

**APPENDIX F**  
**LEASE AGREEMENTS**

DEPT. OF RECREATION  
DEC 15 1993

M/R 6-0 A out

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: January 4, 1994 ( ) Consent (X) Regular  
( ) Ordinance ( ) Public Hearing

Department: Parks and Recreation Department

I. EXECUTIVE BRIEF

A. Motion and Title: Staff recommends motion to approve: LEASE AGREEMENT with THE PORT OF PALM BEACH DISTRICT for a parcel of Port owned land at the south end of Peanut Island.

B. Summary: The Parks and Recreation Department recommends approval of a long term lease agreement for a 36 acre parcel located at the south end of Peanut Island for the purpose of establishing and operating a County Park.

The term of the lease is for an initial period of 30 years with one automatic renewal option of 25 additional years. Under the terms of the agreement the County is required to 1) adopt an overall Master Plan for Peanut Island Park within 12 months of approval of a funding grant from the Florida Inland Navigation District (FIND), and 2) develop and submit an Operational Management Plan to the Port within 8 months of Master Plan approval.

This lease will run concurrently with, and under similar terms and conditions as, its companion lease for 50 acres at the north end of Peanut Island with FIND.

C. Background and Policy Issues: Over the past 15 years the County Parks and Recreation Department has pursued numerous methods of acquiring Peanut Island due to its recognized potential for providing unique public boating and related passive recreational opportunities. More recently through the cooperative efforts of both the Florida Inland Navigation District (FIND) and The Port of Palm Beach District (Port) a unified approach has been developed that would grant the County a long term lease of Peanut Island and thus allow public use of the Island's most valuable shoreline areas for boating and passive recreational purposes. The specific purpose for the Lease is to provide an area for passive outdoor recreation and boat use and to promote the protection and enhancement of the public use of local water resources. The terms and conditions of the Lease would also allow both the Port and FIND to maintain their respective use of interior areas of Peanut Island as a needed spoil deposition site for material generated from future maintenance dredging operations. - Continued -

- D. Attachments:  
- Lease Agreement with Port  
- Conceptual Master Plan for Peanut Island

Recommended By: *Debbie Eubank* 12-6-93  
Department Director Date

Reviewed By: \_\_\_\_\_ Assistant County Administrator Date



C. Background and Policy Issues: - Continued -

The main terms and conditions of this Lease Agreement with the Port are summarized as follows:

- The Leased Premises consists of approximately 36 acres with the option of adding additional submerged lands in the future.
- The term of the lease is for a period of 30 years with an automatic renewal of 25 years at no cost to the County.
- A Master Plan for the Park shall be developed within twelve (12) months of the award of FIND funds to the Port for the engineering design of the Master Plan.
- The County shall develop and implement an Operational Management Plan (OMP) within 8 months of the Port's approval of the Master Plan.
- The cost of all Park improvements and their operation and maintenance is the responsibility of the County.

The attached Conceptual Master Plan for Peanut Island was developed by the Port through the cooperative efforts of the Parks and Recreation Department and FIND. The Plan provides a unified development approach for the Island, and identifies the various recreational facilities and proposed uses to be incorporated in the Master Plan. FIND has already allocated \$165,000 for use by the Port over the next 12 months to complete the Master Plan and construction documents, and has also expressed their desire to be an active participant with the County in funding the phased development of the Park in the future.

The Park facilities shown on the Conceptual Master Plan have an estimated construction cost in the neighborhood of \$2.0 million. The Parks and Recreation Department's intent is to budget annual Boating Improvement Fund (FBIP) revenues and to apply for matching grants from FIND to complete the phased design and construction of this park facility over the next five year period. Park Impact Fees may also be used to supplement capital needs where necessary.

In addition to development costs, an increase in the Park's operational budget will occur as the phased construction of the Park's Master Plan is completed. The Department's current operating budget for maintenance performed on the Island is approximately \$25,000. Annual Operations and maintenance costs are expected to increase to \$80,000 by 1999 when all park facilities are to be completed. Operating revenues of \$25,000 are also expected to be generated from user fees similar to those established at other park facilities for camping, group picnicking and boat mooring. Those operating revenues generated will be used to help offset a percentage of the overall Operations and maintenance expenses for this Park.

Staff recommends approval of this Lease Agreement with the Port due to the many recreational benefits to be provided for the boating and non-boating public of Palm Beach County. Most, if not all, of the development costs associated with this project will be provided from outside agencies (i.e. FBIP and FIND) whose specific authority includes the promulgation of boating related facilities and recreational opportunities.

LEASE AGREEMENT

This LEASE AGREEMENT ("LEASE") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, between THE PORT OF PALM BEACH DISTRICT, a special independent taxing district and political subdivision of the State of Florida ("PORT") and PALM BEACH COUNTY, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, PORT is the owner in fee of a parcel of land in Palm Beach County, Florida, designated as a portion of Peanut Island; and

WHEREAS, County desires to lease certain portions of PORT's property for recreation purposes; and

WHEREAS, PORT desires to assist the County in the proper development and management of PORT's property; and

WHEREAS, PORT is of the opinion that such use by the County is in the public interest; and

WHEREAS, PORT maintains that a lease should be executed for a limited term at a nominal rental subject to the terms and conditions stated herein.

WITNESSETH

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties hereto:

1. RECITALS: The recitals contained herein above are true and correct and incorporated herein by reference.

2. LEASE: PORT hereby leases to County a portion of Peanut Island as described in Paragraph 4 below, subject to the terms and conditions set forth herein.

3. PROJECT MANAGEMENT: The Project Manager for the PORT is Benson B. Murphy, Port Director, and all correspondence and communications from the County, other than invoices and notices, shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight related to the performance of this Lease.

4. DESCRIPTION OF PREMISES: The Leased Premises which is the subject of this Lease, is situated in Palm Beach County, State of Florida, and is more particularly described in Exhibit "A" attached hereto and made a part hereof hereinafter referred to as the "Leased Premises". The PORT retains the right to add additional submerged land to the description of the Premises, and reserves the right to request a release of either submerged or uplands property from the terms and conditions of this Lease, if such release of property is necessary for the operation of the business affairs of the PORT.

4.1 ADDITIONAL EASEMENTS: The PORT has leased a portion of its property to The Palm Beach Maritime Museum, Inc. as described in Exhibit "B", attached hereto and made a part hereof. The PORT shall make its best effort with all due diligence to obtain an Easement from The Palm Beach Maritime Museum, Inc. for the benefit of County (the Public) in order to facilitate the construction of a perimeter walkway around Peanut Island, installation of utilities and other appropriate uses.

5. EXISTING CONDITIONS: County agrees to accept the Leased Premises in "as is" condition subject to existing easements and deed restrictions as listed on Exhibit "C" attached hereto and made a part hereof.

6. TERM: The term of this Lease shall be for an initial thirty (30) year period with one (1) option to renew for a twenty-five (25) year term. The initial period ("Effective Date") shall commence on the date of last execution of this Lease by both parties, and shall continue for a period of thirty (30) years. A second term of twenty-five (25) years shall automatically commence absent written notice of termination by the PORT to County at least ninety (90) days prior to the end of the initial term.

7. PURPOSE: County shall use the Leased Premises only for the establishment and operation of a County Park in order to provide an area for passive public outdoor recreation, boat use and to promote the protection and enhancement of the public use of local water resources.

8. QUIET ENJOYMENT AND RIGHT OF USE: County shall have the right of ingress and egress to, from, and upon the Leased Premises for all purposes that are necessary for the full enjoyment by said County of the rights conveyed herein. Notwithstanding the foregoing, County recognizes that the property described on Exhibit "D" which has been retained by PORT is physically located wholly within the Leased Premises, is not the subject of this Lease and may be used and improved as a dredged material disposal site by PORT ("Disposal Site") or any other lawful use.

9. UNAUTHORIZED USE: County shall, through its agents and employees, use its best effort to prevent the unauthorized use of the Leased Premises or any use thereof not in conformance with this Lease.

10. ASSIGNMENT: This Lease shall not be assigned in whole or in part without the prior written consent of PORT. Any assignment made either in whole or in part without the prior written consent of PORT shall be void and without legal effect.

11. DEVELOPMENT PLANS: PORT will provide the County with all information including surveys, engineering plans and other data in its possession to assist in the development of all plans concerning the Leased Premises. The parties agree that the development of the plans reference in Paragraphs 11.1 and 11.2, inclusive, will follow the referenced schedule. However, should the schedule deviate because of unforeseen circumstances, the parties agree to cooperate in the preparation of a new plan schedule subject to approval of the parties' respective Boards.

11.1 MASTER PLAN: A Master Plan (MP) shall provide a general plan for the development and management of the Leased Premises, including all site design and engineering plans. Notwithstanding the foregoing, PORT and County recognize that the balance of Peanut Island not owned by PORT, the United State of America or the County is owned by Florida Inland Navigation District ("F.I.N.D.") and that the County intends to negotiate a lease with F.I.N.D. for a portion of F.I.N.D.'s Peanut Island property (the "F.I.N.D. lease") concurrently with this Lease with the intent to develop and

construct a passive park around the entire island ("Peanut Island Park"). F.I.N.D. has made County and the PORT aware that it has funds available which may be applied towards development of a MP for Peanut Island Park. Further, the parties acknowledge that the engineering firm of Gee and Jenson has worked extensively with the PORT's Peanut Island property and is quite familiar with the topography and vegetation of Peanut Island. The parties believe that it is in the best interest of F.I.N.D., the County and the PORT for the PORT to apply for the available funds from F.I.N.D. to develop a coordinated MP for Peanut Island Park, provided that (i) the funds be utilized to employ Gee and Jenson to complete the MP of Peanut Island Park, subject to the approval of the F.I.N.D. and the County and (ii) Gee & Jenson, F.I.N.D. and the PORT acknowledge that the MP is for the benefit of the County and that the County will be assigned the MP to facilitate construction of Peanut Island Park in accordance therewith. The MP shall be developed within twelve (12) months of the award of the F.I.N.D. funds to the PORT and thereafter shall be submitted to PORT's Board of Commissioner for approval.

11.2 OPERATIONAL MANAGEMENT PLAN:

A. County shall develop and implement, in consultation with the PORT, an Operational Management Plan (OMP) for the Leased Premises. The OMP shall provide general background data on the Leased Premises, contain information on the property's resources, set forth general and specific management goals, objectives and guidelines and outline the specific procedures, funding requirements, staffing levels and management practices necessary for their accomplishment. The OMP shall be submitted by the County to the PORT within eight (8) months of the approval of the MP.

B. In the event the parties are not able to come to agreement on the OMP within one hundred eight (180) days of submittal, this shall be sufficient cause to terminate this Lease pursuant to Paragraph 23 below. The Leased Premises shall not be developed or physically altered in any way until the OMP is approved. The County shall not proceed with development of said

Leased Premises until the MP and the OMP required herein has been submitted and approved.

C. The County and the PORT will meet at least once annually to review and discuss the management activities authorized by this OMP and to agree to any changes in the OMP and/or additional rules and regulations governing public use of the lands covered by the OMP that may be deemed appropriate. The County shall prepare and submit for discussion at the annual meeting a yearly summary report which shall include:

1. County's management program and activities on the Leased Premises.
2. Status of the development program.
3. Status of visitor use.
4. Review of special problems and concerns encountered over the previous year.

D. The approved OMP shall provide the basic guidance for all management activities and shall be reviewed jointly by PORT and County during the annual meeting and updated as necessary. The County shall not use or alter the Leased Premises except as provided for in the approved OMP without the prior written approval of PORT.

12. EASEMENTS: County shall not grant any easements including, but not limited to, utility easements without the prior written approval of PORT. Any easement not approved in writing by PORT shall be void and without legal effect. The PORT shall reserve an ingress-egress easement over the Leased Premises for access to the Disposal Site.

13. SUBLEASES: This Lease is for the purposes specified herein, and subleases of any nature are prohibited without the prior written approval of PORT. Any sublease not approved in writing by PORT shall be void and without legal effect.

14. RIGHT OF INSPECTION: PORT or its duly authorized agents, representative or employees shall have the right at any and all times to inspect the Leased Premises and the works and operations of County in any matter pertaining to this LEASE.

15. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements and signs shall be constructed at the expense of County in accordance with the MP approved by the PORT and attached to and made part of the OMP. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of PORT. Removable equipment and removable improvements placed on the Leased Premises by County which do not become a permanent part of the Leased Premises will remain the property of County and may be removed by County upon termination of this Lease, pursuant to Paragraph 26 below.

INDEMNIFICATION PARAGRAPH DELETED IN ITS ENTIRETY.

16. INSURANCE:

A. The County shall procure and maintain, through the term of this Lease, Worker's Compensation insurance up to the limits specified by Florida Statute. The County shall provide an insurance certificate demonstrating such coverage prior to the commencement of performance. Notwithstanding the number of the employees or any other statutory provisions to the contrary, the Worker's Compensation insurance shall extend to all employees of the County and subcontractors. The Worker's Compensation insurance policy required by this Lease shall also include Employer's Liability.

B. The County is self-insured under State Sovereign Immunity Statutes with coverage limits of \$100,000.00 per person and \$200,000.00 per occurrence which PORT recognizes as acceptable regarding General Liability. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Lease. This shall include the following endorsements:

- i. premises and operations;
- ii. independent contractors';
- iii. products and completed operations; and
- iv. contractual liability

17. PAYMENT OF TAXES AND ASSESSMENTS: County shall assume

full responsibility for and shall pay taxes and assessments that accrue to the Leased Premises and/or to the improvements thereon, including any and all ad-valorem taxes and drainage and special assessments or taxes of every kind which may be hereafter lawfully assessed and levied against the Leased Premises.

18. NO WAIVER OF BREACH: The failure of PORT to insist in one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver by PORT of any of the provisions hereof shall, in any event, be deemed to have been made unless the waiver is set forth in writing and signed by PORT.

19. NON-DISCRIMINATION: County shall assure and certify that it will comply with Title IV of the Civil Rights ACT of 1964 (PL 88-352) and, in accordance with that Act, shall not discriminate against any individual's race, color, creed, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Leased Premises or upon lands adjacent to and used as an adjunct of the Leased Premises.

20. UTILITY FEES: County shall be responsible for payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Leased Premises and for having the utilities turned off when the Leased Premises are surrendered. County's liability hereunder shall only apply to utilities used solely for park purposes.

21. COMPLIANCE WITH LAWS: County agrees that this Lease is contingent upon and subject to County obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules and laws of the State of Florida or the United States or of any political subdivision or agency of either.

22. NOTICE: All notices given under this Lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to §253.04, F.S., to the last address of the party to whom notice is to be

given, as designated by such party in writing. PORT and County hereby designate their address as follows:

PORT: Port of Palm Beach District  
P.O. Box 9935  
Riviera Beach, Fl. 33419  
Att: Benson B. Murphy, Director

County: Palm Beach County  
Department of Parks and Recreation  
2700 6th Avenue South  
Lake Worth, Florida 33461  
Attn: Dennis L. Eshleman, Director

With a  
Copy to: County Attorney's Office  
Att: Ellie B. Halperin, Esq.  
P.O. Box 1989  
West Palm Beach, FL 33402

Copies of all Notices shall also be delivered to the PORT'S Project Manager.

23. BREACH OF COVENANTS, TERMS OR CONDITIONS: Should County breach any of the covenants, terms, or conditions of this Lease, PORT shall give written notice to County to remedy such breach within thirty (30) days of such notice. In the event County fails to remedy the breach to the satisfaction of PORT with thirty (30) days of receipt of written notice, PORT may either terminate this Lease and recover from County all damages PORT may incur by reason of the breach including, but not limited to, the cost of recovering the Leased Premises and attorney's fees; or maintain this Lease in full force and effect and exercise all rights and remedies herein conferred upon PORT.

24. DAMAGE TO THE PREMISES: County agrees that it will not do, or cause to be done, in, on, or upon the Leased Premises or as affecting said Leased Premises, any act which may result in damage or depreciation of value to the Leased Premises, or any part thereof. County shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents used or produced in County'S operations on the Leased Premises or in any manner not permitted by law. In the event of accident or discovery of such disposal, the County shall immediately report such occurrence to the PORT, indicating what is being disposed of, and where and how disposal is to take place, and be responsible for all costs of cleanup, including fines imposed by any applicable agency for material placed on the Leased Premises

after the Effective Date of this Lease.

25. SURRENDER OF PREMISES: Upon termination or expiration of this Lease, County, shall surrender the Leased Premises to PORT. Upon termination or expiration of this Lease, all structures permanently affixed to the land and all improvements made will become the Leased Premises of the PORT, provided, however, that if any structures are such, in PORT'S determination, that they can be moved without harm to the area where situated then the County may within thirty (30) days following termination remove the same. Upon final termination, the Leased Premises must be left in essentially the same condition as when it was first leased to the County, save for ordinary wear and tear, unless otherwise approved in writing by the PORT.

26. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Leased Premises is held by PORT. County shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Leased Premises including, but not limited to, mortgages or construction liens against the Leased Premises or against any interest of PORT therein.

27. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected impaired or invalidated.

28. ENTIRE UNDERSTANDING: This Lease sets forth the entire understanding between the Parties and shall only be amended with the prior written approval of the Parties.

29. MAINTENANCE OF IMPROVEMENTS: County shall maintain the real property contained within the Leased Premises and the improvements located thereon in a state of good condition, working order and repair including, but not limited to, keeping the Leased Premises free of trash or litter, meeting all applicable building and safety codes, and maintaining the planned improvements as set forth in the OMP. Maintenance of any and all dredge material

management structures on the Disposal Site is reserved to the PORT.

30. GOVERNING LAW: This Lease shall be governed by and interpreted according to the laws of the State of Florida.

31. SECTION CAPTIONS: Articles, subsection and other captioned contained in this Lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope or extent of intent of this Lease or any provisions thereof.

32. SPECIAL CONDITIONS: The following special conditions shall apply to this Lease:

A. County shall ensure that the area is identified as being publicly owned and operated as a public outdoor recreational facility in all signs, literature and advertising, and shall erect signs identifying the Leased Premises as being open to the public and as a PORT project; and

B. PORT agrees to construct and maintain all boundary fences and to install and maintain any gates required for access to the Disposal Site; and

C. The County agrees to install and maintain all required entrance and informational signage for its management activities; and

D. The County shall use its best efforts to comply with any public access restrictions requested by the PORT during the periodic use of the Leased Premises for access to the Disposal Site for dredge material management.

33. BUDGETARY FUNDING/TERMINATION: The parties hereto acknowledge that the performance of the County's obligations under the terms of this Lease are contingent on annual budgetary funding by the Board of County Commissioners. In the event the County is unable to satisfy a time for performance specified herein solely because of insufficient funding, the County shall be granted an eighteen (18) month opportunity to cure such default. If the County has failed to complete performance within the time to cure, the PORT, in its sole and exclusive discretion, may elect to terminate this Lease by written notification to the County.

IN WITNESS WHEREOF, the parties have cause this Lease to be executed on the day and year first written above.

County:

ATTEST:

DOROTHY H. WILKEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF PALM BEACH COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_ (SEAL)  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney

PORT:

LEGAL FORM APPROVED  
BY DISTRICT COUNSEL

PORT OF PALM BEACH DISTRICT

BY: Robert [Signature]

BY: [Signature] (SEAL)  
Chair

DATE: 10/21/93

ATTEST: [Signature]  
Secretary

(g:\common\wpdata\gengovt\EBH\PNUI-POR.LSE: 10/22/93)





GEE & JENSON

Port of Palm Beach

Job No. 91-023.28

By: JAN Chkalova

July 7, 1993

### DESCRIPTION OF LEASE AREA AT PEANUT ISLAND

A portion of lands as described in Deed Book 988, Page 266 and Deed Book 410, Page 181 and Deed Book 409, Page 455 all as recorded in the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the point identified as the point of beginning in said Deed Book 410, Page 181;

thence South 69°51'00" West along the South line of lands as described in said Deed Book 988, Page 266, for 245.57 feet;

thence North 04°57'33" West along the West line of said lands as described in Deed Book 988, Page 266, same line also being the Easterly Right-of-Way line of the Intracoastal Waterway, for 1260.00 feet;

thence North 22°43'41" East along the said West line of lands as described in Deed Book 988, Page 266 and the said Easterly Right-of-Way line of the Intracoastal Waterway, for 39.21 feet;

thence South 85°06'57" East along the South line of lands as described in Official Record Book 7056, Page 6 of the said Public Records and the Westerly and Easterly projections thereof, for 1923.37 feet;

thence South 00°00'00" East along the East line of lands as described in said Deed Book 409, Page 455, for 592.06 feet;

thence South 69°51'00" West along the South line of said lands described in Deed Book 409, Page 455, for 692.37 feet;

thence North 07°21'53" West along the East line of lands as described in Deed Book 453, Page 307 of the said Public Records and the Southerly projection thereof, for 628.18 feet;

thence South 69°51'00" West along the North line of said lands as described in Deed Book 453, Page 307, for 307.63 feet to the Northwest corner of said lands as described in Deed Book 453, Page 307;

thence North 72°36'53" West, for 160.00 feet;

thence South 17°23'07" West, for 150.00 feet;

thence South 72°36'53" East, for 119.04 feet;

thence South 07°21'53" East along a line 100.00 feet West of (as measured at right angles) and parallel with the West line of said lands as described in Deed Book 453, Page 307, for 280.93 feet;

thence South 37°38'07" West, for 141.42 feet;

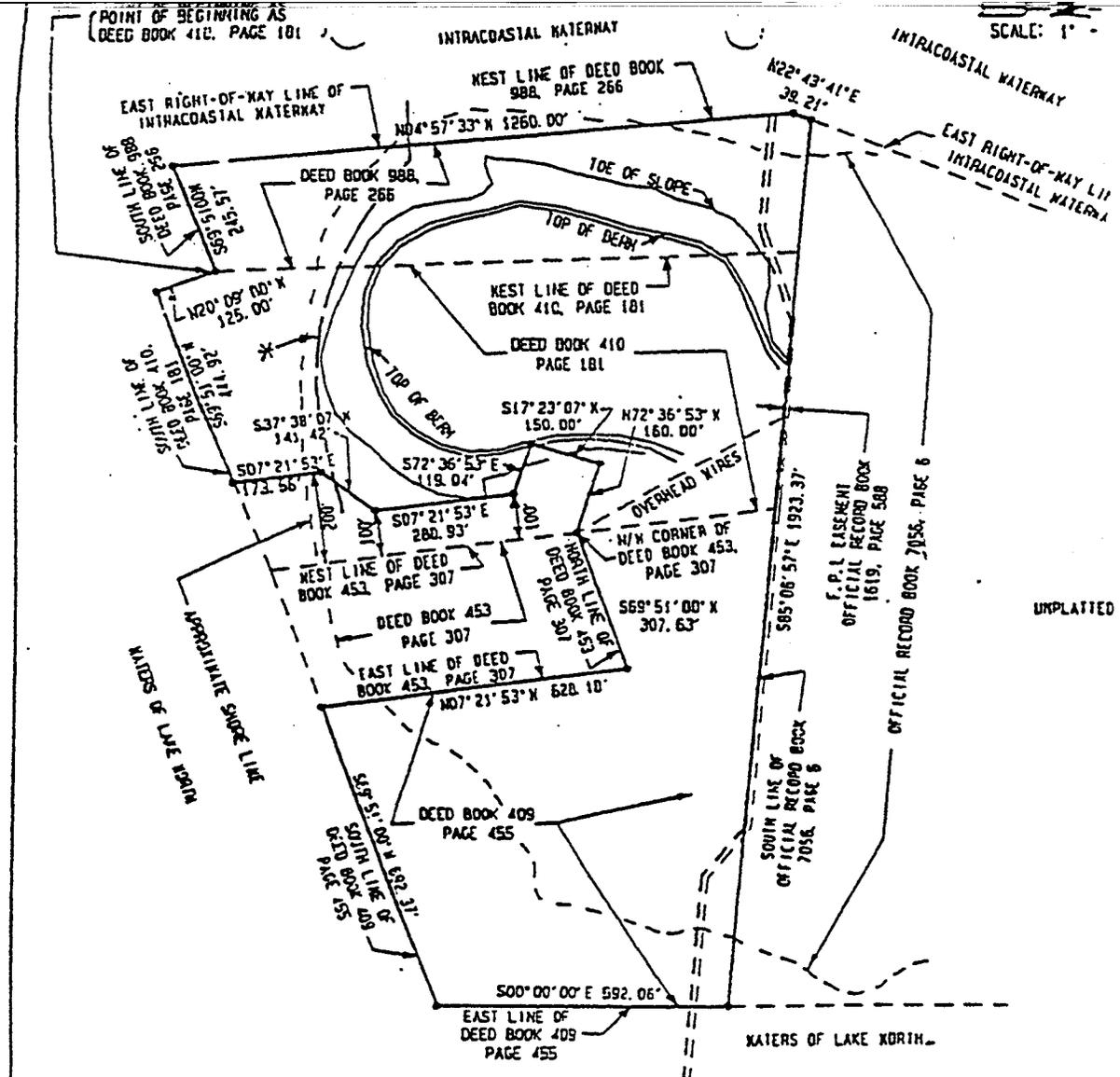
thence South 07°21'53" East along a line 200.00 feet West of (as measured at right angles) and parallel with the said West line of lands as described in Deed Book 453, Page 307, for 173.56 feet;

**GEE & JENSON**

thence South  $69^{\circ}51'00''$  West along the South line of lands as described in said Deed Book 410, Page 181, for 444.92 feet;  
thence North  $20^{\circ}09'00''$  West along the West line of said lands as described in Deed Book 410, Page 181, for 125.00 feet to the POINT OF BEGINNING.

Containing 36.27 Acres, more or less.

Said lands situate, lying and being in Palm Beach County, Florida.



\* Approximate Location of Under-ground Potable Water Pipeline.

**BEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS**  
 ONE HARVARD CIRCLE  
 WEST PALM BEACH, FLORIDA

SKETCH AND DESCRIPTION OF  
 LEASE AREA AT PEANUT ISLAND  
 PORT OF PALM BEACH PALM BEACH COUNTY, FLORIDA

DESIGNED JAD	DRAWN JAD	CHECKED WGA	JOB NO. 91-023.28	DATE 7-07-93	SCALE 1"=300'	APPROVED JAD	DIGITAL FILE "LEASE"	SHEET 3
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1. THIS IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION TO ACCOMPANY THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, ON-SITE INSPECTION OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE INFORMATION SHOWN HEREON.
2. THE UNDERSIGNED AND GEE & JENSON, ENGINEERS-ARCHITECTS-PLANNERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, RESERVATIONS, RESTRICTIONS, AGREEMENTS AND OTHER SIMILAR MATTERS WHICH SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21HH-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

FOR THE FIRM OF GEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS, INC.

BY: James A. Davis  
 JAMES A. DAVIS, P.L.S.  
 FLORIDA REGISTRATION NO. 4609

REPRODUCTIONS OF THIS CERTIFICATE ARE NOT VALID UNLESS SEALED WITH MY EMBOSSED SURVEYOR'S SEAL.

 <b>GEE &amp; JENSON ENGINEERS-ARCHITECTS-PLANNER</b> ONE HARVARD CIRCLE WEST PALM BEACH, FLORIDA				
SKETCH AND DESCRIPTION OF LEASE AREA AT PEANUT ISLAND PORT OF PALM BEACH      PALM BEACH COUNTY, FLO				
DESIGNED JAD	DRAWN DLB	CHECKED WCA	JOB NO. 91-023.28	DRAWING
DATE 7-7-93	SCALE —	APPROVED JAD	FILE NO.	SHEET 4 OF

LEGAL DESCRIPTION OF THE PARCEL ON PEANUT ISLAND  
TO BE DEEDED TO THE PALM BEACH MARITIME MUSEUM  
BY THE PORT OF PALM BEACH DISTRICT  
SEPTEMBER 16, 1992

Commencing at the Quarter Section Corner of the North Boundary of Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida, thence South 01 degrees 19'30" West, a distance of 2,676.54 feet to the center of said Section 33; thence South 88 degrees 50' 00" East, a distance of 1,225.62 feet along the East-West Quarter Section line of said Section 33 to an iron bolt on the center line of Dixie Highway (as located at the time of conveyance of the parcel described in Deed Book 453, Page 307 of the Public Records of Palm Beach County, Florida, from the Port of Palm Beach District to the U.S. Coast Guard); thence South 00 degrees 00' 40" West, a distance of 1088.02 feet along the centerline of said Dixie Highway, to an iron bolt at the intersection of said Dixie Highway as located at the time of conveyance of said parcel described in Deed Book 453, Page 307, and the base line of the Lake Worth Inlet Channel; thence North 69 degrees 51'00" East along said Channel base line, a distance of 3,102.18 feet to a point on the West line of a tract of land deeded by the Trustees of the Internal Improvement Fund to the Commissioners of the Lake Worth Inlet District by deed No. 17793, said point being the Point of Beginning of this description; thence North 07 degrees 21' 53" West along the West line of said tract deeded by the Trustees of the Internal Improvement Fund to the Commissioners of the Lake Worth Inlet District, a distance of 500.00 feet, said line also being the West line of the parcel deeded by the Port of Palm Beach District to the U.S. Coast Guard as described in said Deed Book 453, Page 307; thence North 72 degrees 36' 53" West, a distance of 160.00 feet; thence South 17 degrees 23' 07" West, a distance of 150.00 feet; thence South 72 degrees 36' 53" East, a distance of 119.04 feet; thence South 07 degrees 21' 53" East, a distance of 280.93 feet; thence South 37 degrees 38' 07" West, a distance of 141.42 feet; thence South 07 degrees 21' 53" East, to the waters of Lake Worth; thence Easterly along the waters of Lake Worth to a point on the Southerly extension of the West line of said tract deeded by the Trustees of the Internal Improvement Fund to the Board of Commissioners of the Lake Worth Inlet District; thence North 07 degrees 21' 53" West along the West line of said tract to the Point of Beginning. The parcel herein described containing 1.82 acres more or less.

This description has not been confirmed by field survey.

EXHIBIT "B"

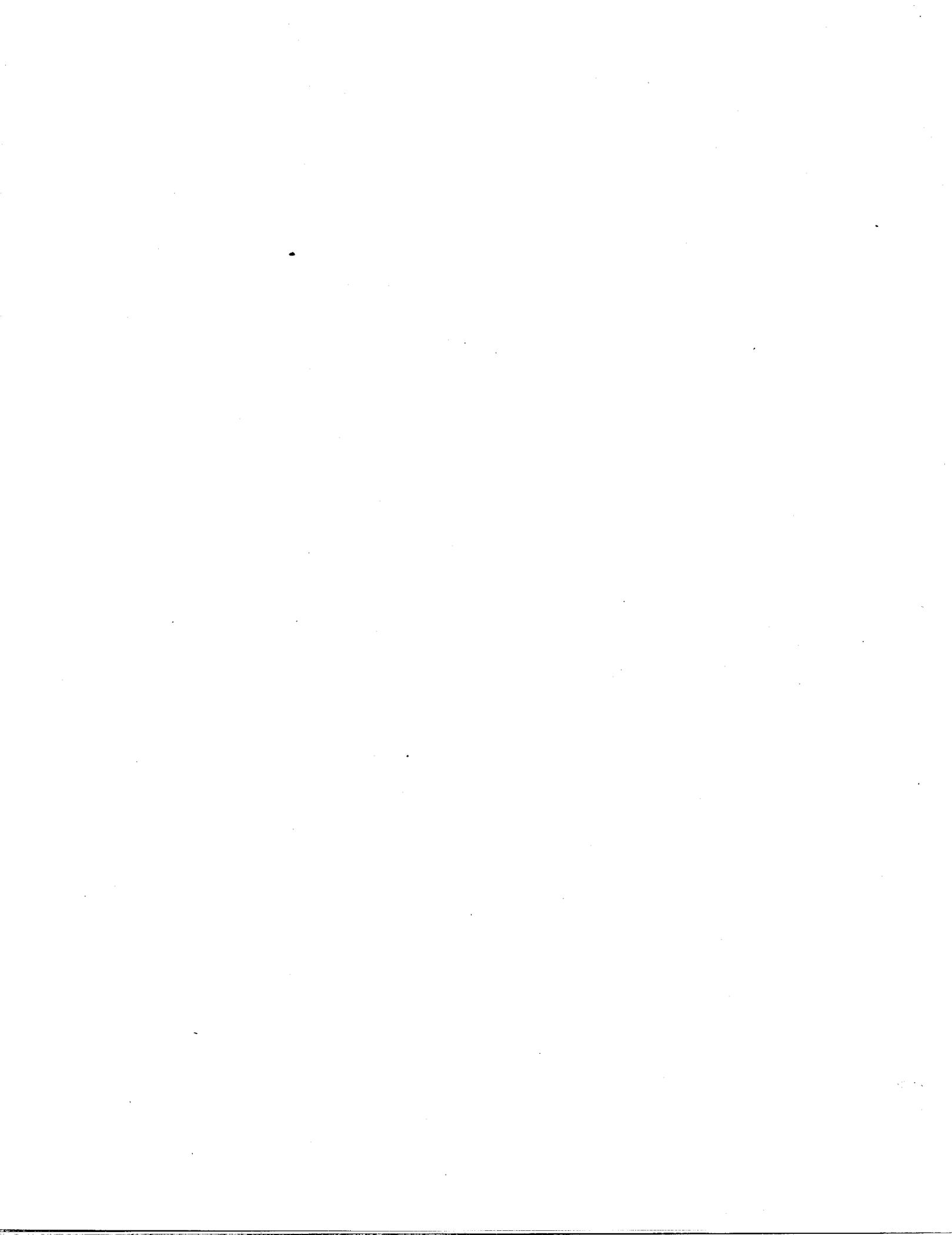


Policy or Guarantee No.: OPM-621119

This policy or guarantee does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy or guarantee and taxes or special assessments which are not shown existing liens by the public records.
2. ~~EXEMPTIONS FROM PAYMENT OF PROPERTY TAXES BY THE POLYGRAPHERS~~ WAIVED
3. Eminent domain, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. ~~EXEMPTIONS FROM PAYMENT OF PROPERTY TAXES BY THE POLYGRAPHERS~~ WAIVED
6. This policy does not insure any portion of the lands described in Schedule A hereof, that are below the mean high water line as depicted on that certain Boundary Survey prepared by St. Johns Survey Company, dated October 15, 1990, and identified as Job No. 250-015.
7. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida, as contained in instruments recorded in Deed Book 182, at Page 159; Deed Book 257, Page 110; Deed Book 410, Page 181; Deed Book 409, Page 416; Deed Book 988, Page 266; Deed Book 265, Page 356; Deed Book 910, Page 340; and Official Record Book 1344, Pages 289, 291, 293, and 299, all of the Public Records of Palm Beach County, Florida.
8. Easements as reserved in that certain instrument recorded in Official Record Book 1619, Page 588, of the Public Records of Palm Beach County, Florida.
9. Easements as reserved in that certain instrument recorded in Official Record Book 1013, Page 67, of the Public Records of Palm Beach County, Florida.
10. Any and all rights of the United States of America in and to any portion of the lands described in Exhibit "A" hereof, which lies within the bounds of any navigable waterway, or any portion which is filled-in land formerly within navigable waters, and any conditions contained in any permits authorizing the filling-in of such land.
11. Right of access over the subject property as granted to the United States of America in Deed Book 453, Page 307, of the Public Records of Palm Beach County, Florida.
12. Resolution No. R-84-197 of the Board of County Commissioners of Palm Beach County approving an agreement with the Palm Beach County Port Authority for the maintenance of Peanut Island dated January 31, 1984.
13. Restrictions as set forth in that certain Special Warranty Deed from Port of Palm Beach District to Florida Inland Navigation District, recorded on December 16, 1991, in Official Record Book 7056, Page 6, of the Public Records of Palm Beach County, Florida.

EXHIBIT "C"





GEE & JENSON

Port of Palm Beach  
Job No. 97-023.28  
By: Jay Chk  
July 7, 1993

DESCRIPTION OF DREDGE MATERIAL DISPOSAL AREA  
AT PEANUT ISLAND

A portion of lands as described in Deed Book 988, Page 266 and Deed Book 410, Page 181 and Deed Book 409, Page 455 all as recorded in the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the point of beginning per description of lands as described in said Deed Book 410, Page 181; thence North  $01^{\circ}43'00''$  West along the West line of said lands as described in Deed Book 410, Page 181, for 1182.70 feet to the POINT OF BEGINNING of this description;

thence South  $85^{\circ}06'57''$  East along the South line of lands as described in Official Record Book 7056, Page 6 of the said Public Records and the Easterly projection thereof, for 1322.30 feet;

thence South  $13^{\circ}00'00''$  West, for 331.60 feet;

thence South  $64^{\circ}00'00''$  West, for 350.00 feet;

thence North  $07^{\circ}21'53''$  West along the East line of lands as described in Deed Book 453, Page 307 of the said Public Records, for 244.49 feet;

thence South  $69^{\circ}51'00''$  West along the North line of said lands as described in Deed Book 453, Page 307, for 307.63 feet to the Northwest corner of said lands as described in Deed Book 453, Page 307;

thence North  $72^{\circ}36'53''$  West, for 160.00 feet;

thence South  $17^{\circ}23'07''$  West, for 150.00 feet;

thence South  $72^{\circ}36'53''$  East, for 119.04 feet;

thence South  $07^{\circ}21'53''$  East along a line 100.00 feet West of (as measured at right angles) and parallel with the West line of said lands as described in Deed Book 453, Page 307, for 192.23 feet;

thence South  $64^{\circ}00'00''$  West, for 280.33 feet;

thence South  $87^{\circ}00'00''$  West, for 220.00 feet;

thence North  $55^{\circ}00'00''$  West, for 160.00 feet;

thence North  $20^{\circ}00'00''$  West, for 260.00 feet;

thence North  $14^{\circ}00'00''$  East, for 590.00 feet to the POINT OF BEGINNING.

Containing 18.05 Acres, more or less.

Said lands situate, lying and being in Palm Beach County, Florida.



1. THIS IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION TO ACCOMPANY THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, ON-SITE INSPECTION OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE INFORMATION SHOWN HEREON.
2. THE UNDERSIGNED AND GEE & JENSON, ENGINEERS-ARCHITECTS-PLANNERS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, RESERVATIONS, RESTRICTIONS, AGREEMENTS AND OTHER SIMILAR MATTERS WHICH SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21H11-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

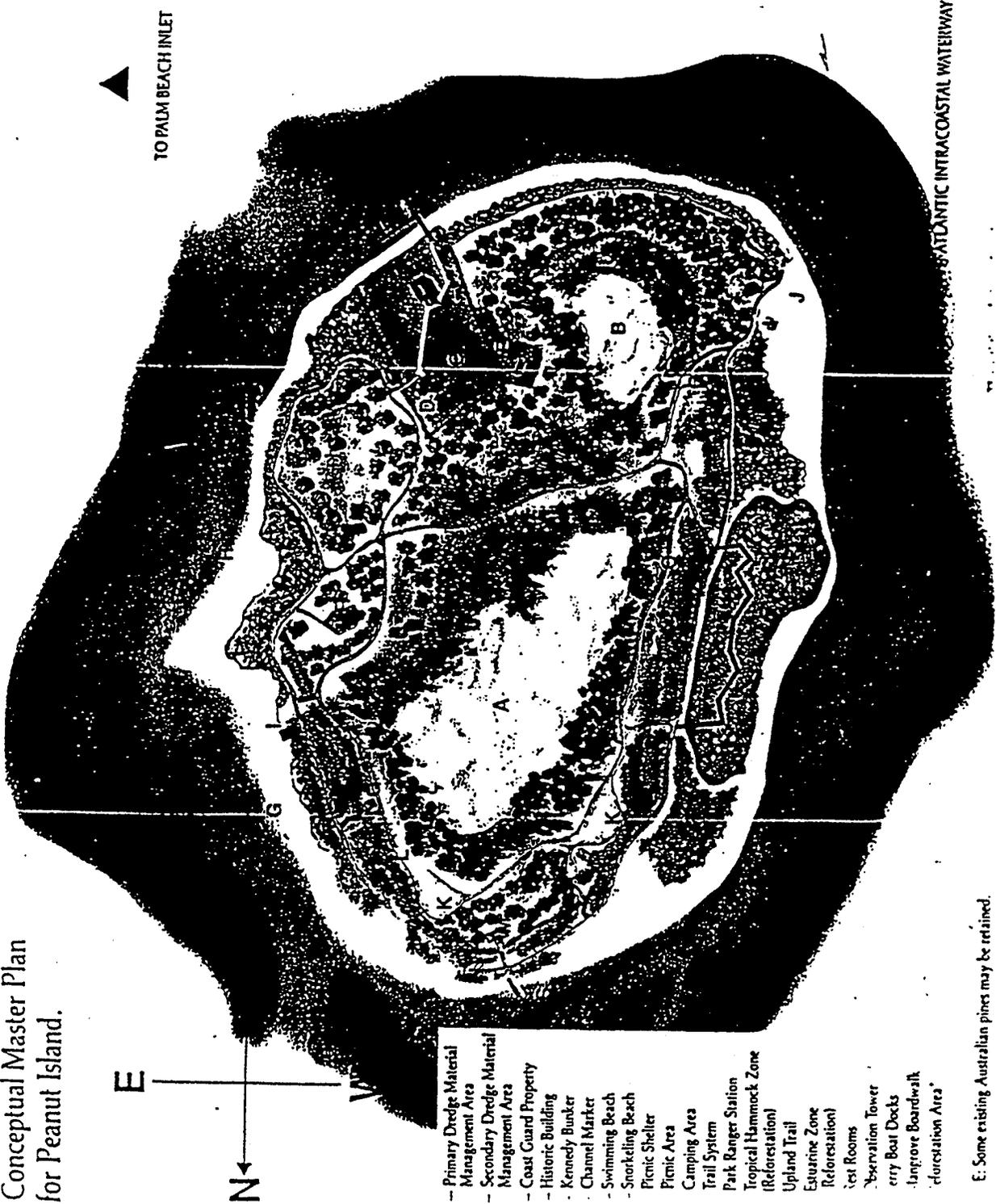
FOR THE FIRM OF GEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS, INC.

BY: James A. Davis  
 JAMES A. DAVIS, P.L.S.  
 FLORIDA REGISTRATION NO. 4609

REPRODUCTIONS OF THIS CERTIFICATE ARE NOT VALID UNLESS SEALED WITH MY EMBOSSED SURVEYOR'S SEAL.

 <b>GEE &amp; JENSON ENGINEERS-ARCHITECTS-PLANNERS, INC.</b> ONE HARVARD CIRCLE WEST PALM BEACH, FLORIDA				
SKETCH AND DESCRIPTION OF DREDGE MATERIAL DISPOSAL AREA AT PEANUT ISLAND POINT OF PALM BEACH PALM BEACH COUNTY, FLORIDA				
DESIGNED JAD	DRAWN D.C.B.	CHECKED WJA	JOB NO. 91-023.28	DRAWING
DATE 7-7-93	SCALE -	APPROVED JAD	FILE NO.	SHEET 3

# Conceptual Master Plan for Peanut Island.



- Primary Dredge Material Management Area
- Secondary Dredge Material Management Area
- Coast Guard Property
- Historic Building
- Kennedy Bunker
- Channel Marker
- Swimming Beach
- Snorkeling Beach
- Picnic Shelter
- Picnic Area
- Camping Area
- Trail System
- Park Ranger Station
- Tropical Hammock Zone (Reforestation)
- Upland Trail
- Estuarine Zone (Reforestation)
- Rest Rooms
- Observation Tower
- Ferry Boat Docks
- Mangrove Boardwalk
- "Reforestation Area"

E: Some existing Australian pines may be retained.

ATLANTIC INTRACOASTAL WATERWAY

5DZ

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

R-94-42-D  
MIN 6-0 A OUT

Meeting Date: January 4, 1994 ( ) Consent (X) Regular  
( ) Ordinance ( ) Public Hearing

Department: Parks and Recreation Department

I. EXECUTIVE BRIEF

A. Motion and Title: Staff recommends motion to approve: LEASE AGREEMENT with the FLORIDA INLAND NAVIGATION DISTRICT (FIND) for a parcel of FIND owned land at the north end of Peanut Island.

B. Summary: The Parks and Recreation Department recommends approval of a long term lease agreement for a 50 acre parcel located at the north end of Peanut Island for the purpose of establishing and operating a County Park.

The term of the lease is for an initial period of 30 years with one automatic renewal option of 25 additional years. Under the terms of the agreement the County is required to 1) pay Florida Inland NAVIGATION District (FIND) an amount of one dollar per year 2) adopt an overall Master Plan for Peanut Island Park within 12 months of approval of a funding grant from FIND and; 3) develop and submit an Operational Management Plan to the Port within 8 months of Master Plan approval.

This lease will run concurrently with, and under similar terms and conditions as, its companion lease for 36 acres at the south end of Peanut Island with the Port of Palm Beach District.

C. Background and Policy Issues: Over the past 15 years the County Parks and Recreation Department has pursued numerous methods of acquiring Peanut Island due to its recognized potential for providing unique public boating and related passive recreational opportunities. More recently through the cooperative efforts of both the Florida Inland Navigation District (FIND) and the Port of Palm Beach District (Port) a unified approach has been developed that would grant the County a long term lease of Peanut Island and thus allow public use of the Island's most valuable shoreline areas for boating and passive recreational purposes. The specific purpose for the Lease is to provide an area for passive outdoor recreation and boat use and to promote the protection and enhancement of the public use of local water resources. The terms and conditions of the Lease would also allow both the Port and FIND to maintain their respective use of interior areas of Peanut Island as a needed spoil deposition site for material generated from future maintenance dredging operations. - Continued -

- D. Attachments:  
- Lease Agreement with FIND  
- Conceptual Master Plan for Peanut Island

Recommended By: *Thomas E. Williams* Department Director 12/6/93 Date

Reviewed By: *William E. Wilkins* Assistant County Administrator 12/23/93 Date



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	1994	1995	1996	1997	1998
Capital Expenditures	80,000	600,000	400,000	400,000	400,000
Operating Costs	25,000	25,000	50,000	60,000	70,000
Operating Revenues			10,000	15,000	20,000
Is Item Included in Current Budget?			Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Budget Account No.:	Fund _____	Agency _____	Or. _____	Object _____	
	Reporting Category _____				

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

The Master Planning and Engineering Design for the entire Peanut Island Project is estimated at \$165,000 and funding has already been allocated by FIND to the Port for this purpose and has no fiscal impact to the County.

Development costs for Peanut Island are estimated to be approximately \$2.0 million with construction to be phased over a 5 year period (1995-1999) and funded with FBIP and FIND Waterway Assistance program grants. Park Impact Fee revenues in the amount of \$80,000 were also budgeted in FY 1993-94 to supplement capital costs associated with this park's development.

The Department currently budgets \$25,000 for annual operating costs to maintain Peanut Island. Upon the completion of Park improvements in 1999 annual operational costs should increase by about \$55,000, for an annual total of \$80,000. Anticipated operating revenues should also reach \$25,000 by 1999 leaving a net increase of \$30,000 to be funded from ad valorem tax dollars.

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and or Contract Administration Comments:**

*See comments attached*

*[Signature]*  
OFMB *12/1/93*

*[Signature]*  
Contract Administration

*This contract complies with our contract review requirements*

**B. Legal Sufficiency:**

*[Signature]*  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

REVISED 02/92  
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

*1/1/94*  
*1/1/94*

C. Background and Policy Issues: - Continued -

The main terms and conditions of this Lease Agreement with FIND are summarized as follows:

- The Leased Premises consists of approximately 50 acres.
- The term of the lease is for a period of 30 years with an automatic renewal of 25 years at a cost of one dollar per year.
- A Master Plan for the Park shall be developed within twelve (12) months of the Port awarding the notice to proceed with the engineering design and Master Plan.
- The County shall develop and implement an Operational Management Plan (OMP) within 8 months of the FIND's approval of the Master Plan.
- The cost of all Park improvements and their operation and maintenance is the responsibility of the County.

The attached Conceptual Master Plan for Peanut Island was developed by the Port through the cooperative efforts of the Parks and Recreation Department and FIND. The Plan provides a unified development approach for the Island and identifies the various recreational facilities and proposed uses to be incorporated in the Master Plan. FIND has already allocated \$165,000 for use by the Port over the next 12 months to complete the Master Plan and construction documents, and has also expressed their desire to be an active participant with the County in funding the phased development of the park in the future.

The Park facilities shown on the Conceptual Master Plan have an estimated construction cost in the neighborhood of \$2.0 million. The Parks and Recreation's intent is to budget annual Boating Improvement Fund (FBIP) revenues and to apply for matching grants from FIND to complete the phased design and construction of this park facility over the next five year period. Park Impact Fees may also be used to supplement capital needs where necessary.

In addition to development costs, an increase in the Park's operational budget will occur as the phased construction of the Park's Master Plan is completed. The Department's current operating budget for maintenance performed on the Island is approximately \$25,000. Annual operations and maintenance costs are expected to increase to \$80,000 by 1999 when all park facilities are to be completed. Operating revenues of \$25,000 are also expected to be generated from user fees similar to those established at other park facilities for camping, group picnicking and boat mooring. Those operating revenues generated will be used to help offset a percentage of the overall operations and maintenance expenses for this Park.

Staff recommends approval of this Lease Agreement with the Port due to the many recreational benefits to be provided for the boating and non-boating public of Palm Beach County. Most, if not all, of the development costs associated with this project will be provided from outside agencies (i.e. FBIP and FIND) whose specific authority includes the promulgation of boating related facilities and recreational opportunities.

Regular Agenda Item for January 4, 1994  
Parks and Recreation  
Lease Agreement with Florida Inland Navigation District for a  
parcel of land on Peanut Island

OFMB FISCAL COMMENTS:

The Five Year Capital Improvement Program (CIP) has \$80,000 in FY 93/94 for design work on Peanut Island funded from Park Impact Fees. This is the only capital funding included in the County's CIP for Peanut Island. The Florida Inland Navigation District (FIND) and the Florida Boating Improvement Program (FBIP) are the proposed funding sources for the project. If the proposed funding package from FIND/FBIP for the various capital improvements does not materialize, there may not be funds available from County resources to complete the improvements.

The estimates of future operating revenues and expenses for the project are very preliminary at this time. The Parks Department will be required to request funding for the increased level of operating expenses as a "Supplemental Budget Request" in the fiscal years the additional funds become necessary.

The proposed funding package uses FIND and FBIP sources. FIND currently requires a local contribution to projects they fund equal to the amounts funded by FIND (i.e. 50/50). The County uses FBIP funds to provide the required local match for FIND funded projects. At current FBIP levels, substantially all (80% plus) of the FBIP funds will be required to match the FIND funds. Parks has indicated that there is a possibility that FIND may waive or modify the match requirement for this project and provide additional direct funding thereby reducing or eliminating the required local match. However, if the existing match requirements continue through the development period for this project (FY 94 through FY 99) there will be less than \$50,000 available annually for other boating related improvements throughout the County.



## LEASE AGREEMENT

This LEASE AGREEMENT ("LEASE") is made and entered into this \_\_\_\_\_ day of JAN 4 1994 19\_\_\_\_, between FLORIDA INLAND NAVIGATION DISTRICT, a body corporate and existing under the laws of the State of Florida ("District"), and PALM BEACH COUNTY, a political subdivision of the State of Florida ("County").

## RECITALS

WHEREAS, District is the owner in fee of a parcel of land in Palm Beach County, Florida, designated as a portion of Peanut Island; (PB-PI) which is used by the United States for the improvement and maintenance of the Intracoastal Waterway from Nassau County to Dade County, Florida and holds title within this area subject to an easement heretofore granted by it to the United States of America for such use; and

WHEREAS, County desires to lease from District that portion of Peanut Island known as PB-PI, a description of which is attached hereto as Exhibit A and made a part hereof, for recreation purposes subject to said prior right and easement of the United States and to the terms and conditions of this Lease; and

WHEREAS, District operates a program to assist Local Governments in the improvement of waterways within the District and that this project is such an improvement; and

WHEREAS, District desires to continue in the assurance of the proper development and management of District's property; and

WHEREAS, District is of the opinion that such use by the County is in the public interest; and

WHEREAS, District maintains that a lease should be executed for a limited term at a nominal rental subject to the terms and conditions stated herein.

## WITNESSETH

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties hereto:

1. RECITALS: The recitals contained herein above are true

and correct and incorporated herein by reference.

2. LEASE: District hereby leases to County a portion of Peanut Island as described in Paragraph 4 below, subject to the terms and conditions set forth herein.

3. PROJECT MANAGEMENT: The Project Manager for the District is its Executive Director and all correspondence and communications from the County shall be directed to him/her. The Project Manager shall be responsible for overall coordination and oversight related to the performance of this Lease.

4. DESCRIPTION OF PREMISES: The property which is the subject of this Lease, is situated in Palm Beach County, State of Florida, as described in that Certain SPECIAL WARRANTY DEED dated December 13, 1991 from the Port of Palm Beach District to Florida Inland Navigation District which is attached hereto as Exhibit "A-1" and made a part hereof LESS and excluding that Certain area which shall be retained by and used by District as a dredged material management area as depicted and described on Exhibit "A-2" attached hereto and made a part hereof (collectively the property described in Exhibit "A-1" less the property described in "A-2" will hereinafter be referred to as the "Leased Premises").

5. EXISTING CONDITIONS: County agrees to accept the Leased Premises in "as is" condition subject to existing easements and deed restrictions as listed on Exhibit "B" attached hereto and made a part hereof.

6. TERM: The term of this Lease shall be for an initial 30 year period with one (1) option to renew for a twenty-five (25) year term. Rent shall be one (1) dollar per year and shall be paid in advance. Prepayment of rent shall not affect in any way the District's rights under paragraph 24 below. The initial period shall commence on the date of execution of this Lease by both parties, and shall continue for a period of 30 years. A second term of twenty-five (25) years shall automatically commence absent written notice of termination by the District to County at least 90 days prior to the end of the initial term.

7. PURPOSE: County shall use the Leased Premises only for

the establishment and operation of a County Park in order to provide an area for passive public outdoor recreation, boating use, and the restoration and enhancement of the water resources and related environmental values of the Lake Worth Estuary.

8. QUIET ENJOYMENT AND RIGHT OF USE: County shall have the right of ingress and egress to, from, and upon the Leased Premises for all purposes that are necessary for the full enjoyment by said County of the rights conveyed herein. Notwithstanding the foregoing, County recognizes that the property described in Exhibit A-2 which has been retained by District is physically surrounded by the Leased Premises, is not the subject of this Lease and shall be used as a dredged material management area site ("DMMA") by District. Accordingly, County's quiet enjoyment and right to use the Leased Premises shall not conflict with the intent of District Dredge Material Management Program for this property as described in Exhibit "C".

9. UNAUTHORIZED USE: County shall, through its agents and employees, use its best effort to prevent the unauthorized use of the Leased Premises or any use thereof not in conformance with this Lease.

10. ASSIGNMENT: This Lease shall not be assigned in whole or in part without the prior written consent of District. Any assignment made either in whole or in part without the prior written consent of District shall be void and without legal effect.

11. DEVELOPMENT PLANS: District will provide the County with all information including surveys, engineering plans and other data to assist in the development of all plans concerning the Leased Premises. The parties agree that the development of the plans referenced in Paragraphs 11.1 and 11.2, inclusive will follow the referenced schedule. However, should the schedule deviate because of unforeseen circumstances, the parties agree to cooperate in the preparation of a new plan schedule subject to approval of the parties' respective Boards.

11.1 MASTER PLAN: A Master Plan (MP) shall provide a general plan for the phased plan of development and management of the Leased Premises, including all site design and engineering plans. District and County recognize that the balance of Peanut Island not owned by District or the County is owned by the Port of Palm Beach (the "Port") and that the County intends to negotiate a lease with the Port for a portion of the Port's Peanut Island property (the "Port lease") concurrently with this Lease with the intent to develop and construct a passive park around the entire island ("Peanut Island Park"). District has made County and the Port aware that it may have funds available which may be applied towards development of a MP for Peanut Island Park, subject to approval of the District's Board. Further, the parties acknowledge that the engineering firm of Gee and Jenson has worked extensively with the Port's Peanut Island property and is quite familiar with the topography and vegetation of Peanut Island. The parties believe that it is in the best interest of District, the County and the Port to develop a coordinated MP for Peanut Island Park. District and Port shall provide the funds be utilized to employ Gee and Jenson to complete the MP of Peanut Island Park, subject to the approval of the District and the County that Gee & Jenson, District and the Port acknowledge that the MP is for the benefit of the District and County and that the County will be assigned the MP to facilitate the construction of Peanut Island Park in accordance therewith. The MP shall be developed within twelve (12) months of the District and the Port giving Gee and Jenson a Notice to proceed and thereafter shall be submitted to District's Board of Commissioner and the Palm Beach Board of County Commissioners for approval.

11.2 OPERATIONAL MANAGEMENT PLAN:

A. County shall develop and implement, in consultation with the District, an Operational Management Plan (OMP) for the Leased Premises. The OMP shall provide general background data on the Leased Premises, contain information on the properties resources, set forth general and specific management goals,

objectives and guidelines and outline the specific procedures, funding requirements, staffing levels and management practices necessary for their accomplishment. The OMP shall be submitted by the County to the District within eight (8) months of the approval of the MP.

B. In the event the parties are not able to come to agreement on the OMP within one hundred eight (180) days of submittal, this shall be sufficient cause to terminate this Lease pursuant to Paragraph 24 below. The Leased Premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the Leased Premises without the prior written approval of the District until the OMP is approved. The County shall not proceed with development of said Leased Premises until the MP and the OMP required herein has been submitted and approved.

C. The County and the District will appoint authorized representatives who will meet at least once annually to review and discuss the management activities authorized by this OMP and to agree to any changes in the OMP and/or additional rules and regulations governing public use of the lands covered by the OMP that may be deemed appropriate. The County shall prepare and submit for discussion at the annual meeting a yearly summary report which shall include:

1. County's management program and activities on the Leased Premises.
2. Status of the development program.
3. Status of visitor use.
4. Review of special problems and concerns encountered over the previous year.

D. The approved OMP shall provide the basic guidance for all management activities and shall be reviewed jointly by District and County during the annual meeting and updated as necessary. The County shall not use or alter the Leased Premises except as provided for in the approved OMP without the prior written approval of District.

12. EASEMENTS: County shall not grant any easements including, but not limited to, utility easements without the prior written approval of District. Any easement not approved in writing by shall be void and without legal effect.

13. SUBLEASES: This Lease is for the purposes specified herein, and subleases of any nature are prohibited without the prior written approval of District. Any sublease not approved in writing by District shall be void and without legal effect.

14. RIGHT OF INSPECTION: District or its duly authorized agents, representative or employees shall have the right at any and all times to inspect the Leased Premises and the works and operations of County in any matter pertaining to this Lease.

15. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements and signs shall be constructed at the expense of County in accordance with the MP approved by the District and attached to and made part of the OMP. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of District. Removable equipment and removable improvements placed on the Leased Premises by County which do not become a permanent part of the Leased Premises will remain the property of County and may be removed by County upon termination of this Lease, pursuant to Paragraph 26 below.

16. INDEMNITY:

16.1 INDEMNITY BY COUNTY: To the extent permitted by Florida law, County hereby covenants and agrees to indemnify, protect, defend, and hold and save District harmless from any and all claims, bodily injury, personal injury, property damage, actions, lawsuits and demands of any kind or nature arising out of the acts or omissions of the County in the County's use of the Leased Premises under the terms of this Lease. Nothing contained herein shall be construed as a waiver of sovereign immunity enjoyed by the parties hereto, as provided in §768.28, F.S., as amended, or any other law providing limitations on claims. Further, nothing herein shall be construed as a waiver of the limitations on

liability enjoyed by a landowner providing land to the public for outdoor recreational purposes, provided in §375.251, F.S.

16.2 INDEMNITY BY DISTRICT: To the extent permitted by Florida law, District hereby covenants and agrees to indemnify, protect, defend, and hold and save County harmless from any and all claims, bodily injury, personal injury, property damage, actions, lawsuits and demands of any kind or nature arising out of the acts or omissions of the District in the District's use of and/or access over the Leased Premises to and from the DMMA. Nothing contained herein shall be construed as a waiver of sovereign immunity enjoyed by the parties hereto, as provided in §768.28, F.S., as amended, or any other law providing limitations on claims. Further, nothing herein shall be construed as a waiver of the limitations on liability enjoyed by a landowner providing land to the public for outdoor recreational purposes, provided in §375.251, F.S.

17. INSURANCE:

A. The County shall procure and maintain, through the term of this Lease, Worker's Compensation insurance up to the limits specified by Florida Statute. The County shall provide an insurance certificate demonstrating such coverage prior to the commencement of performance. Notwithstanding the number of the employees or any other statutory provisions to the contrary, the Worker's Compensation insurance shall extend to all employees of the County and subcontractors. The Worker's Compensation insurance policy required by this Lease shall also include Employer's Liability.

B. Without waiving the right to Sovereign Immunity, the County acknowledges that it is self-insured under State Sovereign Immunity Statutes with coverage limits of \$100,000.00 per person and \$200,000.00 per occurrence or such monetary waiver limits as may, from time to time during the term of the lease agreement, be set forth in the State Sovereignty Immunity Statutes which District recognizes as acceptable regarding General Liability. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance

of this Lease. This shall include the following endorsements:

- i. premises and operations;
- ii. independent contractors';
- iii. products and completed operations; and
- iv. contractual liability

C. The County acknowledges and agrees that in the event the District is named in any legal action as a result of the acts and omissions of the County in the County's use and occupancy of the Leased Premises under the terms of this Lease, the County shall respond with all necessary defense of the District, and payment of all judgments and costs against the District in the same manner and to the same extent as if the District in the same manner and to the same extent as if the District were identified as an Additional Insured with the County's Self-Insured Program.

D. The District acknowledges and agrees that in the event the County is named in any legal action as a result of the acts and omissions of the District in District's use of and/or access over the Leased Premises to and from the DMMA, the District shall respond with all necessary defense of the County, and payment of all judgments and costs against the County in the same manner and to the same extent as if the County in the same manner and to the same extent as if the County were identified as an Additional Insured with the District's Self-Insured Program.

18. PAYMENT OF TAXES AND ASSESSMENTS: County shall assume full responsibility for and shall pay taxes and assessments that accrue to the Leased Premises and/or to the improvements thereon, including any and all ad-valorem taxes and drainage and special assessments or any other taxes or assessments of every kind which may be hereafter lawfully assessed and levied against the Leased Premises.

19. NO WAIVER OF BREACH: The failure of District to insist in one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver or avoidance of such covenants, terms or conditions, but the same shall continue in full force and effect,

and no waiver by District of any of the provisions hereof shall, in any event, be deemed to have been made unless the waiver is set forth in writing and signed by District.

20. NON-DISCRIMINATION: County shall assure and certify that it will comply with Title IV of the Civil Rights ACT of 1964 (PL 88-352) and, in accordance with that Act, shall not discriminate against any individual's race, color, creed, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Leased Premises or upon lands adjacent to and used as an adjunct of the Leased Premises.

21. UTILITY FEES: County shall be responsible for payment of all charges including connection costs and fees for the furnishing of gas, electricity, water and other public utilities to the Leased Premises and for having the utilities turned off when the Leased Premises are surrendered. County's liability hereunder shall be limited to utilities used for solely for park purposes.

22. COMPLIANCE WITH LAWS: County agrees that this Lease is contingent upon and subject to County obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules and laws of the State of Florida or the United States or of any political subdivision or agency of either.

23. NOTICE: All notices given under this Lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to §253.04, F.S., to the last address of the party to whom notice is to be given, as designated by such party in writing. District and County hereby designate their address as follows:

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

County: Palm Beach County  
Department of Parks and Recreation  
2700 6th Avenue South  
Lake Worth, Florida 33461  
Attn: Dennis L. Eshleman, Director

With a  
Copy to: Palm Beach County Attorney's Office  
P.O. Box 1989  
West Palm Beach, FL 33402

Copies of all Notices shall also be delivered to the District's Project Manager.

24. BREAK OF COVENANTS, TERMS OR CONDITIONS: Should County breach any of the covenants, terms, or conditions of this Lease, District shall give written notice to County to remedy such breach within thirty (30) days of such notice. In the event County fails to remedy the breach to the satisfaction of District with thirty (30) days of receipt of written notice, District may either terminate this Lease and recover from County all damages District may incur by reason of the breach including, but not limited to, the cost of recovering the Leased Premises and attorney's fees and costs; or maintain this Lease in full force and effect and exercise all rights and remedies herein conferred upon District.

25. DAMAGE TO THE PREMISES: County agrees that it will not do, or cause to be done, in, on, or upon the Leased Premises or as affecting said Leased Premises, any act which may result in damage or depreciation of value to the Leased Premises, or any part thereof. County shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents used or produced in County'S operations on the Leased Premises or in any manner not permitted by law. In the event of accident or discovery of such disposal, the County shall immediately report such occurrence to the District, indicating what is being disposed of, and where and how disposal is to take place. County shall be responsible for all costs of cleanup for material placed on the Leased Premises after the Effective Date of this Lease.

26. SURRENDER OF PREMISES: Upon termination or expiration of this Lease, County, shall surrender the Leased Premises to District. In the event no further use of the Leased Premises or any part thereof is needed, County shall give written notification to the District at least six (6) months prior to the release of any of all of the Leased Premises. Notification shall include a legal description, this LEASE number, and explanation of the release. Upon termination or expiration of this Lease, all structures permanently affixed to the land and all improvements made will

become the Leased Premises of the District, provided, however, that if any structures are such, in District's determination, that they can be moved without harm to the area where situated then the County may within thirty (30) days following termination remove the same. Upon final termination, the Leased Premises must be left in essentially the same condition as when it was first leased to the County, save for ordinary wear and tear, unless otherwise approved in writing by the District.

27. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Leased Premises is held by District. County shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Leased Premises including, but not limited to, mortgages or construction liens against the Leased Premises or against any interest of District therein.

28. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected impaired or invalidated.

29. ENTIRE UNDERSTANDING: This Lease sets forth the entire understanding between the Parties and shall only be amended with the prior written approval of the Parties.

30. MAINTENANCE OF IMPROVEMENTS: County shall maintain the real property contained within the Leased Premises and the improvements located thereon in a state of good condition, working order and repair including, but not limited to, keeping the Leased Premises free of trash or litter, meeting all applicable building and safety codes, and maintaining the planned improvements as set forth in the OMP. Maintenance of any and all existing dredge material management structures on the DMMA is reserved to the District or its agents and assigns.

31. GOVERNING LAW: This Lease shall be governed by and interpreted according to the laws of the State of Florida.

32. SECTION CAPTIONS: Articles, subsection and other

captioned contained in this Lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope or extent of intent of this Lease or any provisions thereof.

33. SPECIAL CONDITIONS: The following special conditions shall apply to this Lease:

A. County shall insure that the Leased Premises is identified as being publicly owned and operated as a public outdoor recreational facility in all signs, literature and advertising, and shall erect signs identifying the Leased Premises as being open to the public and as a District property and project; and

B. District agrees to construct and maintain all boundary fences and to install and maintain any gates required for access to the DMMA; and

C. The County agrees to install and maintain all required entrance and informational signage for its management activities; and

D. The County shall comply with any public access restrictions required by the United States of America during the periodic use of the Leased Premises for access to the DMMA for dredge material management.

E. The County shall not restrict access of the United States of America, the District and their respective agents and employees, to the property, including but not limited to the Leased Premises, as needed during periodic use of the dredge material management area.

F. The County will not change the name of the Leased Premises from "Peanut Island Park" without the concurrence of the District's Board of Commissioners.

34. INTERIM MANAGEMENT: Upon execution of this Lease and prior to the District's Board of Commissioner's approval of the OMP for the Leased Premises, County shall assume management activities necessary to protect the Leased Premises, subject to but not limited to the following:

A. Security - The County shall use its best efforts to

reasonably secure the Leased Premises from unauthorized entry.

B. Refuse Control - The County shall take the necessary measures to collect and control the deposition and spread of refuse, trash, garbage and other man-made items on the Leased Premises.

Upon approval of the OMP by the District's Board of Commissioners, the provisions of this Paragraph 34 shall be waived in lieu of more specific provisions.

35. BUDGETARY FUNDING/TERMINATION: The parties hereto acknowledge that the performance of the County's obligations under the terms of this Lease are contingent on annual budgetary funding by the Board of County Commissioners. In the event the County is unable to satisfy a time for performance specified herein solely because of insufficient funding, the County shall be granted an eighteen (18) month opportunity to cure such default. If the County fails to complete performance within the time to cure, the District, in its sole and exclusive discretion, may elect to terminate this Lease by written notification to the County. Notwithstanding the foregoing, failure by the County to fulfill the obligation of maintenance (as outlined in Paragraph 30 above) as a result of insufficient funding, shall be enforceable in accordance with Paragraph 24 above.

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IN WITNESS WHEREOF, the parties have cause this Lease to be executed on the day and year first written above.

County:

ATTEST:

DOROTHY H. WILKEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF PALM BEACH COUNTY, FLORIDA

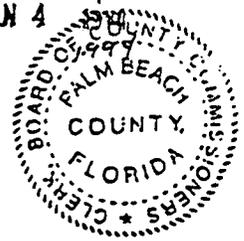
BY: *Dorothy Wilken*  
Deputy Clerk

BY: *Walter McCarty* (SEAL)  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

R94 42 D JAN 4 1994

BY: *E. F. Hill*  
County Attorney



District:

LEGAL FORM APPROVED  
BY DISTRICT COUNSEL

BOARD OF COMMISSIONERS OF THE  
FLORIDA INLAND NAVIGATION DISTRICT

BY: \_\_\_\_\_

BY: *Walter McCarty* (SEAL)  
Chair

DATE: \_\_\_\_\_

ATTEST: *[Signature]*  
Secretary

(g:\common\wpdata\gengovt\EBH\PNUT-IRV.LSE) 9/03/93