23 PM 3:11 73 MAR 8 PM 3:20

Handwritten notes: 1000, 1500, 2000, 2500, 3000, 3500, 4000, 4500, 5000, 5500, 6000, 6500, 7000, 7500, 8000, 8500, 9000, 9500, 10000

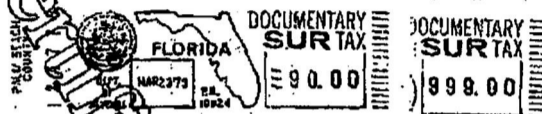
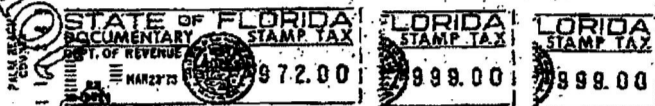
EXHIBIT "A"

The South 300 feet of Government Lot 1, lying east of the right of way of State Road 5 (U.S. No. 1) and subject to right of way of State Road A-1-A, formerly State Road 5, Section 21, Township 41 South, Range 43 East.

AND

Government Lot 1, Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, less the South 717.75 feet thereof as measured parallel to the South line of Government 2601. Also described as:

Government Lot 1, Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, less the South 717.75 feet thereof and also less the right of way of old State Road No. 5 as now laid out and in use.



Topical
copy

Recorded in O & Book 18
Record verified
Palm Beach County, Fla.
John S. Swain
Clerk Circuit Court

Recorded in O & Book 18
Record verified
Palm Beach County, Fla.
John S. Swain
Clerk Circuit Court

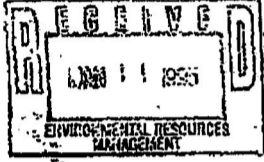
REC-2133 PAGE 1607

REC-2130 PAGE 425

Attachment C.

ENV. RES. ADMIN.

Records
 Grants & Vouchers
 Exp. Review
 Monthly Control
 Other Receipts
 Final
 Asst. City Admin.
 Copy File



Juno Beach Park

P.D.C.P.A. - PALM SYSTEM - JULY 22, 1992 - 15:03:55 HOURS
 PARCEL - CY 00 RG 43 TWP 41 SEC 21 SUB 00 BLK 001 LOT 0011 OPR-ID 000
 ASSN: YEAR ADDED 80
 TYPE DATE MAINT 05/12/86 CORR
 NAME PALM BEACH COUNTY DATE MAINT 06/06/88 DCC
 ADDR1 GOVERNMENTAL CENTER DATE MAINT 12/15/83 AUTO
 ADDR2 301 N OLIVE AVE DATE MAINT 05/07/82
 ADDR3 WEST PALM BEACH FL ZIP 334014791 HOMESTEAD RECEIPT # 0000000
 SALE DATE 0169 PRICE 115000 BOOK 1717 PAGE 1528 TTP I INST 00 QUAL ''
 LEGAL 21-41-43, S 300 FT OF GOV LT 1
 LYC ELY OF US HWY 1 AS IN
 OR2130P424

CMC 14 MMC 00 DDC EXC 11 %EXC 0.0 TPR MTC CTFNO 00 -
 PUC 046 T-CONDO OWN 0 RENT LEASE INFO ACRES 0.00 SCHX
 HOME 0 WIDOW 0 DISAB 0 OTHER 2238832 SCHOOL 2238832
 ASSDVAL 0 SYSTVAL 2230032 LANDVAL 2173500 BLDGVAL 65332
 LANDMKT 0 CONSVL 0 ENERGY 0 EAA EAA ACRES 0.00
 SCRIP PRT(PF10) ADD(PF13) CHANGE(PF15) QUERY(PF22) DELETE(PF8) MENU(PF24)
 MESSAGE

Attachment 3
Budget Availability Statement
Page 1 of 1

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 08/07/2023 REQUESTED BY: Victor Bactawar

PHONE: 561-233-0213

FAX: 561-233-0210

PROJECT TITLE: Juno Beach Sovereignty Submerged Lands Lease

PROJECT NO.: 2023-5.010

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$6,255.17</u>	<u>\$6,255.17</u>	<u>\$6,255.17</u>	<u>\$6,255.17</u>	<u>\$6,255.17</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$6,255.17</u>	<u>\$6,255.17</u>	<u>\$6,255.17</u>	<u>\$6,255.17</u>	<u>\$6,255.17</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER

FUND: 0001

DEPT: 580

UNIT: 5110

OBJ: 4401

SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

Ad Valorem (source/type: _____)

Non-Ad Valorem (source/type: _____)

Grant (source/type: _____)

Park Improvement Fund (source/type: _____)

General Fund

Operating Budget

Federal/Davis Bacon

Department: Parks and Recreation

BAS APPROVED BY: 

DATE: 8/8/23

ENCUMBRANCE NUMBER: