

This Instrument Prepared By:
Kathy Griffin
Action No. 44548
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. 502830686
PA NO. 50-0048542-001

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

A parcel of sovereignty submerged land in Section 27, Township 43 South, Range 43 East, in Lake Worth, Palm Beach County, Florida, containing 895,649 square feet, more or less, as is more particularly described and shown on Attachment A, dated June 28, 2019.

TO HAVE THE USE OF the hereinabove described premises from December 26, 2021, the effective date of this lease renewal, through December 26, 2031, 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 an 85-slip commercial docking facility to be used exclusively for the mooring of recreational vessels and police and fire rescue vessels in conjunction with an upland municipal park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 50-0048542-001, dated August 23, 2019, 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 5 years, whichever is sooner, without any right of renewal. 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 annual lease fee of \$102,217.66, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The Lessee further agrees to pay to the Lessor a negotiated rate of \$20.98 per square foot for the non-water dependent structures. 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 Official Records Book 458, Page 461; Official Records Book 458, Page 484; Official Records Book 549, Page 281; Official Records Book 555, Page 354; Official Records Book 608, Page 315; Official Records Book 947, Page 199, all of the Public Records of Palm Beach County, 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 Official Records Book 458, Page 461; Official Records Book 458, Page 484; Official Records Book 549, Page 281; Official Records Book 555, Page 354; Official Records Book 608, Page 315; Official Records Book 947, Page 199, all of the Public Records of Palm Beach County, 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:

Town of Palm Beach
Attn. Mike Horn, Dockmaster
360 South County Road
Palm Beach, FL 33480

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 Official Records Book 458, Page 461; Official Records Book 458, Page 484; Official Records Book 549, Page 281; Official Records Book 555, Page 354; Official Records Book 608, Page 315; Official Records Book 947, Page 199, all of the Public Records of Palm Beach County, 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 Official Records Book 458, Page 461; Official Records Book 458, Page 484; Official Records Book 549, Page 281; Official Records Book 555, Page 354; Official Records Book 608, Page 315; Official Records Book 947, Page 199, all of the Public Records of Palm Beach County. 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. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

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

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITION(S):

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a first come, first served basis, as defined in Rule 18- 21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a first come, first served basis.

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

C. The Lessee shall inform all wet slip occupants in writing of the availability and requirement to use the sewage pumpout facilities provided at the docking facility. The Lessee shall also advise all wet slip occupants that no overboard discharges of trash, human or animal waste, including fish carcasses, shall occur at the leased premises at any time. Discharge from any holding tank or marine sanitation device, including those approved by the United States Coast Guard is strictly prohibited within the leased premises.

D. During the term of this lease and all subsequent renewal terms, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Environmental Resource Permit No. 50-0370289-003-EI, dated August 23, 2019.

[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

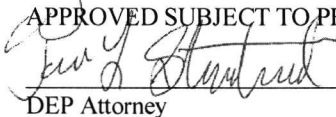
Print/Type Name of Witness

"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:


DEP Attorney

11/28/2021

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Town of Palm Beach, Florida

(SEAL)

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Danielle H. Moore

Typed/Printed Name of Executing Authority

Original Signature

Mayor

Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization, this _____ day of _____, 20____, by Danielle H. Moore as Mayor, for and on behalf of Town of Palm Beach, Florida. She is personally known to me or who has produced _____, as identification.

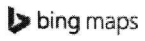
My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



of Palm Beach Shores

BOT NO. 502830686
LOCATION MAP






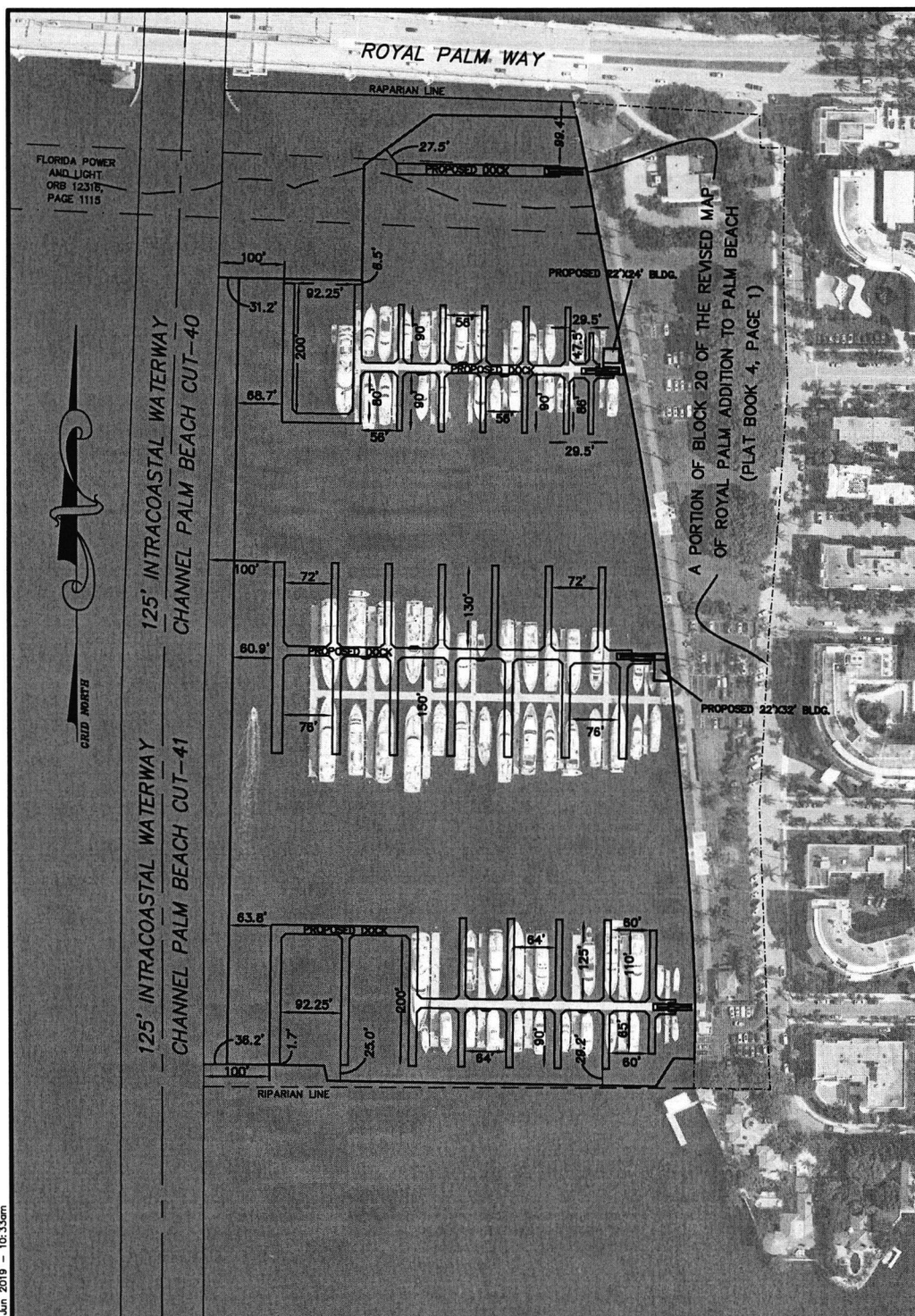
CERTIFIED TO: THE BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE INFORMATION
SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY
MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS
OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL
LAND SURVEYORS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE,
PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SEE SHEET 2 FOR PROPOSED DOCK LOCATIONS AND SLIP DIMENSIONS
SEE SHEET 3 FOR LEGAL DESCRIPTIONS, NOTES AND LEGEND

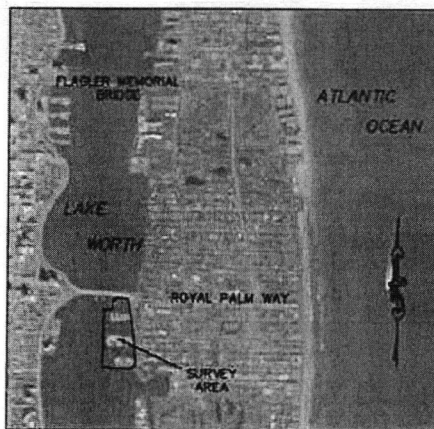
JOHN R. MORGAN, II, PLS
PROFESSIONAL LAND SURVEYOR # 3520
STATE OF FLORIDA

Morgan & Eklund Inc.				A SKETCH OF DESCRIPTION OF A SOVEREIGN SUBMERGED LANDS LEASE FOR THE TOWN OF PALM BEACH PALM BEACH COUNTY, FLORIDA				CHANGING NO. 35688-1
PROFESSIONAL SURVEY CONSULTANTS								SCALE 1" = 200'
 4908 US HIGHWAY #1 VERO BEACH, FL 32967 PHONE: (772) 398-3364 FAX: (772) 398-3165 LB #4298				1612 NW 2ND AVENUE SUITE 3 BOCA RATON, FL 33432 PHONE: (954) 421-0862 FAX: (954) 421-0425				DATE 5/10/19
DESIGNED BY CAG	DRAWN BY JRM	FIELD BOOK PAGE NO.	FB 64A 44-05	DATE OF SURVEY 5/8/19	SHEET 1 OF 3			



NOTES:

1. THIS IS A FIELD SURVEY.
2. GRID COORDINATES SHOWN ARE IN FEET, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NGS ADJUSTMENT OF 1990 (NAD 83/90).
3. RIGHT-OF-WAY OF ROYAL PALM WAY IS BASED ON A BOUNDARY SURVEY OF THE TOWN OF PALM BEACH MARINA BY WALLACE SURVEYING, DATED APRIL 24, 2019.
4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF ROYAL PALM WAY, HAVING A BEARING OF S86°00'09"E.
5. MEAN HIGH WATER (MHW) ELEVATION OF 0.30 FEET AS REFERENCED TO NAVD 88 IS BASED ON TIDAL STATION 872-2621 AND WAS PROVIDED BY LAMAR EVERS.
6. INTRACOASTAL WATERWAY CHANNEL LOCATION TAKEN FROM A U.S. CORPS OF ENGINEERS RECONNAISSANCE SURVEY DATED APRIL, 2000.
7. PROPOSED PIER LOCATIONS PROVIDED BY W.F. BAIRD & ASSOCIATES.
8. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
9. PROPOSED BUILDING DIMENSIONS PER PERMIT SKETCH BY BAIRD DATED 4/30/2019



LOCATION MAP
1" = 3,000'

LEGAL DESCRIPTION SUBMERGED LANDS LEASE

A PARCEL OF SOVEREIGN SUBMERGED LAND LYING WITHIN THE WATERS OF LAKE WORTH, SAID PARCEL BEING ADJACENT TO SECTIONS 22 AND 27, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF LOT 3 BLOCK 13 ACCORDING TO THE REVISED MAP OF ROYAL PALM ADDITION TO PALM BEACH, FLORIDA AS RECORDED IN PLAT BOOK 4 PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY AND HAVING COORDINATES OF NORTHING 861773.08 FEET AND EASTING 968571.55 FEET REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NGS ADJUSTMENT OF 2011 (NAD 83/11), PROCEED N 72°21'24" W A DISTANCE OF 337.61 FEET TO A POINT ON THE WESTERLY WET FACE OF A CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE OF LAKE WORTH LAGOON (ELEVATION 0.30 FEET NAVD 88) AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL, SAID POINT HAVING COORDINATES OF NORTHING 861875.41 FEET AND EASTING 968249.82 FEET NAD 83/11; THENCE, LEAVING SAID MEAN HIGH WATER LINE, PROCEED N 88°31'05" W, INTO THE WATERS OF LAKE WORTH, A DISTANCE OF 31.59 FEET TO A POINT; THENCE S 31°31'57" W A DISTANCE OF 51.32 FEET TO A POINT; THENCE N 88°53'29" W A DISTANCE OF 503.99 FEET TO A POINT; THENCE N 11°57'39" W A DISTANCE OF 23.82 FEET TO A POINT; THENCE N 88°56'40" W A DISTANCE OF 147.18 FEET TO A POINT; THENCE N 01°01'00" E A DISTANCE OF 1208.50 FEET TO A POINT; THENCE S 88°53'15" E A DISTANCE OF 188.00 FEET TO A POINT; THENCE N 01°01'00" E A DISTANCE OF 175.91 FEET TO A POINT; THENCE N 53°49'22" E A DISTANCE OF 131.08 FEET TO A POINT; THENCE S 88°59'00" E A DISTANCE OF 221.16 FEET TO A POINT ON THE WESTERLY WET FACE OF SAID CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE OF LAKE WORTH LAGOON (ELEVATION 0.30 FEET NAVD 88); SAID POINT BEING 24.08 FEET DISTANT FROM AN 'X' MARK IN THE CONCRETE BULKHEAD AT THE SOUTH RIGHT-OF-WAY LINE OF ROYAL PALM WAY ALONG A BEARING OF N 10°28'32" W; THENCE SOUTHERLY ALONG THE WET FACE OF SAID BULKHEAD A DISTANCE OF 1,460 FEET ± TO THE POINT OF BEGINNING, MORE PARTICULARLY DESCRIBED BY THE FOLLOWING SEVEN COURSES: PROCEED S 10°40'12" E A DISTANCE OF 398.03 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 5250 FEET AND A CHORD BEARING OF S 08°21'49" E; THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°36'46", AN ARC LENGTH OF 422.66 FEET TO A POINT OF TANGENCY; THENCE S 06°03'26" E A DISTANCE OF 116.41 FEET TO A POINT; THENCE S 05°10'41" E A DISTANCE OF 119.29 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 5000 FEET AND A CHORD BEARING OF S 03°32'47" E; THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°15'46", AN ARC LENGTH OF 284.74 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1200 FEET AND A CHORD BEARING OF S 00°16'11" E; THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°17'26", AN ARC LENGTH OF 68.92 FEET TO A POINT OF TANGENCY; THENCE S 01°22'32" W A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 895,648.7 SQUARE FEET, OR 20.561 ACRES, MORE OR LESS.

Legend :


P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
NAD83/11 = NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT
NAVD 88 = NORTH AMERICAN VERTICAL DATUM OF 1988
T.I.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
O.R.B. = OFFICIAL RECORDS BOOK
MHWL = MEAN HIGH WATER LINE

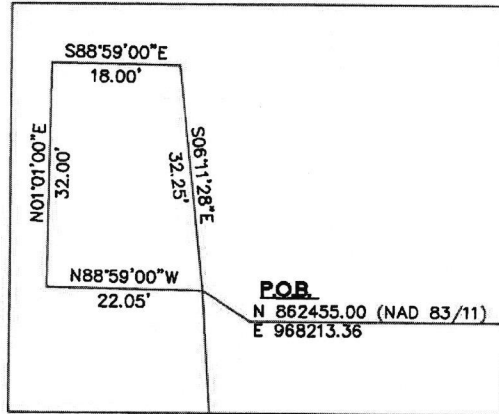
APPROVED

By Jorge Alonso at 10:05 am, Jun 27, 2019

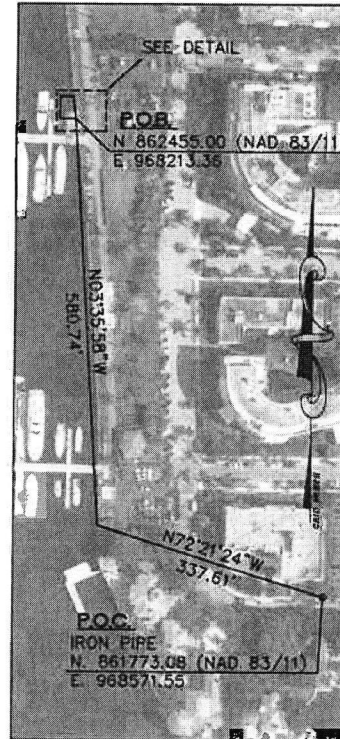
SEE SHEET 1 FOR SKETCH OF DESCRIPTION OF OVERALL SUBMERGED LANDS LEASE
SEE SHEET 2 FOR PROPOSED DOCK LOCATIONS AND SLIP DIMENSIONS
SEE SHEET 4 FOR SKETCH AND DESCRIPTION OF PROPOSED AUSTRALIAN OFFICE BUILDING
SEE SHEET 5 FOR SKETCH AND DESCRIPTION OF PROPOSED BRAZILIAN OFFICE BUILDING

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

Morgan & Eklund Inc. PROFESSIONAL SURVEY CONSULTANTS 		A SKETCH OF DESCRIPTION OF A SOVEREIGN SUBMERGED LANDS LEASE FOR THE TOWN OF PALM BEACH PALM BEACH COUNTY, FLORIDA		COMMISSION NO. 35688-1	
4000 US HIGHWAY #1 VERO BEACH, FL 32967 PHONE: (772) 388-3384 FAX: (772) 388-3166	1612 NW 2ND AVENUE SUITE 3 BOCA RATON, FL 33432 PHONE: (561) 421-8882 FAX: (561) 421-0825	DRAWN BY CAG	CHECKED BY JRM	FIELD BOOK FB 04A	DATE OF SURVEY 5/8/19
LB #4296		DATE 6/19/19		SHEET 3 OF 5	



AUSALIAN OFFICE BUILDING DETAIL
1" = 20'



SKETCH OF DESCRIPTION
1" = 200'

LEGAL DESCRIPTION PROPOSED AUSTRALIAN OFFICE BUILDING

A PARCEL OF SOVEREIGN SUBMERGED LAND LYING WITHIN THE WATERS OF LAKE WORTH, SAID PARCEL BEING ADJACENT TO SECTIONS 22 AND 27, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF LOT 3 BLOCK 13 ACCORDING TO THE REVISED MAP OF ROYAL PALM ADDITION TO PALM BEACH, FLORIDA AS RECORDED IN PLAT BOOK 4 PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY AND HAVING COORDINATES OF NORTHING 861773.08 FEET AND EASTING 968571.55 FEET REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NGS ADJUSTMENT OF 2011 (NAD 83/11), PROCEED N 72°21'24" W A DISTANCE OF 337.61 FEET TO A POINT ON THE WESTERLY WET FACE OF A CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE OF LAKE WORTH LAGOON (ELEVATION 0.30 FEET NAVD 88); THENCE, LEAVING SAID MEAN HIGH WATER LINE, PROCEED N 03°35'58" W, INTO THE WATERS OF LAKE WORTH, A DISTANCE OF 580.74 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL, SAID POINT HAVING COORDINATES OF NORTHING 862455.00 FEET AND EASTING 968213.36 FEET NAD 83/11; THENCE N 88°59'00" W A DISTANCE OF 22.05 FEET TO A POINT; THENCE N 01°01'00" E A DISTANCE OF 32.00 FEET TO A POINT; THENCE S 88°59'00" E A DISTANCE OF 18.00 FEET TO A POINT; THENCE S 06°11'28" E A DISTANCE OF 32.25 FEET TO THE POINT OF BEGINNING.


CONTAINING 640.75 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

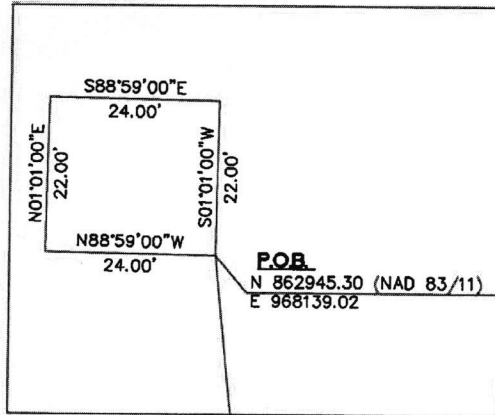
APPROVED

By Jorge Alonso at 10:06 am, Jun 27, 2019

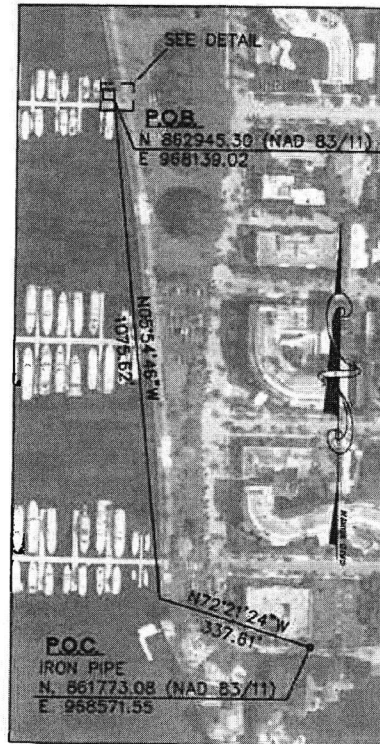
CERTIFIED TO: THE BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SEE SHEET 1 FOR SKETCH OF DESCRIPTION OF OVERALL SUBMERGED LANDS LEASE
SEE SHEET 2 FOR PROPOSED DOCK LOCATIONS AND SLIP DIMENSIONS
SEE SHEET 3 FOR LEGAL DESCRIPTION OF OVERALL SUBMERGED LANDS LEASE, NOTES AND LEGEND
SEE SHEET 5 FOR SKETCH AND DESCRIPTION OF PROPOSED BRAZILIAN OFFICE BUILDING

Morgan & Eklund Inc. PROFESSIONAL SURVEY CONSULTANTS 		4009 US HIGHWAY #1 WEST BEACH, FL 33507 PHONE: (772) 395-5344 FAX: (772) 395-3100 LB #4298		1612 NW 2ND AVENUE SUITE 3 BOCA RATON, FL 33432 PHONE: (561) 421-0552 FAX: (561) 421-0455		A SKETCH OF DESCRIPTION OF A SOVEREIGN SUBMERGED LANDS LEASE FOR THE TOWN OF PALM BEACH PALM BEACH COUNTY, FLORIDA		COMMISSION NO. 35688-1 SCALE 1" = 100' DATE 5/19/19
DESIGNED BY CAG	CHECKED BY JRM	FIELD BOOK FILE NO.	PD NO. 64-05	DATE OF SURVEY 5/8/19	SHEET 4 OF 5			



BRAZILIAN OFFICE BUILDING DETAIL
1" = 20'



SKETCH OF DESCRIPTION
1" = 300'

LEGAL DESCRIPTION PROPOSED BRAZILIAN OFFICE BUILDING

A PARCEL OF SOVEREIGN SUBMERGED LAND LYING WITHIN THE WATERS OF LAKE WORTH, SAID PARCEL BEING ADJACENT TO SECTIONS 22 AND 27, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 528.00 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

APPROVED

By Jorge Alonso at 10:06 am, Jun 27, 2019

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

SEE SHEET 1 FOR SKETCH OF DESCRIPTION OF OVERALL SUBMERGED LANDS LEASE
SEE SHEET 2 FOR PROPOSED DOCK LOCATIONS AND SLIP DIMENSIONS
SEE SHEET 3 FOR LEGAL DESCRIPTION OF OVERALL SUBMERGED LANDS LEASE, NOTES AND LEGEND
SEE SHEET 4 FOR SKETCH AND DESCRIPTION OF PROPOSED AUSTRALIAN OFFICE BUILDING

Morgan & Eklund Inc. PROFESSIONAL SURVEY CONSULTANTS  4000 US HIGHWAY #1 VERO BEACH, FL 32967 PHONE: (772) 388-8564 FAX: (772) 388-3160 LB #4298		1012 NW 2ND AVENUE SUITE 3 BOCA RATON, FL 33432 PHONE: (561) 431-0882 FAX: (561) 421-0425		A SKETCH OF DESCRIPTION OF A SOVEREIGN SUBMERGED LANDS LEASE FOR THE TOWN OF PALM BEACH PALM BEACH COUNTY, FLORIDA	COMMISSION NO. 35688-1 SCALE 1" = 100' DATE 6/19/19
DESIGNED BY CAG	CHECKED BY JRM	FIELD BOOK PAGE NO. 44-45	DATE OF SURVEY 5/8/19	SHEET 5 OF 5	