

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 45592
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 RENEWAL

BOT FILE NO. 500026426

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 34, Township 42 South, Range 43 East, in Lake Worth Inlet,
Palm Beach County, Florida, containing 4,269 square feet, more or less,
as is more particularly described and shown on Attachment A, dated September 9, 1997.

TO HAVE THE USE OF the hereinabove described premises from November 13, 2022, the effective date of this lease renewal, through November 13, 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 1-slip commercial public docking facility to be used exclusively for temporary mooring during emergencies, and as a scenic vista in conjunction with an upland roadway, 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. 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. 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. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(32), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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, Florida
360 South County Road
Palm Beach, Florida 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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 10 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.

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

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 docking 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 lease.

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: Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

[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

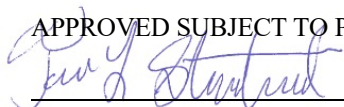
Print/Type Name of Witness

"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:



11/25/2022

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES: Town of Palm Beach, Florida (SEAL)

_____	BY: _____
Original Signature	Original Signature of Executing Authority
_____	<u>Danielle H. Moore</u>
Typed/Printed Name of Witness	Typed/Printed Name of Executing Authority
_____	<u>Mayor</u>
Original Signature	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



LEGAL DESCRIPTION

DOCK EASEMENT

Town of Palm Beach

Being an easement lying within the submerged lands of Lake Worth in Section 34, Township 42 South, Range 43 East, Palm Beach County, Florida, said easement being more particularly described as follows:

Commence at the intersection of the centerline of Ocean Boulevard with the North line of the Plat of Sea Isle Estates, as shown on the Plat of Sea Isle Estates, Town of Palm Beach, Palm Beach County, Florida, as recorded in Plat Book 25, Page 89, Palm Beach County Public Records; thence South 00°24'00" West (bearings are based on said Plat), a distance of 7.00 feet to the face of an existing bulkhead and the Point of Beginning of the following described easement; thence South 47°21'00" West along the face of said bulkhead, a distance of 7.53 feet; thence North 54°36'00" West, a distance of 29.91 feet to the intersection with a line parallel with and 10.00 feet offset westerly from the Northerly extension of the Westerly Right-of-Way line of Ocean Boulevard; thence North 00°24'00" East, a distance of 57.35 feet along said parallel offset; thence North 74°24'00" East, a distance of 62.42 feet to the intersection with a line parallel with and 10.00 feet offset Easterly from the Northerly extension of the Easterly Right-of-Way line of Ocean Boulevard; thence South 00°24'00" West, a distance of 68.02 feet along said parallel offset to the face of said bulkhead; thence South 69°21'00" West along the face of said bulkhead, a distance of 18.49 feet; thence South 47°21'00" West along the face of said bulkhead, a distance of 17.44 feet to the Point of Beginning.

Containing 4,269.14 square feet, more or less.

SURVEYOR'S NOTES:

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless:
 - A) Provided in its entirety consisting of 2 sheets, with sheet 2 being the sketch of description.
 - B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.
- 3) Bearings shown hereon are referenced to the center line of Ocean Boulevard. Said line bears S 00°24'00" W.


CERTIFICATION

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

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

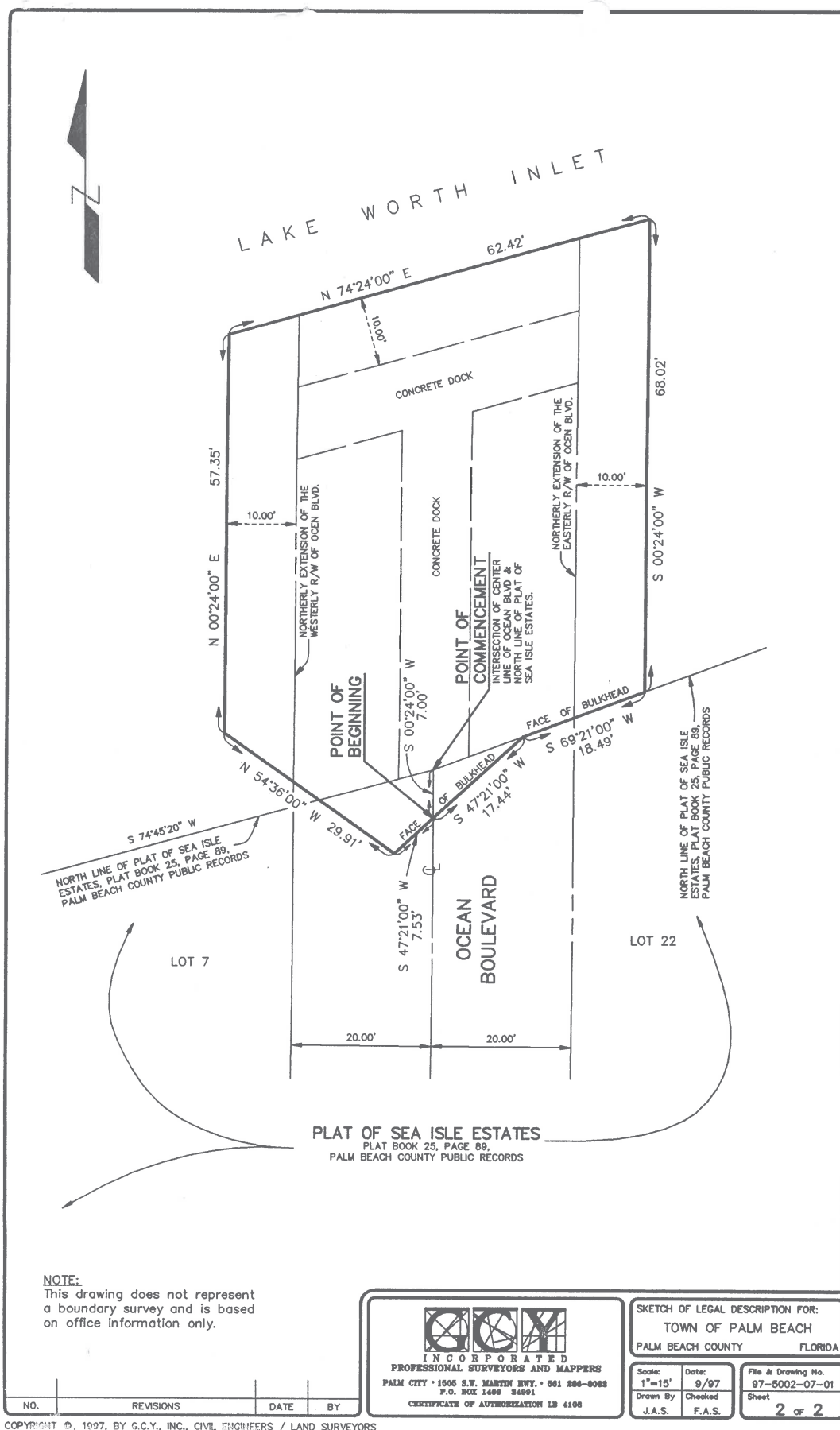
I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES. THE SKETCH AND DESCRIPTION IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

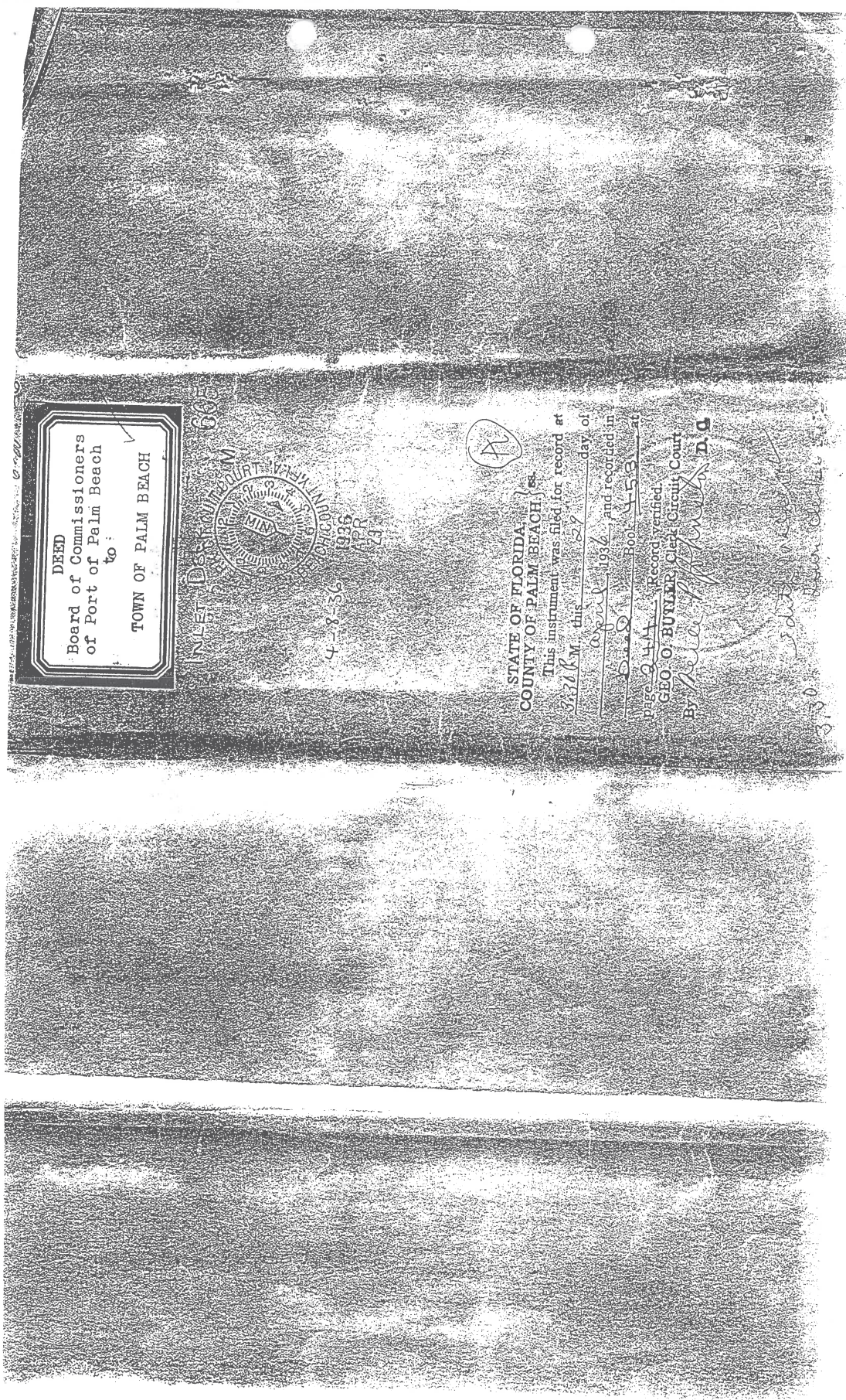
9-9-97
DATE OF SIGNATURE


FRANKLIN A. SHUTTIS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 2780

 INCORPORATED PROFESSIONAL SURVEYORS AND MAPPERS PALM CITY • 1906 S.W. MARTIN HWY. • 681 890-8083 P.O. BOX 1490 34961 CERTIFICATE OF AUTHORIZATION LB 4108				SKETCH OF LEGAL DESCRIPTION FOR: TOWN OF PALM BEACH PALM BEACH COUNTY FLORIDA		
				Scale: N/A	Date: 9/97	File & Drawing No. 97-5002-07-01
NO.	REVISIONS	DATE	BY	Drawn By J.A.S.	Checked F.A.S.	Sheet 1 of 2

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DEED
Board of Commissioners
of Port of Palm Beach
to :
TOWN OF PALM BEACH

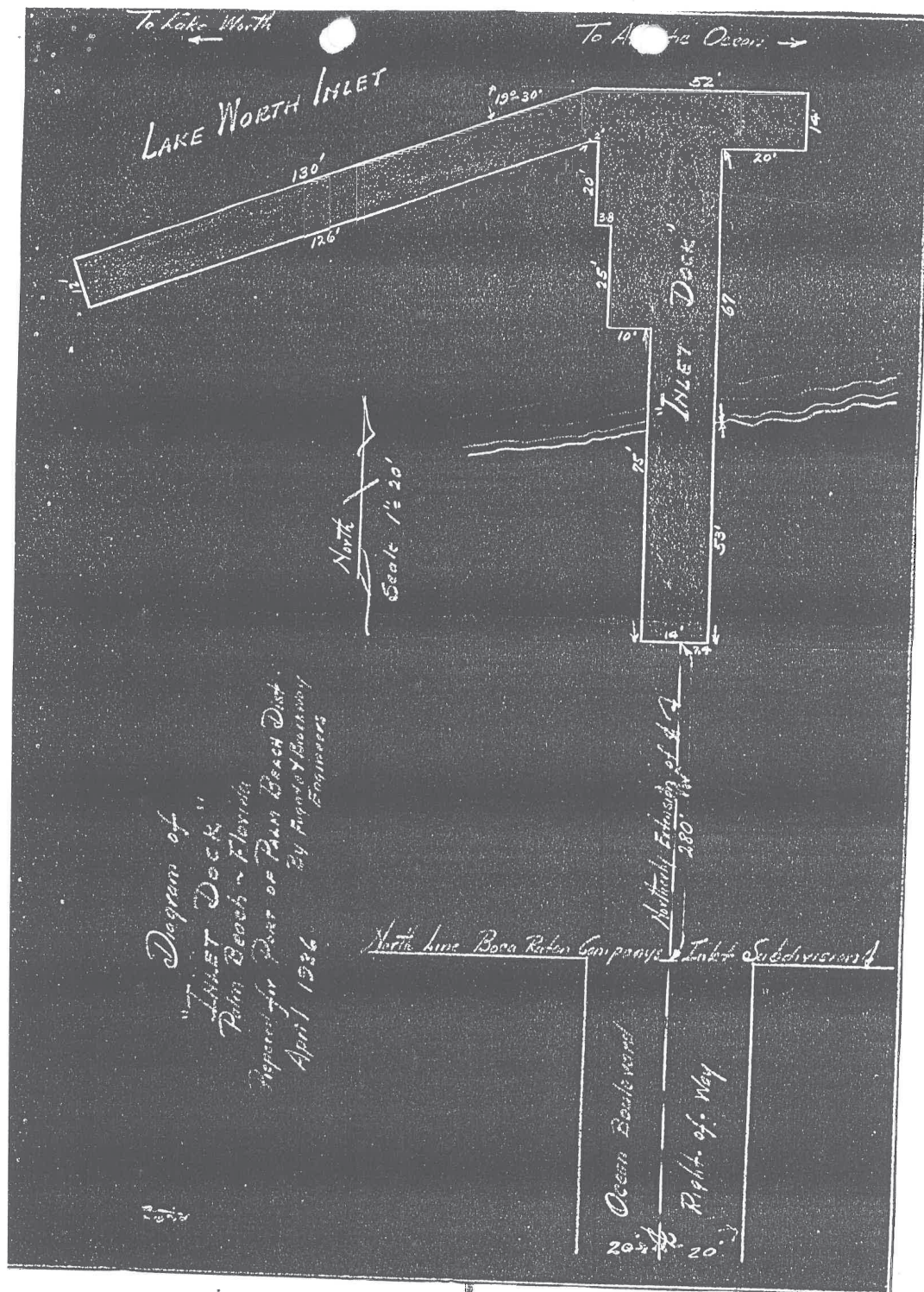


4-28-36 1936
APR 29

(A)

STATE OF FLORIDA,
COUNTY OF PALM BEACH,
This instrument was filed for record at
3:46 P.M. this 29 day of
April, 1936, and recorded in
Book 458, at
Page 244. Record verified.
GEO. O. BUTLER, Clerk Circuit Court
By *G. O. Butler* *G.O.*

G. O. Butler
3730
GEO. O. BUTLER, CLERK



KNOW ALL MEN BY THESE PRESENTS: That, Whereas, the Board of Commissioners of the Port of Palm Beach did, at their regular meeting held in the City of West Palm Beach, Florida, April 8th, A. D. 1936, adopt a resolution authorizing the conveyance of the hereinafter described real estate and improvements to the Town of Palm Beach, Florida, a copy of which resolution is hereto attached and made a part hereof.

NOW, THEREFORE, WITNESSETH THIS INDENTURE, by and between the Board of Commissioners of the Port of Palm Beach, a public corporation of the State of Florida, with its principal place of business at 209 South Olive Avenue, West Palm Beach, Florida, hereinafter referred to as the grantor, and the Town of Palm Beach, a municipal corporation of Palm Beach County, Florida, hereinafter referred to as the grantee,

WITNESSETH: That for and in consideration of the maintenance, care and operation of the hereinafter described premises and the improvements thereon, for and on behalf and for the benefit of the general public by the grantee herein, at its own expense, and for and in consideration of other valuable considerations, the Board of Commissioners of the Port of Palm Beach does, by these presents, grant, demise, release and convey unto the Town of Palm Beach, a municipal corporation of Palm Beach County, Florida, all the right, title and interest of the grantor herein, such as the grantor is, by law, authorized to convey, in and to that certain lot or parcel of land, together with the docks and other improvements thereon and extending therefrom, more particularly described as follows, to-wit:

Beginning 280 feet north of the north line of Boca Raton Company's Inlet Subdivision at a point 7.4 feet east of the northerly extension of the center line of the Ocean Boulevard, as same is shown on plat of said subdivision (Plat of Boca Raton Company's Inlet Subdivision being on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida in Book 12

of Plats at Page 15); thence northerly parallel with the said northerly extension of the center line of said Ocean Boulevard a distance of 53 feet, more or less, to the waters of Lake Worth and/or the inlet connecting the waters of Lake Worth with the Atlantic Ocean; thence continue northerly on same course a distance of 67 feet to a point; thence easterly at right angles to the last described course a distance of 20 feet to a point; thence northerly at right angles to the last described course a distance of 14 feet to a point; thence westerly at right angles to the last described course a distance of 52 feet to a point; thence southwesterly deflecting from the last described course $19^{\circ} 30'$ measured from west to south a distance of 150 feet to a point; thence southeasterly at right angles to the last described course a distance of 12 feet to a point; thence northeasterly at right angles to the last described course a distance of 126 feet to a point; thence easterly deflecting from the last described course $19^{\circ} 30'$ measured from northeast to east a distance of 2 feet to a point; thence southerly at right angles to the last described course a distance of 20 feet to a point; thence easterly at right angles to the last described course a distance of 3.8 feet to a point; thence southerly at right angles to the last described course a distance of 25 feet to a point; thence easterly at right angles to the last described course a distance of 10 feet to a point; thence southerly at right angles to the last described course a distance of 75 feet to a point; thence easterly at right angles to the last described course a distance of 14 feet to the point of beginning, as per plat attached.

TO HAVE AND TO HOLD forever subject to the following reservations and covenants which run with the land, to-wit:

A. That the use by the grantor of the estate herein conveyed shall be such as to in no way interfere with any present or future operation of any kind by the United States of America or any agency thereof in the maintenance and operation of the Lake Worth Inlet, its facilities, channels, jetties and protective works.

B. That there is reserved to the grantor, its successors and assigns, a perpetual easement over, through, under and upon any of the lands or improvements herein conveyed for the purpose of the construction of any facilities, protective works, or improvements, incident to the maintenance and operation of the said Lake Worth Inlet, the channels, protective works, jetties and other facilities thereof, with the understanding that such easement includes the right to dredge, cut, fill and do any other

acts deemed by the grantor herein, the United States of America,
or any agency thereof, to be necessary for the proper protection,
maintenance and operation of said Inlet and its facilities.

IN WITNESS WHEREOF, The grantor herein has caused this
instrument to be executed under its seal and in its name, this,
the 15th day of April, A. D. 1936.

BOARD OF COMMISSIONERS OF THE
PORT OF PALM BEACH,
PALM BEACH COUNTY, FLORIDA

By:

W. K. Conner
Commissioner
L. R. Bishop
Commissioner
W. W. Wainwright
Commissioner

ATTEST:

W. W. Wainwright
Secretary

Signed, sealed and delivered in
the presence of:

Virginia Presnell
Mildred Lewan

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY, That on this day personally appeared before me, an officer authorized to administer oaths and take acknowledgments of deeds, H. R. Corwin, L. R. Bishop and W. A. Weihe, to me well known and by me known to be the duly elected, qualified and acting Commissioners of the Port of Palm Beach of Palm Beach County, Florida, a special taxing district created by virtue of Chapter 7081, Laws of Florida, 1915, and Acts amendatory thereto, and the persons who signed and executed the foregoing deed as such Commissioners of said District, and they acknowledged to and before me that they executed the same and affixed the seal of said District thereto as such Commissioners of said District for and in its behalf and as its act and deed for the uses and purposes therein expressed, and that such deed was executed by virtue of their authority designated in the aforesaid laws of Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at West Palm Beach in the said County and State, this, the 15th day of April, A. D. 1936.

Michael Devore
Notary Public
State of Florida at Large

My Commission expires: 5-21-37

WHEREAS, the Board of Commissioners of the Port of Palm Beach have heretofore maintained and cared for that certain dock, located in the Town of Palm Beach, Palm Beach County, Florida, commonly known as the "INLET DOCK", and extending into the waters of Lake Worth, Florida; and

WHEREAS, it appears that it is to the best interest of the community that the same be administered and maintained by the Town of Palm Beach, a municipal corporation in Palm Beach County, Florida; and

WHEREAS, at a conference with the officials of said Town of Palm Beach, an agreement was reached in this regard with said officials;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of Palm Beach that its attorney be instructed forthwith to prepare a deed without warranty, conveying any interest the said Board of Commissioners of the Port of Palm Beach may have in and to said dock and the real estate covered thereby, to the Town of Palm Beach, a municipal corporation in Palm Beach County, Florida, with the following express covenants and reservations, to-wit:

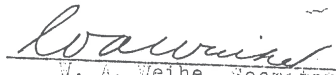
(a) That the use by the grantor of the estate herein conveyed shall be such as to, in no way, interfere with any present or future operation of any kind by the United States of America, or any agency thereof, in the maintenance and operation of the Lake Worth Inlet, its facilities, channels, jetties and protective works.

(b) That there is reserved to the grantor, its successors and assigns, a perpetual easement over, through, under and upon any of the lands or improvements herein conveyed for the purpose of the construction of any facilities, protective works, or improvements, incident to the maintenance and operation of the said

Lake Worth Inlet, the channels, protective works, jetties and other facilities thereof, with the understanding that such easement includes the right to dredge, cut, fill and do any other acts deemed by the grantor herein, the United States of America, or any agency thereof, to be necessary for the proper protection, maintenance and operation of said Inlet and its facilities;

And the Engineer of said Board is hereby instructed to prepare a proper legal description to be inserted in said deed, and, upon its submission, the proper officers of said Board of Commissioners of the Port of Palm Beach are instructed to execute the same under the seal of said Board, and to cause the same to be delivered, and to do all acts necessary to comply with this Resolution.

This is to certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Commissioners of the Port of Palm Beach, at their regular meeting held April 8th, 1936.


W. A. Weihe, Secretary.