

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

**Meeting Date:** April 3, 2012 (X) Consent ( ) Regular  
( ) Ordinance ( ) Public Hearing

**Department**

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

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

**A) approve** a 25-year Sovereignty Submerged Lands Lease with the Florida Department of Environmental Protection for the management of approximately 3.8-acre area of State-owned, Sovereignty Submerged Lands adjacent to the County's Delaware Scrub Natural Area; and

**B) authorize** the County Administrator, or his designee, to sign all future time extensions, and other forms associated with this lease and necessary minor amendments that do not change the terms and conditions of the lease.

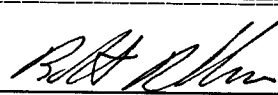
**Summary:** This fee-waived lease provides for the long-term management and maintenance of a 3.8-acre area of State-owned Sovereignty Submerged Lands adjacent to the County's Delaware Scrub Natural Area. This 25-year lease will allow the County to manage the area as part of the natural area and enforce the provisions of the County's Natural Areas Ordinance (No. 94-13) as amended. The only fiscal impact to the County will be the cost to record the document (estimated cost of \$146.00). Management of the additional 3.8 acres of relatively exotic-free mangrove habitat will be accomplished with existing Delaware Scrub management staff and volunteers, resulting in no additional fiscal impact to the County. District 1 (SF)

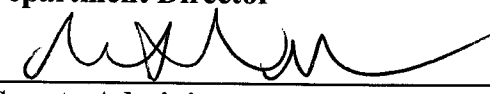
**Background and Justification:** In 2005, the County and Town of Jupiter (Town) partnered to acquire the Delaware Scrub Natural Area. The eastern portion of the natural area contains a well functioning coastal mangrove swamp which supports many of Florida's wading birds, and which provides habitat for a variety of estuarine invertebrates and fishes. This mangrove community extends beyond the County-owned and Town-owned natural area into State-owned Sovereignty Submerged Lands. The County desires to manage the State-owned mangrove area in conjunction with the natural area to help maintain and protect the existing mangrove community and its associated plants and animals. Management activities within the lease area will include the removal of trash and debris, exotic or invasive vegetation, and enforcement of the Natural Areas Ordinance should staff observe anyone causing adverse impacts to the leased mangrove area.

**Attachments:**

- 1. Sovereignty Submerged Lands Lease
- 2. Lease area location map

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**Recommended by:**  3/8/12  
**Department Director** **Date**

**Approved by:**  3/17/12  
**County Administrator** **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$146.00</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$146.00</u>	_____	_____	_____	_____

# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund 1226 Agency 380 Org. 3162 Object 4921  
 Program Code E407  
 Task X016 Subtask NDES Task Order 025

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

Only fiscal impact to this item is the required recording fee

**C. Department Fiscal Review:** *AP*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Administrator Comments:**

*[Signature]*  
 OFMB  
 JB  
 3/14

*[Signature]*  
 Contract Administrator  
 3-22-11 B. Wheeler

**B. Legal Sufficiency:**  
*[Signature]*  
 Assistant County Attorney

The Lease has a retroactive effective date.

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

This Instrument Prepared By:  
James Wright  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 500345936  
PA NO. 50-0299431-001

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 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 described as follows:

A parcel of sovereignty submerged land in Section 02, Township 41 South, Range 42 East, in Jones Creek, Palm Beach County, containing 225,551 square feet, more or less, as is more particularly described and shown on Attachment A, dated June 24, 2010.

TO HAVE THE USE OF the hereinabove described premises for a period of 25 years from May 2, 2011, the effective date of this lease. 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 construct and operate a covered observation platform and access boardwalk, and to operate, preserve, and maintain the Delaware Scrub Natural Area exclusively to be used for passive recreational activities in conjunction with an upland county park, without fueling facilities, without a sewage pumpout facility, and without liveboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the South Florida Water Management District Environmental Resource Standard General Permit No. 50-09088-P, dated June 17, 2009, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or first 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. 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 South Florida Water Management District Environmental Resource Standard General Permit. 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. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, 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.

4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals 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.

5. 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.

6. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain the interest 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, and if such interest is terminated, the lease may be terminated at the option of the Lessor. 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 and 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.

7. 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 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.

8. INDEMNIFICATION/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.

9. 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 (DERM)  
% Director  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411

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.

10. 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.

11. 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.

12. 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.

13. 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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

14. 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.

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

16. 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 Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or 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 Lessee and Lessee's successors in title or successors in interest.

17. 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 9 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.

18. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 17 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.

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

20. 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.

21. 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 facility.

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

23. 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.

24. 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.

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

26. 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.

27. SPECIAL LEASE CONDITION: The Lessee and the Town of Jupiter hold title to the riparian upland property located adjacent to the leased premises as tenants in common. The Lessee acknowledges that each co-owner of the riparian upland property has an equal right to possession. In the event that any part of any structure or activity authorized hereunder is determined by a final adjudication of a court of competent jurisdiction to infringe upon the riparian rights of the Town of Jupiter, this lease shall automatically and immediately terminate, unless the Town of Jupiter becomes a co-lessee under this lease. Upon termination of this lease, the Lessee hereby agrees to release all of its right, title and interest in and to the leased premises.

WITNESSES:

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

Original Signature \_\_\_\_\_

(SEAL)

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

BY:

Jeffery M. Gentry, Operations and Management Consultant  
Manager, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the State  
of Florida

Original Signature \_\_\_\_\_

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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

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

APPROVED AS TO FORM AND LEGALITY:

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

DEP Attorney \_\_\_\_\_

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

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

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

WITNESSES:

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

Approved as to legal form: [Signature]  
Shannon Fox, Assistant County Attorney

BY: \_\_\_\_\_  
Original Signature of Executing Authority

Approved as to terms & conditions: [Signature]  
Robert Robbins, Director, Env. Resource Management

Shelley Vana \_\_\_\_\_  
Typed/Printed Name of Executing Authority  
Chair \_\_\_\_\_  
Title of Executing Authority

ATTEST: \_\_\_\_\_  
Sharon R. Bock, Clerk & Comptroller

"LESSEE"

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Shelley Vana as Chair for and on behalf of the Board of County Commissioners of Palm Beach County, Florida. She is personally  
known to me or who has produced \_\_\_\_\_, as identification.

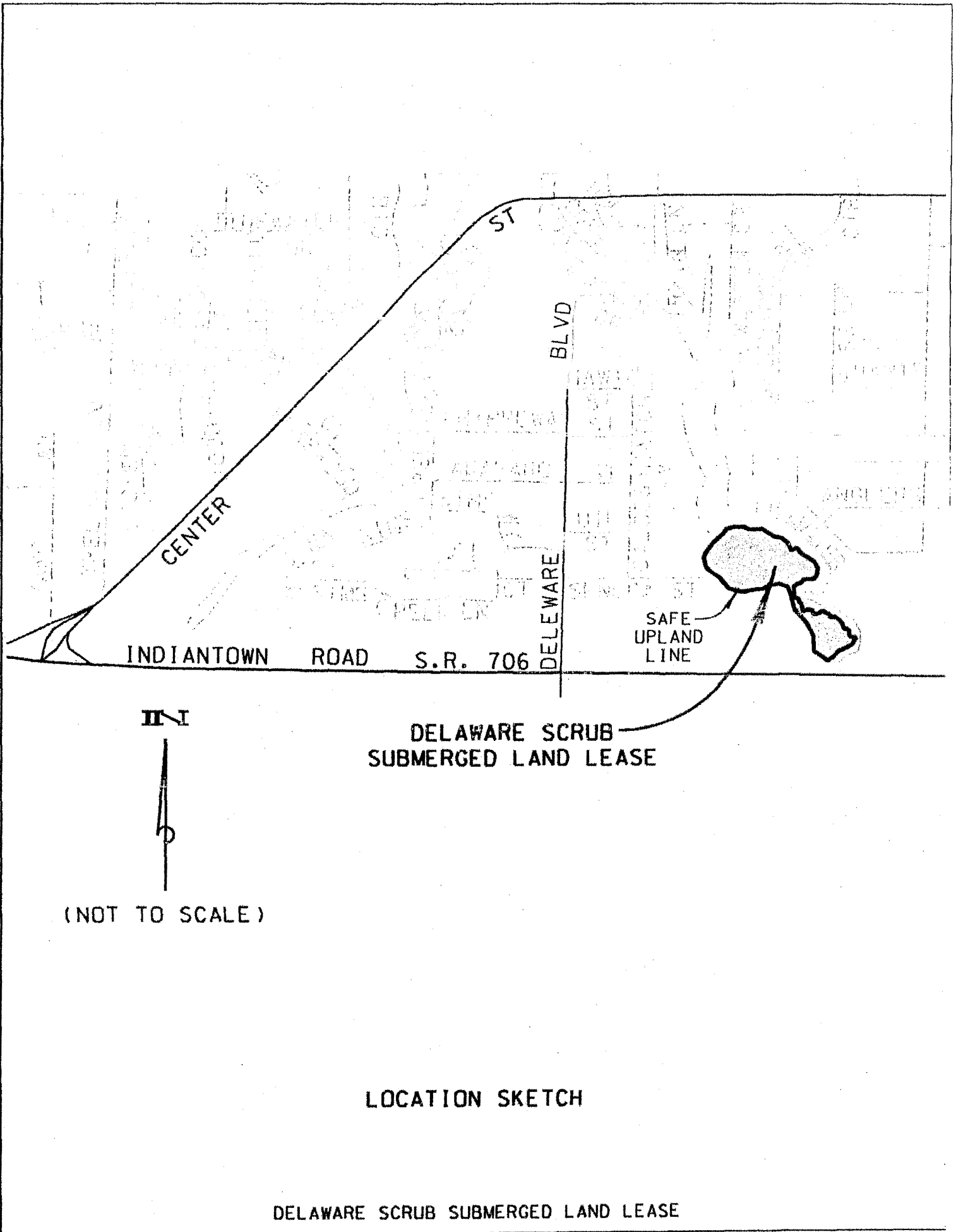
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

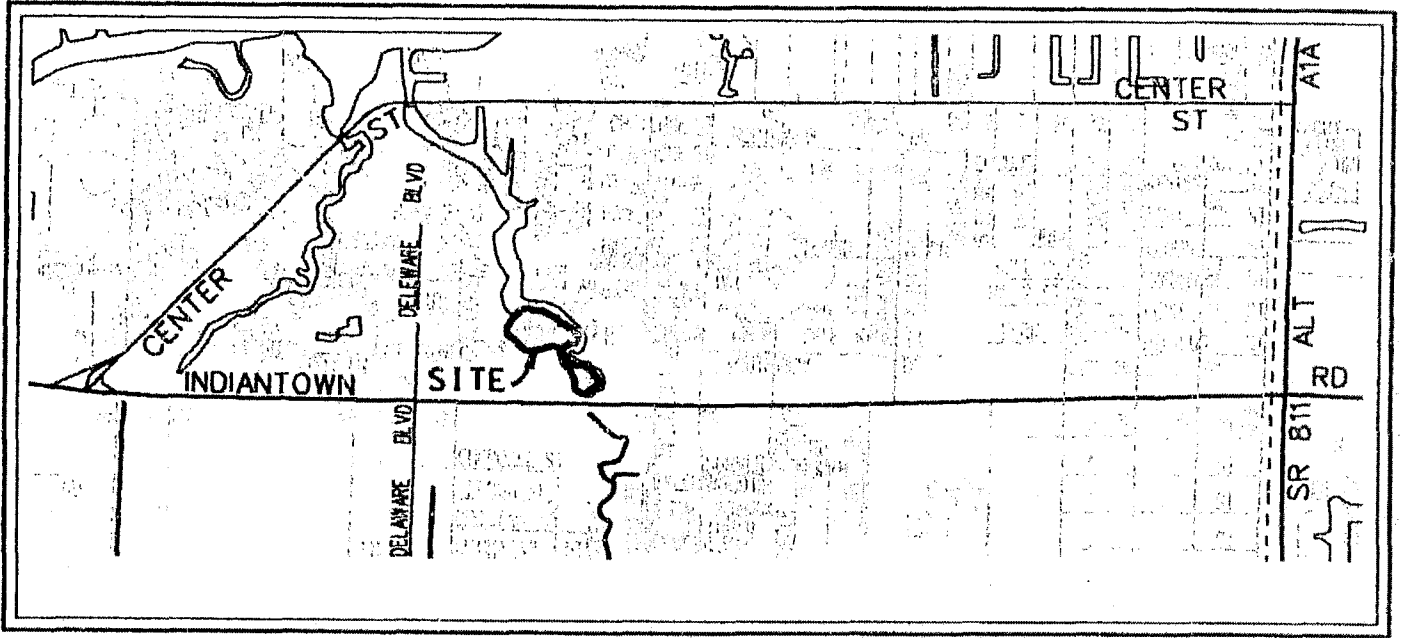
Notary Public, State of \_\_\_\_\_

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

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








**DELAWARE SCRUB  
SUBMERGED LAND LEASE  
PALM BEACH COUNTY PROJECT NO. 2010012-11**

A PARCEL OF LAND FOR SUBMERGED LAND LEASE PURPOSES SITUATED IN JUPITER, FLORIDA, LYING IN SECTION 2, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 42 EAST; THENCE NORTH 89°14'28" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 1103.14 FEET; THENCE NORTH 00°45'32" EAST, A DISTANCE OF 103.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 57°23'40" WEST, A DISTANCE OF 93.11 FEET; THENCE NORTH 04°02'11" WEST, A DISTANCE OF 84.81 FEET; THENCE NORTH 26°00'12" WEST, A DISTANCE OF 78.94 FEET; THENCE NORTH 40°59'17" WEST, A DISTANCE OF 70.69 FEET; THENCE NORTH 46°40'38" WEST, A DISTANCE OF 33.01 FEET; THENCE NORTH 18°57'39" WEST, A DISTANCE OF 50.88 FEET; THENCE NORTH 09°34'04" WEST, A DISTANCE OF 26.99 FEET; THENCE NORTH 22°19'49" WEST, A DISTANCE OF 61.84 FEET; THENCE NORTH 69°40'36" WEST, A DISTANCE OF 55.92 FEET; THENCE SOUTH 79°52'25" WEST, A DISTANCE OF 52.35 FEET; THENCE SOUTH 60°41'36" WEST, A DISTANCE OF 41.28 FEET; THENCE SOUTH 82°57'42" WEST, A DISTANCE OF 65.93 FEET; THENCE SOUTH 76°32'30" WEST, A DISTANCE OF 50.69 FEET; THENCE NORTH 81°05'49" WEST, A DISTANCE OF 38.69 FEET; THENCE NORTH 73°20'37" WEST, A DISTANCE OF 50.29 FEET; THENCE NORTH 40°46'15" WEST, A DISTANCE OF 43.02 FEET; THENCE NORTH 38°03'27" WEST, A DISTANCE OF 42.97 FEET; THENCE NORTH 53°42'57" WEST, A DISTANCE OF 71.05 FEET; THENCE NORTH 48°05'42" WEST, A DISTANCE OF 25.24 FEET; THENCE NORTH 14°36'21" WEST, A DISTANCE OF 61.82 FEET; THENCE NORTH 29°47'16" EAST, A DISTANCE OF 51.60 FEET; THENCE NORTH 38°18'35" EAST, A DISTANCE OF 54.79 FEET; THENCE NORTH 46°21'48" EAST, A DISTANCE OF 70.53 FEET; THENCE NORTH 41°21'10" EAST, A DISTANCE OF 36.80 FEET; THENCE NORTH 76°32'21" EAST, A DISTANCE OF 47.77 FEET; THENCE SOUTH 86°15'56" EAST, A DISTANCE OF 55.76 FEET; THENCE SOUTH 63°44'41" EAST, A DISTANCE OF 30.53 FEET; THENCE NORTH 86°23'48" EAST, A DISTANCE OF 74.34 FEET; THENCE SOUTH 59°02'27" EAST, A DISTANCE OF 81.33 FEET; THENCE SOUTH 72°59'13" EAST, A DISTANCE OF 45.62 FEET; THENCE SOUTH 55°02'40" EAST, A DISTANCE OF 41.27 FEET; THENCE SOUTH 26°58'07" EAST, A DISTANCE OF 55.10 FEET; THENCE NORTH 61°11'21" EAST, A DISTANCE OF 33.35 FEET; THENCE SOUTH 42°04'50" EAST, A DISTANCE OF 46.69 FEET; THENCE SOUTH 61°28'24" EAST, A DISTANCE OF 38.17 FEET;

PROJECT NO. 2010012-11	SHEET 1 OF 7	PROJECT: <b>DELAWARE SCRUB SUBMERGED LAND LEASE</b>		SCALE: 1" = 100' APPROVED: N.J.H. DRAWN: E.A.D. CHECKED: C.W.M. DATE: 5/25/10 FIELD BOOK NO: N/A	REVISION	BY	DATE
		DESIGN FILE NAME S-1-10-3109.DGN	DRAWING NO. S-1-10-3109		1 ADD METL & LABEL PLATFORM	JH	5/24/10
<p align="center"><b>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES</b></p> <p align="center">2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411</p>							

THENCE SOUTH 54°39'39" EAST, A DISTANCE OF 45.51 FEET; THENCE SOUTH 32°42'54" EAST, A DISTANCE OF 48.43 FEET; THENCE SOUTH 17°58'19" WEST, A DISTANCE OF 45.91 FEET; THENCE SOUTH 42°47'17" WEST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 88°24'00" WEST, A DISTANCE OF 55.58 FEET; THENCE SOUTH 39°39'03" WEST, A DISTANCE OF 26.38 FEET; THENCE SOUTH 64°13'23" WEST, A DISTANCE OF 42.91 FEET; THENCE SOUTH 03°20'49" WEST, A DISTANCE OF 44.45 FEET; THENCE SOUTH 19°49'05" EAST, A DISTANCE OF 30.10' FEET; THENCE NORTH 83°29'52" EAST, A DISTANCE OF 18.14 FEET; THENCE SOUTH 08°38'09" EAST, A DISTANCE OF 21.29 FEET; THENCE SOUTH 50°18'15" EAST, A DISTANCE OF 13.09 FEET; THENCE SOUTH 14°36'43" EAST, A DISTANCE OF 45.72 FEET; THENCE NORTH 64°11'28" EAST, A DISTANCE OF 19.49 FEET; THENCE SOUTH 88°23'32" EAST, A DISTANCE OF 34.32 FEET; THENCE SOUTH 36°00'05" EAST, A DISTANCE OF 29.50 FEET; THENCE NORTH 68°20'15" EAST, A DISTANCE OF 50.54 FEET; THENCE SOUTH 64°42'58" EAST, A DISTANCE OF 44.36 FEET; THENCE SOUTH 06°17'46" EAST, A DISTANCE OF 18.85 FEET; THENCE NORTH 68°42'21" EAST, A DISTANCE OF 21.46 FEET; THENCE SOUTH 58°31'45" EAST, A DISTANCE OF 37.47 FEET; THENCE SOUTH 38°59'28" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 16°48'44" EAST, A DISTANCE OF 32.05 FEET; THENCE NORTH 83°16'38" EAST, A DISTANCE OF 23.91 FEET; THENCE SOUTH 13°15'53" EAST, A DISTANCE OF 43.97 FEET; THENCE SOUTH 80°38'35" EAST, A DISTANCE OF 34.59 FEET; THENCE SOUTH 30°10'36" WEST, A DISTANCE OF 46.28 FEET; THENCE SOUTH 62°07'30" WEST, A DISTANCE OF 37.80 FEET; THENCE SOUTH 68°00'41" WEST, A DISTANCE OF 51.68 FEET; THENCE SOUTH 34°49'47" WEST, A DISTANCE OF 31.54 FEET; THENCE SOUTH 60°59'16" WEST, A DISTANCE OF 48.24 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 225,551 SQUARE FEET OR 5.1779 ACRES MORE OR LESS.

### SURVEYOR'S REPORT

THIS IS A SPECIFIC PURPOSE SURVEY DONE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SLERP SURVEY REQUIREMENTS FOR A SUBMERGED LAND LEASE OVER THE SOVEREIGN SUBMERGED LANDS KNOWN AS DELAWARE SCRUB LOCATED IN JUPITER CREEK, SITUATED IN SECTION 2, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

FLORIDA DEPARTMENT OF ENVIRONMENT PROTECTION HAS NOT DETERMINED AN MEAN HIGH WATER LINE FOR THIS PROJECT. WE HAVE BEEN INSTRUCTED TO USE AN ELEVATION OF 0.6 FEET NORTH AMERICAN VERTICAL DATUM (NAVD 1988) ALONG THE NATURAL SHORELINE FOR A SAFE UPLAND LINE.

OUR SURVEY EFFORTS REVEALED THAT THE ENTIRE AREA SHOWN IS BELOW THE 0.6' (NAVD 88) ELEVATION KNOWN AS THE SAFE UPLAND LINE AND THEREFORE WE WOULD CONSIDER THE AREA AS DESCRIBED HEREON AS SOVEREIGN SUBMERGED LANDS.

INFORMATION SHADOWED IN WAS TAKEN FROM THE PLANS PROVIDED BY PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT DIVISION. THE PROPOSED IMPROVEMENTS ARE PLANNED IN CONJUNCTION WITH THE LEASE AND ARE SHOWN FOR INFORMATION PURPOSES ONLY.

SUBMERGED LAND IS CURRENTLY VACANT.

NO WETLAND DETERMINATIONS OR DELINEATION WAS CONDUCTED BY THIS SURVEYOR.

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

THE PROPERTY LINES SHOWN HEREON WERE PLOTTED FROM THE RECORD DEEDS AS SHOWN ON THIS DRAWING AND ARE FOR INFORMATIONAL PURPOSES ONLY.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990) BEARING OF NORTH 89°14'28" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 02, TOWNSHIP 41 SOUTH, RANGE 42 EAST (AS SHOWN ON THIS SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

PROJECT NO. 2010012-11 DRAWING NO. S-1-10-3109 PROJECT: DELAWARE SCRUB SUBMERGED LAND LEASE SHEET 2 OF 7

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

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

THE LOCATION, SIZE AND TREE SPECIES WERE NOT REQUESTED TO BE SHOWN BY THE CLIENT.

LINEAR FOOTAGE AROUND PERIMETER = 2,962.03 FEET.

THIS IS A FIELD SURVEY.

EXISTING PERMANENT STRUCTURES HAVE BEEN LOCATED AND ARE SHOWN ON THIS SURVEY PER THE CLIENT'S REQUEST. ALL APPARENT USAGES (ENCROACHMENTS) ALONG THE BOUNDARY LINES WERE ALSO LOCATED AT THE CLIENT'S REQUEST.

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

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1103B, PAGE 54 - DATED 04/22/10. INSTRUMENTS USED WERE THE TRIMBLE R-8 GPS AND TRIMBLE TDS CONTROLLER.

THE FILE NAMES ARE 2010012-11 (TRIMBLE GPS FILE).

FIELD WORK COMPLETED ON 04/28/2010.

AN RTK GPS SURVEY WAS DONE FOLLOWING ESTABLISHED RTK GPS PROCEDURES HOLDING THE TRIMBLE VRSNOW NETWORK CALIBRATED TO FOUR KNOWN PALM BEACH COUNTY HORIZONTAL (NAD 83, 1990, AS READJUSTED BY PALM BEACH COUNTY IN 1998). GEODETIC CONTROL STATIONS SKY, ADMIRAL, CEN PER, NE 04/41/42 AND FIVE VERTICAL CONTROL STATIONS PISCIVORUS, ADMIRAL, BOAS, CENPER AND, JENKINS IN ORDER TO ESTABLISH STATE PLANE COORDINATES AND ELEVATIONS ON THE GROUND SHOTS TAKEN ON THE ENTIRE SITE. SEE THE GPS FILE 2010012-11 IN THE CONTROLLER FOR ADDITIONAL INFORMATION.

DATE OF AERIAL PHOTO BY OTHERS 01/20/2009 TO 01/25/2009. THIS IS AN ORTHO-IMAGE OR ORTHO-PHOTO. THE PHOTO WAS NOT CONTROLLED, TARGETED OR FIELD VERIFIED BY THE SIGNING SURVEYOR AND IS FOR INFORMATIONAL PURPOSES ONLY.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.0000376

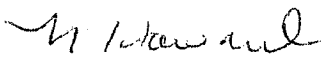
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

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

PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT DIVISION.

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

I HEREBY CERTIFY THAT THE SPECIFIC PURPOSE SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

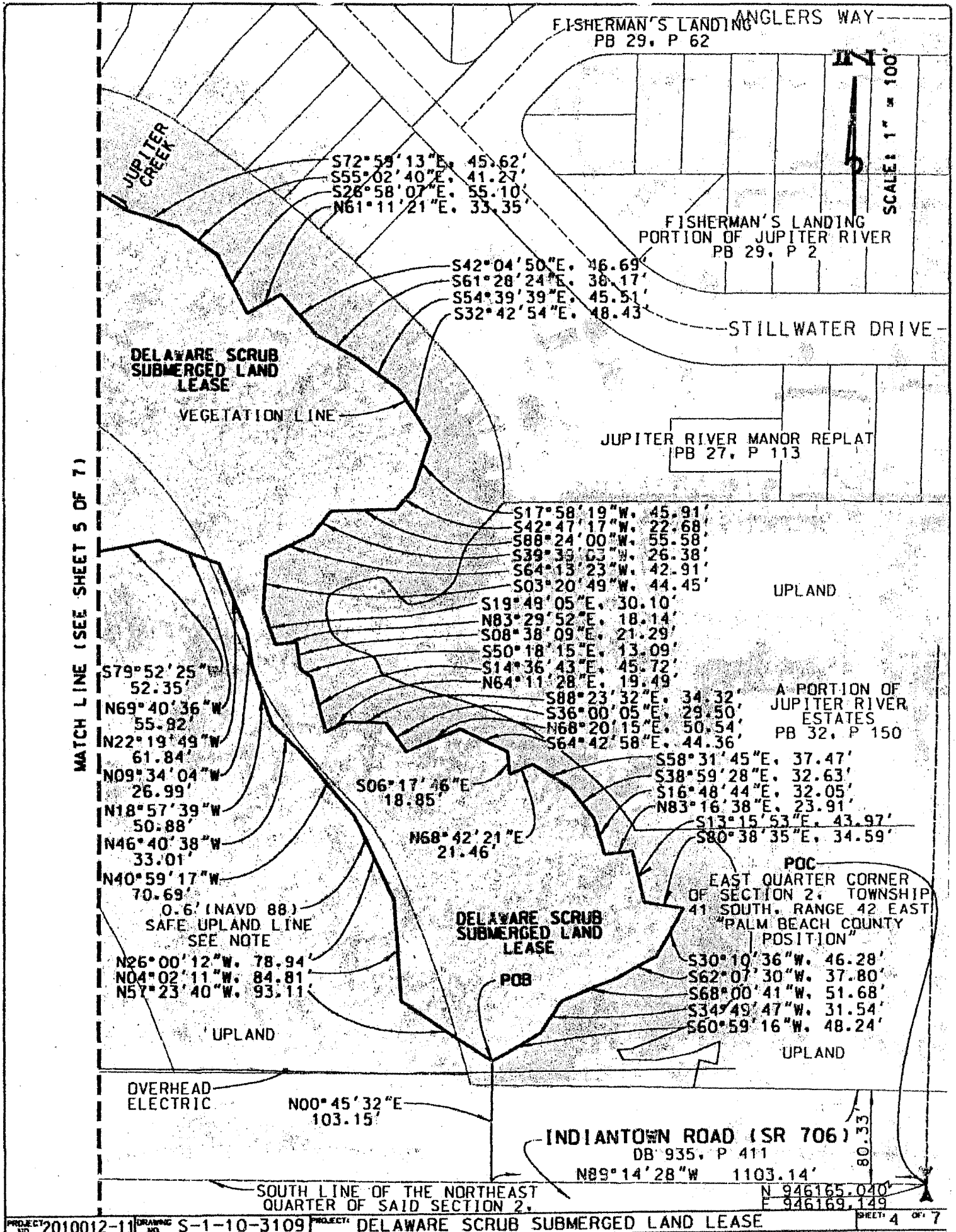


NORMAN J. HOWARD PSM  
FLORIDA CERTIFICATE NO. 5776

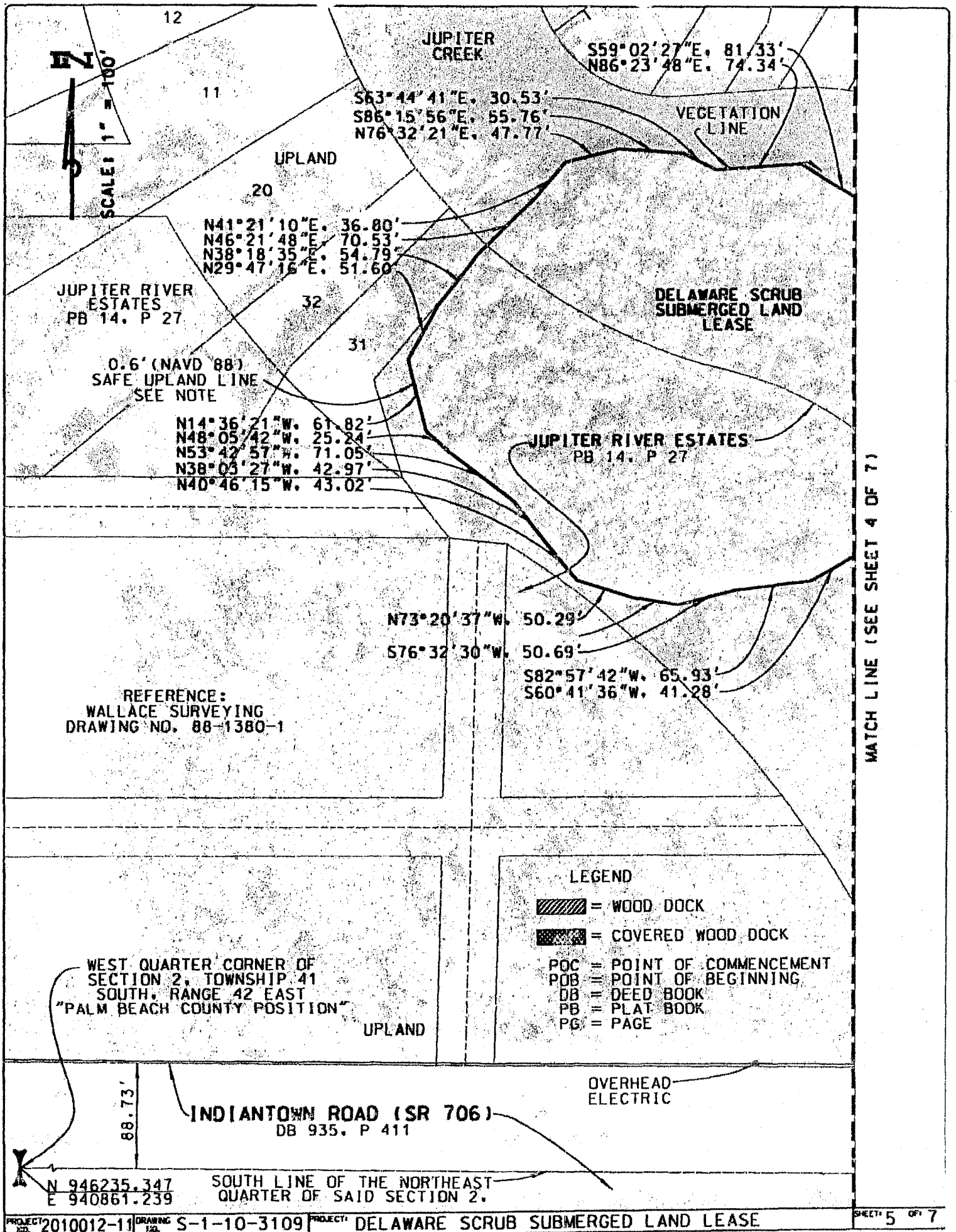
6-24-10

DATE

PROJECT NO. 2010012-11 DRAWING NO. S-1-10-3109 PROJECT DELAWARE SCRUB SUBMERGED LAND LEASE SHEET 3 OF 7

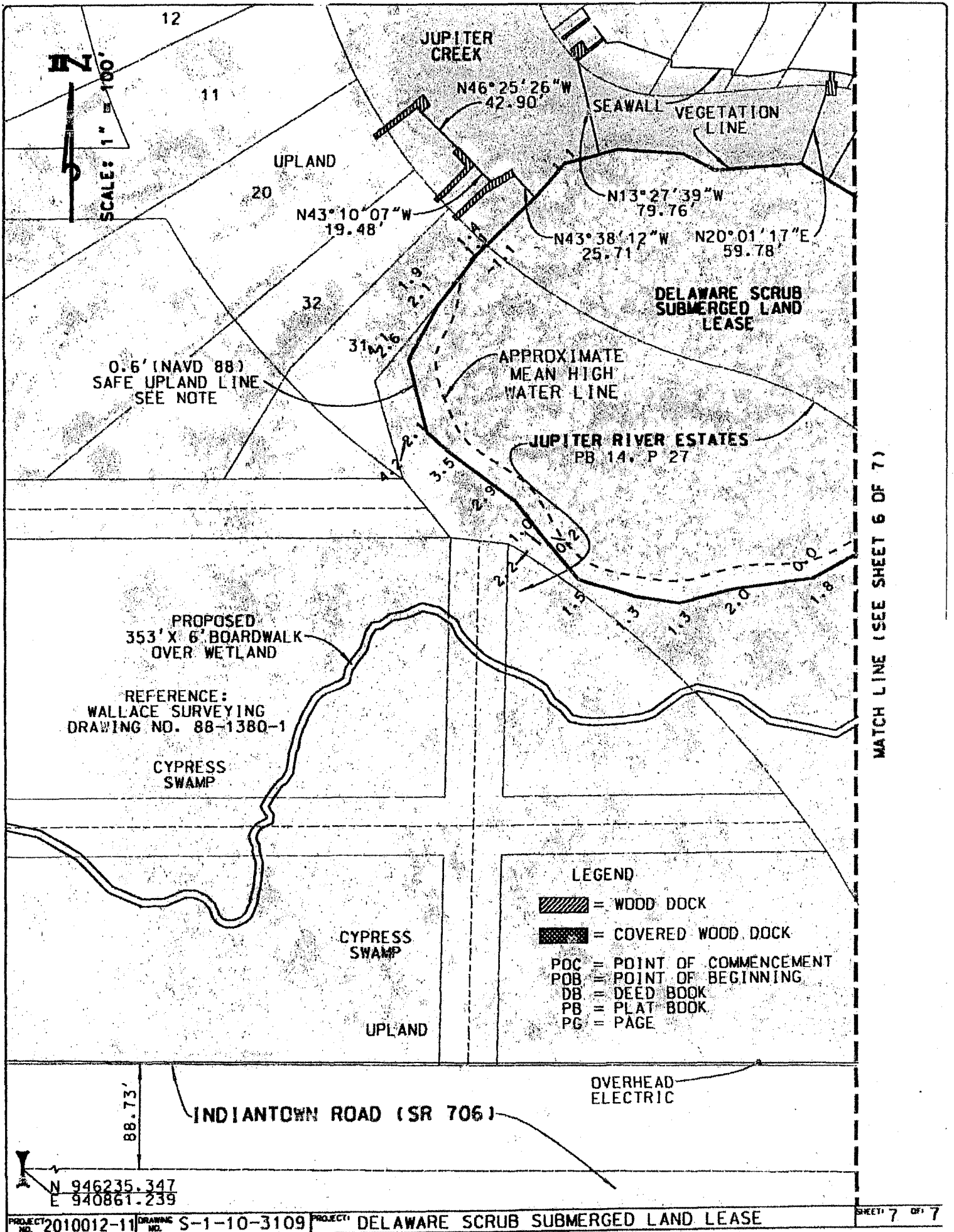


PROJECT NO. 2010012-11 | DRAWING NO. S-1-10-3109 | PROJECT: DELAWARE SCRUB SUBMERGED LAND LEASE | SHEET 4 OF 7



PROJECT NO. 2010012-11 | DRAWING NO. S-1-10-3109 | PROJECT DELAWARE SCRUB SUBMERGED LAND LEASE | SHEET 5 OF 7









CFN 20050325373  
 OR BK 18648 PG 0637  
 RECORDED 05/26/2005 15:15:57  
 Palm Beach County, Florida  
 AMT 10.00  
 Doc Stamp 0.70  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0637 - 639; (3pgs)

WC#22  
 Prepared by and return to:  
 Robert M. Graham, Esq.  
 Gunster, Yoakley & Stewart, P.A.  
 777 South Flagler Drive  
 Suite 500 East Tower  
 West Palm Beach, FL 33401

A portion of Property Tax I.D. 30-42-41-02-02-048-0010

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made this 23<sup>rd</sup> day of May, 2005, by and between **BEV SMYTH, INC.**, a Florida corporation, f/k/a **BEV SMITH FORD, INC.**, a Florida corporation, ("**Grantor**"), whose post office address is Attention: Nicholas S. Smith, 1210 Northlake Boulevard, Lake Park, FL 33408, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, as to an undivided fifty-one percent (51%) interest, and **TOWN OF JUPITER**, a municipal corporation of the State of Florida, as to an undivided forty-nine percent (49%) interest, ("**Grantee**"), whose post office addresses are 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 and 210 Military Trail, Jupiter, Florida 33458 respectively.

**WITNESSETH:**

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to Grantee, its heirs, successors and assigns forever, the following described real property (the "**Property**"), situated in Palm Beach County, Florida, which is more particularly described as:

See Exhibit "A" attached hereto and made a part hereof.

**SUBJECT TO** all easements, restrictions, covenants, limitations, conditions, zoning and use restrictions now in existence and of record, but reference hereto shall not serve to reimpose any of the foregoing.

**TO HAVE AND TO HOLD** the said Property in fee simple forever, together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it specially warrants the title to said Property; and that Grantor will warrant and defend the title to the same against the lawful claims of all persons, claiming by, through or under Grantor, but against none other.

WPB 828039.1

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

BEV SMITH, INC., a Florida corporation, f/k/a BEV SMITH FORD, INC., a Florida corporation

*[Signature]*  
Print Name: Robert M. Graham

*[Signature]*  
By: Nicholas S. Smith  
Its: President

*[Signature]*  
Print Name: Robert M. Graham

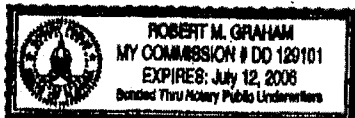
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) )s.s.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2005, by Nicholas S. Smith, as President of BEV SMITH, INC., a Florida corporation, f/k/a BEV SMITH FORD, INC., a Florida corporation, on behalf of said corporation. He  is personally known to me, or  produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

*[Signature]*  
Print or Stamp Name: \_\_\_\_\_  
Notary Public - State of Florida  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



APPROVED BY THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS ON May 3, 2005 R-2005-0927  
*[Signature]*  
County Attorney or Designee

Certified Copy

EXHIBIT "A"

All of Block 93, as shown on the Plat of JUPITER RIVER ESTATES, AN ADDITION TO JUPITER, as recorded in Plat Book 14, Page 27, Public Records of Palm Beach County; together with that portion of West River Drive, according to the Plat of JUPITER RIVER ESTATES, AN ADDITION TO JUPITER, as recorded in Plat Book 14, Page 27, Public Records of Palm Beach County, Florida, as vacated by Ordinance No. 7-80, an ordinance of the Town of Jupiter, Florida, as described in Section 2 of said ordinance and more particularly described as follows: that portion of West River Drive from the ultimate Northerly right of way line of Indiantown Road on the South, to the Easterly right of way line of Oklawaha Avenue, as extended to the North.

LESS AND EXCEPT any part thereof which lies South of the following described line:

That part of Section 2, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Begin at the intersection of the West line of Block 82 of JUPITER RIVER ESTATES, AN ADDITION TO JUPITER, recorded in Plat Book 14, Page 27 of the Public Records of Palm Beach County with the North right-of-way line of State Road 706, as described in Deed Book 941, Page 507; thence run along the West line of said Block 82 N.  $01^{\circ} 55' 43''$  E. a distance of 45.44 feet to the Point of Beginning of said line; thence S.  $43^{\circ} 33' 54''$  E. a distance of 35.66 feet; thence S.  $89^{\circ} 03' 30''$  E., a distance of 8.64 feet to a point on a curve concave Southerly having a radius of 8800.00 feet and a chord bearing of S.  $88^{\circ} 05' 21''$  E.; thence Easterly along said curve through a central angle of  $01^{\circ} 56' 17''$  an arc distance of 297.66 feet to a point of reverse curvature; thence Easterly along a curve concave Northerly having a radius of 8680.00 feet and a chord bearing of S.  $87^{\circ} 20' 41''$  E. through a central angle of  $0^{\circ} 26' 55''$  an arc distance of 67.97 feet; thence N.  $00^{\circ} 56' 30''$  E. a distance of 10.00 feet to a point on a curve concave Northerly having a radius of 8670.00 feet and a chord bearing of S.  $88^{\circ} 18' 46''$  E.; thence Easterly along said curve through a central angle of  $01^{\circ} 29' 28''$  an arc distance of 225.64 feet; thence parallel with the North right-of-way line of said State Road 706 run S.  $89^{\circ} 03' 30''$  E. a distance of 895.85 feet, more or less to a point on the Westerly mean high water line of Jupiter Creek; thence meander said mean high water line (approximately S.  $20^{\circ} 13' 54''$  W. a distance of 21.19 feet, more or less for closure) to said North right-of-way line of State Road 706 and the end of said line.

Page 1 of 1

May 23, 2005 3:13 PM  
Special Warranty deed parcel 5-23-05 clean3

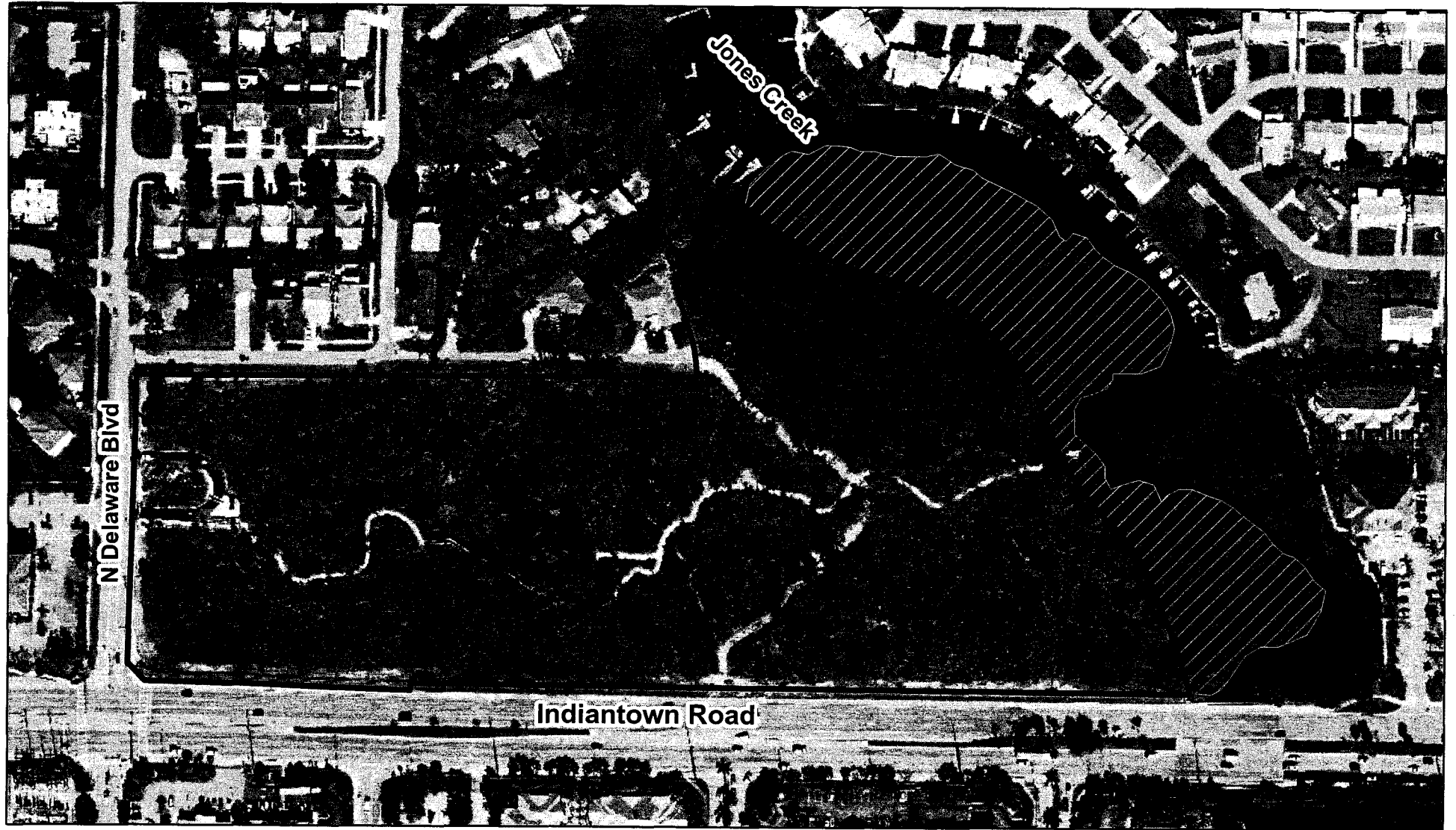
Book18648/Page639

Page 3 of 3



Attachment B  
Page 17 of 17 Pages  
SSLL No. 500345936

# Delaware Scrub Natural Area Lease Location

ATTACHMENT 2



0 125 250 500 750 1,000 Feet

-  Delaware Scrub Natural Area
-  Mangrove Lease Area (3.8 acres)

Palm Beach County  
Department of Environmental  
Resources Management  
February 2012: acs

