

**BOARD OF COMMISSIONERS
MEETING AGENDA
May 18, 2012**

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, May 18, 2012

**Miami Marriot Biscayne Bay Hotel
1633 North Bayshore Drive
Miami, Miami-Dade County, Florida**

Item 1. Call to Order.

Chair Bray will call the meeting to order.

Item 2. Pledge of Allegiance.

Commissioner Crowley will lead the pledge of allegiance to the United States of America.

Item 3. Roll Call.

Secretary Freeman will call the roll.

Item 4. Consent Agenda.

The consent agenda items are presented for approval. Commissioners may remove any items from this agenda that they have questions on or would like the Committee to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

(agenda follows colored page)

RECOMMEND Approval of the Consent Agenda.

Item 5. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced. Commissioners may remove any items from Committee agendas, which they would like the full Board to discuss in depth, and add them to the Board agenda.

RECOMMEND Approval of a final agenda.

Item 6. Board Meeting Minutes.

The Minutes of the following meetings are presented for approval:

- April 14, 2012 Personnel Committee Mtg. (see back up pages 8 - 11)
- April 14, 2012 Finance & Budget Committee Mtg. (see back up pages 12 - 14)
- April 14, 2012 Board Meeting (see back up pages 15 - 34)

RECOMMEND Approval of the minutes as presented.

Item 7. Public Comments.

The public is invited to provide comments on issues that are not on today's agenda.

Item 8. Draft Financial Audit for FY 2010 – 2011.

The District's Auditor has completed and will present a draft of the FY 2010-2011 Financial Audit for Board review and comment. The Finance and Budget Committee reviewed the draft audit this morning and will provide their comments.

(see Finance and Budget Committee Agenda Package)

Item 9. U.S. Army Corps of Engineers Report.

The U.S. Army Corps of Engineers has submitted a written report on ICW projects.

(see back up pages 35 - 38)

Item 10. Staff Report on Miami-Dade County Area Projects.

Staff will present a report on the District's projects and programs in Miami-Dade County.

(see back up pages 39 - 49)

Item 11. **Bryant Park Boat Ramp Waterways Assistance Program Project, Request for a Time Extension to Execute the Project Agreement, Palm Beach County.**

Palm Beach County applied for a Waterways Assistance Program project to reconstruct the City of Lake Worth's Bryant Park boat ramp while installing an environmental restoration project. Subsequently, the County withdrew the environmental restoration elements and the District awarded funded for the boat ramp portion of the project. The County exceeded the time limit to execute the project agreement as set forth in our program rules. The Project Agreement is now signed and the City has started construction of the project.

The County has requested that the District extend the time to execute the Project Agreement. Section 66B-2.008 provides that the Board makes all funding decisions.

(see back up pages 50 - 88)

RECOMMEND Approval of the execution of the Project Agreement for the Bryant Park Boat Ramp Facility with Palm Beach County.

Item 12. **Interlocal Agreement for Intracoastal Waterway Cut P-50 Maintenance Dredging, Palm Beach County.**

Cut P-50 of the Intracoastal Waterway experiences routine shoaling because of its proximity to the South Lake Worth Inlet. Palm Beach County is the sponsor for the inlet and we have executed Interlocal Agreements with them twice before to have the ICW dredged at the same time as they dredge the inlet. Additionally, the channel to the City of Boynton Beach's Boat Club Park boat ramp is dredged as well. The inlet and boat ramp dredging projects have been submitted as a Waterways Assistance Program project this year.

(see back up pages 89 - 110)

RECOMMEND Approval of an Interlocal Agreement with Palm Beach County for the maintenance dredging of Cut P-50 of the Intracoastal Waterway.

Item 13. Miami-Dade County Crandon Park Marina Waterways Assistance Program Projects Major Cost Estimate Modification.

The District awarded two Waterways Assistance Program projects for improvements to the seawall at the Crandon Park Marina and Boat Ramp. These projects were constructed for less than the project cost estimate. The County is requesting that the unspent assistance program funds be reallocated to the replacement of a seawall that collapsed as well as to provide additional security for parking at the marina. There is no increased cost to the District if this request is approved.

(see back up pages 111 - 119)

RECOMMEND Approval of the major cost estimate change to Miami-Dade County's Crandon Park Marina Waterways Assistance Program projects DA-09-114 and DA-10-121.

Item 14. Hydrographic Survey of the Intracoastal Waterway in the Vicinity of the Ponce De Leon Inlet, Volusia County.

There are reports of shoaling in the Intracoastal Waterway in the vicinity of Ponce De Leon Inlet. This area of the waterway was last dredged in 2008 and is one of our highest shoaling areas along the waterway. Staff requested a quote from our selected surveyor for this area, SEA Diversified.

(see back up pages 120 - 125)

RECOMMEND Approval of the fee quote in the amount of \$24,280.00 for a hydrographic survey of the Intracoastal Waterway in the vicinity of the Ponce De Leon Inlet.

Item 15. Hydrographic Survey of the Intracoastal and Okeechobee Waterways in the Vicinity of the Crossroads, Martin County.

The Crossroads area, which is the intersection of the Intracoastal and Okeechobee Waterways, is one of the highest shoaling areas on the waterways. Maintenance dredging occurs every 3-4 years and is scheduled for 2013. Staff requested a quote from our selected surveyor for this area, Morgan & Eklund, to perform a hydrographic survey to assess the current channel conditions.

(see back up pages 126 - 129)

RECOMMEND Approval of the fee quote in the amount of \$17,385.00 for a hydrographic survey of the Intracoastal and Okeechobee Waterways in the vicinity of the Crossroads.

Item 16. Hydrographic Survey of the Intracoastal Waterway in the Vicinity of Juno Beach, Palm Beach County.

There are reports of shoaling in the Intracoastal Waterway in the vicinity of Juno Beach associated with a drainage outfall. Staff requested a quote from our selected surveyor for this area, Morgan & Eklund.

(see back up pages 130 - 134)

RECOMMEND Approval of the fee quote in the amount of \$3,957.50 for a hydrographic survey of the Intracoastal Waterway in the vicinity of the Juno Beach.

Item 17. Okeechobee Waterway Maintenance Dredging Project, Martin County.

Bids were received for the maintenance dredging of the Okeechobee Waterway within Lake Okeechobee at the confluence of Routes 1 and 2. The shoaling at this location is an impediment to navigation within and across the lake. The District Engineer is reviewing the low bids and their references and will have a recommendation for the meeting.

(see back up pages 135 – 143)

RECOMMEND Approval of the responsive, qualified, low bid for the Okeechobee Waterway Maintenance Dredging Project.

Item 18. Construction Administration of the Okeechobee Waterway Maintenance Dredging Project, Martin County.

Bids were received for the maintenance dredging of the Okeechobee Waterway within Lake Okeechobee at the confluence of Routes 1 and 2. Staff requested a scope of services and fee quote from the District Engineer to administer this contract.

(see back up pages 144 – 149)

RECOMMEND Approval of the scope of services and a cost-plus not to exceed fee in the amount of \$66,829.60 from Taylor Engineering for construction administration of the Okeechobee Waterway Maintenance Dredging Project.

Item 19. **Second Amendment to Road Access Agreement for the Construction of the Crane Island Access Road, Nassau County.**

The District entered into an agreement in 2008 with our neighbors on Crane Island to pay a portion of the development cost of an access road and bridge to the island in exchange for a permanent easement over the road to DMMA NA-1. The agreement called for the road and bridge to be constructed within a certain timeframe. While the roadway was cleared and a temporary bridge installed over the marsh so that the District can perform construction activities, the final road has not been constructed yet. The timeframe has been extended twice and the developers/owners are requesting a third one year extension.

(see back up pages 150 - 195)

RECOMMEND Approval of a one year extension to the Road Access Agreement for the Construction of the Crane Island Access Road.

Item 20. **Seagrass Mitigation Area Identification, Martin County.**

Staff previously briefed the Land Acquisition and Management Committee on the concept of reviewing our existing inventory of ownerships and easements to determine if any of these properties could be used for potential seagrass mitigation if needed. Seagrass exists adjacent to and sometimes within the ICW channel from Brevard through Miami-Dade Counties. During the permitting of dredging, the regulatory agencies are requesting the development of conceptual mitigation plans to provide assurance of mitigation if a construction accident damages seagrass. Additionally, there is constantly pressure to do other things with our non-DMMA properties and staff wants to ensure that we preserve properties that can be used for mitigation.

Staff requested that the District Engineer provide a scope of services and fee quote to identify and evaluate our non-DMMA properties within one county as a pilot project for use as seagrass mitigation. This assessment would then be used to guide our long term property management as well as to assist us in developing permit related conceptual mitigation plans. If this effort is successful staff would recommend performing the same analysis in our other county's that have seagrass.

(see back up pages 196 – 198)

RECOMMEND Approval of the scope of services and fee quote in the amount of \$23,684.00 for Seagrass Mitigation Area Identification in Martin County.

Item 21. Washington Report.

A status report from Alcalde and Fay on our Washington efforts is presented for Board review.

(see back up pages 199 - 200)

Item 22. Finance and Budget Committee Report.

The District's Finance and Budget Committee met prior to the Board meeting and will provide their recommendations concerning items on their agenda.

(see Finance and Budget Committee Agenda Package)

RECOMMEND Approval of the recommendations of the District's Finance and Budget Committee.

Item 23. Nomination Committee for Officers.

The Nomination Committee for Officers met earlier today and the Chairman of the Committee will present their recommendations for officers for the next year. These officers will assume their positions after today's meeting.

(see Nomination of Officers Committee Agenda Package)

RECOMMEND Approval of the Nomination Committee for Officers recommendations for Officers for the period of June 2012 through May of 2013.

Item 24. Additional Staff Comments and Additional Agenda Items.

Item 25. Additional Commissioners Comments.

Item 26. Adjournment.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Personnel Committee Meeting

8:16 a.m., Saturday, April 14, 2012

The Hilton Garden Inn

55 Town Center Boulevard

Palm Coast, Flagler County, Florida

ITEM 1. Call to Order.

Chair Netts called the meeting to order at 8:16 a.m.

ITEM 2. Roll Call.

Assistant Executive Director Mark Crosley called the roll and Chair Netts, Commissioner Crowley, and Commissioner Freeman were present. Mr. Crosley stated that there was a quorum. Commissioner Colee arrived to the meeting at 8:16 a.m.

ITEM 3. Position Descriptions Review.

Chair Netts stated that staff has reviewed the position descriptions for the Executive Director and Assistant Executive Director positions and does not recommend any changes. He asked if the committee has any recommendations.

Chair Netts referred to the function “performs other duties as assigned” and stated that when talking with potential candidates make them aware that this means exactly what it says as FIND is a small organization with a small staff.

Commissioner Crowley noted that the District’s information kiosk is quite detailed to put together and asked if that should be included in the Assistant’s job

description. Mr. Roach suggested including that the Assistant manage the Community Outreach and set up of the kiosk.

Mr. Roach stated that staff plans to develop a schedule for the District's information kiosk and hopefully it will be moved from one location to another according to that schedule.

ITEM 4. Assistant Executive Director Selection Criteria.

Chair Netts stated that staff has formulated the selection criteria for the new Assistant Executive Director search.

Mr. Roach stated that he spoke with Commissioner Cuozzo and noted that the commissioner feels that a minimum of three years of Florida experience should be added to the job qualifications. Chair Netts stated that he would rather see that requirement placed under preferred criteria.

Commissioner Crowley stated that because a lot of our work is with the Florida Department of Environmental Protection or the U. S. Army Corps, he would like to see permitting experience for those agencies as a preferred criteria.

Commissioner Colee referred to the job description and stated that items included in this job description should be that the Assistant must attend monthly board meetings, including completion of the logistic setup and recording of the board meeting. Chair Netts stated that has been added to the essential functions.

Commissioner Colee suggested that the applicant have the ability to carry and lift up to 50 pounds. He stated that part of the job requirement includes setting up displays and the ability of someone to lift and carry is important. He suggested having Attorney Breton develop the correct language for that requirement.

Commissioner Colee stated that the requirement to carry a valid Florida driver's license should be under minimal qualifications.

Commissioner Colee asked about a drug free workplace. Mr. Roach stated that is in the Personnel Policy and stated that we could add that to the job description.

Commissioner Colee stated that under the Executive Director's job description items that should be added include; that he must attend all Board meetings, have a valid Florida driver's license, lift and carry up to 50 pounds, and have experience with media relations.

Commissioner Crowley suggested that Attorney Breton review this information to make sure it complies with all current employment rules and regulations. Mr. Roach stated that the District's position descriptions were developed by the personnel consultant a few years ago. He stated that Attorney Breton has not commented on this package but we will double check with him.

Commissioner Colee made a motion to approve a recommendation to the full Board for the Assistant Executive Director selection criteria as amended by the committee. Commissioner Crowley seconded the motion. Chair Netts asked for any further discussion, hearing none, a vote was taken and the motion passed.

ITEM 5. Starting Salary for the New Assistant Executive Director.

Mr. Roach stated that the committee needs to determine the starting salary level for the new Assistant Executive Director. He briefly reviewed staff salaries and suggested that the new Executive Director should start around \$90,000.00 per year.

Commissioner Crowley suggested a starting salary range of \$87,500.00 to \$92,500.00. Mr. Roach stated that it is important to not lead someone to believe that they

could receive a higher salary than the Board would actually offer. He stated that it is important to decide the maximum salary to be paid for this position. Commissioner Crowley stated that \$90,000.00 is a good number but, he would like some flexibility in the range.

Mr. Roach stated that is an interesting point and asked if the committee wants to publish the salary with the job advertisement. Commissioner Crowley suggested that the salary range needs to be included in the job advertisement. Commissioner Freeman agreed.

ITEM 6. Additional Agenda Items or Staff Comments.

Chair Netts asked if there were any additional staff comments or agenda items. There were none.

ITEM 7. Additional Commissioners Comments.

Chair Netts asked if there were any additional Commissioner comments.

Commissioner Kavanagh commented that the requirement to lift 50 pounds could eliminate some female applicants. She suggested that this be discussed with Attorney Breton.

Commissioner Colee stated that it is part of the job requirement and that it is applied equally to every applicant. He noted that the same applies to the ability to travel because that is part of the job requirement. He agreed, this should be discussed with Attorney Breton.

ITEM 8. Adjournment.

Chair Netts stated that hearing no further business the meeting was adjourned at 8:37 a.m.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Finance and Budget Committee Meeting

8:56 a.m., Saturday, April 14, 2012

The Hilton Garden Inn

55 Town Center Boulevard

Palm Coast, Flagler County, Florida

ITEM 1. Call to Order.

Chair Kavanagh called the meeting to order at 8:56 a.m.

ITEM 2. Roll Call.

Assistant Executive Director Mark Crosley called the roll and Chair Kavanagh, Commissioner Chappell, Commissioner Colee, Commissioner Freeman, and Commissioner Sansom were present. Mr. Crosley stated that a quorum was present.

ITEM 3. Financial Statements for February of 2012.

Chair Kavanagh presented the financial statements for February and asked for questions.

Commissioner Colee asked about the payment to McNicholas and Associates in the amount of \$431.25. Mr. Roach stated that was for the creative design work for the display ad that ran in the St. Augustine Record announcing the District's Community Outreach Event.

Commissioner Colee asked about class training for Mark Tamblyn at Kleinfelders. Mr. Roach stated that Kleinfelder provides training classes for gopher tortoise permitting and removal. He noted that Mr. Tamblyn is getting certified to perform those activities.

Chair Kavanagh asked about the cost for printing of District letterhead and envelopes. Mr. Crosley stated that we order several boxes at a time. Mr. Roach stated that we will perform price comparisons the next time we order those items.

Commissioner Freeman made a motion to recommend to the full Board approval of the financial statements for February of 2012. The motion was seconded by Commissioner Chappell. Chair Kavanagh asked for any additional discussion, hearing none, a vote was taken and the motion passed.

ITEM 4. February 2012 Expenditure and Project Status Report.

Chair Kavanagh presented the expenditure and project status reports for February. She asked for questions and there were none.

ITEM 5. Delegation of Authority Report.

Chair Kavanagh referred to the Executive Director's Delegation of Authority actions and stated that four actions were taken from March 1, 2012 through March 28, 2012. She asked for questions.

Commissioner Freeman asked about the gate repair at DMMA BV-2C. Mr. Roach stated that he is not sure what happened and noted that at some of our sites our neighbors routinely open or destroy the gates.

ITEM 6. Additional Agenda Items or Staff Comments.

Chair Kavanagh asked if there were any additional staff comments or agenda items.

Mr. Roach distributed an updated investment listing. He stated that the Vice-Chair and Treasurer will be signing a letter to transfer \$10 million from PNC to Bank United. He stated that Bank United is providing a 0.55% interest rate on this new CD.

Commissioner Sansom asked why we are only transferring \$10 million. Mr. Crosley noted that staff is conservative when it comes to the amount of funds held at each bank. Mr. Roach stated that he will check with the accountant about this transaction.

Commissioner Sansom asked about the SunTrust savings account. Mr. Roach stated that is where the District's tax receipts are electronically deposited. He noted that is all that account is used for.

ITEM 7. Additional Commissioners Comments.

Chair Kavanagh asked if there were any additional Commissioner comments. There were none.

ITEM 8. Adjournment.

Chair Kavanagh stated that hearing no further business the meeting was adjourned at 9:06 a.m.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Board of Commissioners Board Meeting

9:09 a.m., Saturday, April 14, 2012

The Hilton Garden Inn

55 Town Center Boulevard

Palm Coast, Flagler County, Florida

ITEM 1. Call to Order.

Chair Bray called the meeting to order at 9:09 a.m.

ITEM 2. Pledge of Allegiance.

Commissioner Netts led the pledge of allegiance to the flag of the United States of America.

ITEM 3. Roll Call.

Secretary Freeman called the roll and Chair Bray, Vice-Chair Colee, Treasurer Kavanagh, Commissioner Blow, Commissioner Bowman, Commissioner Chappell, Commissioner Crowley, Commissioner Netts, and Commissioner Sansom were present.

Secretary Freeman stated that a quorum was present.

ITEM 4. Consent Agenda.

Chair Bray asked if there were any comments or questions regarding the Consent Agenda. There were none.

Vice-Chair Colee made a motion to approve the Consent Agenda as presented. The motion was seconded by Commissioner Sansom. Chair Bray asked for any further discussion, hearing none, a vote was taken and the motion passed.

ITEM 5. Additions or Deletions.

Mr. Roach stated that he would like to add to the agenda; Item 16B, Certification of the Compliance Economic Review of the District's Rules.

Commissioner Blow made a motion to approve the final agenda as amended. The motion was seconded by Secretary Freeman. Chair Bray asked for any further discussion, hearing none, a vote was taken and the motion passed.

ITEM 6. Board Meeting Minutes.

Chair Bray asked if there were any comments or questions regarding the Board meeting minutes.

Vice-Chair Colee stated that at the last meeting we briefly discussed how the Federal government defines issues relating to the economic value of boating and yachts and how we can get the Federal government to consider those issues for ICW funding. He asked what we need to do to get that discussion placed on the Legislative Committee agenda. Mr. Roach stated that it will be on the next agenda.

Commissioner Sansom made a motion to approve the March 16, 2012 Personnel Committee, Finance and Budget Committee, Board Meeting, and Land Acquisition & Management Committee minutes as presented. The motion was seconded by Commissioner Blow. Chair Bray asked for any further discussion, hearing none, a vote was taken and the motion passed.

ITEM 7. Public Comments.

Chair Bray asked if there were any public comments on issues that are not on today's agenda. There were none.

ITEM 8. Comments from the U.S. Army Corps of Engineers.

Mrs. Shelley Trulock, the Intracoastal Waterway (IWW) Project Manager with the U.S. Army Corps of Engineers, stated that the completion date for DMMA IR 2 project is still June 9, 2012.

Mrs. Trulock stated that the grass that was planted is dying and the contractor is bringing in water trucks for daily watering. She stated that additionally, the grass has a lot of weeds. She stated that the contractor has come up with a remediation plan. She stated that a portion of the perimeter ditch was laid out too close to the center line of the concrete ramps. She stated that the contractor is re-digging those areas for adequate setback. She noted that the site will not be turned over to FIND until all issues are completed.

Mrs. Trulock stated that the IWW St. Augustine maintenance dredging project should be advertised in May and go to contract in the spring or early summer. She stated that FP&L has removed the line crossing the channel and de-activated it 100 feet on each side of the federal channel.

Commissioner Sansom asked how deep that line was buried. Mrs. Trulock answered that it was buried about 14 feet deep.

Commissioner Sansom asked when FP&L installs the new line, how will that be monitored. Mr. Crosley stated that FP&L will send the permits to the Corps and the

Corps will send them to the District for comments, and then the as-built is sent to the Corps.

Commissioner Sansom asked who determines that the cable has been buried as deep as the as-built shows. Mrs. Trulock stated that the as-built is certified by a professional engineer and a registered surveyor will sign off on the project as well. Commissioner Sansom asked what the surveyor uses to know that the line was buried correctly.

Commissioner Blow stated that the professional engineer will sign off on the survey certifying that the project was completed correctly. He noted that a good engineer will not risk his career signing off on a project without field verification that it was completed correctly.

Mr. Roach stated that the directional bore technology that will be used to place the cable has survey equipment that will read the drilling position to insure deep placement of the cable.

Commissioner Bowman asked if FIND should write a letter to FP&L acknowledging their quick removal of the line. Mr. Roach answered yes.

Mrs. Trulock stated that the Corps has received the draft water quality permit for the ICW Sawpit maintenance dredging project. She stated that the Department of Environmental Protection (DEP) draft permit has conditions for the diamond back terrapin, which is not a threatened species. She stated that the Corps has contacted the DEP and have been assured that the terrapin conditions will not be included in the final permit.

Mrs. Trulock stated that she has been able to allocate \$150,000.00 in FY 2012 funding from Congress to this project. Mr. Crosley thanked Mrs. Trulock for securing that funding.

ITEM 9. Staff Report on Flagler County Area Projects.

Mr. Roach stated that Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway (ICW) in Flagler County was completed in 1993 and Phase II of the DMMP was completed in 1994. He stated that all major land acquisition was completed in 1996.

Mr. Roach stated that the 50 year dredging projection for the 20 miles of man-made waterway channel in Flagler County is 926,905 cubic yards and the storage projection is 1,992,846 cubic yards. He noted that those projections do not include the Matanzas dredging, which is the highest and most frequent shoaling area and is dredged every two to three years, with the material being placed on the beach.

Mr. Roach stated that Phase I construction has been implemented for all three upland sites. He stated that stabilization of the shoreline of DMMA FL-8 has been completed along with the installation of a two mile pedestrian pathway along the shoreline that connects an existing waterfront walkway to a newly constructed City of Palm Coast park. Commissioner Netts stated that this walking trail is the most widely used trail in the City of Palm Coast.

Mr. Roach stated that routine maintenance dredging of the IWW in the vicinity of the Matanzas Inlet and Cut F-2 was completed in September of 2011 and the material was placed on the beach in Summerhaven.

Mr. Roach stated that the Flagler County Waterways Economic Study was completed in 2002 and was updated in 2011. He stated that the study found that waterway related businesses in the county employ 1,226 people, with salaries of \$47.8 million and a total economic impact of \$216 million. He stated that property values were determined to be increased by \$163 to \$185 million with tax revenue of \$6.1 million by the presence of the ICW channel. He stated that there are 3,737 registered vessels in the county.

Mr. Roach stated that since 1986, the District has provided \$1.5 million in Waterways Assistance Program funding to 19 projects in the county having a total constructed value of \$3 million. He stated that the county, the City of Flagler Beach, and the City of Palm Coast have participated in the program. He noted that the City of Palm Coast has a great waterway cleanup program. He asked for questions.

Commissioner Blow referred to District Site FL-3 and asked about the jurisdictional land the pipeline crosses to the site and asked if the District has started permitting that facility. Mr. Roach stated that the pipeline route was used in the past and currently we do not have any dredging activity scheduled for this reach of the waterway. He noted that the permitting agencies consider pipeline crossing of a marsh area as a temporary impact and if done properly, the area returns in about one year.

ITEM 10. Third Party Dredging Agreement in Association with the Dania Cutoff Canal Deepening Project, Broward County.

Mr. Roach stated that the economic success of the Dania Cutoff Canal Deepening Project will occur when the marine facilities on the canal that are capable of working on the vessels needing the additional depth deepen their facilities and entrance channels. He stated that to date staff has been working with four of the six marine facility owners to

“piggyback” their deepening work onto our dredging contract. He stated that it is anticipated that the District’s contractor would perform this additional dredging at the end of our work.

Mr. Roach stated that we have modified our license agreement with Port Everglades to allow the third party dredge materials to be managed at the Port DMMA. He stated that the next step in the process is to finalize a dredging agreement between the District and the marine facilities. He stated that this is required because we control the DMMA and the Port will not allow its use otherwise. He stated that the third party dredging would then become a change order to the District’s contract with the dredging contractor and the District Engineer would perform the construction administration of the work. He stated that the marine facilities will have to acquire their own permits and provide test results of their dredge materials showing that they do not contain any constituents exceeding contamination standards.

Mr. Roach stated that the dredged material management area will be cleaned out and the floor of the area will be tested for contaminants to provide a baseline. He stated that we will place the third party material in the site, remove those materials and test the site again.

Commissioner Crowley asked if the District will be completing the site testing. Mr. Roach answered yes.

Commissioner Bowman asked if the District will be assuming any risk. Mr. Roach stated that we have not required a bond for contamination cleanup. He stated that the agreement does state that any contamination caused by the owners would be cleaned up by the District at the owner’s expense.

Commissioner Blow stated that he agrees with a fifty percent deposit by the third party partners and feels that the remaining fifty percent in funds should be given by a letter of credit or escrow account. He referred to the cash bond and suggested deleting that from the agreement.

Commissioner Blow stated that if the initial testing of third party material shows no contamination, then once the material is placed in the site it shows contamination, is that the District's risk and should we request an additional security deposit. Mr. Roach stated that the agreement has language stating that they would have to pay for the cleanup. He stated that if they refuse to do so, the District would have the option to litigate.

Commissioner Crowley stated that he has reviewed this agreement and he feels that there is always a fine line that the District has to walk to protect ourselves while recognizing that we are a pro-active government agency trying to help and facilitate economic development. He stated that he feels that this is a fair and balanced agreement given the realities of these boat yard and marina owners.

Commissioner Crowley suggested that we strike the word negligence from the second to last sentence of paragraph eight. He stated that overall he feels that this is a good agreement.

Commissioner Chappell stated that we have had meetings with the third party partners and the Coast Guard and everyone is very excited about this project. He noted that these partners are part of the Broward County Maritime Master Plan. He stated that this project is one of three planned dredging projects in Broward County.

Commissioner Crowley stated that this project provides a link between the private sector and the District's dredging project. He stated that without that link, the project really does not mean anything. He stated that there is risk in everything the District does and this agreement strikes a good balance.

Commissioner Chappell made a motion to approve the third party dredging agreement in association with the Dania Cutoff Canal Deepening Project; with the following changes; (1) strike the word negligence from the second to last sentence of paragraph eight, and (2) delete cash bond from the agreement. The motion was seconded by Commissioner Crowley. Chair Bray asked for any further discussion, hearing none, a vote was taken and the motion passed.

ITEM 11. Resolution Regarding Modifications to the Executive Director's Delegation of Authority.

Mr. Roach stated that at the last two Board meetings the Board has approved modifications to the Executive Director's Delegation of Authority to; (1) authorize the designation of fund balance categories for the financial statements, and (2) authorize travel and make decisions about the most economical method of travel in accordance with s.112.061, F.S. He stated that a resolution needs to be adopted formalizing these modifications to the Delegation of Authority.

Commissioner Netts made a motion to approve Resolution No. 2012-02. The motion was seconded by Vice-Chair Colee. Chair Bray asked for any further discussion, hearing none, a vote was taken and the motion passed.

ITEM 12. FY 2012-13 Assistance Program Applications.

Mr. Crosley stated that there are three Cooperative Assistance Program applications for next year in the amount of \$450,000.00.

Mr. Crosley noted that the St. Johns River Water Management District (SJRWMD) submitted a Phase I application for their Eau Gallie River Muck Dredging project.

Commissioner Blow asked if staff has an idea of the projected dredging costs. Mr. Crosley stated that we have an overall project cost estimate of \$3 to 4 million. Commissioner Blow asked if the project would be completed in phases. Mr. Roach answered yes and stated that the SJRWMD has to receive funding from the Florida legislature for the project. Commissioner Sansom noted that this project is dependent on the governor not vetoing a \$100,000.00 appropriation from the legislature for this project.

Mr. Crosley stated that the District has received 61 Waterways Assistance Program applications for next year in the amount of \$19.8 million. He stated that several counties are over their available funding cap. He stated that staff is currently completing the technical review of the applications and all applications must be technically sufficient by June 1st. He stated that, before the final ranking of projects, it is expected that some projects will drop out for various reasons.

Mr. Roach stated that the amount of potential assistance available was based on last year's tax receipts and in July we will receive the proposed tax receipts for this year. He stated that, upon receipt of the actual number, the amount of potential assistance available will be updated. He stated that he is expecting a small property value rollback for most counties.

ITEM 13. Washington D.C. Status Report.

Mr. Roach stated that since the District's March Washington D.C. visit, there has not been much activity.

Mr. Roach stated that the Atlantic Intracoastal Waterway Association (AIWA) has been to Washington D.C. reinforcing the District's efforts to obtain \$100 million for Inland Waterways.

Commissioner Sansom stated that it is ironic that the District has had to move our tactics from going to Washington D.C. to request a plus up from \$5 million to ask for \$100 million for the entire waterway so we can get a piece of that.

ITEM 14. Personnel Committee Report.

Commissioner Netts stated that the District's Personnel Committee met prior to the Board meeting and the committee reviewed the position descriptions of the Executive Director and Assistant Executive Director. He stated that the committee recommends adding to the descriptions; the requirement of a valid Florida driver's license and mandatory monthly Board meeting attendance. He stated that the committee also wanted to add to the Assistant Executive Director's description; the responsibility for the Community Outreach event and the ability to lift and carry 50 pounds. He stated that the committee recommended adding to the Executive Director's description; the responsibility for media relations and removing the management of the manatee sign program. He asked for discussion.

Vice-Chair Colee stated that he questions the section of the job description that states "working on fee policy". He suggested removing the word "fee".

Commissioner Blow suggested adding to the Assistant Executive Director's responsibilities that they must be able to access and operate boats.

Commissioner Sansom suggested adding to the Assistant Executive Director's responsibilities that they must be willing and interested to engage in marine related activities.

Commissioner Netts made a motion to approve the position description recommendations of the Board and District's Personnel Committee as modified. The motion was seconded by Secretary Freeman. Chair Bray asked for any further discussion, hearing none, a vote was taken and the motion passed.

Commissioner Netts stated that the committee also reviewed the screening criteria for the Assistant Executive Director position. He stated that the committee recommends adding Florida permitting experience with DEP and the Corps as preferred criteria.

Commissioner Netts stated that the committee discussed that the job advertisement should list a salary range of \$87,500.00 to \$92,500.00. He stated that the thought was that the supervisor should not make less than an employee that they were supervising.

Commissioner Sansom stated that he does not necessarily agree with that. He stated that the salary should be based on experience and job requirements rather than other staff salaries. He noted that this staff member will be brought in for training during a time of staff transition and he noted that the current Assistant Executive Director will not be getting a salary increase during his training time for the Executive Director position.

Commissioner Blow stated that Commissioner Sansom makes a good point.

Commissioner Netts noted that the proposed salary is a range that will not exceed \$92,500.00.

Commissioner Crowley stated that a transition salary for the new employee is not something that we have discussed today. He stated that today's discussion was about the position salary range that is to be advertised. He noted that Mr. Roach felt we should advertise the salary range so the candidates do not call the office just to ask the salary range. He stated that the starting salary recommendation was \$90,000.00 and the committee discussed a salary range from \$87,500.00 to \$92,500.00 because the committee would like flexibility to determine the salary based on experience. He stated that it is important that we set a salary range with a maximum salary. He stated that he would be comfortable with \$85,500.00 to \$92,500.00, but he would not be comfortable with a salary lower than that.

Commissioner Sansom suggested a training period salary and then, if the candidate is successful, a position salary. Commissioner Crowley stated that passing on intuitional knowledge is part of the staff transition that we have to go through and we will see how valuable that will be in the future.

Secretary Freeman stated that we are asking this applicant to have multiple years of experience with a wide variety of expertise and she noted that it probably will not be someone right out of college.

Commissioner Blow stated that the salary has to be high enough to attract qualified applicants and entice them to possibly relocate.

Commissioner Netts stated that the District's salary ranges are listed in today's agenda. He stated that what we need to do is to determine a maximum salary that we will

pay the new employee. He stated that he feels that salary should be negotiated and should not exceed \$92,500.00.

Commissioner Netts made a motion to approve the screening selection criteria recommendations of the Board and District's Personnel Committee, with the addition of preferred Florida permitting experience and that the salary will be negotiated, but not to exceed \$92,500.00. The motion was seconded by Commissioner Crowley. Chair Bray asked for any further discussion, hearing none, a vote was taken and the motion passed.

Mr. Crosley asked if we should discuss where and how we will advertise this position.

Commissioner Netts suggested the District's web site, newspaper for the 12 District counties, a Tallahassee publication, and the Florida Engineering Society.

Commissioner Bowman commented if the job is posted on Monster.com, it will be picked up and published nationwide. He suggested that we put in the ad that relocation assistance not provided.

Commissioner Crowley suggested the University of Miami Rosenstiel alumni newsletter and Duke University Environmental alumni newsletter and other schools that have similar programs.

Commissioner Crowley asked the advertising date. Mr. Roach suggested early May. Commissioner Crowley asked staff to bring a list of where the position has been advertised and at the next meeting the commissioners could supplement that list. Commissioner Sansom suggested staff e-mail the list to commissioners.

Mr. Roach suggested that staff review these applications and bring the top 25 to the Personnel Committee to review.

Commissioner Sansom suggested that staff review the applications and bring no less than five for consideration.

Treasurer Kavanagh stated that for the record, she would like the attorney to make sure the job description is not gender specific.

ITEM 15. Finance and Budget Committee Report.

Treasurer Kavanagh stated that the District's Finance and Budget Committee met before today's Board meeting and the committee reviewed and recommends approval of the February 2012 financial information.

Treasurer Kavanagh made a motion to approve the financial statements for February 2012. The motion was seconded by Commissioner Netts. Chair Bray asked for any additional discussion, hearing none a vote was taken and the motion passed.

ITEM 16. Additional Staff Comments and Additional Agenda Items.

Mr. Roach stated that the annual election of officers will be held at the May meeting. He stated that staff will be sending an e-mail asking Commissioners who are interested in serving as an officer next year to respond to the e-mail or contact staff who will pass along your name to the Nomination Committee.

Vice-Chair Colee pointed out that several commissioners have not been reappointed by the governor.

Mr. Roach stated that the governor is required to make a decision by April 24th, well before the next meeting. He stated that there are four commissioners who were reappointed, but if the governor does not reappoint you by that date, you are off the Board. He stated that we have two other commissioners in limbo and we do not know when we will hear something about them.

Commissioner Bowman asked about office term limits. Mr. Roach stated that all the legislation requires is that we will have certain officers and they will be elected from the Board. He noted that the Board has a policy that a Chair may only serve two terms of one year and that there is no assurance of progression.

ITEM 16B. Certification of the Compliance Economic Review of the District's Rules.

Mr. Roach stated that in November of 2011, the District completed an Enhanced Biennial Review of the District's Rules for 2012. He stated that this review found that the District's rules did not have an economic impact as identified in the state statute and therefore there is no need to prepare a compliance economic review. He stated that we are required by law to submit a certification from the agency head of our compliance economic review by May 1st. He stated that staff has addressed the compliance economic review report and noted that there are no rules that the District is required to prepare a compliance economic review. He stated that because of the nature of the District rules, they don't have the economic impact that is cited in the statute. He stated that based upon that staff has prepared the three letters as required by the statute.

Commissioner Crowley made a motion to approve the certification letters to the Joint Administrative Procedures Committee, the President of the Senate and the Speaker of the House regarding the Economic Compliance Review of the District's rules. The motion was seconded by Commissioner Netts. Chair Bray asked for discussion.

Commissioner Sansom asked if Attorney Breton reviewed this requirement. Mr. Roach answered yes and noted that he wrote the letters. Commissioner Sansom noted that in the letter he would make it clear that it was not the Board that made the

determination, but that the District's legal counsel reviewed the statute, determined that we did not have any rule that required this, and this Board approved sending the letter.

Commissioner Blow agreed with Commissioner Sansom.

Commissioner Netts suggested the following language be added to the letter: "after careful review and consultation with legal staff, we hereby certify that."

Commissioner Crowley amended his motion to allow staff to supplement the letter with the following: "after careful review and concurrence with legal staff, we hereby certify that." The amended motion was seconded by Commissioner Netts. Chair Bray asked for any additional discussion, hearing none, a vote was taken and the motion passed.

Mr. Roach stated that staff has been working with Commissioner Crowley and the staff of the Volvo Ocean Race on the District's Community Outreach Event. He stated that the Volvo Ocean facility is contracted with vendors providing services within the event, including food and beverage, space, etc. He stated that because of the magnitude of this event, we may not be able to maintain the \$25.00 per person policy for this Community Outreach Event. He stated that a price of \$45.00 per person including drinks has been submitted. He stated that staff has advised the vendors that the District does not pay for or provide drinks for the attendees. He asked the Board for approval of an increase in the price per person for food, soft drinks and water for this outreach event. Mr. Crosley noted that this event is sponsored by Bacardi and it is difficult to separate that out of the mix.

Commissioner Sansom stated that this recognizes that things are more expensive in Miami-Dade County and noted that the District's per diem is higher in the county as well.

Commissioner Crowley stated that, on the night of the District's Community Outreach Event, all the people associated with the Volvo Ocean Race will be attending a gala at the Hilton.

Commissioner Blow asked if the facility will be accessible to the public who want to attend the District's event. Mr. Roach stated yes, the race village is open to the public free of charge. He stated that the District's booth is going to be the first one when you walk into the event and our new display will be there.

ITEM 17. Additional Commissioners Comments.

Chair Bray asked if there were any additional commissioner comments or agenda items.

Vice-Chair Colee stated that he attended the Dubois Inlet Park and the Jupiter Riverwalk dedications. He stated that he has two plaques for the District office.

Vice-Chair Colee stated that in 1997 the District approved two grants; (1) to the City of West Palm Beach for a Palm Beach Maritime Museum in Currie Park and (2) for docks at the old U. S. Coast Guard Station on Peanut Island, which is operated by the Palm Beach Maritime Museum. He stated that the basic issue is that the City of West Palm Beach has not forced the operator of these facilities to comply with the grant agreement. He stated that the building that is supposed to be a maritime museum is rarely open and there is not much in it. He stated that at the U. S. Coast Guard Station on Peanut Island the dock access has been restricted to the public.

Vice-Chair Colee stated that in addition, the operator of these facilities is proposing to put a fancy restaurant and bed and breakfast at the U. S. Coast Guard Station. He noted that the county and port do not want this restaurant on Peanut Island. He stated that he and staff have met with Palm Beach County Commissioner Karen Marcus regarding this issue and she is working with a number of parties to prevent the commercialization of Peanut Island.

Vice-Chair Colee stated that the District feels that a fancy restaurant and bed and breakfast could have an impact on the District's dredged material facility. He stated that he will keep the Board updated as this issue progresses.

Secretary Freeman asked the status of the District's waterway trip. Mr. Crosley stated that currently it is on hiatus because of a lack of federal funding.

Commissioner Crowley stated that on April 3rd, the Miami-Dade County Commission approved making an application to the District for a Maritime Master Plan.

Commissioner Crowley stated that a first year law student has been selected as the District's summer intern. He stated that he is hopeful that he will be attending the District's May meeting.

Commissioner Crowley stated that he will be attending the Stem to Stern Waterway's conference that will be held in Clearwater and will be speaking about the Port of Miami dredging project and issues related to deep water ports.

Commissioner Crowley stated that he attended a donor event at Viczaya and stated that he has a photograph for the District office.

Commissioner Crowley stated that last year we decided that because of the economic times we would not do a waterway trip. He asked the Board to think about the importance of that trip and consider doing one this year.

Mr. Crosley suggested the trip should be made in the fall when the new Assistant can attend.

Commissioner Sansom suggested using a vessel other than the U. S. Army Corps survey vessel.

Commissioner Chappell stated that on Monday he will be attending a dedication for the District's Cooperative Waterways Assistance project at the John U. Lloyd State Park.

Commissioner Blow stated that the Florida Fish and Wildlife Conservation Commission (FWC) has determined that the proposed Martin County ordinance, as written, for the Stuart Anchorage was not acceptable to present to their Commission and was pulled from the agenda. He stated that this item is in limbo.

Commissioner Blow referred to the plaques that Vice-Chair Colee received and noted how nice they were. He suggested that we develop a plaque to send to our elected officials.

ITEM 18. Adjournment.

Chair Bray stated that hearing no further business the meeting was adjourned at 11:23 a.m.



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of Engineers ®**
Jacksonville District

**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
May 18, 2012**

Page 35



WORK ACTIVITIES IN FY 12:

1. DMMA: IR-2 (Indian River County)
2. IWW: St. Augustine (St. Johns County)
3. IWW: Sawpit (Nassau County)

AIWW = Atlantic Intracoastal Waterway Norfolk to St. Johns

IWW = Intracoastal Waterway Jacksonville to Miami (12' and 10' projects)

DMMA = Dredge Material Management Area



**US Army Corps
of Engineers**
Jacksonville District

IWW STATUS UPDATE FIND Board of Commissioners Meeting May 18, 2012



1. WORK ACTIVITY: DMMA IR-2 (Indian River County)

CONTRACT AMOUNT: \$2,806,601.00

DESCRIPTION OF WORK: IR-2 is located in Indian River County 1.6 miles north of Wabasso between U.S. Highway 1 and Indian River Lagoon. IR-2 is a 180 acre site. IR-2 services Reach 1 of the IWW. Reach 1 extends from a point 0.45 north of the Brevard/Indian River County line southward 8.09 miles to the Wabasso Bridge. IR-2 will have a capacity of 428,000 cyds. IR-2 will be used for the Sebastian area (Indian River Reach 1) dredging in 2012/2013.

SCHEDULE:

Receipt of ERP/Surface Water Mgmt Permit:	21 July 2010A
Contract Advertisement Initiated:	21 Sept 2010A
Bids Received:	28 Oct 2010A
Contract Award:	30 Dec 2010A
NTP Issued:	17 Feb 2011 A
Construction:	18 Feb 2011A – 9 June 2012

FIND WORK ORDER: Work Order was approved by the FIND Board in June 2010.

NAME OF CONTRACTOR: Contract was awarded to BC Peabody Construction Services on 30 Dec 2010.

STATUS: The construction of the IR-2 DMMA project is nearing completion. USACE considers this to be a quality project with the one remaining concern being the establishment of grass. The Contractor is addressing the grassing issue by consulting with a commercial horticulturist and preparing to reseed and fertilize the dike. As with any construction project of this magnitude, there are several financial matters that still need to be resolved. It is the opinion of USACE staff that administrative effort, as well as the overall cost, will be reduced by pursuing a global settlement that addresses all these outstanding issues in one contract action. The following items will be included in this global settlement and will be funded from FY 2012 funding that the USACE received:

- a) Addition of Drainage Swales to comply with the permit modification
- b) Unit price adjustment under the Variations in Estimated Quantities clause for an overrun in the rip rap quantity
- c) Adjustment for ramp layout
- d) Adjustment for amount of screened material



Dredged Material Management
Area IR-2 Construction

Print #120321094
Date 03/21/12
Lat/Lon: 27.73253, 80.41606
Aerial Photography, Inc. 850.708.0068



**US Army Corps
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Jacksonville District

IWW STATUS UPDATE FIND Board of Commissioners Meeting May 18, 2012



2. WORK ACTIVITY: IWW: St. Augustine (St. Johns County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Maintenance dredging in the entrance channel of the St. Augustine Inlet and associated Intracoastal Waterway (Cuts SJ-28 to SJ-30). Approximately 260,000 CY of material will be removed, down to 16-ft required depth in the entrance channel and 12-ft required depth plus 2-ft allowable over depth in the IWW. Dredge material will be placed on the beach south of the St. Augustine Inlet between monuments R-132 to R-152. Unsuitable beach quality material will be placed in the near shore between monuments R-142 to R-148. For the 2010 event, dune repair and sea oat planting/sand fence installation will be done north of monument R-131, as requested by Anastasia State Park.

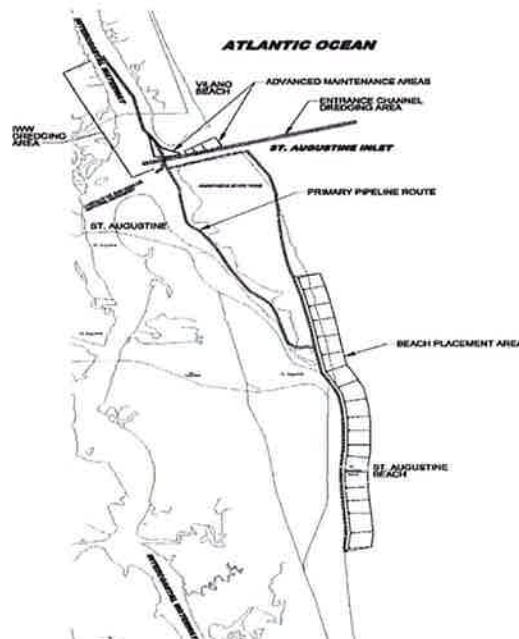
SCHEDULE:

Date we expect DEP permit:	22 Sept 2010A
Contract Advertisement Initiated:	14 May 2012
Bid Opening:	14 June 2012
Contract Award:	13 July 2012
NTP Issued:	13 Aug 2012
Mobilization Complete:	13 Sept 2012
Dredging Complete:	30 Dec 2012

FIND WORK ORDER: Work order was approved by the FIND Board in April 2011.

NAME OF CONTRACTOR: TBD (task order under the small business dredging MATOC – Multi Award Task Order Contract)

STATUS: An updated survey was performed for this reach of the IWW. In order to assure the most accurate and complete information is included in the procurement, the PM suggested that we develop new quantities and include the information in the solicitation, to include new cross sections if necessary. With the St. Johns County Shore Protection Project currently ongoing, and the uncertainty on how the flood shoal will react once the inlet is dredged as well as Vilano Point, we want to make certain that we do not have a huge increase in quantity. Current schedule is to advertise on Monday 14 May 2012.





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IWW STATUS UPDATE

FIND Board of Commissioners Meeting

May 18, 2012

3. WORK ACTIVITY: IWW: Sawpit (Nassau County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: The effort for Sawpit includes maintenance dredging from Cuts 7 to 27C. Based on a the hydro survey from February 2010, Cuts 7 thru 11 have approximately 150K cy of material that would go upland to DMMA DU-2 and Cuts 24 thru 27C have approximately 200K cy of beach quality material that would be placed on Amelia Island beaches. The beach template lies between FDEP monuments R-73 to R-79.

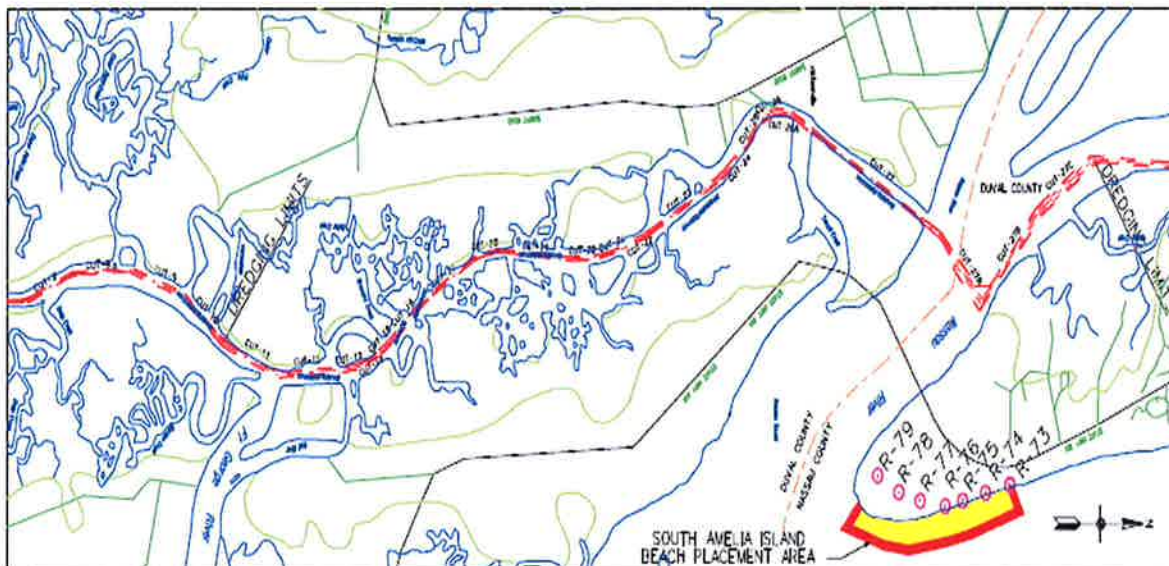
SCHEDULE:

Submit WQC permit application to DEP:	29 June 2011A
Pre Application Meeting	2 Aug 2011A
Date we expect DEP permit:	TBD
Contract Advertisement Initiated:	TBD
Bid Opening:	TBD
Contract Award:	TBD
NTP Issued:	TBD
Dredging Complete:	TBD

FIND WORK ORDER: Work Order was approved by the FIND Board in Feb 2011 for contributed funds to complete the permit application package. Funding for development of plans and specifications will come from funding received at the USACE in FY 2012.

NAME OF CONTRACTOR: TBD

STATUS: P&S will be kicked off mid May 2012 as well as an updated survey of the proposed dredge area. As of the date of this update, the DEP permit has not been received. More information will be provided during the FIND Board briefing on 18 May 2012.





MIAMI-DADE COUNTY PROJECT STATUS UPDATE

May 2012

Dredged Material Management Plan.

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Miami-Dade County was completed in 2003. Phase II of the DMMP was completed in 2005 and all major land acquisition was completed in 2007.

The 50 year dredging projection for the 48 miles of channel in Miami-Dade County is 574,292 cyds. and the storage projection is 1.2 million cyds. Dredging of Reach II in the vicinity of Bakers Haulover Inlet was completed in 2011. See attached location maps.

Waterways Economic Study

The Miami-Dade County Waterways Economic Study was completed in 2007 and updated in 2011. These studies determined that there were approximately 901 recreational waterway related businesses in the county (see map) employing 7,094 people, with salaries of \$294.3 million, a total economic impact of \$1.2 billion, and generated \$54 million in tax revenue. Property values were determined to be increased by \$4.1 billion by the presence of the ICW channel. There are currently approximately 56,000 registered vessels in the county. The recent recession caused a reduction of \$1 billion in marine related economy, the loss of 5,835 jobs, and a decrease of \$42.5 million in tax revenue.

Waterways Assistance Program

Since 1986, the District has provided \$36.4 million in Waterways Assistance Program funding to 134 projects in the County having a total constructed value of \$120.2 million. The County and nine cities have participated in the program. See attached map and project listing.

Notable projects funded include: several Spoil Island Management Projects, Marjorie Stoneman Douglas Biscayne Nature Center, Bicentennial Park Improvements, Repair of County marinas after Hurricane Andrew, and Haulover Marina reconstruction.

FIND



MIAMI-DADE COUNTY PROJECT STATUS UPDATE

May 2012

Cooperative Assistance Program

The District's Cooperative Assistance Program has providing funding assistance for the following projects with elements in Miami-Dade County: Blue Marlin Construction at Oleta River State Park; Non Name Harbor Boater's Access; Bill Baggs Shoreline and Fishing Platform Project; Florida Marina Patrol Office Building; Florida Marine Patrol Officer Funding; Miami River Dredging; and the Manatee Acoustic Study. The District's funding assistance for the Miami-Dade County portion of these projects was approximately \$3.5 million.

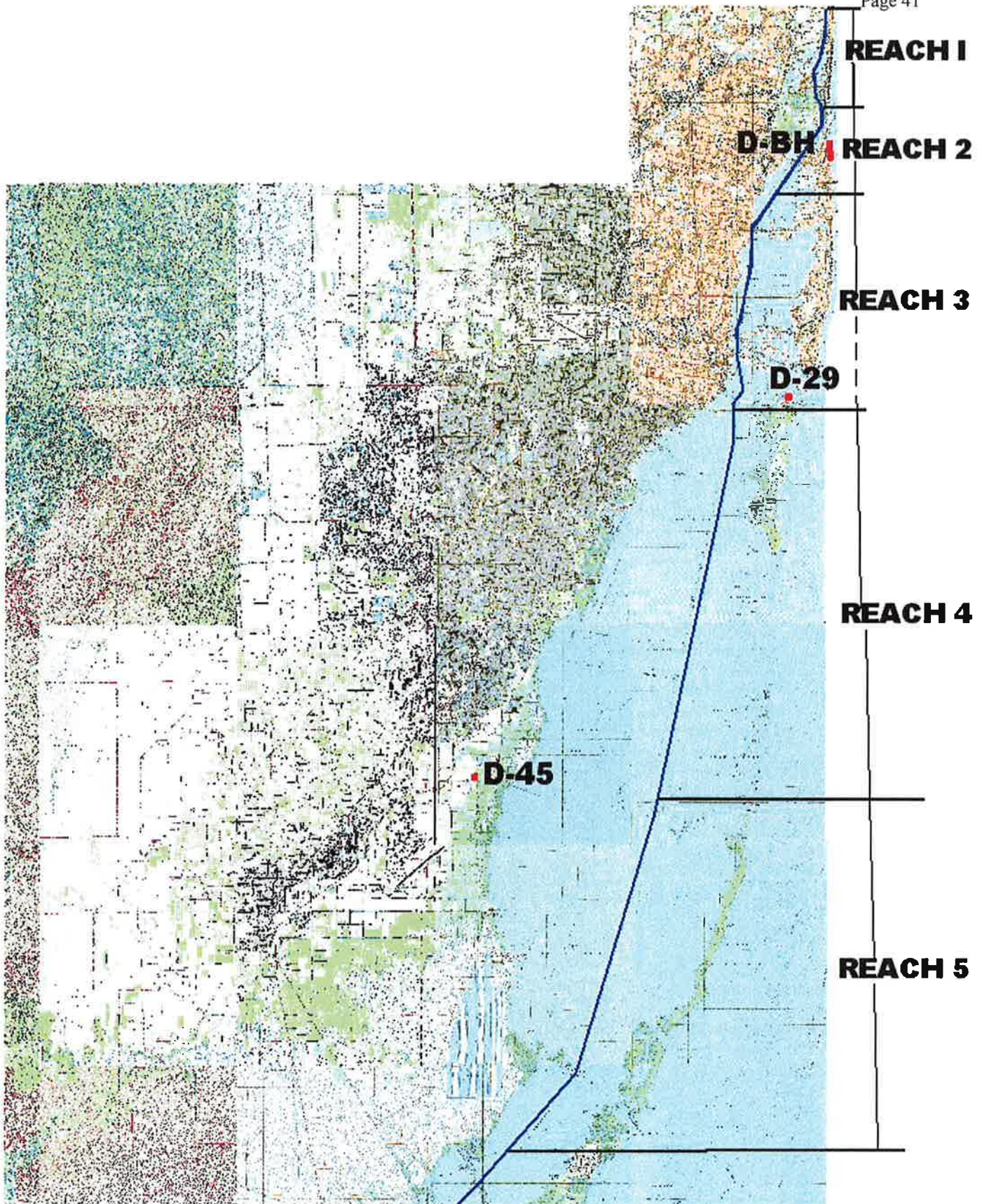
Interlocal Agreement Program

The District's Interlocal Agreement Program (which is a sub-set of the WAP and CAP programs) has providing funding assistance for the following projects with elements in Miami-Dade County: Miami River Dredging; Clean Marina Program; Clean Vessel Act Program, and; the Miami Circle Shoreline Rehabilitation Project. The District's funding assistance for the Miami-Dade County portion of these projects was approximately \$3.2 million.

Public Information Program

The District currently prints and distributes the following brochures with specific information about Miami-Dade County Waterways: the Economic Impact of Miami-Dade County Waterways, Miami-Dade County Boating Safety and Manatee Protection Zone Brochure, Movable Bridge Guide, and the ICW Channel Conditions Brochure.

FIND



Channel
DMMA

Miami-Dade County
Intracoastal Waterway
Dredged Material Management Plan



ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS



Purpose

To update economic benefits in Miami-Dade County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in Miami-Dade County*, April 2007, and to provide the general public and Federal, State, and local officials with a clear understanding of the importance of maintaining the waterways.

Scenarios Evaluated

1. Current Existing Conditions
2. Cessation of Waterways Maintenance
3. Increase in Waterways Maintenance
4. Estimated impact of the 2007-2009 U.S. economic recession



ECONOMIC IMPACTS

Current Existing Impacts

- \$1.209 billion in business volume
- \$294.3 million in personal income
- 7,094 jobs
- \$54.0 million in tax revenue

Impacts of Cessation of Waterways Maintenance

- Decrease of \$661.2 million in business volume
- Decrease of \$157.7 million in personal income
- Decrease of 3,818 jobs
- Decrease of \$28.2 million in tax revenue

Impacts of an Increase in Waterways Maintenance

- Increase of \$152.8 million in business volume
- Increase of \$40.9 million in personal income
- Increase of 1,006 jobs
- Increase of \$7.1 million in tax revenue

Impact of the 2007-2009 U.S. Economic Recession

- Decrease of \$976.2 million in business volume
- Decrease of \$242.0 million in personal income
- Decrease of 5,835 jobs
- Decrease of \$42.8 million in tax revenue

Economic Benefits as of April 2011

MIAMI-DADE COUNTY



ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

Page 48

MIAMI-DADE COUNTY

The Intracoastal Waterway

The Atlantic Intracoastal Waterway (AICW) is a 1,391-mile channel between Trenton, New Jersey, and Miami, Florida. The Waterway along Florida's eastern seaboard is 406 miles long and follows coastal rivers and lagoons past numerous tourism-oriented communities. The channel is authorized to a depth of 12 feet from Nassau County to Fort Pierce, and a 10 foot depth south through Miami-Dade County. Boating activities on the waterways contribute to the existence of numerous marine-related businesses such as marinas and boatyards and have stimulated development of residential properties on the Waterways.

The Navigation District

The Florida Inland Navigation District, created in 1927, is the local sponsor for the AICW in Florida. In cooperation with the Jacksonville District of the U.S. Army Corps of Engineers, the Navigation District is responsible for maintenance of the AICW in Florida. To maintain navigation, the waterways need to be periodically dredged due to shoaling from currents, upland soil erosion, and the movement of offshore sands through the ocean inlets. Maintenance dredging is projected to cost approximately \$12 to \$16 million annually during the next 50 years, of which 50 percent of the costs are expected to be borne by property owners within the Navigation District's jurisdiction.

The Navigation District also partners with other governments to provide waterway access and improvement facilities for our mutual constituents. These projects include public boat ramps, marinas, side channels, parks, fishing piers, boardwalks, navigation aids, derelict vessel removal, shoreline stabilization, and waterway cleanups.

Source of Data Used in This Analysis

The economic benefits of the Waterways were estimated in April 2007 in *An Economic Analysis of the District's Waterways in Miami-Dade County*.

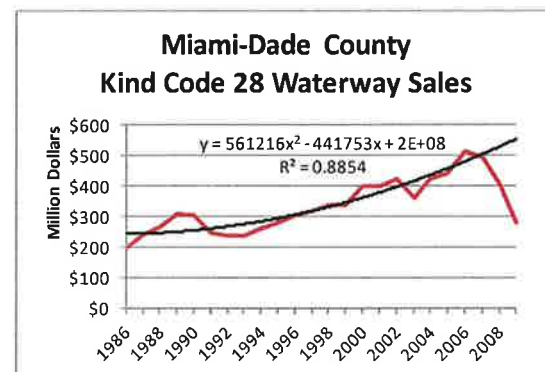
Updating of Previously Estimated Benefits

The benefits presented in this analysis were estimated by updating the direct marine-business

impacts in the original analysis to current values using the change in gross sales reported by boat dealers to the Florida Department of Revenue (FDOR). The updated direct impacts were used in conjunction with an IMPLAN input/output model to estimate total economic benefits.

Estimating the Impact of the Recession

The impact of the recession was estimated by determining the trend in gross sales of boat dealers over the 20-year period prior to the onset of the recession. This trend was used to estimate the theoretical gross sales if sales had continued to increase at the rates previously experienced. The red line in the figure below illustrates reported actual gross sales of boat dealers and the black line illustrates the trend of those sales. From 2007 to 2009 gross boat dealer sales in Miami-Dade County decreased by 44 percent; if the recession had not occurred, it is estimated that gross sales from 2007 to 2009 would have increased by four percent.



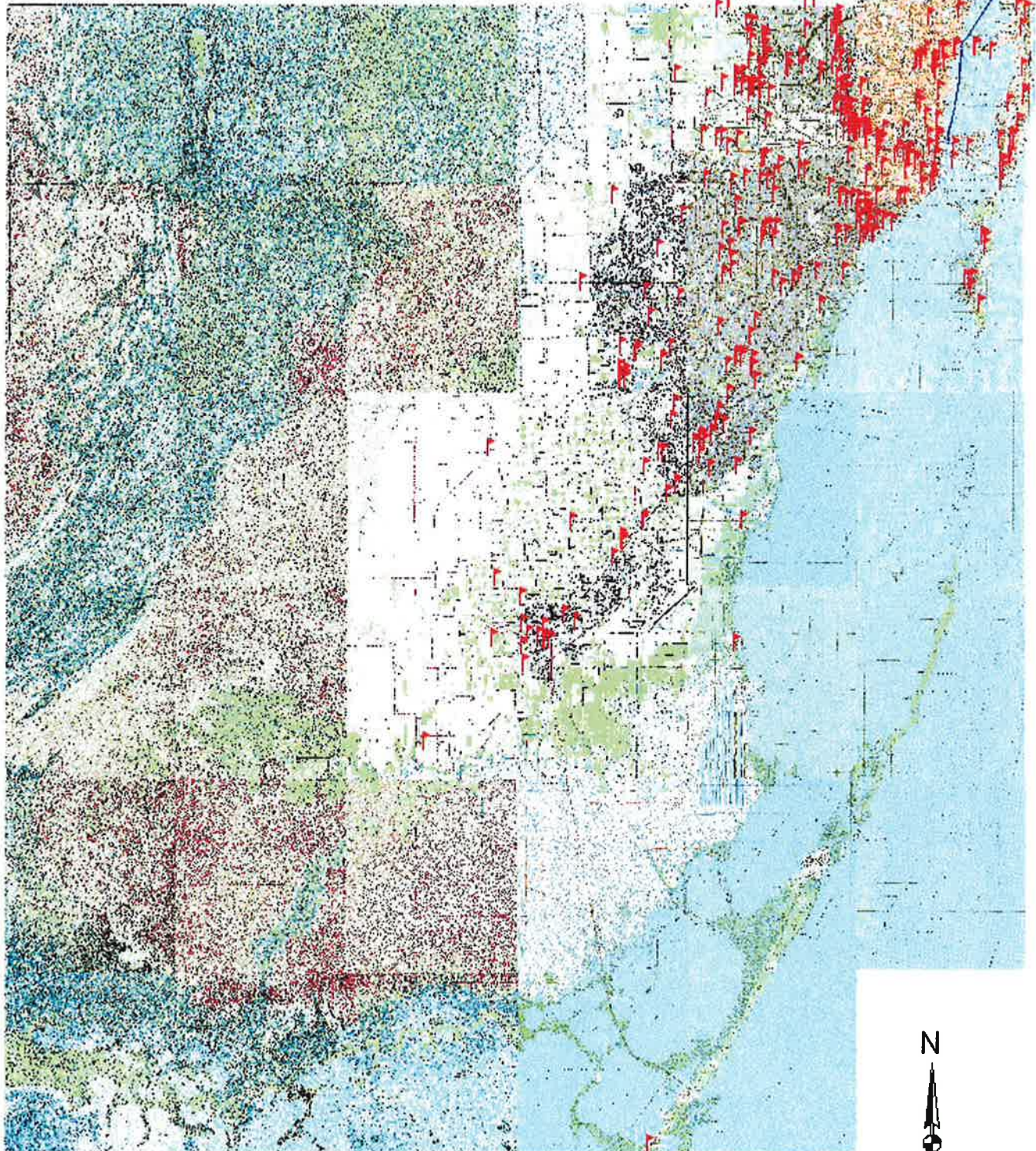
Annual Boater Spending on Gas, Food, and Drinks at Non-Marine-Related Establishments

- Current existing conditions: \$55.0 million
- Cessation of maintenance: \$32.4 million
- Increased maintenance: \$55.0 million
- Assuming no recession: \$72.8 million

Vessel Draft Restrictions Assumed for Each Scenario

- Current existing conditions: 6.5 feet MLW
- Cessation of maintenance: 3 feet MLW
- Increased maintenance: 10 feet MLW
- Assuming no recession: 6.5 feet MLW

Location Map Miami-Dade County Marine Related Businesses



WATERWAYS ASSISTANCE PROGRAM PROJECTS
MIAMI-DADE COUNTY
1986-2012

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Flagler Memorial Island Enhancements - Phase I I	DA-00-61	- Dade County	\$42,500.00	\$102,500.00
Haulover Boat Ramp Fish Cleaning Station (Withdrawn)	DA-00-62	- Dade County	\$20,000.00	\$40,000.00
Crandon Park Marina Pier Renovations - Phase I I	DA-01-66	Miami- Dade County	\$403,129.00	\$878,271.00
Haulover Park Marina Renovations	DA-01-67	Miami- Dade County	\$1,400,000.00	\$2,800,000.00
Spoil Island #3 Enhancement Project	DA-01-68	Miami- Dade County	\$105,000.00	\$210,000.00
Miami River Dredging Project - Stage I I	DA-02-72	Miami- Dade County	\$300,000.00	\$6,000,000.00
Black Point & Homestead Bayfront Marinas Piling Repl.	DA-02-73	Miami- Dade County	\$125,000.00	\$250,000.00
Crandon Park Marina Dockmaster's Complex - Phase I	DA-02-74	Miami- Dade County	\$75,000.00	\$150,000.00
Homestead Bayfront Marina Navigational Impr. - Phase I	DA-02-75	Miami- Dade County	\$50,000.00	\$100,000.00
Pelican Harbor Fishing Pier Repl. - P H I (Withdrawn)	DA-02-76	Miami- Dade County	\$18,000.00	\$36,000.00
Pelican Harbor Marina Mooring Field-ph I (Withdrawn)	DA-02-77	Miami- Dade County	\$25,000.00	\$50,000.00
Haulover Marina Dockmaster Complex- P H I (Withdrawn)	DA-03-81	Miami- Dade County	\$87,000.00	\$174,000.00
Spring Garden Point Park Shoreline Enhancement	DA-03-82	Miami- Dade County	\$138,000.00	\$370,000.00
Haulover Marina Breakwater Completion	DA-04-86	Miami- Dade County	\$1,134,243.00	\$4,112,392.00
Haulover Marina Dredging, Seawall, Dock & Wetslips	DA-05-91	Miami- Dade County	\$1,135,000.00	\$4,882,000.00
Homestead Bayfront Channel Markers Relocation	DA-05-92	Miami- Dade County	\$56,150.00	\$112,300.00
Homestead Bayfront Marina Complex - Phase I (Expired)	DA-06-96	Miami- Dade County	\$130,000.00	\$260,000.00
Parcel B Public Shoreline Stabilization	DA-06-97	Miami- Dade County	\$178,596.00	\$372,075.00
Pelican Harbor Marina Boaters' Complex - Phase I I	DA-06-98	Miami- Dade County	\$111,000.00	\$222,000.00
Parcel B Public Shoreline Stabilization - Stage 2	DA-07-102	Miami- Dade County	\$2,000,000.00	\$4,200,000.00
Pelican Harbor Marina Restrooms & Boater Amenities	DA-08-106	Miami- Dade County	\$493,716.00	\$987,433.00
Crandon Marina Seawall Restoration	DA-09-114	Miami- Dade County	\$597,633.00	\$1,195,266.00
Fire Rescue Floating Dock & Boat Lift	DA-09-115	Miami- Dade County	\$111,150.00	\$273,882.50
R. Hardy Matheson Preserve Shoreline Stabilization	DA-09-116	Miami- Dade County	\$550,000.00	\$1,100,000.00
Pelican Harbor Marina	DA-1	Miami - Dade County	\$400,000.00	\$4,075,000.00
Crandon Marina Seawall #2 Replacement	DA-10-121	Miami- Dade County	\$1,342,932.00	\$2,685,865.00
Pelican Harbor Marina Elec., Water & Fire Systems- Ph I	DA-10-122	Miami- Dade County	\$56,000.00	\$112,000.00
Dinner Key Spoil Islands B & C Shoreline Stabilization	DA-11-132	Miami- Dade County	\$300,000.00	\$600,000.00
Miami Marine Stadium Park Shoreline Stabilization	DA-11-133	Miami- Dade County	\$400,000.00	\$800,000.00
Vizcaya Public Shoreline Stabilization - Phase I	DA-11-134	Miami- Dade County	\$41,000.00	\$84,500.00
Pelican Harbor Marina	DA-87-3	Miami - Dade County	\$750,000.00	\$3,300,000.00
Biscayne Bay Restoration	DA-87-4	Miami - Dade County	\$160,310.00	\$500,000.00
Spoil Island Enhancement	DA-87-5	Miami - Dade County	\$86,000.00	\$300,000.00
Biscayne Bay Restoration	DA-88-7	Miami - Dade County	\$75,000.00	\$222,500.00
Venetian Causeway Repairs	DA-88-8	Miami - Dade County	\$157,500.00	\$315,000.00
Venetian Causeway Design	DA-88-9	Miami - Dade County	\$250,000.00	\$500,000.00

WATERWAYS ASSISTANCE PROGRAM PROJECTS
MIAMI-DADE COUNTY
1986-2012

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Pelican Harbor Marina	DA-89-10	Miami - Dade County	\$500,000.00	\$4,975,000.00
Biscayne Bay Restoration & Enhancement Project	DA-89-11	Miami - Dade County	\$98,000.00	\$216,300.00
Spoil Island Restoration	DA-89-12	Miami - Dade County	\$96,875.00	\$193,750.00
Restoration of Dredge Areas	DA-90-13	Miami - Dade County	\$97,755.00	\$195,570.00
Spoil Island Enhancement	DA-90-14	Miami - Dade County	\$40,000.00	\$80,000.00
Pelican Harbor Spoil Island	DA-90-15	Miami - Dade County	\$320,000.00	\$640,000.00
Hurricane Preparedness Manual For Vessels	DA-91-16	Miami - Dade County	\$35,000.00	\$70,000.00
Restoration of Dredged Areas	DA-91-17	Miami - Dade County	\$180,000.00	\$365,950.00
Haulover Inlet Spoil Island Enhancement Project	DA-91-18	Miami - Dade County	\$200,000.00	\$714,448.00
Deering Environmental Education Facilities	DA-91-19	Miami - Dade County	\$650,000.00	\$4,400,000.00
North Miami Spoil Island Enhancement Project	DA-92-23	Miami - Dade County	\$196,030.00	\$412,060.00
Pelican Harbor Marina Facilities	DA-92-24	Miami - Dade County	\$500,000.00	\$740,000.00
Marjory Stoneman Douglas Biscayne Nature Center Design	DA-92-25	Miami - Dade County	\$187,500.00	\$375,000.00
Hurricane Andrew Marina Improvement - Phase I	DA-92-26	Miami - Dade County	\$463,670.00	\$463,670.00
Flagler Memorial Island Enhancement	DA-93-27	Miami - Dade County	\$175,000.00	\$300,800.52
Hurricane Andrew Marina Improvement - Phase I I	DA-93-28	Miami - Dade County	\$850,000.00	\$1,800,000.00
Cape Florida Shoreline Stabilization	DA-93-30	Miami - Dade County	\$340,000.00	\$739,700.98
Crandon Park Marina Renovations	DA-94-31	Miami - Dade County	\$900,000.00	\$1,800,000.00
Venetian Causeway Shoreline Stabilization Project	DA-94-32	Miami - Dade County	\$101,200.00	\$240,311.72
Haulover Park Marina Renovation Designs	DA-95-33	Miami - Dade County	\$60,000.00	\$120,000.00
Matheson Hammock Marina Boat Ramp Renovation	DA-95-34	Miami - Dade County	\$116,200.00	\$232,400.00
Crandon Marina Boat Ramp Renovation	DA-95-35	Miami - Dade County	\$174,400.00	\$348,800.00
Crandon Park Marina Renovations I I	DA-95-36	Miami - Dade County	\$300,000.00	\$600,000.00
Biscayne Bay Spoil Island #2 Enhancement Project	DA-95-37	Miami - Dade County	\$180,262.00	\$360,525.00
Derelict Vessel Removal Project	DA-95-38	Miami - Dade County	\$102,577.00	\$205,155.00
Biscayne Bay Spoil Island (#14) Enhancement Project	DA-96-40	Miami - Dade County	\$105,000.00	\$210,000.00
Homestead Bayfront Park Shoreline Stabilization	DA-96-41	Miami - Dade County	\$50,000.00	\$100,000.00
Manatee Halfway House (Project Expired)	DA-96-42	Miami - Dade County	\$25,000.00	\$100,000.00
M.S.D. Biscayne Nature Center	DA-96-43	Miami - Dade County	\$800,000.00	\$3,530,000.00
Crandon Park Marina Pier Renovation - Phase I I	DA-97-45	Miami - Dade County	\$920,000.00	\$1,840,000.00
Biscayne Bay Spoil Island #1 Enhancement	DA-97-46	Miami - Dade County	\$115,000.00	\$230,000.00
Haulover Park Marina Renovations (Project Expired)	DA-98-48	Miami - Dade County	\$1,400,000.00	\$2,800,000.00
Biscayne Bay Spoil Island #6 Enhancements	DA-98-49	Miami - Dade County	\$112,500.00	\$225,000.00
Haulover Marina Expansion Designs	DA-99-52	Miami - Dade County	\$148,250.00	\$296,500.00
Haulover Marina Boat Ramp Renovations	DA-99-53	Miami - Dade County	\$183,750.00	\$367,500.00
Spoil Islands #9 & #10 Enhancements	DA-99-54	Miami - Dade County	\$135,000.00	\$316,265.00

WATERWAYS ASSISTANCE PROGRAM PROJECTS
MIAMI-DADE COUNTY
1986-2012

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Jetty and Groin Repairs	DA-BH-2	Bal Harbour Village	\$200,000.00	\$400,000.00
Public Works Compound Seawall	DA-BH-88-6	Bal Harbour Village	\$29,265.00	\$58,530.00
Waterfront Park	DA-BH-05-87	Town Of Bay Harbor Islands	\$92,000.00	\$184,000.00
The Strand Park Boat Dock	DA-GB-11-124	Town Of Golden Beach	\$29,735.00	\$78,664.00
Marine Patrol Vessel	DA-ICV-01-64	Indian Creek Village	\$18,880.00	\$37,760.00
Citywide Seawalls - Phase I	DA-MB-02-71	City Of Miami Beach	\$135,000.00	\$270,720.00
Shoreline Stab. Of Monument Island - Ph. I (Withdrawn)	DA-MB-03-80	City Of Miami Beach	\$50,000.00	\$100,000.00
Citywide Seawalls Project - Phase I I	DA-MB-04-85	City Of Miami Beach	\$293,562.00	\$636,626.00
South Pointe Park Pier Renovation & Expansion - Phase I	DA-MB-08-105	City Of Miami Beach	\$323,075.00	\$969,230.00
Pine Tree Park Shoreline Improvements	DA-MB-09-113	City Of Miami Beach	\$74,766.00	\$248,090.00
Biscayne Bay 10th Street-end Park & Seawall	DA-MB-11-131	City Of Miami Beach	\$472,820.00	\$945,640.00
Miami Beach Marina Shoreline Stabilization	DA-MB-92-22	City Of Miami Beach	\$200,000.00	\$454,675.00
Marine Law Enforcement & Safety Project	DA-MB-93-29	City Of Miami	\$35,000.00	\$35,000.00
Watson Island Boat Ramp Replacement	DA-MI-00-59	City Of Miami	\$150,000.00	\$300,000.00
Derelict Vessel Removal	DA-MI-00-60	City Of Miami	\$34,137.00	\$68,275.00
Legion Park Waterfront Enhancement Project	DA-MI-01-65	City Of Miami	\$90,000.00	\$180,000.00
Int. Watersports Center - Public Baywalk Overlook	DA-MI-02-70	City Of Miami	\$200,371.00	\$486,500.00
Bicentennial Park Shoreline Stabilization - Stage I	DA-MI-03-78	City Of Miami	\$700,000.00	\$1,400,000.00
Dinner Key Mooring & Anchorage Field Project - Phase I	DA-MI-03-79	City Of Miami	\$32,500.00	\$100,000.00
Bicentennial Park Shoreline Stabilization - Phase I I	DA-MI-04-83	City Of Miami	\$419,670.00	\$2,398,000.00
Derelict Vessel Removal	DA-MI-04-84	City Of Miami	\$50,000.00	\$100,000.00
Bicentennial Park Shoreline Stabilization - Phase I I I	DA-MI-05-88	City Of Miami	\$1,000,000.00	\$2,000,000.00
Dinner Key Spoil Island Enhancement	DA-MI-05-89	City Of Miami	\$425,000.00	\$850,000.00
Seminole Public Dinghy Dock Replacement	DA-MI-05-90	City Of Miami	\$28,350.00	\$62,700.00
Bicentennial Park Shoreline Stab. - Phase I I I - C	DA-MI-06-93	City Of Miami	\$1,000,000.00	\$2,000,000.00
Dinner Key Mooring Field Project - Phase I I	DA-MI-06-94	City Of Miami	\$424,745.00	\$841,500.00
Sewell Park Kayak Launch - Phase I	DA-MI-06-95	City Of Miami	\$8,500.00	\$17,000.00
Dinner Key Mooring Field Dredging - Phase I I	DA-MI-07-100	City Of Miami	\$390,000.00	\$800,000.00
Construction Of Sewell Park Kayak Launch - Phase I I	DA-MI-07-101	City Of Miami	\$37,625.00	\$75,250.00
Bicentennial Park Mooring Bollards Design - Phase I	DA-MI-08-103	City Of Miami	\$42,450.00	\$84,900.00
Miamarina Seawall Replacement - Phase I	DA-MI-08-104	City Of Miami	\$40,000.00	\$80,000.00
Bicentennial Park Mooring Bollards Construction	DA-MI-09-107	City Of Miami	\$513,255.00	\$1,026,510.00
Coconut Grove Public Piers - Phase I (Withdrawn)	DA-MI-09-108	City Of Miami	\$144,000.00	\$288,000.00
James L. Knight Center Riverwalk - Ph I I (Withdrawn)	DA-MI-09-109	City Of Miami	\$30,000.00	\$60,000.00
Kennedy Park Floating Dock - Phase I	DA-MI-09-110	City Of Miami	\$17,500.00	\$35,000.00
Kennedy Park Shoreline Stabilization - Phase I	DA-MI-09-111	City Of Miami	\$40,000.00	\$80,000.00

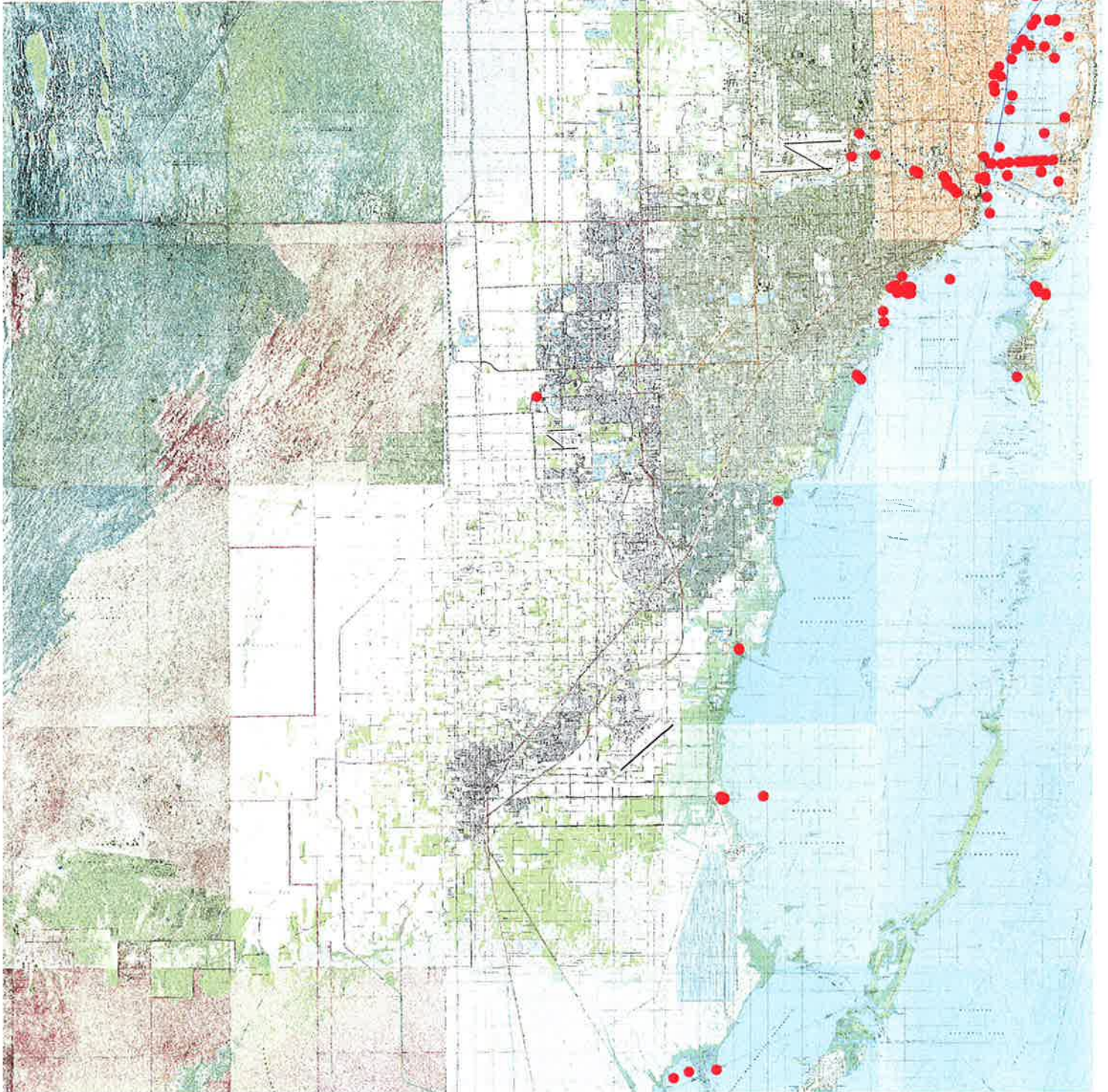
WATERWAYS ASSISTANCE PROGRAM PROJECTS
MIAMI-DADE COUNTY
1986-2012

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Marine Stadium Marina Seawall Replacement - Phase I	DA-MI-09-112	City Of Miami	\$17,500.00	\$35,000.00
Citywide Derelict Vessel Removal	DA-MI-10-117	City Of Miami	\$20,000.00	\$45,000.00
Miami Marine Stadium Restoration - Phase I	DA-MI-10-118	City Of Miami	\$175,000.00	\$350,000.00
Miami Woman's Club Baywalk - Phase I	DA-MI-10-119	City Of Miami	\$46,500.00	\$93,000.00
Spoil Island E Restoration & Floating Dock - Phase I	DA-MI-10-120	City Of Miami	\$15,000.00	\$30,000.00
Baywalk At Bicentennial Park	DA-MI-11-125	City Of Miami	\$1,143,000.00	\$2,286,000.00
Kennedy Park Floating Dock Construction & Restoration	DA-MI-11-126	City Of Miami	\$60,000.00	\$120,000.00
Kennedy Park Shoreline Stabilization & Restoration	DA-MI-11-127	City Of Miami	\$75,000.00	\$150,000.00
Little River Waterfront Park	DA-MI-11-128	City Of Miami	\$117,500.00	\$470,000.00
Marine Stadium Marina At Virginia Key - Phase I	DA-MI-11-129	City Of Miami	\$800,000.00	\$1,600,000.00
Seybold Canal & Wagner Creek Dredging & Env. Clean Up	DA-MI-11-130	City Of Miami	\$1,000,000.00	\$22,000,000.00
Baywood Park Shoreline Enhancement Project	DA-MI-95-39	City Of Miami	\$75,590.00	\$199,971.72
Morningside Seawall Improvements	DA-MI-96-44	City Of Miami	\$34,250.00	\$68,500.00
Peacock Park Shoreline Educational Enhancement	DA-MI-97-47	City Of Miami	\$100,000.00	\$200,000.00
Watson Island Boat Ramp Repairs	DA-MI-98-51	City Of Miami	\$142,000.00	\$357,687.00
Margaret Pace Park Public Waterfront Enhancement	DA-MI-99-56	City Of Miami	\$196,085.00	\$392,170.00
Kenneth Myers Park/ Seminole Boat Ramp	DA-MI-99-57	City Of Miami	\$180,000.00	\$488,333.00
Marine Patrol Boat	DA-NBV-00-63	City Of North Bay Village	\$50,406.00	\$67,208.00
Navigational Buoys (Expired)	DA-NBV-01-69	City Of North Bay Village	\$6,250.00	\$15,000.00
Paul Vogel Community Park Seawall & Dock Repl. - Ph I	DA-NBV-10-123	City Of North Bay Village	\$55,000.00	\$110,000.00
William Lehman Park Fishing & Viewing Piers - Phase I	DA-NM-98-50	City Of North Miami	\$15,734.00	\$31,469.00
William Lehman Park Fishing & Viewing Piers - Phase I I	DA-NM-99-55	City Of North Miami	\$33,475.00	\$66,950.00
Maule Lake Derelict Vessel Removal	DA-NMB-06-99	City Of North Miami Beach	\$40,000.00	\$85,000.00
Waterway Signage Video Program	DA-NMB-91-20	City of North Miami Beach	\$16,000.00	\$45,300.00
Law Enforcement/Rescue Boat & Equipment	DA-NMB-91-21	City of North Miami Beach	\$25,000.00	\$62,455.00
Boating Safety & Environmental Education Program	DA-SI-99-58	Sunny Isles Beach	\$45,603.06	\$60,804.08
TOTALS			\$36,420,927.06	\$120,160,108.52

LOCATION MAP

Miami-Dade County Waterways Assistance Program Projects

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● Wapinfo
Channel





Department of Environmental
Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400
FAX: (561) 233-2414
www.pbcgov.com/erm

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Board of County
Commissioners

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REC'D Page 50 *RC*

MAR 30 2012

FLORIDA INLAND
NAVIGATION DISTRICT

March 28, 2012

Mr. David Roach, Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477-9498

**SUBJECT: REQUEST TIME EXTENSION TO EXECUTE WAP
AGREEMENT PB-11-153; BRYANT PARK WETLAND
RESTORATION AND BOAT RAMP FACILITY**

Dear Mr. Roach:

We are aware that the subject agreement required execution within six months of issuance and apologize in having to request additional time to complete this process.

Originally, the County and the City had planned to combine efforts, i.e. wetland restoration and the boat ramp facility, into the one proposal; but the County was able to find funding from other sources to cover the restoration costs. However, the City will still require matching funds in order to complete the reconstruction of the boat ramp facility. With that, the County has become a pass-through to provide funding from your agency to the City.

Unfortunately, the pass-through process created another layer of paperwork requiring an Interlocal Agreement between the City and County. This additional process had taken more time and effort than anticipated.

Current Status: The City of Lake Worth has signed the Interlocal Agreement with the County at their March 20 Commission meeting. County staff is preparing an agenda item for April 17, 2012 that will execute the Interlocal Agreement with the City and approve WAP agreement with your agency. The City has moved forward and bid out the project, and expects to begin work within 30-60 days.

Your funding is an integral part of the City's ability to complete this project. The work is expected to be completed by the fall of 2012, well within the 2-year period with which to spend these funds. Please consider that this effort will provide an important recreational amenity to many hundreds of boaters in central Palm Beach County.

If you have any questions or require additional information, please contact Mr. Carman Vare, Environmental Program Supervisor, at 561-233-2444.

Sincerely,

Robert Robbins, Director
Environmental Resources Management

RR:CV:dab

c: Commissioner Donn R. Colee, Jr., Vice-Chair, FIND
Mr. Jamie Brown, Acting Director, Public Services, City of Lake Worth

CHAPTER 66B-2 — WATERWAYS ASSISTANCE PROGRAM (2011)

66B-2.008 — Project Eligibility.

(6) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

66B-2.009 — Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. **The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project.** The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. PB-11-153

R2012 05 75

This PROJECT AGREEMENT made and entered into this APR 17 2012 day of _____, 20__ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Palm Beach County, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this Agreement and Rule 66B-2 of the Florida Administrative Code (Exhibit "B"), the DISTRICT has determined to provide assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Bryant Park Wetland Restoration & Boat Ramp Facility. Said project is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at DISTRICT headquarters.

Any modifications to the PROJECT shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 1, 2013**, unless the PROJECT period has been extended with the prior written approval of the DISTRICT. In no event other than a declared state of emergency that affects the project completion shall the PROJECT period extend beyond three (3) years from October 1, 2011. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this Agreement beyond September 30, 2014, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

Any request for extension of funding beyond the dates set forth in the preceding paragraph shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original project agreement expiration. This request will then be considered by the DISTRICT Board, whose decision shall be final.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute no more than Forty-one percent (41%) of the PROJECT SPONSOR'S out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized PROJECT COSTS as shown in Exhibit A and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed \$255,000.00.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this Agreement, have provided the DISTRICT with suitable evidence of the availability of such funds using DISTRICT Form #95-01 (Exhibit C), and including upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under the Project Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit A. PROJECT COSTS must be incurred and work performed within the PROJECT period, with the exception of pre-agreement costs, if any, consistent with Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Project Agreement unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit A, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of the Agreement, reimbursement for all PROJECTS approved as Phase I projects will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further District funding. Procedures set forth below with respect to reimbursement by the District are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the PROJECT AMOUNT less any prior installment payments. The Payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), and (4) submission of a photograph of the PROJECT showing the sign required by Paragraph 17. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT facility.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **NONCOMPLIANCE** - The DISTRICT shall have the right to reimbursement, either in whole or part as it may determine, of the funds provided hereunder for noncompliance by

the PROJECT SPONSOR with any of the terms of this Project Agreement. Upon notification from the DISTRICT, the PROJECT SPONSOR shall reimburse such funds directly to the DISTRICT. The provisions of this paragraph shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Project Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of the Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this Agreement.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with state and federal statutory requirements for accessibility by handicapped persons as well as all other federal, state and local laws, rules and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision. When such is required, adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

16. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years prior to or

immediately following completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

17. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the project entrance of the completed project, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this paragraph shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other type projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

18. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by project sponsor, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

19. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable

20. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

21. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

22. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

23. **WAIVERS** - Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

24. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Palm Beach County
Attention: Director, Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

25. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

26. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

27. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties

reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

28. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____

Director


DATE: _____

ATTEST: Sharon Bock, Clerk & Comptroller

By:  _____
Deputy Clerk



R2012 0575
PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
Steven L. Abrams Vice Chair

By:  _____
Chair Shelley Vana

Date: APR 17 2012, 2012

APPROVED AS TO TERMS
AND CONDITIONS:

By:  _____
Department Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:  _____
Assistant County Attorney

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM**

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PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

PROJECT TITLE: Bryant Park Boat Ramp Facility Improvements

APPLICANT: Palm Beach County Board of County Commissioners

Project Elements <i>(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity Estimated Cost (Number and/or Footage)	Total Costs	Applicant's Cost	FIND Cost
<u>Construction Costs</u>				
<u>Boat Ramp Facility Element</u>				
Replacement of Boat Ramp	N/A	\$215,000	\$215,000	\$0
Fixed & Floating Docks & Gangways	N/A	\$150,000	\$75,000	\$75,000
Staging Dock	600 sq. ft.	\$105,000	\$0	\$105,000
Pavement	N/A	\$80,000	\$80,000	\$0
Seawall Modifications	N/A	\$75,000	\$0	\$75,000
Totals		\$625,000	\$370,000	\$255,000
		\$ <u>625,000</u>	\$ <u>370,000</u>	\$ <u>255,000</u>

CHAPTER 66B-2 — WATERWAYS ASSISTANCE PROGRAM (2011)

- 66B-2.001 Purpose.
- 66B-2.002 Forms.
- 66B-2.003 Definitions.
- 66B-2.004 Policy.
- 66B-2.005 Funds Allocation.
- 66B-2.006 Application Process.
- 66B-2.0061 Disaster Relief Applications.
- 66B-2.007 Application Form. (Repealed)
- 66B-2.008 Project Eligibility.
- 66B-2.009 Project Administration.
- 66B-2.010 Project Agreement. (Repealed)
- 66B-2.011 Reimbursement.
- 66B-2.012 Accountability.
- 66B-2.013 Acknowledgement.
- 66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.
- 66B-2.015 Small-Scale Derelict Vessel Removal Projects.
- 66B-2.016 Waterways Cleanup Events.

66B-2.001 - Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.001.

66B-2.002 - Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.002.

66B-2.003 - Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for

submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for

monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08.

66B-2.004 - Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional

anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, maritime management plans, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to

approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must demonstrate that the facility will utilize 50% or greater of the collected funds for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History--New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10.

66B-2.005 - Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (a thru f) Waterways Assistance Program Application Evaluation and Rating Worksheet (effective

date 4-24-06); and 93-25 and 93-25 (a, b and c) Waterways Assistance Program Navigation Districts Application Evaluation and Rating Worksheet (effective date 4-24-06), hereby incorporated by reference and available from the District office.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(7), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(8) and Rule 66B-2.008, F.A.C., and small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant

to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

(6) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(7) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to public launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or

that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

All other public navigation projects or project elements will only qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(8) Land Acquisition: All land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09.

66B-2.006 - Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and 93-22a, Project Information – Navigation Related Districts (effective date 4-24-06) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. All applications for financial assistance and support through this program from navigation related districts shall be made on FIND Form Number 93-22 (effective date 4-24-06), hereby incorporated by reference and available from the District office, and shall include a detailed cost estimate submitted on FIND Form No. 90-25. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and

available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application Evaluation and Rating Worksheets No. 91-25 (a thru f) for Waterways Assistance Program applications, and 93-25 (a, b and c) Waterways Assistance Program Navigation Related Districts applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The

final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08.

66B-2.0061 - Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 — Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;

6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;
9. Derelict Vessel Removal;
10. Waterways related environmental education programs and facilities;
11. Public fishing and viewing piers;
12. Public waterfront parks and boardwalks and associated improvements;
13. Waterways boating safety programs and equipment;
14. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and
15. Other waterway related projects.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;
2. Restrooms for non-waterway users;
3. Roadways providing access to non-waterway users;
4. Parking areas for non-waterway users;
5. Utilities for non-waterway related facilities;
6. Lighting for non-waterway related facilities;
7. Project maintenance and maintenance equipment;
8. Picnic shelters and furniture;
9. Vehicles to transport vessels;
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and
12. Conceptual project planning, including: cost-benefit analysis, public surveys, opinion polls, public meetings, and organizational conferences.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection;
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project;
 - c. Restoration of sites disturbed during the construction of an approved project;
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine law enforcement and other vessels are eligible for a maximum of \$30,000 in initial District funding. All future replacement and maintenance costs of the vessel and

related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can

demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. Program funds to public marina projects shall not be utilized for replacement of the facilities if revenues generated by the facility are not allocated to the operation, maintenance and improvement of the public marina facility in accordance with subsection 66B-2.004(11), F.A.C.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) The District shall participate in one plan per County. Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp & ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

3) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02,

3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10.

66B-2.009 — Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement

requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02.

66B-2.011 - Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant

for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History-New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02. - -11

66B-2.012 - Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.012, Amended 7-30-02

66B-2.013 - Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 - Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 7-30-02, Amended 4-24-06.

66B-2.015 - Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$20,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

- (1) **Application Procedure:** Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.
- (2) **Availability:** The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of items (8) through (10), below.
- (3) **Applicant Eligibility:** The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.
- (4) **Funding:** District funding shall be limited to \$5,000.00 per waterway, per county, except for the provisions of items (8) through (10), below.
- (5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.
- (6) **Funding Eligibility:** The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.
- (7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

- (8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.
- (9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse

collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

- (10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History-New __-__-11

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project Sponsor, as of October 01, 20____, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM**

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____ BILLING #: _____

Amount of Assistance

All Funds Previously Requested

✂

Balance Available

=

Funds Requested

Less Retainage (-10% unless final)

✂

Check Amount

=

Balance Available

Less Check Amount

✂

Balance Remaining

=

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "B")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "B")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "B" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E
FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM

Project Completion Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

**ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT**

http://www.aicw.org/wapapp_pdf.jhtml?method=view&wapapp_pdf.id=1

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD

Oct 1-DEC 15____; Dec 15-Mar 1____; Mar 1-June 15____; June 15-Sep 1____
Report Due: (Dec 30) (March 15) (June 30) (Sep 15)

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

EXHIBIT G

ASSISTANCE PROJECT SCHEDULE

OCTOBER 2011 - Project Agreement Executed, Project Initiates.

DECEMBER 30, 2011 - First Quarterly Report Due.

MARCH 15, 2012 - Second Quarterly Report Due.

JUNE 30, 2012 - Third Quarterly Report Due.

SEPTEMBER 15, 2012 - Fourth Quarterly Report Due.

DECEMBER 30, 2012 - Fifth Quarterly Report Due.

MARCH 15, 2013 - Sixth Quarterly Report Due.

JUNE 30, 2013 - Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 1st, a request for a 1-year extension of the completion date of the project should be submitted with the quarterly report.

SEPTEMBER 01, 2013 - Closeout paperwork due.

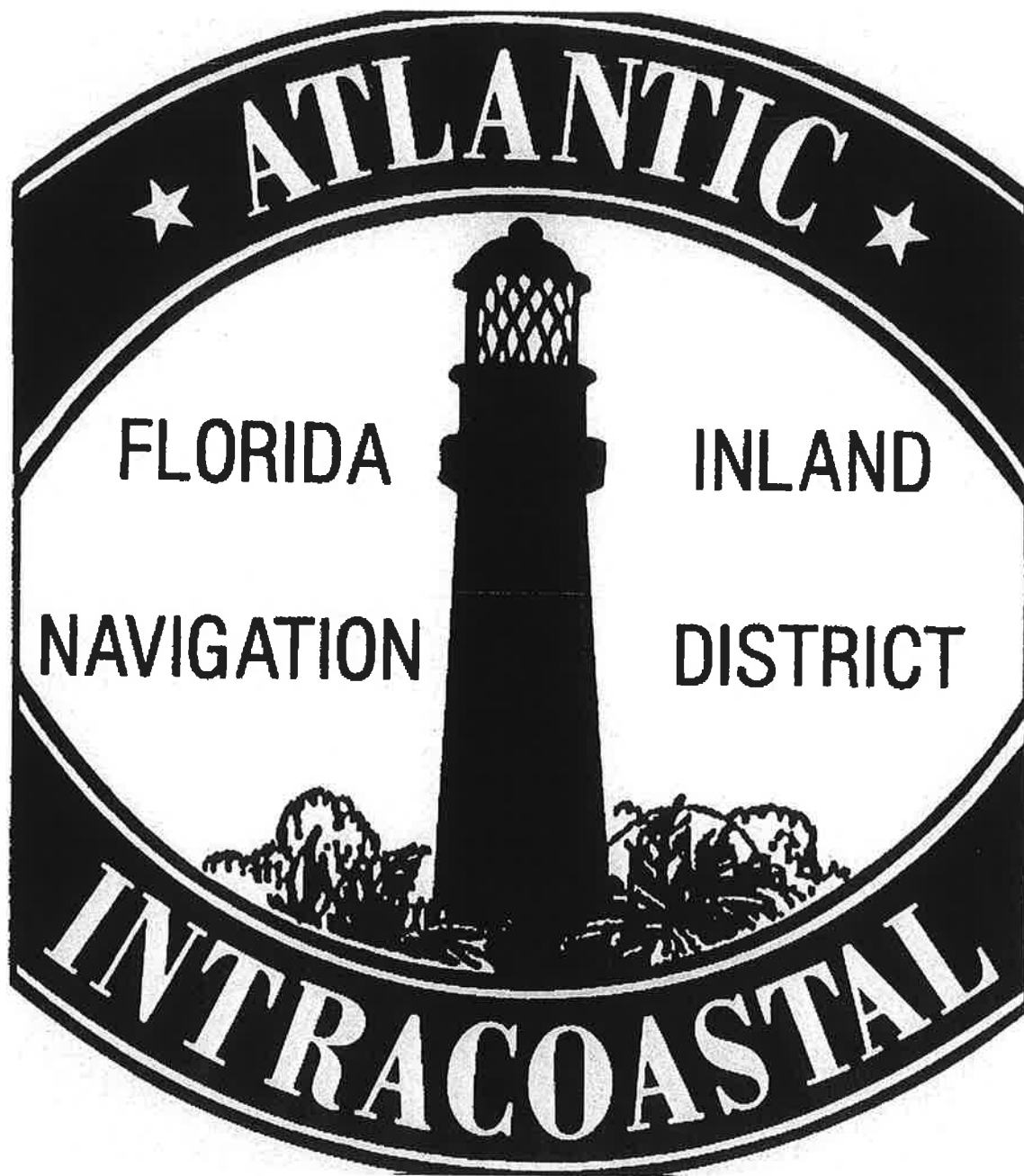
SEPTEMBER 30, 2013 - District finishes processing closeout paperwork, performs project inspection and submits final reimbursement check with check presentation to sponsor.

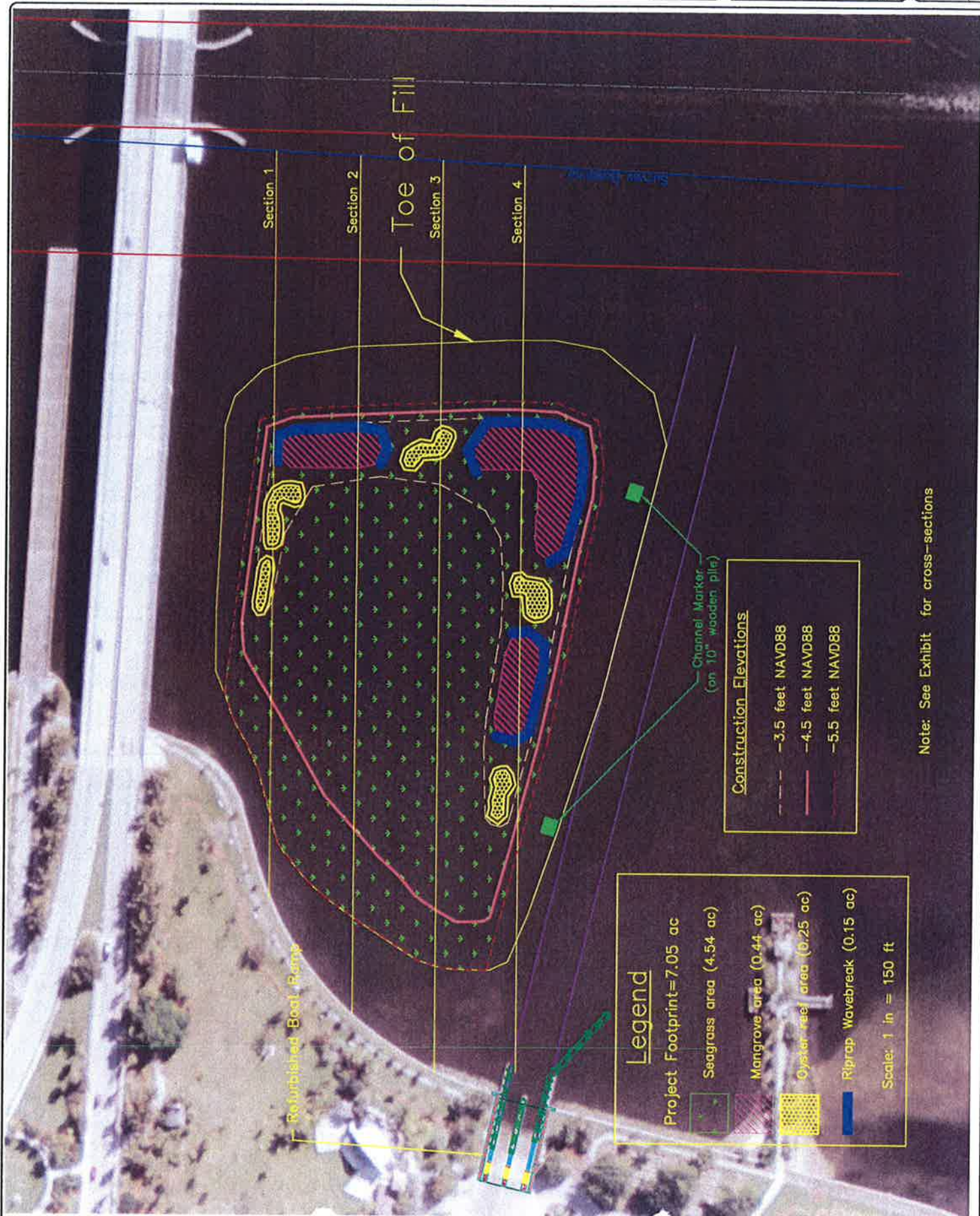
NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

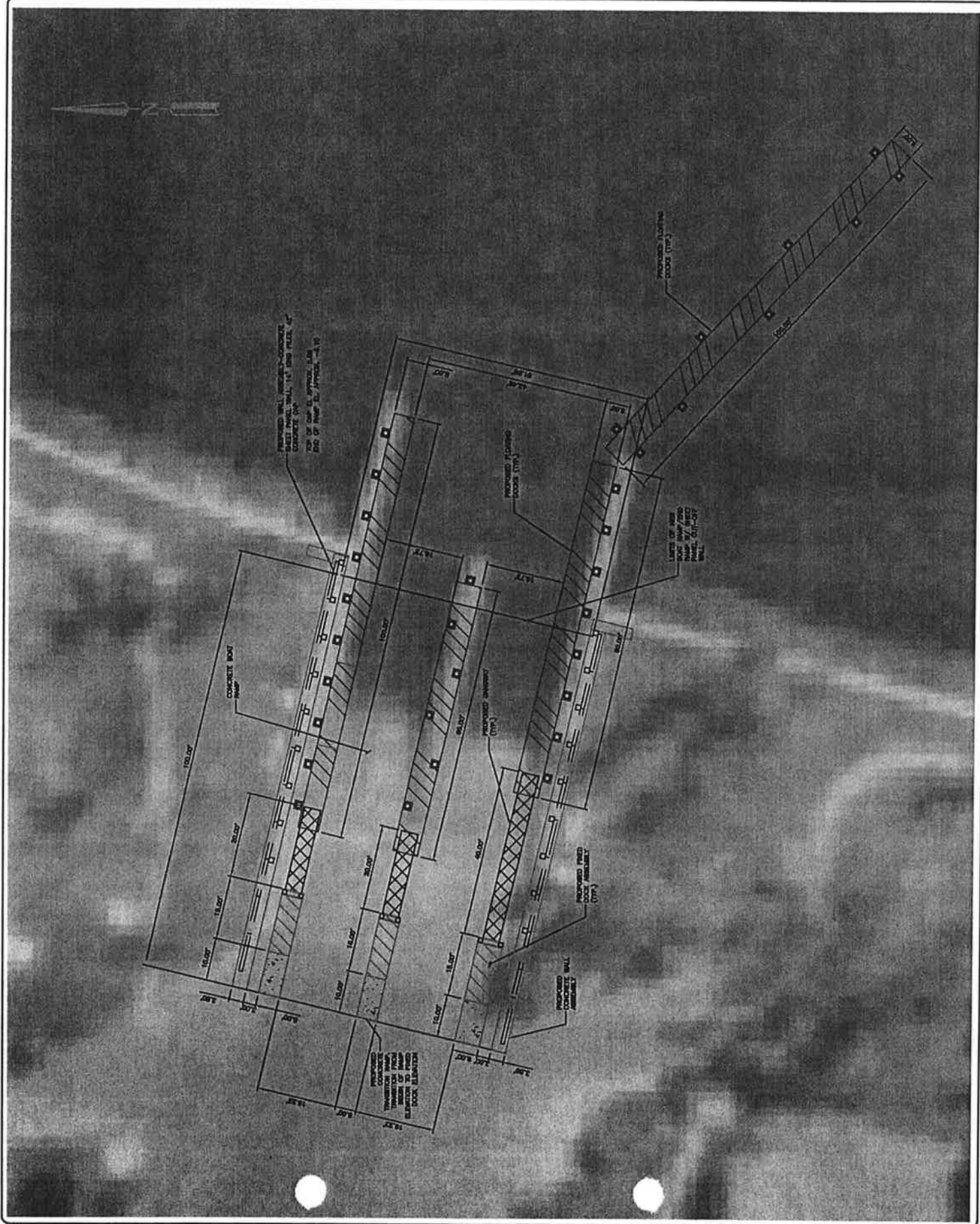
***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit B may result in revocation of this agreement pursuant to Paragraph 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/bids.jhtml?method=listByCat_id&bids.cat_id=4







**FLORIDA INLAND NAVIGATION DISTRICT
2012 INTERLOCAL AGREEMENT**

PROJECT COST ESTIMATE

PROJECT TITLE: SOUTH LAKE WORTH INLET – ICW CUT P-50 DREDGING

PARTICIPANT: PALM BEACH COUNTY

Project Elements		FIND Cost
SEAGRASS SURVEYS		\$7,943
DESIGN AND PERMITTING (engineering, contracting, construction oversight)		78,363
CONSTRUCTION hydraulic dredge, pump sand to beach	12,036 cy @ \$8.00/cy = \$96,288	
mechanical dredge (non-beach compatible sand), disposal offsite	11,024 cy @ \$24.00/cy = \$264,576	
(mob/demob, maintenance of traffic, construction surveys)		427,408

**** TOTAL =**

\$ 513,714

Project Budget
SLWI Sand Trap Expansion & Maintenance Dredging

4/25/2012

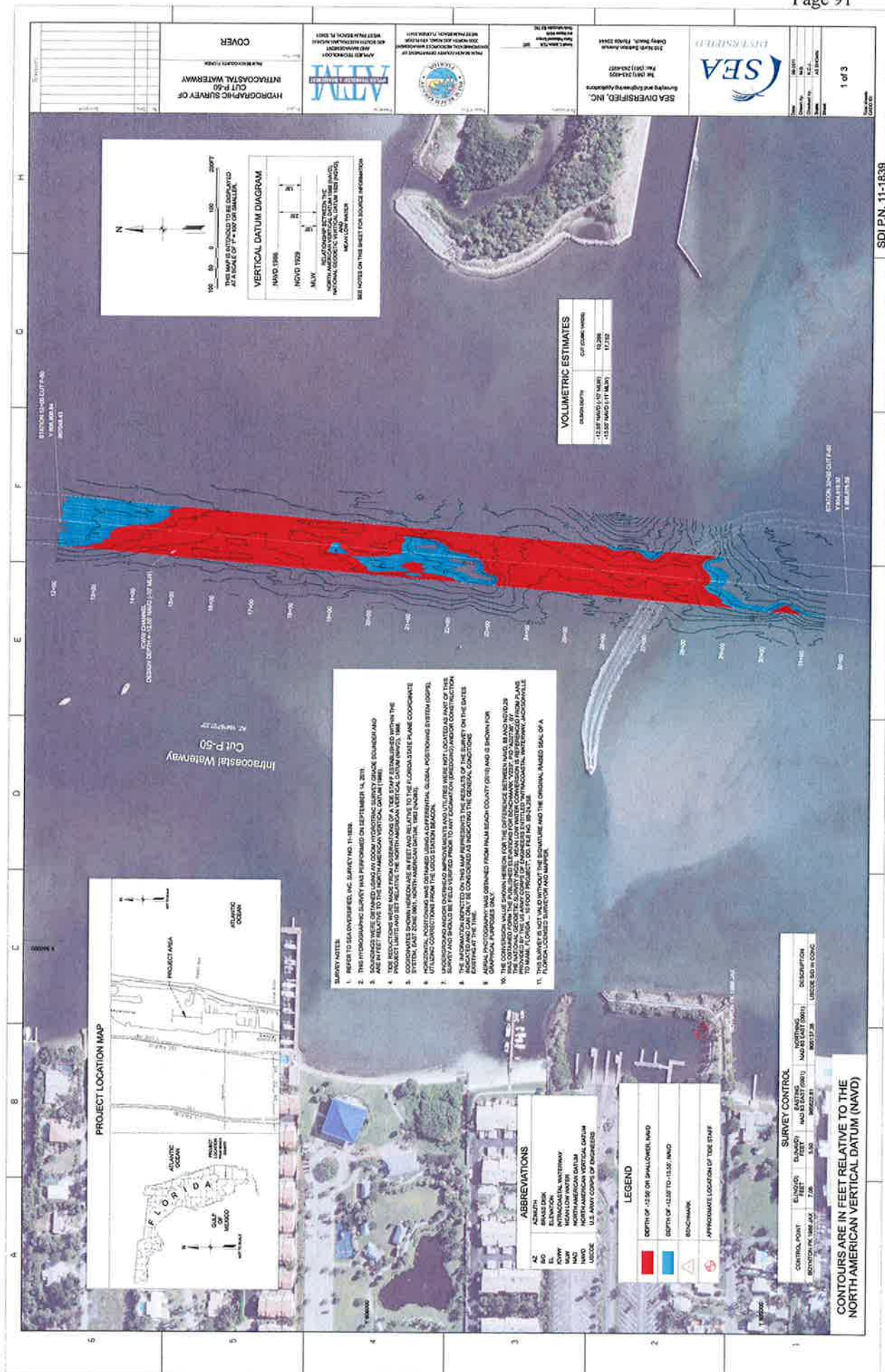
Page 90

						Cost by Dredge Area		
	Project Elements	Unit	A Quantity	B Unit Cost	C (=A*B) Total Cost	D (=C*X) Sand Trap	E (=C*Y) Boat Channel	F (=C*Z) ICW
	Seagrass Surveys				\$ 91,585.18	\$ 61,465.72	\$ 22,176.81	\$ 7,942.65
1	2011 Baseline	LS	1	25,067.04	25,067.04	16,927.77	7,392.27	747.00
2	Pre-Construction	LS	1	25,067.04	25,067.04	16,927.77	7,392.27	747.00
3	1 Year Post-Construction	LS	1	25,067.04	25,067.04	16,927.77	7,392.27	747.00
4	Half Moon Bay Hole	LS	1	16,384.06	16,384.06	10,682.41	-	5,701.65
	Design & Permitting				140,659.20	98,916.20	3,172.13	38,570.87
5	Design & Permitting	LS	1	135,409.20	135,409.20	95,192.67	3,019.63	37,196.90
6	Permit Mod Application Fee	LS	1	5,250.00	5,250.00	3,723.53	152.50	1,373.97
	Construction				1,621,960.00	1,150,293.00	44,259.00	427,408.00
7	Mob/Demob Hydraulic	LS	1	200,000.00	200,000.00	147,820.00	12,200.00	39,980.00
8	Mob/Demob Mechanical	LS	1	5,000.00	5,000.00	3,410.50	-	1,589.50
9	Maintenance of Traffic (Hydraulic)	LS	1	15,000.00	15,000.00	11,086.50	915.00	2,998.50
10	Construction Surveys/As-Built	LS	1	80,000.00	80,000.00	56,240.00	1,784.00	21,976.00
11	Sand Trap Sand (Hydraulic)	CY	44,493	8.00	355,944.00	355,944.00	-	-
12	Sand Trap Fines/Sand/Rock (Mechanical/HMB Hole)	CY	20,658	24.00	495,792.00	495,792.00	-	-
13	Sand Trap Rock (Mechanical/Hydroid Reef)	CY	4,000	18.00	72,000.00	72,000.00	-	-
14	Boat Channel Sand (Hydraulic)	CY	3,670	8.00	29,360.00	-	29,360.00	-
15	ICW Sand (Hydraulic)	CY	12,036	8.00	96,288.00	-	-	96,288.00
16	ICW Fines/Sand/Rock (Mechanical/HMB Hole)	CY	11,024	24.00	264,576.00	-	-	264,576.00
17	Remove/Re-install Channel Markers	Each	4	2,000.00	8,000.00	8,000.00	-	-
	Mitigation				300,651.40	300,651.40	-	-
18	UMAM Assessments	LS	1	32,811.40	32,811.40	32,811.40	-	-
19	Mitigation Site	Acres	1.08	248,000.00	267,840.00	267,840.00	-	-
	Staff Time²				300,000.00	210,900.00	6,690.00	82,410.00
20	Staff Time	Hours			300,000.00	210,900.00	6,690.00	82,410.00
						\$ 2,454,855.78	\$ 1,822,226.32	\$ 76,297.94
								\$ 556,331.52

	Total	X Sand Trap	Y Boat Channel	Z ICW
Seagrass Survey Stations				
Items 1, 2, 3	231	156	46	29
	100.00%	67.53%	29.49%	2.98%
Hydraulic Material (C11+C14+C15)	\$ 481,592.00	\$ 355,944.00	\$ 29,360.00	\$ 96,288.00
Items 7 & 9	100.00%	73.91%	6.10%	19.99%
Mechanical Material (C12+C13+C16)	\$ 832,368.00	\$ 567,792.00	\$ -	\$ 264,576.00
Item 8	100.00%	68.21%	0.00%	31.79%
Mechanical Material to Half Moon Bay Hole (C12+C16)	\$ 760,368.00	\$ 495,792.00	\$ -	\$ 264,576.00
Item 4	100.00%	65.20%	0.00%	34.80%
All Dredge Material (C11+C12+C13+C14+C15+C16)	\$ 1,313,960.00	\$ 923,736.00	\$ 29,360.00	\$ 360,864.00
Item 5, 10, 20	100.00%	70.30%	2.23%	27.47%
Sand Trap Only - Items 11, 12, 13, 17, 18, 19	100.00%	100.00%	0.00%	0.00%
Boat Channel Only - Item 14	100.00%	0.00%	100.00%	0.00%
ICW Only - Items 15 & 16	100.00%	0.00%	0.00%	100.00%
Beach Restoration Permit Fee (\$2,000 for first 50,000 CY + \$500 for each additional 50,000 CY)	\$ 2,500.00	\$ 1,847.75	\$ 152.50	\$ 499.75
Maintenance Dredging Permit Fee (\$2,000 for first 10,000 CY + \$250 for each additional 10,000 CY)	\$ 2,750.00	\$ 1,875.78	\$ -	\$ 874.22
Item 6	\$ 5,250.00	\$ 3,723.53	\$ 152.50	\$ 1,373.97

¹ Items 6 (Permit Mod Application Fee) and 17 (Remove/Re-install Channel Markers) are not eligible for reimbursement by FDEP.

² Staff Time is only eligible for reimbursement from the FIND ILA and the City of Boynton.



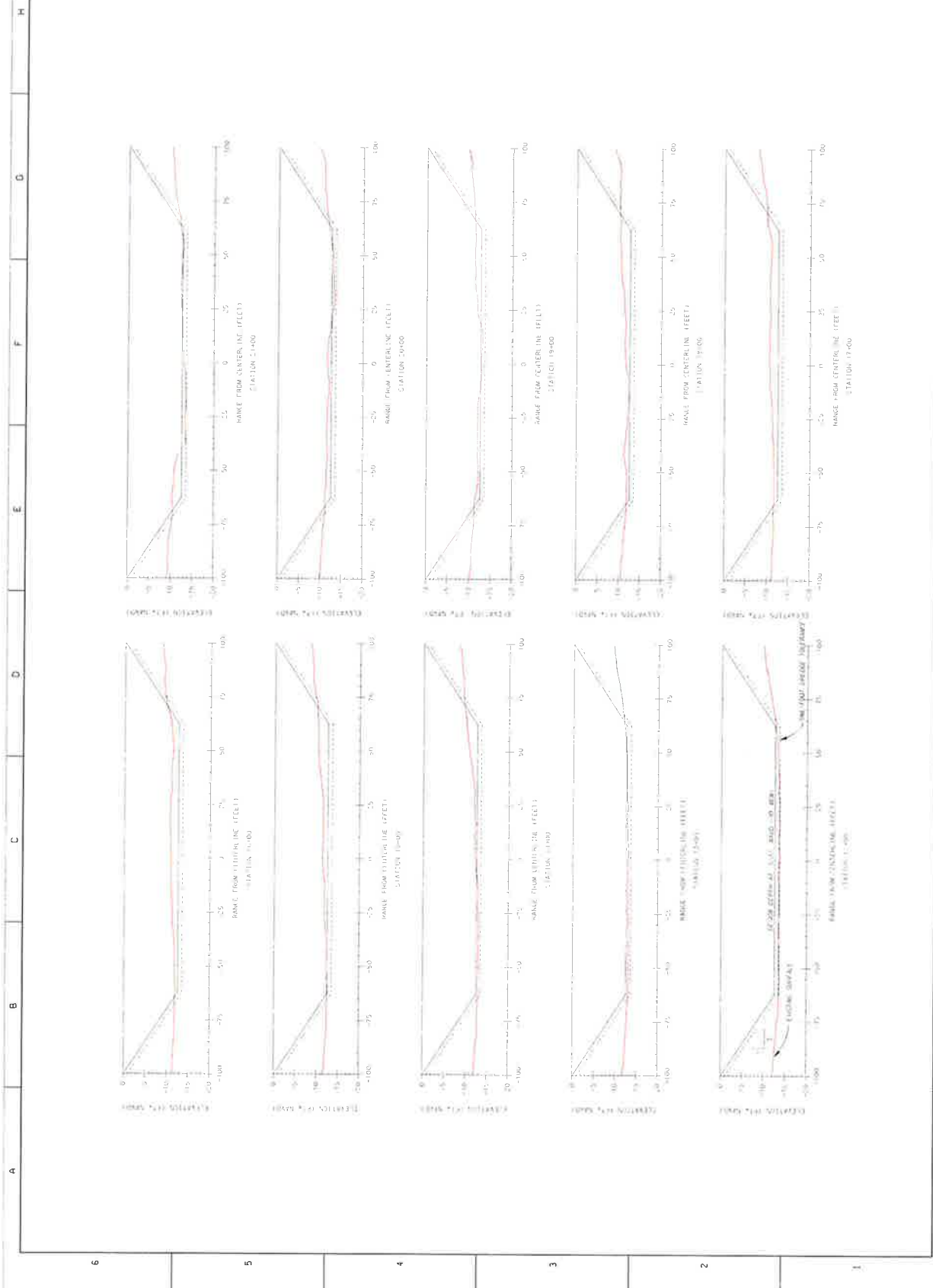


SEA DIVERSIFIED, INC.
Surveying and Engineering Applications
310 South Shafter Avenue
Chattanooga, TN 37404
Tel: (615) 242-8200
Fax: (615) 242-8207



ATM
Aerial Topographic Mapping
2000 North 10th Street, Suite 100
Chattanooga, TN 37404
Tel: (615) 242-8200
Fax: (615) 242-8207

CROSS-SECTIONS
HYDROGRAPHIC SURVEY OF
INTRACASTAL WATERWAY
CUT 0.80
STATION 19+00



R2007-2193

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND THE
FLORIDA INLAND NAVIGATION DISTRICT**

DEC 04 2007

THIS INTERLOCAL AGREEMENT is made and entered into this 18th day of December, 2007 by and between the Florida Inland Navigation District, an independent special taxing district of the State of Florida (hereinafter the "District"), and Palm Beach County, a political sub-division of the State of Florida (hereinafter the "County"), hereinafter referred to collectively as the "parties".

WITNESSETH

WHEREAS, the County and the District have agreed to cooperate in a maintenance dredging project (hereinafter the "Project") to dredge Cut P-50 of the Intracoastal Waterway (which is shown on Exhibit "A") in Palm Beach County in conjunction with the County's maintenance dredging of the South Lake Worth Inlet Sand Trap and the access channel to the City of Boynton Beach's Boat Club Park Boat Ramp; and

WHEREAS, the District is willing to participate in the Project because of the benefit to the District, its constituents, and the Atlantic Intracoastal Waterway, subject to the terms and provisions of this Interlocal Agreement; and

WHEREAS, the County is willing to participate in the Project because of the benefit to the County, its constituents and the Lake Worth Lagoon, subject to the terms and provisions of this Interlocal Agreement; and

WHEREAS, pursuant to Chapter 374, Florida Statutes, the District is empowered and authorized to sponsor and to assist member counties with inlet management projects and projects to alleviate problems associated with waterways; and

WHEREAS, pursuant to Section 125.01, Florida Statutes, the Board of County Commissioners is empowered to establish and administer programs of beach erosion control and to enter into agreements with other governmental entities within or outside the boundaries of the COUNTY for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, Part I of Chapter, 163 Florida Statutes, permits public agencies as defined therein to make the most efficient use of their powers by allowing them to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which the parties expressly acknowledge, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Interlocal Agreement (the "Agreement") is to set forth the parties' roles and obligations with regard to a maintenance dredging project in Cut P-50 of the Intracoastal Waterway within Palm Beach County. The parties agree that the County shall design, manage, and complete the Project, and the District shall provide the funds necessary to complete the Project.

Section 2. Responsibilities of the District.

a. The District agrees to provide all funds necessary to complete the Project (hereinafter the "Project Amount"), which is currently estimated to cost Five Hundred Thousand Dollars (\$500,000.00) as provided in the Project Cost Estimate attached hereto as Exhibit "B". The actual cost of the Project will be determined by a competitive bid process.

b. The District will reimburse the County for all funds the County expends to complete the Project (i.e. the Project Amount). Unless specifically authorized, the District will not reimburse the County for any obligation or expenditure made prior to the execution of this Agreement. Notwithstanding, the bathometric surveys, sea grass surveys, permit modification, and preparation of plans and specifications, performed by the County prior to execution of this Agreement are authorized expenses and will be reimbursed.

c. The District shall provide funds to the County on a reimbursement basis upon receipt of a properly completed Payment Reimbursement Request Form, which is attached hereto as Exhibit "C" along with corresponding invoices from any contractor(s) retained by the County to work on the Project. The District shall provide the requested funds to the County within thirty (30) calendar days of receipt of a properly completed Payment Reimbursement Request Form that includes all necessary corresponding invoices.

d. The District, by prior written approval, may extend funding under this Agreement for one (1) year beyond September 30, 2009 or for a longer period of time if any permit necessary to complete the Project obligates the County to monitor seagrass in the Project area for a longer period of time. The District shall have sole discretion to extend the Agreement period as provided herein, and its decision regarding a request for extension of this Agreement shall be final.

Section 3. Responsibilities of the County.

a. The County agrees to provide all project design, permitting, contracting, and construction management necessary to complete the Project and shall procure the services of any contractors, consultants and/or engineers deemed necessary to complete the Project. The County

shall complete the Project and shall submit all reimbursement requests to the District on or before September 01, 2009.

b. The County shall obtain and abide by all federal, state and local permits necessary for completion of the Project.

c. The County shall request and obtain written approval from the District before awarding any bid for the Project.

d. The County shall provide advance notice to the District prior to making any substantive modifications to the Project.

e. The County shall request reimbursement for Project related expenses by providing the District with a completed Payment Reimbursement Request Form (Exhibit "C"), along with corresponding invoices from any contractor(s) retained by the County to work on the Project.

f. Upon completion of the Project, the County shall submit to the District a final request for reimbursement seeking any Project expenses still due an owing from the District and shall provide the following to the District: (1) a Final Audit Report that includes a description of the expenses incurred to complete the Project, if requested by the District; (2) a certification that the Project is complete; (3) an after dredge hydrographic survey of the Project area (as described in Exhibit "A"); and (4) the Project Completion Certification Form attached hereto as Exhibit "D".

g. If the County wishes to extend the Project period and associated funding beyond September 30, 2009, it shall submit a request for extension to the District no later than July 1, 2009.

Section 4. Effective Date and Term. This Agreement shall take effect upon execution by both parties and shall terminate upon completion of the Project and payment to the County of the Project Amount, unless such time has been extended by the District.

Section 5. Compliance with Codes and Laws. Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

Section 6. Access to Records and Audits. The parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation. The parties shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only upon reasonable notice, time and place. In the event that the parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

Section 7. Independent Contractor. The parties shall be considered independent contractors, and no party shall be considered an employee or agent of any other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this Agreement. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation

benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 8. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted by law, the County shall indemnify, defend, and hold harmless the District against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the District shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the District's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to be responsible for such other party's negligent, willful or intentional acts or omissions.

Section 9. Insurance.

a. Each party warrants and represents that it is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event a Party maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, that party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The parties agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

b. The parties further agree that nothing contained herein shall be construed or interpreted as: (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

c. In the event any party subcontracts any part or all of the Project work hereunder to a third party, the contracting party shall require each and every subcontractor to name the other party to this Agreement as "additional insured" on all insurance policies as required by the contracting party. Any contract awarded for work under this Agreement shall include a provision whereby the contracting party's contractor agrees to defend, indemnify, save and hold the other party hereto harmless from all damages arising in connection with said contract.

d. When requested, each party shall provide any other party with an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which all parties agree to recognize as acceptable for the above mentioned coverages.

e. Compliance with the foregoing requirements shall not relieve any party of its liability and obligations under this Agreement.

Section 10. Default, Termination, Opportunity to Cure. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice as an opportunity to cure the default before terminating this Agreement. If the Agreement is terminated as provided herein, the District shall reimburse the County for all Project work completed in accordance with this Agreement up to the official date of termination.

Section 11. Litigation Costs/Venue. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement. The venue of any litigation shall be in Palm Beach County, Florida.

Section 12. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered, faxed, or mailed (by certified mail, return receipt requested) to the respective addresses/recipients specified below:

As to the District:
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

As to County:
Palm Beach County
Department of Environmental Resources Management
2300 N. Jog Road - 4th Floor
West Palm Beach, FL 33411-2743

Copy to:
Palm Beach County
Attn: County Attorney for ERM
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

Section 13. Modification and Amendment. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein

shall be effective unless contained in a written document executed with the same formalities used to execute this Agreement.

Section 14. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting Agreement shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

Section 16. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 17. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 18. Rights and Duties/Assignment. Rights and duties arising under this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors and permitted assigns and shall, unless the context clearly requires otherwise, survive the completion of the Agreement. A party may not assign this Agreement or any interest hereunder without the express prior written consent of the other party.

Section 19. Public Entity Crimes. As provided in Florida Statutes 287.132-133, the parties hereby certify that neither the parties nor their employees or agents, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida

Department of Management Services within the thirty-six (36) month period immediately preceding the effective date of the term of this Agreement. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

Section 20. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 21. Funding Contingency. Completion of the Project under this Agreement is contingent upon each of the parties approving and securing, as applicable, its funding obligation hereunder. Notwithstanding this contingency, each party shall diligently pursue the approval and procurement of its funding obligation.

Section 22. Delays. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.

Section 23. Exhibits. The Exhibits referred to and attached to this Agreement are incorporated herein in full by this reference.

Section 24. Governing Law. This Agreement shall be construed by and governed by the laws of the State of Florida.

Section 25. Entirety of Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
the day, month and year aforesaid.

WITNESSES:

[Signature]
[Signature]

FLORIDA INLAND NAVIGATION DISTRICT

By: [Signature]

Executive Director

DATE: 12/18/07

R2007: 2193

DEC 04 2007

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS, a political
subdivision of the State of Florida

[Official Seal]

ATTEST:

By: [Signature]

Addie L. Greene, Chairperson

SHARON R. BOCK,
CLERK AND COMPTROLLER

By: [Signature]

Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: [Signature]

County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

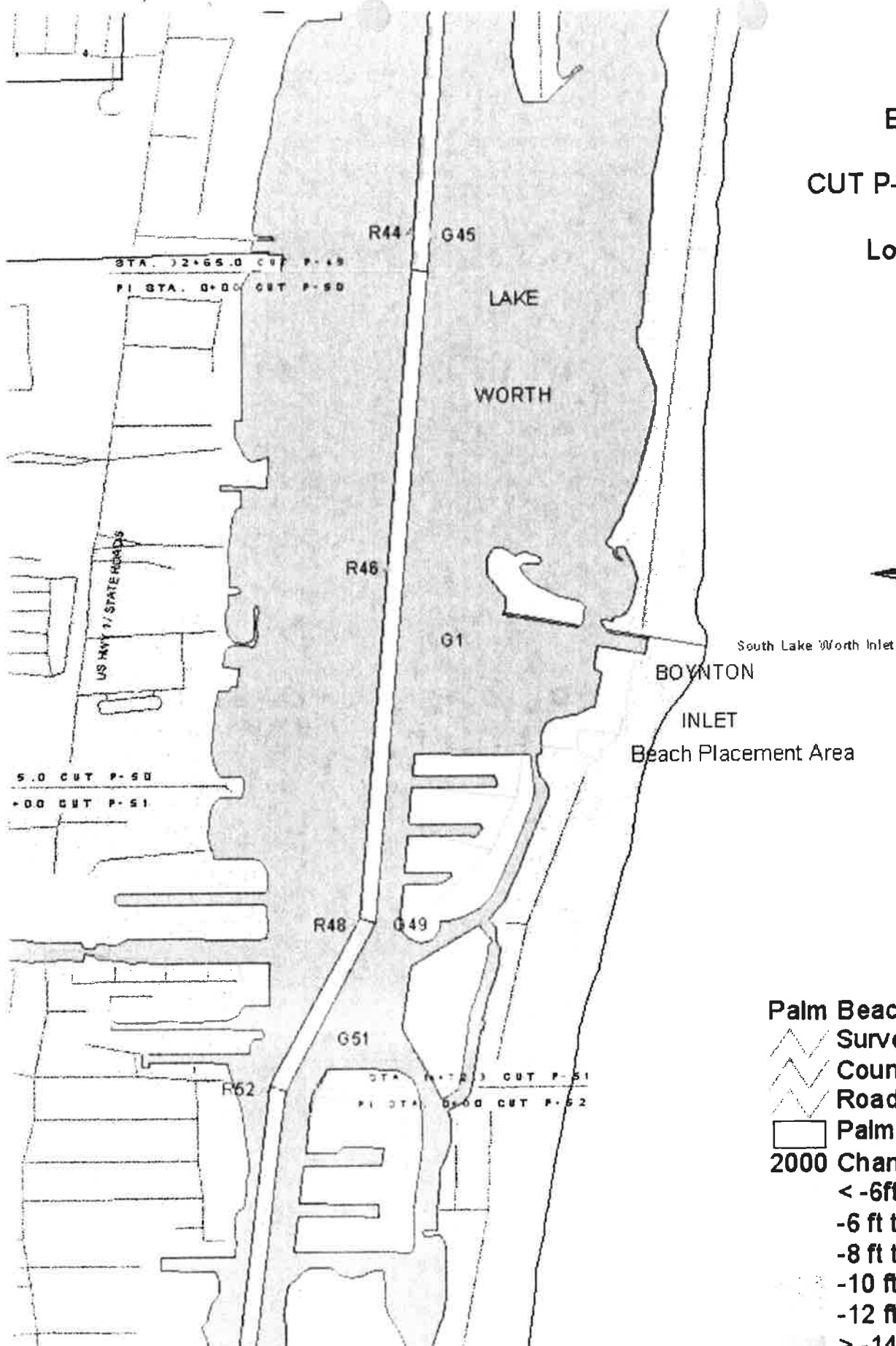
By: [Signature]

Richard E. Walesky, Director
Environmental Resources Management

Exhibit "A"

CUT P-50 DREDGING

Location Map



Palm Beach Basemap

- Survey Control
- County Line
- Roads
- Palm Beach Cuts
- 2000 Channel Elevation**
 - < -6ft
 - 6 ft to -8 ft
 - 8 ft to -10 ft
 - 10 ft to -12 ft
 - 12 ft to -14 ft
 - > -14 ft
- Edge of Water
- Cities

Cut P-50

EXHIBIT B**FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT****PROJECT COST ESTIMATE****PROJECT TITLE: Intracoastal Waterway Cut P-50 Maintenance Dredging****INTERLOCAL AGREEMENT PARTNER: Palm Beach County**

Project Elements <i>(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity Estimated (Number and/or Footage)	Applicant's Cost	FIND Cost
Maintenance Dredging of Cut P-50 and costs associated with the work. The Project elements include but are not limited to designing and planning the project, obtaining all necessary permits, retaining necessary contractors and managing and monitoring the maintenance dredging project.	31,100 cu.yds.	\$0	\$500,000

**** TOTALS =****\$0****\$500,000**

**FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT
PAYMENT REIMBURSEMENT REQUEST FORM**

PROJECT NAME: _____ PROJECT NO.: _____

PROJECT PARTNER: _____ BILLING NO.: _____

Amount of Contribution		_____
All Funds Previously Requested	✂	_____
Balance Available	=	_____
Funds Requested		_____
Balance Available		_____
Less Check Amount	✂	_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "B")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
<hr/>				

(NOTE: Signature Required on Page 2)

EXHIBIT C (CONTINUED)**SCHEDULE OF EXPENDITURES**

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "B")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
---	-----------------------------------	---------------	-------------------	--------------

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D
FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT

Project Completion Certification

Project Partner: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Interlocal Agreement between the Florida Inland Navigation District and _____, dated _____, 2007, and that all funds were expended in accordance with Exhibit "B" and Paragraph 2 of the Interlocal Agreement. *


Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Comptroller
certify this to be a true and correct copy of the original
filed in my office on December 17, 2007
dated at West Palm Beach, FL on 11/22/07
By: Diane Brown
County Clerk



May 3, 2012

Mr. Mark Crosley
Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9427

Dear Mr. Crosley:

There will be excess funds (\$329,896) in Grant DA 09-114 when the original scope is completed. There has not been a scope reduction of the grant project, but the actual costs were less than we originally estimated. We are seeking the Board's written approval to use the excess funds from this grant for new elements in an adjacent new project.

You will recall that we were unable to submit the required Board resolution on time, in June 2011, for the 2011 application cycle for a new grant project in Crandon Marina. Though we missed that grant cycle, we still need some funding for that project which improves the area located around the dry storage facility.

Enclosed is a worksheet showing the original estimates contrasted to the actual costs of the elements in the original scope along with cost estimates for the elements in the added scope. We would like to use the excess funds from the existing grant toward the new project that will change the traffic pattern in the parking lot to prevent traffic back-ups onto the main thoroughfare of Key Biscayne. This requires re-striping the parking lot to re-configure the traffic lanes and parking spaces. The project also adds a fence, gates, lights and security cameras.

A separate letter regarding a similar situation with Grant DA 10-121 is enclosed. The enclosed site map shows the locations of both existing grant projects and both proposed new projects. The location of the existing grant project for Seawall Number 1 (DA 09-114) is highlighted in yellow. The area of the new elements is highlighted in blue. The other grant and its related new project are also shown on the site plan and are defined in the letter regarding Grant DA 10-121.

Miami-Dade County is contributing 78% of the funding (\$1,114,468) for the new elements from two sources; the County's Building Better Communities Bond Fund and the County's 2009 Series A, Capital Assets Special Obligation Bond Fund.

Page 2
Letter to Mark Crosley
May 4, 2011

We are prepared to present this request at the FIND Board meeting in Miami on May 18th. I look forward to your questions or comments. Please contact me at 305-755-7878 or jdenny@miamidade.gov.

Sincerely,

Joyce Denny
Grants Administrator

Enclosure: Restatement of budget for original scope and additional elements
Site Map showing location of original and new scope within Marina

Original Budget and Actual Costs for original scope of Crandon Seawall Grant 1 REVISED 5-2-12						
Budget Elements Original Scope	Original Scope Projected Expense - Total Project	Original Scope Miami-Dade Projected Cost	Original Grant Scope FIND Projected Cost	Actual Amount Spent for Original Scope	Miami Dade Portion of Contracted Cost	FIND portion of contracted cost
Landside Repairs, main wall and wingwall	\$ 1,172,166	\$ 586,083	\$ 586,083	\$ 526,221	\$ 263,111	\$ 263,111
Consultant for Const Mgt	\$ 6,820	\$ 3,410	\$ 3,410	\$ 9,253	\$ 4,625	4,625
A&E consult for Const	\$ 10,120	\$ 5,060	\$ 5,060	\$ -	\$ -	0
Lab Test	\$ 6,160	\$ 3,110	\$ 3,080	\$ -	0	0
TOTAL COSTS ORIGINAL SCOPE PRE130935174	\$ 1,195,296	\$ 597,663	\$ 597,633	\$ 535,474	\$ 267,737	\$ 267,737
						\$ 329,896

Additional Scope for Crandon Seawall 1				
Elements of Proposed additional Scope in area of wetlands at Crandon Marina to be completed by 9-1-12	Total Est Cost of Additional Scope	Additional FIND Costs from new scope	Additional Miami Dade Costs from new scope	FIND % of new scope
Reconstruct newly failed seawall	\$ 398,000	\$ 199,000	\$ 199,000	50%
Access and security controls	\$ 230,000	\$ 40,000	\$ 190,000	17%
Parking enhancements	\$ 816,364	\$ 90,896	\$ 725,468	11%
Total new elements to be added to scope	\$ 1,444,364	\$ 329,896	\$ 1,114,468	23%

0

**FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM
PROJECT COST ESTIMATES**

Page 114

PROJECT NUMBER: DA-09-114

PROJECT TITLE: Crandon Marina Seawall Restoration

APPLICANT: Miami- Dade County

Revision Date: _____

Project Elements	Quantity (Number and/or Footage)	Estimated Cost	Applicants Cost	FIND Cost
Landside Repairs, Main Wall & Wing Wall		+\$ 4172166.00 526,221	+\$ 586083.00 \$ 263,111	+\$ 586083.00 \$ 263,111
Consultant for Construction Management		+\$ 6820.00 9,253	+\$ 3410.00 4,625	+\$ 3410.00 4,625
A & E Consultant for Construction		+\$ 40120.00	+\$ 5000.00	+\$ 5000.00
Lab Test		+\$ 6160.00	+\$ 3080.00	+\$ 3080.00
RECONSTRUCT FAULTED SEAWALL		+\$ 0.00 398,000	+\$ 0.00 199,000	+\$ 0.00 199,000
ACCESS & SECURITY CONTROLS		+\$ 0.00 \$ 230,000	+\$ 0.00 \$ 190,000	+\$ 0.00 \$ 40,000
PARKING ENHANCEMENTS		+\$ 0.00 \$ 816,364	+\$ 0.00 \$ 725,467	+\$ 0.00 \$ 90,897
		+\$ 0.00	+\$ 0.00	+\$ 0.00
		+\$ 0.00	+\$ 0.00	+\$ 0.00
		+\$ 0.00	+\$ 0.00	+\$ 0.00
		+\$ 0.00	+\$ 0.00	+\$ 0.00
		+\$ 0.00	+\$ 0.00	+\$ 0.00
		+\$ 0.00	+\$ 0.00	+\$ 0.00
		+\$ 0.00	+\$ 0.00	+\$ 0.00
		+\$ 0.00	+\$ 0.00	+\$ 0.00

+ 1215

+ 199,000

+ 40,000

+ 70,897

TOTALS

+\$ 1195266.00	+\$ 597633.00	+\$ 597633.00 662
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$\Delta =$
\$ 331,111

May 3, 2012

Mr. Mark Crosley
Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9427

Dear Mr. Crosley:

There will be excess funds (\$328,286) in Grant DA 10-121 when the original scope is completed. We are seeking the Board's written approval to use the excess funds from this grant for new elements in the adjacent new project near the wet slips area of the marina. The actual costs of the original scope were less than we originally estimated, there has not been a reduction in the scope of the original grant project.

We planned to apply for a new grant for improvements to Crandon Marina in 2011, but missed the deadline for the Board resolution, it is that project to which we would like to apply the excess of this grant.

The enclosed worksheet shows the original grant scope with its estimated final costs and the estimate of costs for the added scope around the wet slips area: parking lot restriping, fences, gates, lights and security cameras plus restoration of a small section of seawall that collapsed in March of this year.

A separate letter regarding a similar situation with Grant DA 09-114 is enclosed. The enclosed site map shows the locations of both existing grant projects and both proposed new projects. The location of the existing grant project for Seawall Number 2 (DA 10-121) is highlighted in green. The area of the new elements for DA 10-121 is highlighted in pink. The area of the recent seawall collapse proposed to be restored under DA 10-121 is highlighted in orange.

Miami-Dade County is matching the FIND grant with 73% (\$1,265,791) of the funding for the additional elements from two sources; the County's Building Better Communities Bond Fund and the County's 2009 Series A, Capital Assets Special Obligation Bond Fund.

Page 2
Letter to Mark Crosley
May 4, 2011

We are prepared to present both requests at the FIND Board meeting in Miami on May 18th. I look forward to your questions or comments. Please contact me at 305-755-7878 or jdenny@miamidade.gov.

Sincerely,

Joyce Denny
Grants Administrator

Enclosure: Restatement of budget for original scope and additional elements
Site Map showing location of original and new scopes within Marina

Original Budget and Actual Costs for Crandon Marinas Seawall #2 Grant DA-10-121						
Budget Elements Original Scope Grant Expires 9-1-12 - need extension to 9-1-13	Original Scope Projected Expense - Total Project	Original Grant Scope FIND Projected Cost	Obligated Cost for Original Scope (Estimated costs developed internally)	Miami Dade Portion of Obligated Cost	FIND portion of obligated cost	Total estimated to be available at completion of original scope to be used for additional scope
Steel sheet pile seawall with concrete cap	\$ 1,101,206	\$ 550,603	\$ 539,600	\$ 269,800	\$ 269,800	
Removal of old marginal dock	\$ 26,860	\$ 13,430	\$ 280,050	\$ 140,025	\$ 140,025	
New concrete marginal dk	\$ 190,010	\$ 95,005	\$ 170,700	\$ 85,350	\$ 85,350	
Steel sheet pile seawall and wingwall with concrete cap	\$ 402,880	\$ 201,440	\$ 155,350	\$ 77,675	\$ 77,675	
Tenant canopy and utility upgrades plus fill and compaction	\$ 778,900	\$ 389,450	\$ 811,095	\$ 405,548	\$ 405,548	
New wood moorings and fender piles	\$ 186,008	\$ 93,004	\$ 147,500	\$ 73,750	\$ 73,750	
Minus negotiated credits from contractor				\$ (37,500)	\$ (37,500)	
Totals original scope	\$ 2,685,864	\$ 1,342,933	\$ 2,104,295	\$ 1,014,648	\$ 1,014,648	\$ 328,286

Additions to Scope Crandon Seawall #2 Grant DA-10-121				
Additions to Scope Crandon Seawall #2 Grant DA-10-121	Total Cost of Additional Scope	Additional FIND Costs	Miami Dade Addl costs	FIND % of new scope
Const Adm/Consultant (orig scope)	\$ 46,726	\$ 23,363	\$ 23,363	50%
Geotechnical services (orig scope)	\$ 13,093	\$ 6,547	\$ 6,547	50%
Supplemental survey (orig scope)	\$ 5,154	\$ 2,577	\$ 2,577	50%
Soft digs consultant (Orig scope)	\$ 4,336	\$ 2,168	\$ 2,168	50%
Consultant for Const Materials test (orig Access Controls: New fence and gates	\$ 43,654	\$ 21,827	\$ 21,827	50%
Security cameras and elect service	\$ 127,491	\$ 63,746	\$ 63,746	50%
New lighting: Poles and fixtures	\$ 11,624	\$ 5,812	\$ 5,812	50%
Parking lot enhancements	\$ 46,800	\$ 23,400	\$ 23,400	50%
	\$ 918,675	\$ 178,847	\$ 841,604	19%
Totals Additional Scope	\$ 1,217,553	\$ 328,286	\$ 991,043	27%

**FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM
PROJECT COST ESTIMATES**

Page 118

PROJECT NUMBER: DA-10-121

PROJECT TITLE: Crandon Marina Seawall #2 Replacement

APPLICANT: Miami- Dade County

Revision Date: _____

Project Elements	Quantity (Number and/or Footage)	Estimated Cost	Applicants Cost	FIND Cost
Steel Sheet Pile Seawall With Concrete Cap	430 L.F.	+\$ 4401207.00 \$ 539,600	+\$ 330004.00 \$ 269,800	+\$ 550603.00 \$ 269,800
Removal of Old Wood Marginal Dock		+\$ 26860.00 280,050	+\$ 43430.00 \$ 140,025	+\$ 15430.00 \$ 140,025
New Concrete Marginal Dock	1,690 S.F.	+\$ 400040.00 \$ 170,700	+\$ 95005.00 \$ 86,350	+\$ 93005.00 \$ 85,350
Steel Sheet Pile Seawall & Wingwall With Concrete Cap	135 L.F.	+\$ 402880.00 \$ 155,350	+\$ 201440.00 \$ 77,675	+\$ 201440.00 \$ 77,675
Tenant Canopy Structure & Utility Upgrades Plus Fill	3,710 S.F. of concrete/metal structure	+\$ 778900.00 \$ 811,015	+\$ 389450.00 \$ 405,548	+\$ 989450.00 \$ 405,548
New Wood Moorings and Fender Piles	22 Moorings w/ 28 Fender Pilings	+\$ 186008.00 \$ 147,500	+\$ 93004.00 \$ 73,750	+\$ 93004.00 \$ 73,750
CONSTRUCTION ADMIN		\$ 46,726	\$ 23,363	\$ 23,363
GEO-TECH SERVICES		\$ 13,093	\$ 6,547	\$ 6,547
SUPPLEMENTAL SURVEY		\$ 5,154	\$ 2,577	\$ 2,577
SOFT DIGS CONSULTANT		\$ 4,336	\$ 2,168	2,168
CONSULTANT FOR CONST. MATERIALS TESTS		\$ 23,654	\$ 21,827	\$ 21,827
ACCESS CONTROLS		\$ 127,491	\$ 63,746	\$ 63,746
SECURITY CAMERAS & ELECT. SERVICE		\$ 11,624	\$ 5,812	\$ 5,812
NEW LIGHTING POLES & FIXTURES		\$ 46,800	\$ 23,400	\$ 23,400
PARKING LOT ENHANCEMENTS		\$ 918,675	\$ 841,607	\$ 178,844
CONTRACTOR CREDITS			(37,500)	(37,500)

+ 126,595

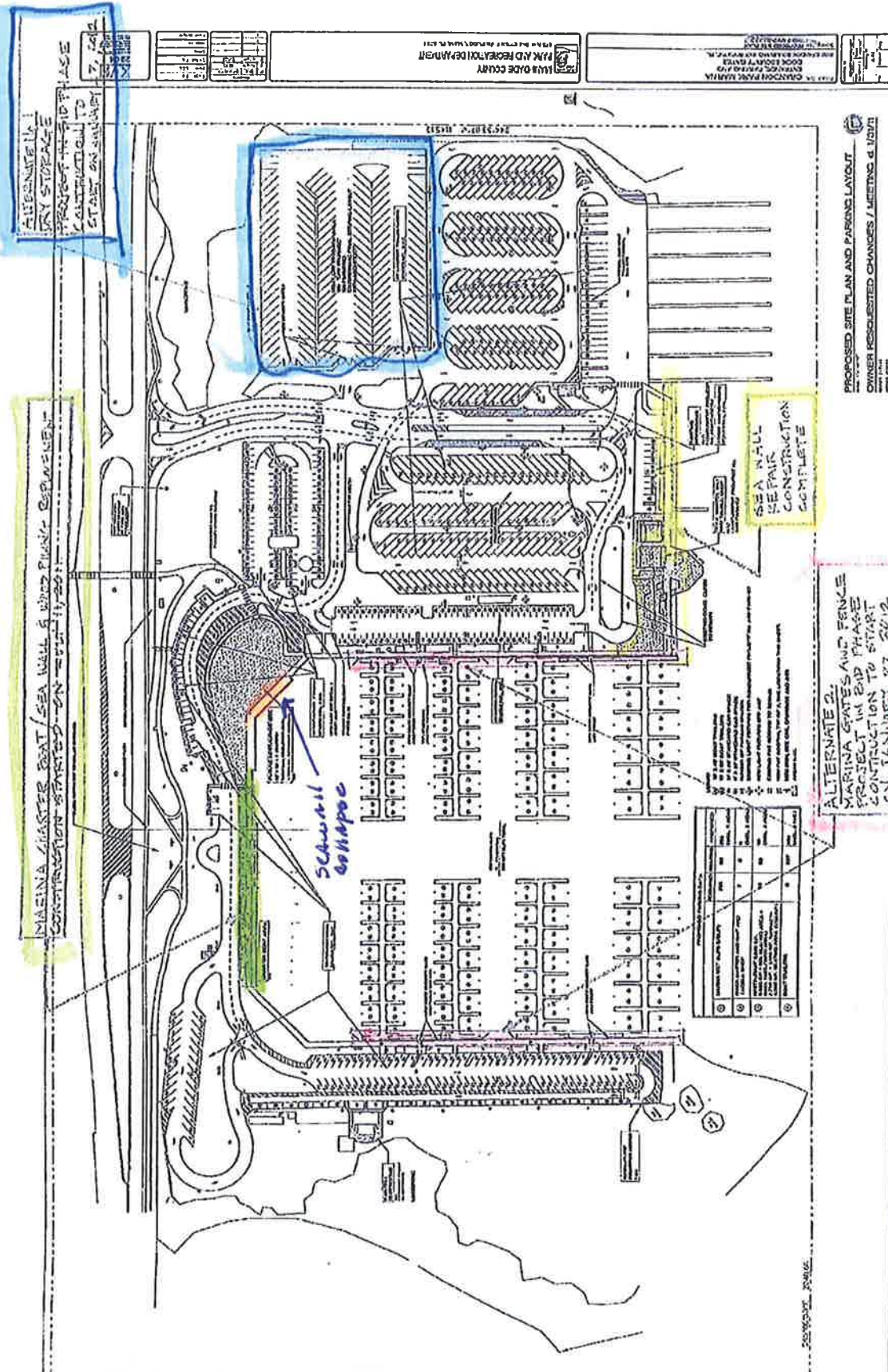
+ 16,098

1,380,435

TOTALS

+\$ 2685865.00	+\$ 1342933.00	+\$ 1342932.00 1,358,607
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(63)





SEA Diversified, Inc.
310 North Swinton Avenue
Delray Beach, Florida 33444
Phone: 561-243-4920
Facsimile: 561-243-4957

1900 South Harbor City Blvd, Suite 110
Melbourne, Florida 32901
Phone: 321-984-7268
Facsimile: 321-984-7270

May 2, 2012

Mr. David K. Roach
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477

Forwarded via Facsimile 5/2/12
(copy via electronic mail)

**Re: Proposal for Professional Services
Hydrographic Survey of the Intracoastal Waterway
Vicinity of Ponce de Leon Inlet, Volusia County, Florida
Sea Diversified P.N. 12-1942**

Dear Mr. Roach:

In accordance with your request, Sea Diversified, Inc. (SDI) is pleased to submit the following proposal for professional services. The scope of work shall include a Class I Hydrographic Survey of the Intracoastal Waterway (ICWW) in the vicinity of Ponce de Leon Inlet in Volusia County, Florida. Specifically, this shall include a survey of Cut V-22 Station 64+00 through Cut V-28 Station 19+17.5, inclusive of wideners. The total length of survey is approximately 23,000 feet. A detailed description of the scope of work is as follows:

General:

Sea Diversified, Inc. shall provide supervision, field / office support staff and equipment to perform the scope of work described, herewith. All work shall be conducted to the highest level of industry standards and under the responsible charge of a Professional Surveyor and Mapper registered in the State of Florida. All work shall meet or exceed the Minimal Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Additionally, the survey shall meet the requirements of a U.S. Army Corps of Engineers' Class I Hydrographic Survey pursuant to EM 1110-2-1003, dated January 1, 2002.

Horizontal and Vertical Data:

Horizontal Data: Feet, relative to the Florida State Plane Coordinate System, East Zone,
North American Datum (NAD), 83/90
Vertical Datum: Feet, relative to NOAA's reported Mean Lower Low Water (MLLW), 1983-2001
Epoch.

Bathymetric Data Acquisition:

The bathymetric survey shall be conducted using an automated hydrographic system comprised of a survey launch equipped with a marine grade sounder, Differential Global Positioning System (DGPS) and computer-based navigation / data collection system. Bathymetric data shall be collected along transects spaced at intervals of one hundred (100) feet oriented perpendicular to the centerline of each Cut, inclusive of wideners. Data collection shall extend 250 feet beyond the limits of the channel and widener boundaries or to the navigational limits of the survey launch, whichever point occurs first. During the course of the survey all aids to navigation will be located for accurate depiction on final charts, specifically noting type, number and X.Y coordinates.



**Proposal / Agreement for Professional Services
Hydrographic Survey of the Intracoastal Waterway
Vicinity of Ponce de Leon Inlet, Volusia County, Florida
Sea Diversified P.N. 12-1942
May 2, 2012
Page 2 of 2**

Prior to the start of the survey a tide staff will be established in the vicinity of the project for monitoring water levels during the course of data collection. The tide staff will be established relative to published control in proximity to the project.

Data Processing and Final Deliverables:

Upon completion of field survey activities, data will be edited and reduced to the project datum and formatted as required for bathymetric modeling and chart preparation. Final data, reduced to an x,y,z, ASCII format will be imported to a CADD environment and subsequently translated to Digital Terrain Model (DTM) for preparing contour charts, cross section plots, volume reports or other deliverables associated with the project. Final charts shall depict a tabulation of navigation aids, tabulation of horizontal / vertical control and survey notes pertinent to the survey. Additionally, charts will depict the location of tide staff(s) and control used for the survey. Final charts shall be certified to the Florida Inland Navigation District.

Final deliverables shall include the following:

- Certified contour maps provided in hardcopy format (minimum three copies, paper media)
- Certified cross section plots provided in hardcopy format (minimum three copies, paper media)
- Electronic CADD files – MicroStation (.dgn), AutoCAD (.dwg), Adobe (.pdf) or other version, as requested.
- Electronic data files – ASCII, (.xyz)

Cost:

Total lump sum fee in accordance with SDI's approved Rate Schedule shall be \$24,280.00.

Should you have questions or require additional information please do not hesitate to contact us at your convenience. We appreciate this opportunity to assist you with this project and look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "W. T. Sadler, Jr.", written over a horizontal line.

William T. Sadler, Jr., P.E., P.S.M.
President

WTS/dq



Sea Diversified, Inc.
Staff Hour Estimate / Cost Breakdown
FIND Approved Rate Schedule
2011 - 2012

Hydrographic Survey of the Intracoastal Waterway
Vicinity of Ponce de Leon Inlet, Volusia County, Florida
Sea Diversified P.N. 12-1942

Description	Reg Hours	Reg Rate	OT Hours	OT Rate	Unit	Total
Personnel / Crew						
2-Person Topographic Survey Crew	0	\$115.00		\$172.50	CH	\$0.00
3-Person Topographic Survey Crew	0	\$115.00		\$172.50	CH	\$0.00
2-Person GPS Survey Crew	10	\$160.00		\$240.00	CH	\$1,600.00
3-Person GPS Survey Crew	0	\$215.00		\$322.50	CH	\$0.00
4-Person GPS Survey Crew	0	\$270.00		\$405.00	CH	\$0.00
2-Person Hydrographic Survey Crew	0	\$205.00		\$307.50	CH	\$0.00
3-Person Hydrographic Survey Crew	56	\$250.00		\$375.00	CH	\$14,000.00
3-Person Hydro/Dive Crew	0	\$310.00		\$465.00	CH	\$0.00
Computer / CADD Operator	48	\$80.00		\$120.00	PH	\$3,840.00
Engineering Technician	16	\$90.00		\$135.00	PH	\$1,440.00
Professional Engineer	0	\$130.00		\$195.00	PH	\$0.00
Professional Surveyor and Mapper	8	\$125.00		\$187.50	PH	\$1,000.00
Project Manager	4	\$150.00		\$225.00	PH	\$600.00
Principal	0	\$165.00		\$247.50		\$0.00
Administrative Assistant	0	\$60.00		\$90.00	PH	\$0.00
Expenses						
Per Diem (Field Crew)	18	\$100.00		\$150.00	PP/PD	\$1,800.00
Per Diem (Project Manager)	0	\$150.00		\$225.00	PD	\$0.00
Total Cost:						\$24,280.00

Notes:

1. Hydrographic crew rates include (1) party chief, (1) instrument person / vessel operator, survey helper(s), 23' survey launch w/ fuel, automated hydrographic data acquisition system and vehicle.
2. GPS crew rates include (1) party chief, (1) instrument person, survey helper(s), High Order GPS equipment (Trimble or equivalent) and vehicle.
3. All labor rates include labor multiplier (overhead and fringe) and operating margin.
4. Overtime (over 40 hours per week) shall be 1.5 times regular hourly rate.

FLORIDA INLAND NAVIGATION DISTRICT

**WORK ORDER REQUEST No. 1
FOR
SURVEYING SERVICES**

**Hydrographic Survey of the Intracoastal Waterway Channel
in the Vicinity of Ponce de Leon Inlet, Volusia County, Florida**

In accordance with our executed agreement for surveying services, the District is requesting that you provide a cost summary and detailed scope of work for the referenced surveying project as described below. The cost summary shall be based upon the approved schedule of rates and shall be provided within ten (10) business days after your receipt of this Work Order request. The scope of work will include a survey project schedule.

The District is seeking a Class 1 hydrographic survey of the Intracoastal Waterway Channel in the Vicinity of Ponce De Leon Inlet in Volusia County, Florida. The channel areas to be surveyed are as follows and are shown graphically on the attached map:

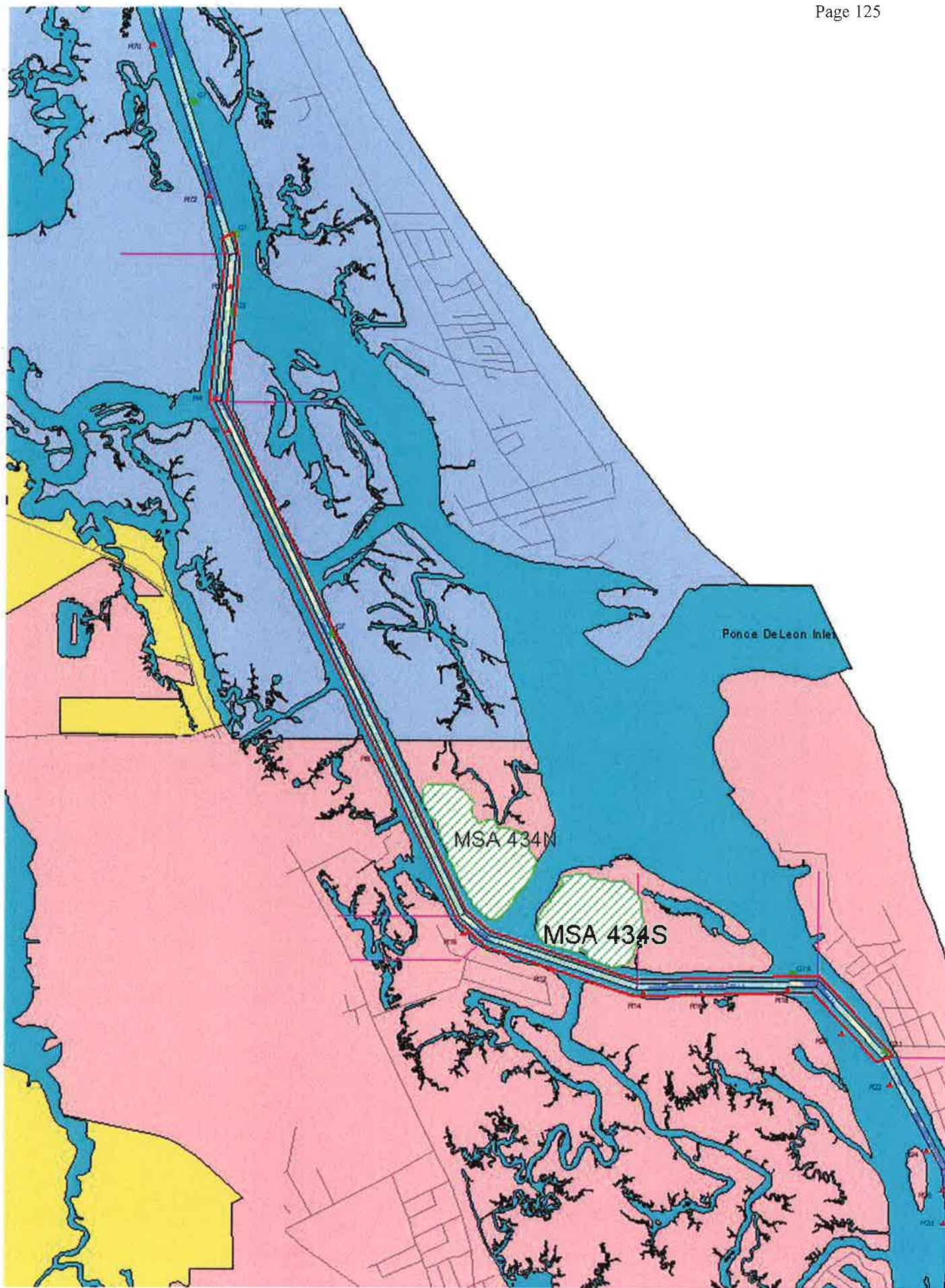
1. Intracoastal Waterway – Cut V-22 Sta 64+0 through Cut V-28 Sta 19+17.5 inclusive of wideners

The services required for the Project shall include, but not be limited to, the following:

1. The Contractor will perform a Class 1 hydrographic survey meeting the U.S. Army Corps of Engineers survey specifications of EM 1110-2-1003, dated January 1, 2002.
2. Survey profiles will be collected at 100 foot intervals along the channel centerline and extending a minimum of 250 feet outside of the channel or widener boundary.
3. Soundings will be provided in feet and tenths and refer to NOAA's reported mean lower low water (MLLW) of the 1983-2001 Tidal Epoch.
4. The survey will be provided in NAD83 (2007).
5. All aids to navigation will be located, surveyed and accurately depicted on the survey along with their type, number, and xy coordinates.

6. Tide staff and bench marks will be shown on the survey.
7. The Contractor will provide 3 signed and sealed surveys as well as a digital copy of the survey in pdf format and the survey data in AutoCAD.
8. The survey will be certified to the Florida Inland Navigation District.

The District will review the submitted cost summary proposal in accordance with our Agreement and respond to the Contractor within 15 days. The cost summary submitted by Contractor shall be valid for a forty-five (45) day period from when it was received by the District and Contractor agrees to enter into the Work Order if his cost summary is approved by the District. The District may respond to the Contractor's cost summary with a request to negotiate the cost.



Florida Inland Navigation District
Work Order #2
Hydrographic Survey of the ICWW and Okeechobee Waterways, Martin County, FL
May 3, 2012

Chief Surveyor	Project Surveyor, PLS	Survey Technician	Computer Drafting	Three Man Survey Crew	Two Man Survey Crew	RTK/GPS Land System	RTK/GPS Marine System	26' Parker Survey Boat	Digital Echosounder Single Frequency	Digital Echosounder Dual Frequency	Heave, Pitch & Roll Compensator	16' Survey Skiff	Polaris Ranger ATV	TOTALS
No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	
135	85	65	65	135	105	450	350	450	85	125	200	175	75	
\$ 270.00	\$ 340.00	\$ -	\$ -	\$ 1,350.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,410.00
2	30	30	-	-	30	-	1	3	3	3	600.00	-	-	11,175.00
\$ 270.00	\$ 2,550.00	\$ 1,950.00	\$ -	\$ -	\$ 3,150.00	\$ -	\$ 1,050.00	\$ 1,350.00	\$ 255.00	\$ -	\$ -	\$ -	\$ -	\$ -
-	16	-	-	-	-	-	-	-	-	-	-	-	-	1,360.00
4	4	-	24	-	-	-	-	-	-	-	-	-	-	2,440.00
\$ 540.00	\$ 340.00	\$ -	\$ 1,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,080.00	\$ 4,590.00	\$ 1,950.00	\$ 1,560.00	\$ 1,350.00	\$ 3,150.00	\$ 450.00	\$ 1,050.00	\$ 1,350.00	\$ 255.00	\$ -	\$ 600.00	\$ -	\$ -	\$ 17,385.00

1. Survey Control NAD 83/MLLW

2. Bathymetric Survey of 170 cross-sections

3. Data Reduction

4. Drafting of Plan and cross-section views

TOTALS

FLORIDA INLAND NAVIGATION DISTRICT

**WORK ORDER REQUEST No. 2
FOR
SURVEYING SERVICES**

**Hydrographic Survey of the Intracoastal and Okeechobee Waterway Channels
at the Crossroads, Martin County, Florida**

In accordance with our executed agreement for surveying services, the District is requesting that you provide a cost summary and detailed scope of work for the referenced surveying project as described below. The cost summary shall be based upon the approved schedule of rates and shall be provided within ten (10) business days after your receipt of this Work Order request. The scope of work will include a survey project schedule.

The District is seeking a Class 1 hydrographic survey of the Intracoastal and Okeechobee Waterway Channels at the Crossroads in Martin County, Florida. The channel areas to be surveyed are as follows and are shown graphically on the attached map:

1. Intracoastal Waterway – Cut M-4 Sta 0+00 through Cut M-6 Sta 19+91.6 inclusive of wideners
2. Okeechobee Waterway – Cut-1 Sta 0+00 through Cut-2 Sta 17+03.3 inclusive of wideners

The services required for the Project shall include, but not be limited to, the following:

1. The Contractor will perform a Class 1 hydrographic survey meeting the U.S. Army Corps of Engineers survey specifications of EM 1110-2-1003, dated January 1, 2002.
2. Survey profiles will be collected at 100 foot intervals along the channel centerline and extending a minimum of 250 feet outside of the channel or widener boundary.
3. Soundings will be provided in feet and tenths and refer to NOAA's reported mean lower low water (MLLW) of the 1983-2001 Tidal Epoch.
4. The survey will be provided in NAD83 (2007).

5. All aids to navigation will be located, surveyed and accurately depicted on the survey along with their type, number, and xy coordinates.
6. Tide staff and bench marks will be shown on the survey.
7. The Contractor will provide 3 signed and sealed surveys as well as a digital copy of the survey in pdf format and the survey data in AutoCAD.
8. The survey will be certified to the Florida Inland Navigation District.

The District will review the submitted cost summary proposal in accordance with our Agreement and respond to the Contractor within 15 days. The cost summary submitted by Contractor shall be valid for a forty-five (45) day period from when it was received by the District and Contractor agrees to enter into the Work Order if his cost summary is approved by the District. The District may respond to the Contractor's cost summary with a request to negotiate the cost.



Florida Inland Navigation District
Work Order #3
Hydrographic Survey of the ICWW
Juno Beach
May 3, 2012

Chief Surveyor		Project Surveyor, PLS	Survey Technician	Computer Drafting	Three Man Survey Crew	Two Man Survey Crew	RTK/GPS Land System	RTK/GPS Marine System	25' Parker Survey Boat	Digital Echosounder Single Frequency	Digital Echosounder Dual Frequency	Heave, Pitch & Roll Compensator	16' Survey Skiff	Polaris Ranger ATV	TOTALS
No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	No. of hrs.	
135	85	85	65	65	135	105	450	350	450	85	125	200	175	75	
\$ 67.50	\$ 170.00	\$ 170.00	\$ -	\$ -	\$ 540.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,002.50
1	8	8	-	-	-	8	0.5	0.5	0.5	0.5	-	-	0.5	-	1,950.00
\$ 135.00	\$ 680.00	\$ 680.00	\$ -	\$ -	\$ -	\$ 840.00	\$ -	\$ 175.00	\$ -	\$ 42.50	\$ -	\$ -	\$ 87.50	\$ -	\$ 1,950.00
1	4	4	-	8	-	-	-	-	-	-	-	-	-	-	995.00
\$ 135.00	\$ 340.00	\$ 340.00	\$ -	\$ 520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 995.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 337.50	\$ 1,190.00	\$ 1,190.00	\$ -	\$ 520.00	\$ 540.00	\$ 840.00	\$ 225.00	\$ 175.00	\$ -	\$ 42.50	\$ -	\$ -	\$ 87.50	\$ -	\$ 3,957.50

1. Survey Control

2. Bathymetric Survey

3. Data Reduction & Drafting

TOTALS

FLORIDA INLAND NAVIGATION DISTRICT

**WORK ORDER REQUEST No. 3
FOR
SURVEYING SERVICES**

**Hydrographic Survey of the Intracoastal Waterway Channel
In Juno Beach, Palm Beach County, Florida**

In accordance with our executed agreement for surveying services, the District is requesting that you provide a cost summary and detailed scope of work for the referenced surveying project as described below. The cost summary shall be based upon the approved schedule of rates and shall be provided within ten (10) business days after your receipt of this Work Order request. The scope of work will include a survey project schedule.

The District is seeking a Class 1 hydrographic survey of the Intracoastal Waterway Channel in Juno Beach, Palm Beach County, Florida. The channel area to be surveyed are as follows and are shown graphically on the attached map:

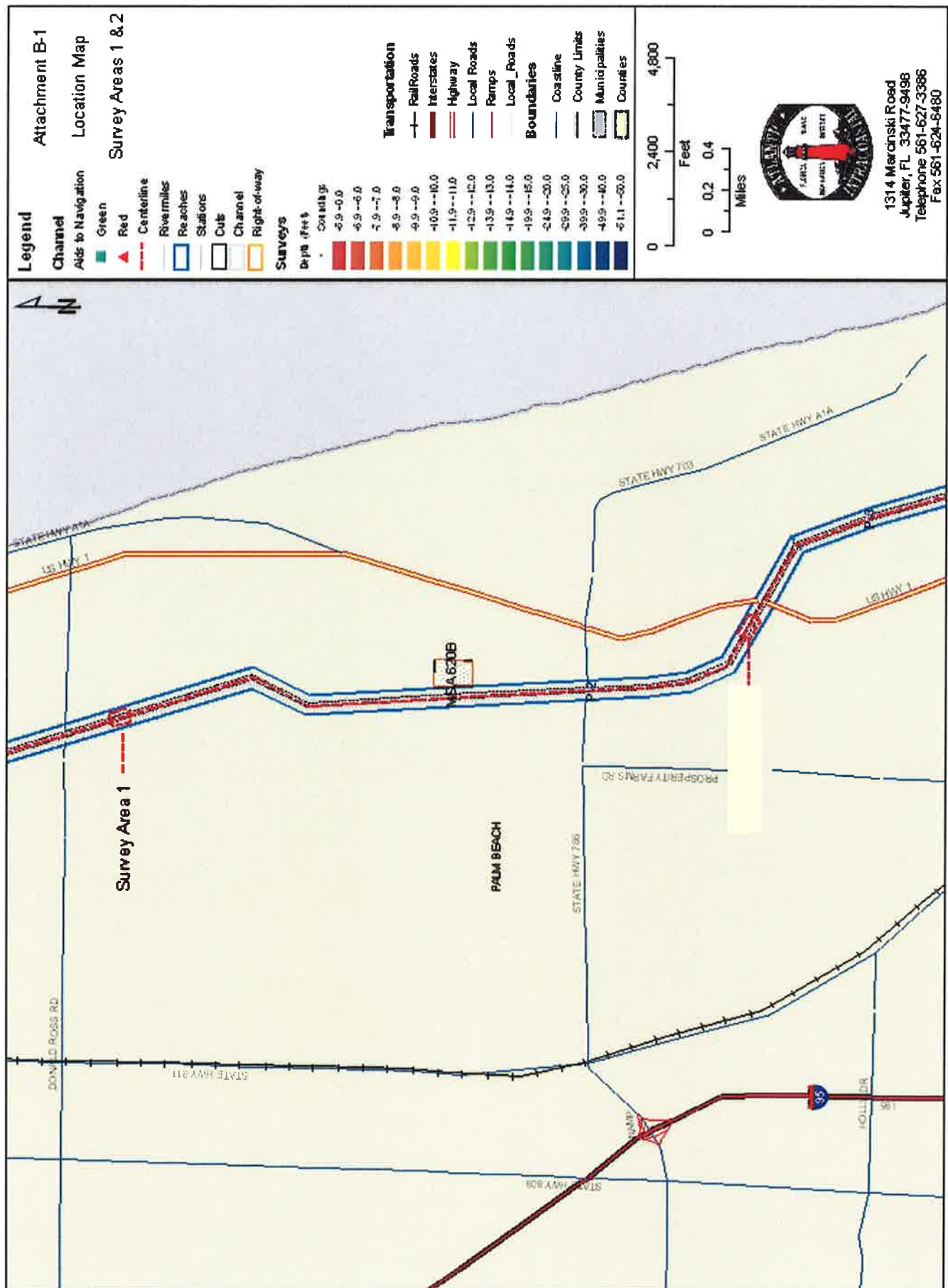
1. Intracoastal Waterway – Cut 25 Sta 35+00 through Sta 40+00

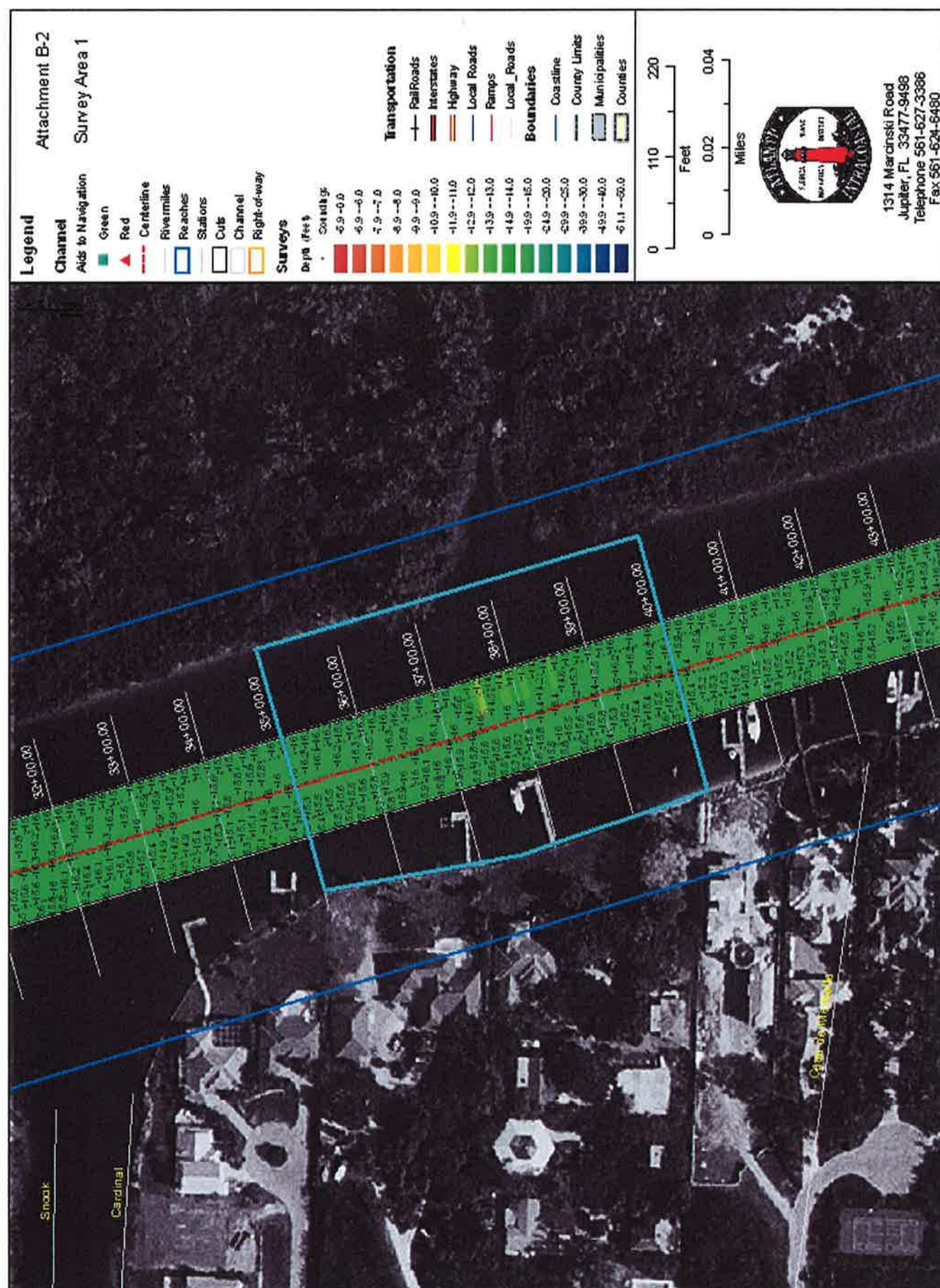
The services required for the Project shall include, but not be limited to, the following:

1. The Contractor will perform a Class 1 hydrographic survey meeting the U.S. Army Corps of Engineers survey specifications of EM 1110-2-1003, dated January 1, 2002.
2. Survey profiles will be collected at 50 foot intervals along the channel centerline and extending a minimum of 100 feet outside of the channel or to the shoreline.
3. Soundings will be provided in feet and tenths and refer to NOAA's reported mean lower low water (MLLW) of the 1983-2001 Tidal Epoch.
4. The survey will be provided in NAD83 (2007).
5. All aids to navigation will be located, surveyed and accurately depicted on the survey along with their type, number, and xy coordinates.
6. Tide staff and bench marks will be shown on the survey.

7. The Contractor will provide 3 signed and sealed surveys as well as a digital copy of the survey in pdf format and the survey data in AutoCAD.
8. The survey will be certified to the Florida Inland Navigation District.

The District will review the submitted cost summary proposal in accordance with our Agreement and respond to the Contractor within 15 days. The cost summary submitted by Contractor shall be valid for a forty-five (45) day period from when it was received by the District and Contractor agrees to enter into the Work Order if his cost summary is approved by the District. The District may respond to the Contractor's cost summary with a request to negotiate the cost.





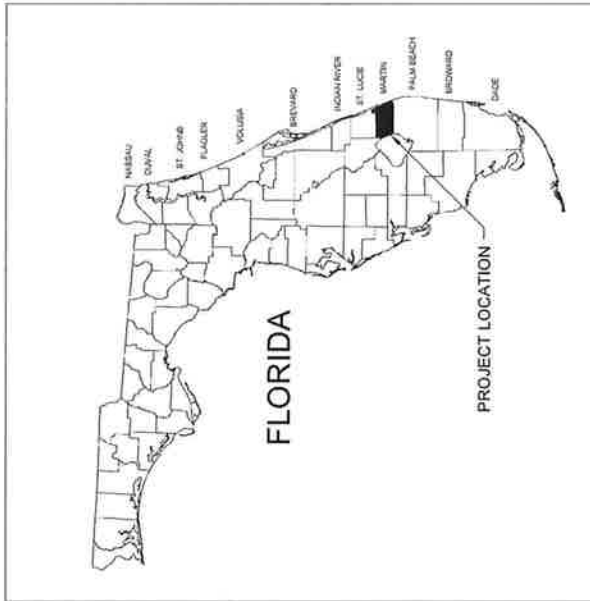
OKEECHOBEE WATERWAY MAINTENANCE DREDGING PROJECT

ENGINEERS ESTIMATE AND BID SCHEDULE

BID ITEMS	ENGINEERS ESTIMATE	Coston		Ferreira		Mancils Tractor		Lucas		Orion Marine		PAC
		Marine		Construction		Service		Marine		Construction		Comm.
Insurance	\$1,889.00	\$7,500.00		\$1,248.54		\$14,000.00		25,000.00		20,064.00		*
Mobilization/Demob	\$150,000.00	\$35,000.00		\$60,403.42		\$150,000.00		356,500.00		365,358.13		*
Env. Protection and Erosion Control	\$17,850.00	\$5,000.00		\$33,396.04		\$26,000.00		50,000.00		76,549.84		*
Mechanical Dredging and Material Transfer	\$220,400.00	\$201,780.00		\$351,728.00		\$494,000.00		342,000.00		380,684.00		*
Material Disposal	\$49,400.00	\$31,844.00		\$32,224.00		\$182,400.00		106,400.00		124,032.00		*
TOTALS	\$439,539.00	\$281,124.00		\$479,000.00		\$866,400.00		\$879,900.00		\$966,687.97		*

* Bid was non-responsive as it was not submitted correctly

OKEECHOBEE WATERWAY MAINTENANCE DREDGING MARTIN COUNTY, FLORIDA



LOCATION MAP
N.T.S.



DRAWING INDEX

- | | |
|-----|---|
| C-1 | TITLE SHEET |
| C-2 | PROJECT OVERVIEW AND GENERAL NOTES |
| C-3 | DREDGING PLAN |
| C-4 | ROUTE 1 DREDGING CROSS-SECTIONS |
| C-5 | ROUTE 2 DREDGING CROSS-SECTIONS |
| C-6 | ALTERNATIVE TEMPORARY OFFLOADING SITE 1 |
| C-7 | ALTERNATIVE TEMPORARY OFFLOADING SITE 2 |
| C-8 | TYPICAL EROSION CONTROL DETAILS |



VICINITY MAP
1"= 15,000' (22x34)
1"= 30,000' (11x17)

REFERENCE
OKEECHOBEE WATERWAY
MAINTENANCE MAP
WEST PALM BEACH, FLORIDA



TAYLOR ENGINEERING INC.
1511 DEERHOCK PARK BLVD.
SUITE 200
JACKSONVILLE, FLORIDA 32218
(904) 771-7290
1835 PALM BEACH LANE, SUITE 110
WEST PALM BEACH, FLORIDA 33411
(561) 640-7110
AFFILIATE OF ALUMINUM INDUSTRIES

PROJECT TITLE
**OKEECHOBEE WATERWAY
MAINTENANCE DREDGING**
MARTIN COUNTY, FLORIDA

PROJECT NO.
DATE

[illegible]

ROUTE 1 CHANNEL CENTERLINE TABLE				
CUT	START STATION	END STATION	START POINT	END POINT
CUT R/L 1	8+00	2+12	777134.5 (25255)	777134.5 (26216)
CUT R/L 2	20+73	25+00	777004.98 (2716)	777150.98 (2714)

ROUTE 2 CHANNEL CENTERLINE TABLE				
CUT	START STATION	END STATION	START POINT	END POINT
CUT R/L 1	0+00	14+45	777123.7 (26221)	777130.95 (164)
CUT R/L 2	18+45	25+00	777015.95 (26186)	777045.95 (1312)
CUT R/L 3	25+00	31+03	776942.56 (26132)	777030.96 (750)

EXIST TO HIGHWAY 20				
WABER	EASTING	NORTHING	EASTING	NORTHING
ROUTE 1-Q1	773217.07	80238.00		
ROUTE 1-Q2	773259.05	16247.65		
ROUTE 1-Q3	777710.05	161241.00		
ROUTE 1-Q4	777146.00	181189.00		
ROUTE 2-Q1	774706.00	42254.00		
ROUTE 2-Q1A	774691.00	40262.00		
ROUTE 2-Q2	775029.00	161163.00		
ROUTE 2-Q3	777541.00	162881.00		

ROUTE 3 CHANNEL CENTERLINE TABLE				
CUT	START STATION	END STATION	START POINT	END POINT
CUT R/L 1	0+00	14+45	777123.7 (26221)	777130.95 (164)
CUT R/L 2	18+45	25+00	777015.95 (26186)	777045.95 (1312)
CUT R/L 3	25+00	31+03	776942.56 (26132)	777030.96 (750)

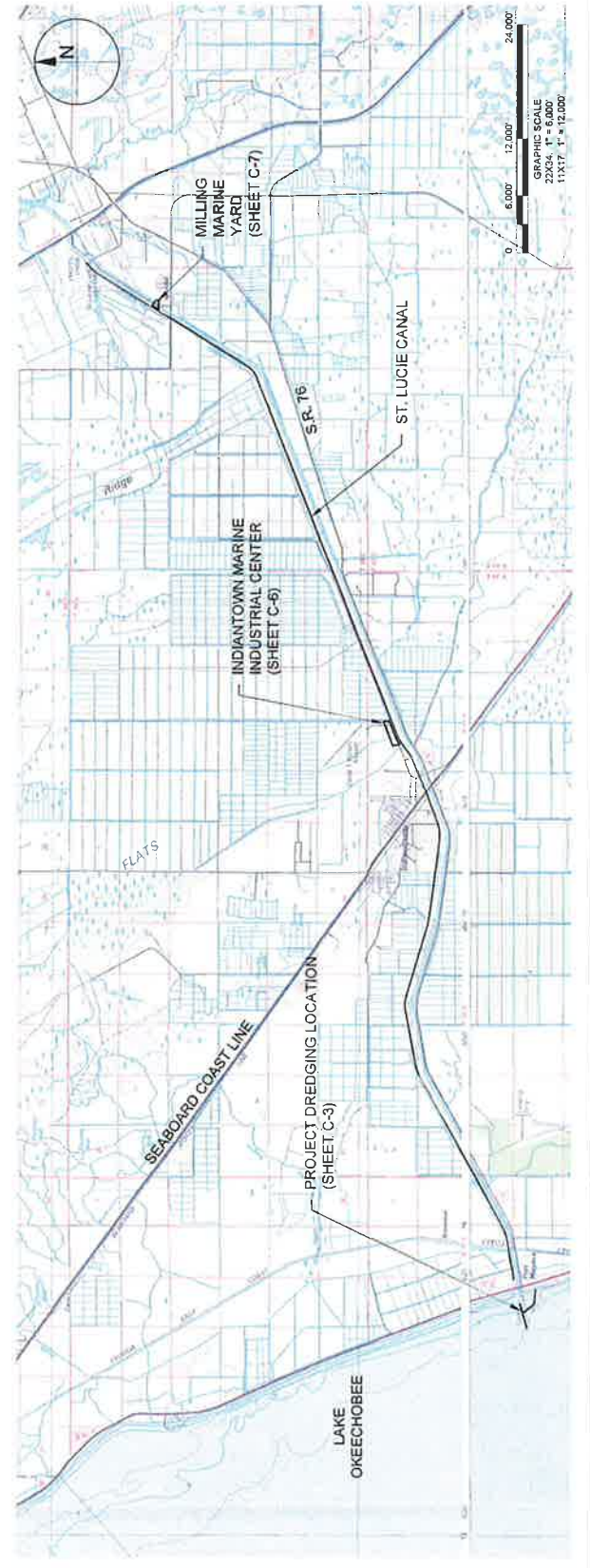
EXIST TO HIGHWAY 20				
WABER	EASTING	NORTHING	EASTING	NORTHING
ROUTE 1-Q1	773217.07	80238.00		
ROUTE 1-Q2	773259.05	16247.65		
ROUTE 1-Q3	777710.05	161241.00		
ROUTE 1-Q4	777146.00	181189.00		
ROUTE 2-Q1	774706.00	42254.00		
ROUTE 2-Q1A	774691.00	40262.00		
ROUTE 2-Q2	775029.00	161163.00		
ROUTE 2-Q3	777541.00	162881.00		

EXIST TO HIGHWAY 20				
WABER	EASTING	NORTHING	EASTING	NORTHING
ROUTE 1-Q1	773217.07	80238.00		
ROUTE 1-Q2	773259.05	16247.65		
ROUTE 1-Q3	777710.05	161241.00		
ROUTE 1-Q4	777146.00	181189.00		
ROUTE 2-Q1	774706.00	42254.00		
ROUTE 2-Q1A	774691.00	40262.00		
ROUTE 2-Q2	775029.00	161163.00		
ROUTE 2-Q3	777541.00	162881.00		

EXIST TO HIGHWAY 20				
WABER	EASTING	NORTHING	EASTING	NORTHING
ROUTE 1-Q1	773217.07	80238.00		
ROUTE 1-Q2	773259.05	16247.65		
ROUTE 1-Q3	777710.05	161241.00		
ROUTE 1-Q4	777146.00	181189.00		
ROUTE 2-Q1	774706.00	42254.00		
ROUTE 2-Q1A	774691.00	40262.00		
ROUTE 2-Q2	775029.00	161163.00		
ROUTE 2-Q3	777541.00	162881.00		

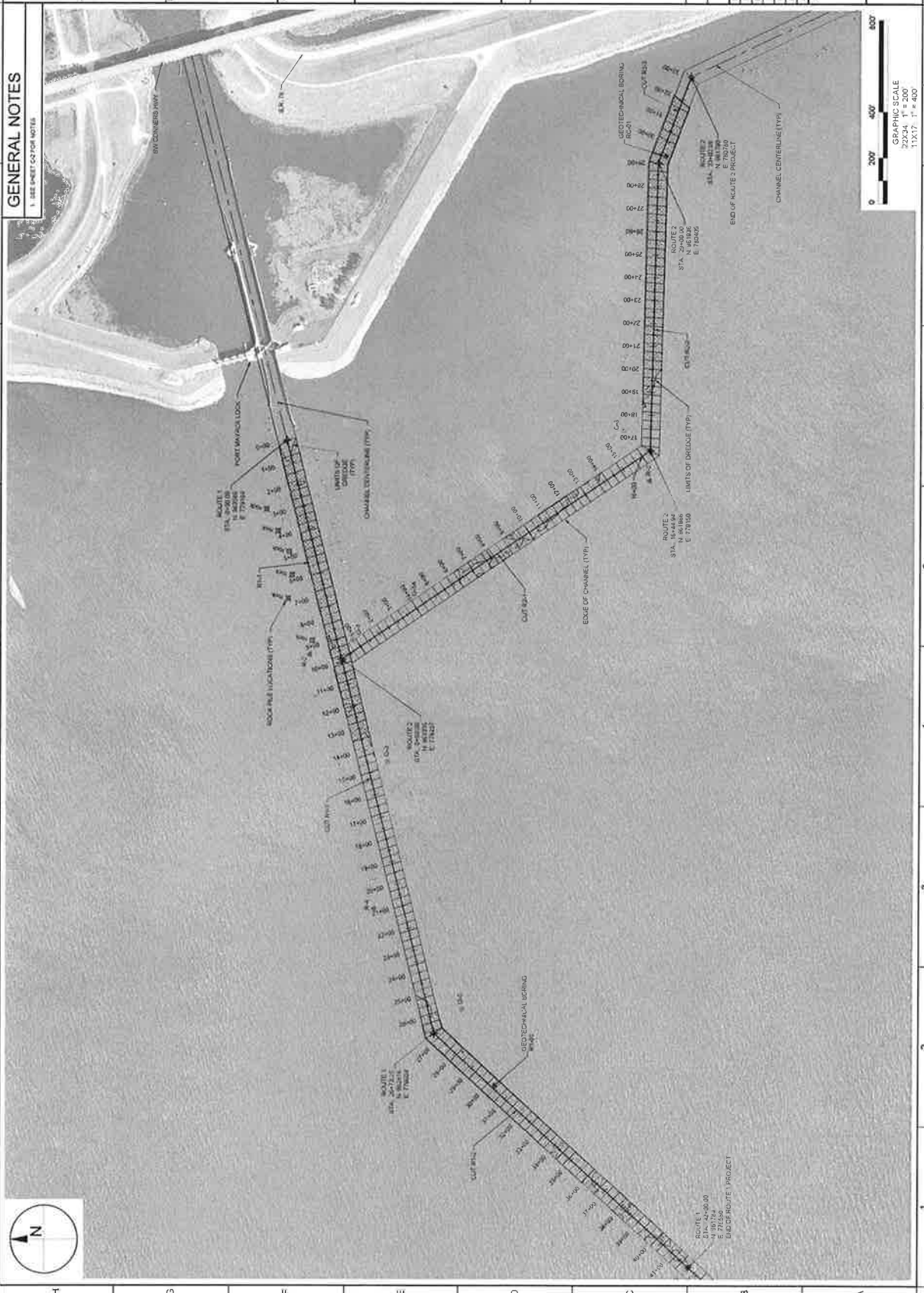
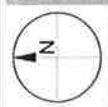
EXIST TO HIGHWAY 20				
WABER	EASTING	NORTHING	EASTING	NORTHING
ROUTE 1-Q1	773217.07	80238.00		
ROUTE 1-Q2	773259.05	16247.65		
ROUTE 1-Q3	777710.05	161241.00		
ROUTE 1-Q4	777146.00	181189.00		
ROUTE 2-Q1	774706.00	42254.00		
ROUTE 2-Q1A	774691.00	40262.00		
ROUTE 2-Q2	775029.00	161163.00		
ROUTE 2-Q3	777541.00	162881.00		

EXIST TO HIGHWAY 20				
WABER	EASTING	NORTHING	EASTING	NORTHING
ROUTE 1-Q1	773217.07	80238.00		
ROUTE 1-Q2	773259.05	16247.65		
ROUTE 1-Q3	777710.05	161241.00		
ROUTE 1-Q4	777146.00	181189.00		
ROUTE 2-Q1	774706.00	42254.00		

[illegible]

GENERAL NOTES

1. SEE SHEET C-2 FOR NOTES



TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD
SUITE 300, FORT LAUDERDALE, FL 33309
(954) 331-1100
1072 PALM BEACH LAKES, SUITE 200
WEST PALM BEACH, FL 33411
(561) 460-3100
CIVIL ENGINEERING & SURVEYING

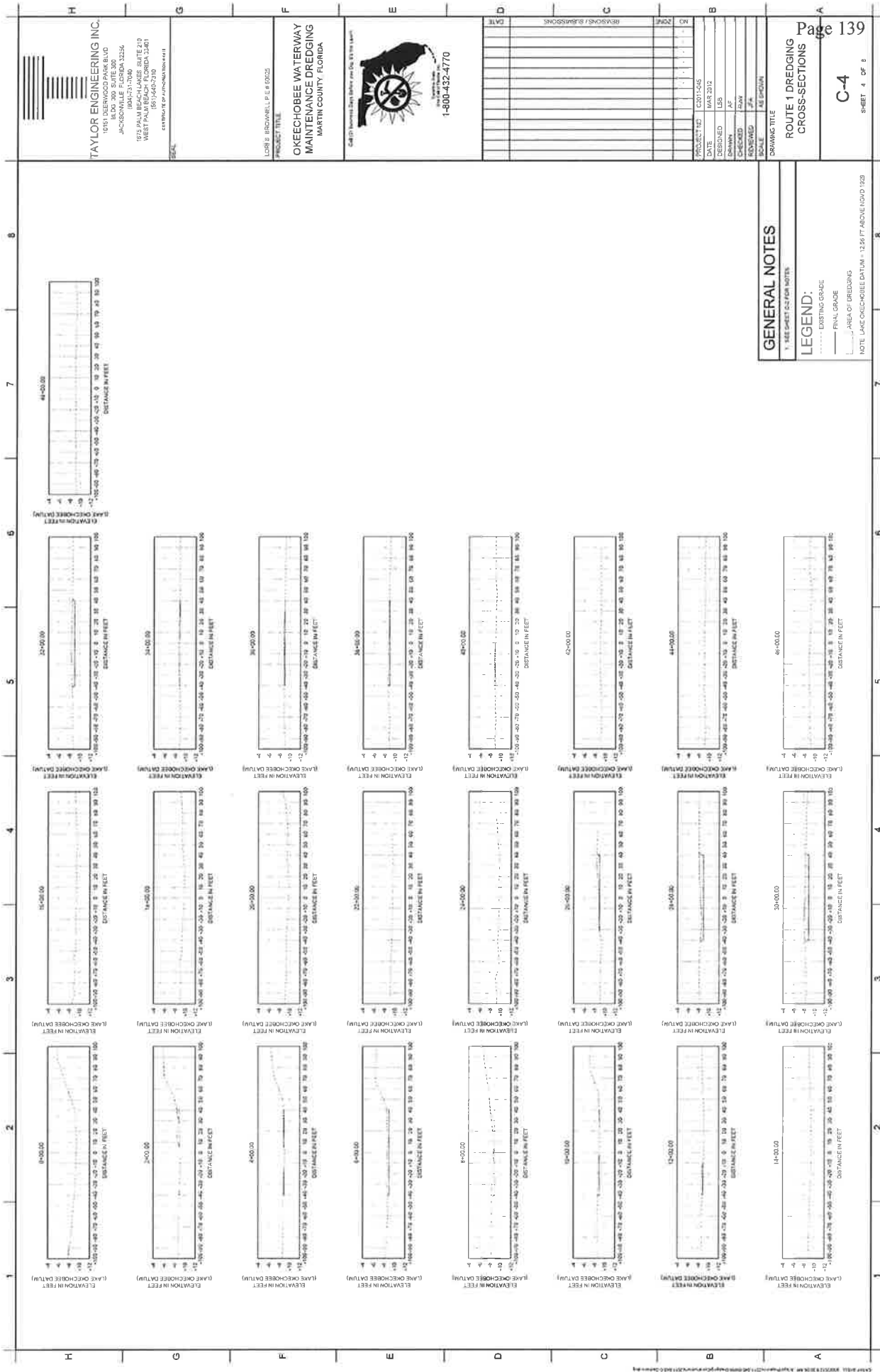
PROJECT TITLE
OKEECHOBEE WATERWAY
MAINTENANCE DREDGING
MARTIN COUNTY, FLORIDA

CLIENT
LORI E. BROWNELL, P.E. & ASSOCIATES
1-800-432-4770

PROJECT NO. C-2011-145
DATE MAR 2012
DESIGNED LEB
CHECKED JAF
FORWARDED JAF
SCALE AS SHOWN


DRAWING TITLE
DREDGING PLAN

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C-3



TAYLOR ENGINEERING INC.
10151 CHERWOOD PARK BLVD
SUITE 300
JACKSONVILLE, FL 32218
(904) 731-7040
1075 PALM BEACH LAKES SUITE 210
WEST PALM BEACH, FL 33411
(561) 540-2310
CERTE OF AUTHORIZATION #115

LOUIS B. BROWNELL, P.E. #6825
PROJECT TITLE
**OKEECHOBEE WATERWAY
MAINTENANCE DREDGING
MARTIN COUNTY FLORIDA**



1-800-432-4770

NO. ZONE

PROJECT NO. C2011426

DATE MAY 2012

DRAWN LF

CHECKED RAY

SCALE 1"=50'-0"

REVISIONS / DESCRIPTIONS

DATE

GENERAL NOTES

1. SEE SHEET C-2 FOR NOTES

LEGEND:

----- EXISTING GRADE

———— FINAL GRADE

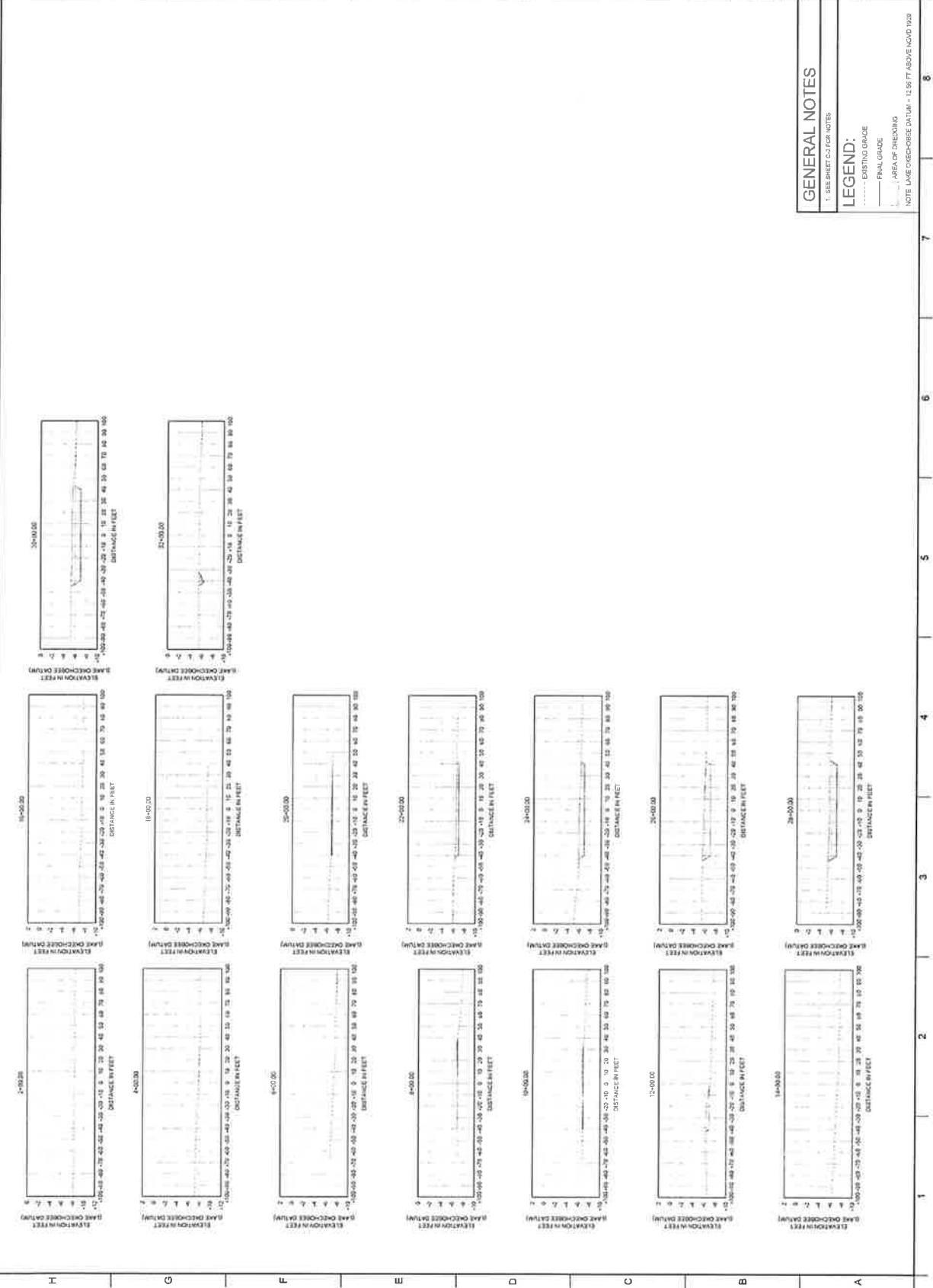
AREA OF DREDGING

NOTE: LAKE OKEECHOBEE DATUM = 12.56 FT ABOVE NAVD 1988

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C-5

SHEET 5 OF 8



May 7, 2012

David K. Roach
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Re: Construction Administration, and Permit Certification — Okeechobee Waterway Maintenance
Dredging, Martin County, Florida

Dear Mr. Roach,

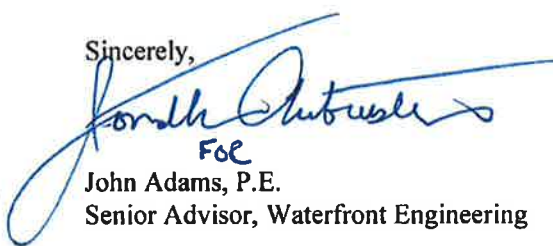
Taylor Engineering has prepared a scope of services (Attachment A) and cost summary (Attachment B) for the following services related to the above-referenced dredging project:

Task 1 – Construction Administration and Observation Services
Task 2 – Final Project Certification

Taylor Engineering will complete the work described herein for a cost-plus-maximum fee of \$66,829.60.

We appreciate this opportunity to serve the FIND. Please contact me if you have questions or comments.

Sincerely,



FoE
John Adams, P.E.
Senior Advisor, Waterfront Engineering

:lgr

Attachments



ATTACHMENT A

**– SCOPE OF SERVICES –
Okeechobee Waterway Maintenance Dredging
Martin County, Florida
Construction Administration**

INTRODUCTION

This scope of services describes Taylor Engineering's proposed construction administration services in support of a maintenance-dredging project. The project will remove approximately 7,600 CY of material from a ±15.2-acre area within a portion of Route 1 (Cuts R1-1, R1-2, and the easternmost portion of R1-3) and Route 2 (Cuts RC-1 and RC-2) of the Okeechobee Waterway. The project intent is to restore the original 1936 project template. In general, the contractor will (1) mechanically dredge the shoals in the above-identified cuts; (2) barge the material through the Port Mayaca Lock and into the St. Lucie Canal; (3) transfer the material from the barge to one of two alternative temporary offloading sites; and (4) truck the dewatered material to a contractor selected permanent long-term placement site.

TASK 1 – CONSTRUCTION ADMINISTRATION AND OBSERVATION

This task includes the following sub-tasks:

- Attend the Pre-Construction Meeting
- Visit the site twice a week (Staff Engineer, 16 visits)
- Visit the site twice a month (Senior Engineer, 4 visits)
- Schedule and prepare for weekly onsite progress meetings
- Conduct one problem resolution site visit (Senior Engineer, if required)
- Prepare up to two change order directives
- Review contractor submittals
- Review up to two monthly pay applications

During the anticipated two-month project period, Taylor Engineering will help the FIND administer the construction contract from offices in Jacksonville and West Palm Beach, and from the project site. In-office duties will include reviewing the contractor's shop drawings and submittals, reviewing progress pay applications, providing oversight of the work progress, and assisting with the preparation of change orders, if required. Additionally, if unexpected problems arise outside of these activities, we will attend one problem resolution meetings on site and up to two meetings via teleconference.

Taylor Engineering will remain available through construction to provide advice and consultation to the FIND through site visits and teleconference. In that role, we will address questions pertaining to engineering, design, permitting issues, and any proposed changes to project design.

Taylor Engineering's staff engineers will make two weekly visits to the project site to ascertain whether work is preceding in general conformance with permit conditions, and project plans and specifications. Our visits will include observation of the work and of the contractor's means, methods, and sequence. Taylor Engineering will evaluate the contractor's general conformance with the project contract, drawings, specifications, and environmental permits.

To evaluate compliance with the project conditions, Taylor Engineering will observe bi-weekly (two days a week) the contractor's activities including, among others, the following:

ATTACHMENT A

- Maintenance of construction schedule
- Provision of submittals on time and in proper format
- Protection of land (fuel and oil, work areas) and water (pollution prevention) resources
- Protection of air resources (minimize particulates)
- Control of noise pollution
- Assurance of quality control procedures (to produce an end product that meets contract requirements)
- Designation of employee parking
- Maintenance of onsite bulletin board, project sign, and project safety sign
- Maintenance of project site security
- Cleanup of waste and debris

Taylor Engineering will attend onsite weekly project meetings to discuss project progress and address questions pertaining to engineering, design, permitting issues, proposed changes to the project design, and any conflicts. Attendees will include representatives from the construction contractor and subconsultants, and Taylor Engineering personnel, as required. The progress meeting agenda will generally include review of minutes of previous meetings, work progress since the previous meeting, current definable features of work (i.e., construction schedule, submittal register, reviewing testing, changes to construction schedule, maintenance of quality for materials and workmanship, pending modifications, changes and substitutions, and other business, as appropriate. The Engineer of Record or Senior Engineering representative will attend at least two onsite meetings monthly, and provide management review and quality control/quality assurance oversight throughout this task.

Taylor Engineering will notify the FIND of any permit violations, work stoppages, or conflicts and recommend to the FIND ways to resolve these issues. However, we will not direct the contractor's means and methods of construction. Taylor Engineering is not responsible for daily inspection or for jobsite safety.

TASK 2 – PROJECT CLOSEOUT AND FINAL CERTIFICATION

This task includes the following sub-tasks:

- Develop preliminary and final punch lists
- Certify substantial completion of the project
- Review release of lien
- Attend pre-final and final observation and closeout meetings
- Conduct final review/acceptance of field data
- Certify final completion of the project to FDEP

Once the FIND receives from the contractor a request to certify the project substantially complete, we will visit the project site to make a determination of the degree of completion. If we cannot certify substantial completion, we will develop preliminary and final punch lists of items for the contractor to complete or correct. With concurrence from the FIND, we will transmit this list to the contractor. Upon completion of outlined items, we will certify the project substantially complete. Taylor Engineering has budgeted for two on-site meetings during this stage of the project.

Taylor Engineering will collect and review the following information from the contractor before project closeout:

- Final waiver and release of lien from all sub-contractors and suppliers
- Final pay application

ATTACHMENT A

- Post-construction/as-built survey
- Final contractor certification
- Final contractor affidavit

Taylor Engineering will help the FIND coordinate permit-related submittals. Following completion of the project, we will prepare and submit to the FIND a complete set of closeout documents. We will also prepare and submit to the FDEP a statement of completion and certification in accordance with the FDEP permit requirements.

– END SCOPE OF SERVICES –

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
FIND: OWW MAINTENANCE DREDGING - CONSTRUCTION ADMINISTRATION

TASK 1: CONSTRUCTION ADMINISTRATION AND OBSERVATION

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
R. Bruce Taylor, Ph.D.	1.0	306.00	
Senior Advisor	20.0	3,540.00	
Senior Professional	132.0	17,028.00	
Project Professional	60.0	6,300.00	
Staff Professional	176.0	15,136.00	
Technical Editor	4.0	396.00	
Senior Technician	16.0	1,440.00	
Administrative	28.0	1,568.00	
Total Man-Hours	437.0		
Labor Cost			45,714.00
<i>Non-Labor</i>	<i>Units</i>	<i>Cost</i>	
Car Rental and fuel (R/T Jax-FIND)	6.0	900.00	
Hotel (person nights)	6.0	750.00	
Meals (person days)	12.0	432.00	
Reproductions/Delivery Allowance	1.0	150.00	
Car Rental and fuel (R/T WPB-Site)	18.0	1,350.00	
Meals (person days)	18.0	360.00	
Non-Labor Cost		3,942.00	
Fee @ 10.0%		394.20	
Total Non-Labor Cost			4,336.20
Total Task 1			50,050.20

ATTACHMENT B

FIND: OWW MAINTENANCE DREDGING - CONSTRUCTION ADMINISTRATION

TASK 2: PROJECT CLOSEOUT AND FINAL CERTIFICATION

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
R. Bruce Taylor, Ph.D.	2.0	612.00	
Vice President	1.0	185.00	
Senior Advisor	8.0	1,416.00	
Senior Professional	54.0	6,966.00	
Staff Professional	62.0	5,332.00	
Technical Editor	1.0	99.00	
Senior Technician	4.0	360.00	
Administrative	12.0	672.00	
Total Man-Hours	144.0		
Labor Cost			15,642.00
<i>Non-Labor</i>	<i>Units</i>	<i>Cost</i>	
Car Rental and fuel (R/T Jax-FIND)	2.0	300.00	
Hotel (person nights)	2.0	250.00	
Meals (person days)	4.0	144.00	
Reproductions/Delivery Allowance	1.0	150.00	
Car Rental and fuel (R/T WPB-Site)	2.0	150.00	
Meals (person days)	2.0	40.00	
Non-Labor Cost		1,034.00	
Fee @ 10.0%		103.40	
Total Non-Labor Cost			1,137.40
<i>Total Task 2</i>			16,779.40

Project Total \$ 66,829.60

April 26, 2012

via Fed Ex and email

Mr. David Roach
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Re: Request for Time Extension to Complete Crane Island Access Road

Dear Mr. Roach:

As one of the owners of Crane Island, I am writing to you to notify you we will be unable to complete the Crane Island Access Road as required by Paragraph 2.1 of the **FIRST AMENDMENT TO ROAD ACCESS EASEMENT AGREEMENT** and request a further extension of to May 25, 2013.

The economy continues to be an obvious factor in the delay of roadway construction. The effect and impact of economic conditions is well known. Additionally, another factor in the delay was the lawsuit filed by several county citizens against the Nassau County Commission. This suit was settled in our favor and we are in discussions with several joint venture partners to get this project moving forward this year. Hopefully, the economy's recent signs of life will continue.

While the paved road and bridge have not yet been built, we believe that FIND has received significant value. The owners of Crane Island believe that the value of the recorded easement rights and the construction completed thus far is approximately equal to the actual amount of money FIND has released. This value includes easement rights, roadway design and permitting, the FAA release process, the negotiation and purchase of a portion of the ROW from the City of Fernandina Beach, roadway clearing, culvert construction, temporary crane mats for wetland crossings and the ongoing maintenance access.

On behalf of the Crane Island Owners and for the reasons presented above, I respectfully request an extension of the Completion Date to May 25, 2013. Over the next year, the owners of Crane Island will continue to maintain reasonable access for FIND, its consultants and contractors.

We appreciate the continued opportunity to work with the Florida Inland Navigation District and thank you in advance for approving this one year extension.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Chris B. Anderson', with a long horizontal flourish extending to the right.

Chris B. Anderson

For the Owners of Crane Island
400 Hibben Street, Suite 200
Mount Pleasant, SC 29464
(843) 442-2339

Enclosure

CC: Vincent G. Graham
Lynwood G. Willis
Jane T. Willis
Robert H. Still, Jr.
Michael D. Abney
David Agnew
David Boon
Tim Digby
Jack B. Healan, Jr.
Michael S. Mullin, Esq.
Gary Howalt

FIRST AMENDMENT

TO

ROAD ACCESS EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO ROAD ACCESS EASEMENT AGREEMENT (this "Amendment") is entered into this 19th day of MAY, 2010, by and between **FLORIDA INLAND NAVIGATION DISTRICT**, a special taxing district organized under the laws of the State of Florida ("**FIND**") and The Owners of Crane Island, Lynwood G. Willis, Partner, Jane T. Willis, Robert H. Still, Jr., as Co-Trustee of the Lynwood G. Willis and Jane T. Willis Trust, U/D/O December 31, 1992, Michael D. Abney, Co-Trustee of the Lynwood G. Willis and Jane T. Willis Trust, U/D/O December 31, 1992, Christopher Anderson, Piedmont Square, LLC, A Virginia Limited Liability Corporation, David Agnew, Crane Island Investments, LLC, A South Carolina Limited Liability Corporation, and Vincent G. Graham, (hereinafter referred to collectively as "**Grantor**").

RECITALS

A. Grantor is the owner of that certain real property located on Crane Island and on Amelia Island in Nassau County, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein ("**Easement Parcel**").

B. FIND and Grantor entered into a Road Access Easement Agreement dated as of November 21, 2008 and recorded in Official Records Book 1594, Page 1387 of the Public Records of Nassau County, Florida ("**Easement Agreement**").

C. Section 3.1 (b) of the Easement Agreement required the Grantor to use its best efforts to cause the commencement of the construction of the Access Road on or before August 26, 2008 (the "**Commencement Date**").

D. The actual date of commencement of the construction of the Access Road was November 25, 2008.

E. Section 3.1 (b) of the Easement Agreement required the Grantor to use its best efforts to cause the Access Road to be completed eighteen (18) months after the commencement of construction (the "**Completion Date**").

F. Grantor has not been able to complete the construction of the Access Road by the Completion Date and has requested FIND to grant a one (1) year extension of the Completion Date.

G. FIND has approved Grantor's request for a one (1) year extension of the Completion Date.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor and FIND hereby agree as follows:

ARTICLE I

RECITALS

1.1 Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

ARTICLE II

AMENDMENT

2.1 Section 3.1 (b) of the Easement Agreement is amended to read:

Construction of Improvements. Having received a key Access Road Permit from Nassau County, Grantor shall use its best efforts to cause the commencement of the construction of the Access Road on or before ~~August 26, 2008~~ November 25, 2008 (the "Commencement Date") and shall use its best efforts to cause the Access Road to be completed ~~eighteen (18) months after the commencement of construction by May 25, 2011~~ (the "Completion Date").

2.2 Except as amended hereby, the Easement Agreement is ratified, confirmed and accepted.

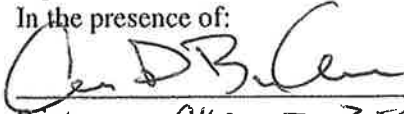
2.3 This Amendment may be executed in a number of identical counterparts with separate signature pages of the parties attached in which event each such counterpart shall constitute an original, executed agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year written below.

Signed, sealed and delivered

In the presence of:



Print name: CHAD D. BESENFELDER

GRANTOR



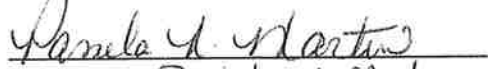
VINCENT G. GRAHAM



Print name: Pam Martin

STATE OF South Carolina
COUNTY OF Berkeley

The foregoing instrument was acknowledged before me this 18th day of June, 2010,
By VINCENT G. GRAHAM, who is personally known to me or has
produced _____ as identification.



Print Name: Pamela N. Martin


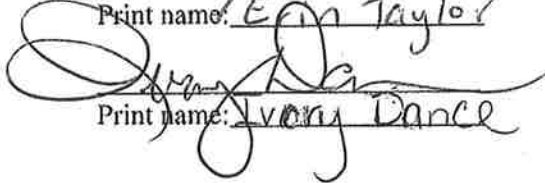
Notary Public, State of South Carolina

Commission Number: N/A


My Commission expires: 8/28/2018



Signed, sealed and delivered
In the presence of:


Print name: Erin Taylor

Print name: Ivory Dance


GRANTOR


DAVID AGNEW
CRANE ISLAND INVESTMENTS,
LLC, A SOUTH CAROLINA
LIMITED LIABILITY
CORPORATION

STATE OF District of Columbia
COUNTY OF Washington, DC

The foregoing instrument was acknowledged before me this 15th day of July, 2010,
By DAVID AGNEW, CRANE ISLAND INVESTMENTS, LLC, A SOUTH
CAROLINA LIMITED LIABILITY CORPORATION who is personally known to me or
has produced SC DC as identification.

#008423897


Print Name: _____ JESUSA BOBBIO
Notary Public, State of _____ District of Columbia
Commission Number: _____ My Commission Expires
My Commission expires: _____ June 30, 2011

Signed, sealed and delivered
In the presence of:

Lee Hughes
Print name: Lee Hughes

Ashley Lambert
Print name: Ashley Lambert

GRANTOR

Christopher Anderson
CHRISTOPHER ANDERSON
PIEDMONT SQUARE, LLC
A VIRGINIA LIMITED
LIABILITY
CORPORATION

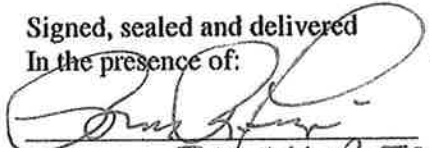
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 29th day of June, 2010,
By CHRISTOPHER ANDERSON, PIEDMONT SQUARE, LLC, A VIRGINIA
LIMITED LIABILITY CORPORATION who is personally known to me or has
produced DRIVER LICENSE as identification.

Laurie M. Thornhill
Print Name: Laurie M. Thornhill
Notary Public, State of SC
Commission Number: _____
My Commission expires: 8/8/2012

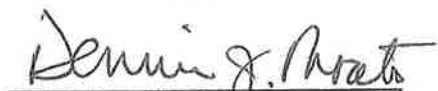
Signed, sealed and delivered

In the presence of:


Print name: BRIAN R. FRAZIER

GRANTOR

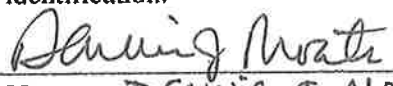
Jane T. Willis
JANE T. WILLIS


Print name: DENNIS J. MOATS

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19 day of JUNE, 2010,
By JANE T. WILLIS, who is personally known to me
or "has produced _____ as identification.

DENNIS J. MOATS
Notary Public, State of Florida
My Comm. Exp. June 19, 2013
Comm. No. DD892577


Print Name: DENNIS J. MOATS
Notary Public, State of FLORIDA
Commission Number: DD892577
My Commission expires: 6/19/2013

Record & Return to:
Jacobs & Associates, P.A.
961687 Gateway Boulevard, Suite 201-I
Fernandina Beach, FL 32034

INSTR # 200831012, Book 1594, Page 1387
P 38
Doc type EAS, Recorded 11/25/2008 at 12:51 PM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$324.50 Deed Doc Stamps \$6444.90
#3

ROAD ACCESS EASEMENT AGREEMENT

THIS ROAD ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into this 21st day of November, 2008, by and between **FLORIDA INLAND NAVIGATION DISTRICT**, a special taxing district organized under the laws of the State of Florida ("FIND") and The Owners of Crane Island, Lynwood G. Willis, Partner, Jane T. Willis, Robert H. Still, Jr., as Co-Trustee of the Lynwood G. Willis and Jane T. Willis Trust, U/D/O December 31, 1992, Michael D. Abney, Co-Trustee of the Lynwood G. Willis and Jane T. Willis Trust, U/D/O December 31, 1992, Christopher Anderson, Piedmont Square, LLC, A Virginia Limited Liability Corporation, David Agnew, Crane Island Investments, LLC, A South Carolina Limited Liability Corporation, and Vincent G. Graham, (hereinafter referred to collectively as "**Grantor**").

RECITALS

A. Grantor is the owner of that certain real property located on Crane Island and on Amelia Island in Nassau County, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein ("Grantor's Parcel").

B. FIND is the owner of that certain real property located on Crane Island in Nassau County (the "County"), Florida, situated immediately adjacent to and to the north and west of Grantor's Parcel, being more particularly described on Exhibit "B" attached hereto and incorporated herein ("FIND Parcel").

C. FIND is an agency established by the State of Florida for the purpose of assisting the U.S. Army Corps of Engineers ("USACE") with the maintenance of the Intracoastal Waterway ("ICW"). FIND is responsible for acquiring, developing and managing Dredge Material Management Areas ("DMMA") that are used for the storage and management of dredge materials removed from the channel of the ICW by the USACE. FIND has designed and is in the process of obtaining permits for the construction and operation of a DMMA on the FIND Parcel to be known as the FIND DMMA, NA-1, Crane Island.

D. Grantor is in the process of obtaining land use entitlements on the Grantor's Parcel (the "Crane Island Entitlements").

E. In connection with the approval of the Crane Island entitlements, the Grantor has obtained various approvals and is obtaining further approvals to construct the Crane Island Access Road, which is depicted on Exhibit "C" attached hereto and incorporated herein (the "Access Road"). As depicted on Exhibit "C," the overall access route is divided into two (2) sections for which the Grantor has varying levels of responsibility: Section 1 extends from the approved Access Road north to the FIND site and will include a parking lot driveway; and Section 2 is the portion of the Access Road within Grantor's property which will be a private road to be constructed and maintained by the Grantor, or its successor in title.

F. FIND desires to obtain an access easement from Grantor over the portion of the Access Road as well as the Driveway situated on the Grantor's Parcel (the "Easement Area"), more

particularly depicted on Exhibit "C" as sections 1, and 2 and in the Legal Description at Exhibit D, and the Grantor desires to grant an access easement to FIND over the Easement Area.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants the following easement, subject to the terms, covenants and conditions set forth below:

ARTICLE I

RECITALS

1.1 **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.

ARTICLE II

GRANT OF EASEMENT

2.1 **Grant of Easement.** Subject to the terms and conditions herein, Grantor hereby grants to FIND, as an appurtenance to the FIND Parcel, a perpetual, non-exclusive easement and right-of-way on, over and across the Easement Area. This grant of easement is for use of the surface of the Easement Area for access, ingress and egress to the FIND parcel only, and does not allow FIND to use the subsurface or to construct any vertical improvements within the Easement Area.

2.2 **Reservation of Rights by Grantor.** The Easement Area is a private road for benefit of the Grantor's Parcel and Grantor shall have the continuing right to use the Easement Area for such purposes or for other uses that are not incompatible with the easement granted hereby, and such rights to use the Easement Area are expressly reserved by the Grantor. The Grantor reserves the right to any subsurface use or other surface use that does not unreasonably interfere with FIND's use of the Easement Area. The Grantor also reserves the right to regulate the use of the Easement Area by constructing such traffic regulation devices or improvements as it deems appropriate, that shall not interfere with FIND's use of the easement.

2.3 **Grantor's Right to Relocate.** The easement created hereby may be relocated from time to time by the owner of the Grantor Parcel, provided that as relocated the easement provides access for the FIND Parcel to and from a public right-of way sufficient for the purposes such easement is intended to serve, taking into consideration the layout of any improvements to Grantor's Parcel as the same may now or hereafter exist. The owner of the Grantor Parcel shall cover all costs for such relocation.

2.4 **FIND's Obligation to Comply with all Laws and Regulations.** FIND shall, to the extent required by law, comply with all governmental or quasi-governmental laws, ordinances, rules, regulations of every kind pertaining to the Easement Area, or to the use thereof, including without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. FIND shall not commit or suffer any waste of the Easement Area and will not use or permit any use of the Easement Area to be used for any illegal purposes or in any way as to violate or breach any law, rule, regulation or ordinance to which the Easement Area are subject.

2.5 Grant of Temporary Lease by FIND to Grantor for storage of Boat Basin Fill Dirt. During construction of the Crane Island Boat Basin, and subject to FIND's standard lease provisions for such use as shown in Temporary Lease attached as Exhibit E, the Owners of Crane Island shall be permitted to store material excavated from the Boat Basin on the FIND site. FIND agrees to provide access to the DMMA for the Owners or a Property Owner's Association ("Association") which may be created to deposit said material therein. The owners or successor shall provide FIND at least one month's notice of the need to access the DMMA for such deposition of material and deposit the material where and in such manner as directed by FIND. If material is so stored, FIND shall provide the owners or the Association with at least one month's notice on need to remove any material so deposited.

2.6 Grant of Temporary Lease by FIND to Owners of the Grantor's Parcel to Deposit Boat Basin Maintenance Dredge Material in DMMA. After completion of their boat basin, and subject to FIND's standard lease as periodically updated for such use, the Owners will have to undertake periodic maintenance dredging of the Basin as well as the access channel. FIND agrees to provide access to the DMMA for the Owners or Association to deposit said material therein. Owners or Association shall provide FIND at least one month's notice of the need to access the DMMA for such deposition of material and deposit the material where and in such manner as directed by FIND. It is noted that the DMMA is a recycling facility and owners' or Association's material will be required to be removed as directed in the Temporary Lease. Grantor or successors shall follow the same inspection procedures as identified in Section 3.1(e)(ii) for their material hauling projects.

2.7 Parking. FIND shall not be permitted to park vehicles on the Easement Area.

ARTICLE III

CONSTRUCTION AND MAINTENNANCE OF ACCESS ROAD

3.1 Construction of Improvements.

(a) Permits. Grantor shall continue to pursue and complete the permitting and approvals for the construction of the Access Road (the "Access Road Permits").

(b) Construction of Improvements. Having received a key Access Road Permit from Nassau County, Grantor shall use its best efforts to cause the commencement of the construction of the Access Road on or before August 26, 2008 (the "Commencement Date") and shall use its best efforts to cause the Access Road to be completed eighteen (18) months after the commencement of construction (the "Completion Date").

(c) Failure to Complete Improvements. In the event that Grantor has not substantially completed the Access Road by the Completion Date or by the time that FIND requires access to its site, the parties shall work together, along with the County and the City, to establish a temporary access route from the FIND Parcel across Grantor's Parcel to a public right-of-way. The temporary access route must be approved by Grantor, the County and/or the City as appropriate or required.

(d) Early Access by FIND for Pre-construction Activities. It is understood that FIND may need to gain access to the DMMA site prior to receipt of permits required to

cross an on-site wetland that lies between the Easement Area and FIND's site. In the event that this need arises, Grantor will work with FIND to provide an alternative temporary access route for the limited equipment required to perform the pre-construction activities including site clearing, soils testing and installation of monitoring wells.

(e) Maintenance.

(i) FIND Property Line to Paved Easement Area (Section 1). A portion of the Easement Area will include a Driveway running from a point on the southerly boundary of the FIND Parcel through the parking lot of a public park (the "Driveway") located on the Grantor's Parcel. The general location of the Driveway is depicted on Exhibit "C" as Section 1. FIND shall be responsible for constructing the Driveway and connecting it to the driving lane of the parking lot. The exact location of the Driveway will be determined by the Grantor during design of the public access park. In the event that the Grantor constructs the Driveway prior to FIND's need, FIND shall use the same materials to construct the balance of the Driveway to FIND's property line that is to be used to construct the parking lot (shell-sand mix or other non-paved surface), and the Driveway shall be of minimum width and have a curved alignment so as to minimize views of the dike. In the event that FIND needs the Driveway prior to construction, FIND shall construct the entire Driveway, not including the parking spaces, to Grantor's specifications. The Grantors and their successors shall be responsible for on-going maintenance of the driveway from the Access Road to the FIND property line, except in accordance with FIND's repair responsibilities associated with a major haul event as defined in (ii) as follows.

(ii) Paved Easement Area to Public Right-of-Way (Section 2). It is anticipated that owners of the Grantor's Parcel will transfer title to the Easement Area to the Association. Until the Easement Area is deeded to the Association, owners of the Grantor's Parcel shall maintain, or cause to be maintained in good order and in a sightly and safe condition, the Easement Area. Upon the transfer of title to the Association, the Association shall assume all of the owners of the Grantor's Parcel's rights and obligations under this easement as to the Easement Area. In the event of any damage to the Easement Area, including but not limited to, the parking lot, the paved roadway, curbing, landscaping, signage, lighting fixtures, airport security fencing, gates, or other property within or adjoining the Easement Area, arising out of the use of the Easement Area by FIND, FIND shall promptly repair such damage to the reasonable satisfaction of the Grantor. Prior to the time FIND or any other third party commences relocating more than 2,000 cubic yards of the dredged materials from the FIND Parcel across the Easement Area in a single event, FIND shall engage an independent professional engineer to make a written assessment of the condition of the roadway, bridges and all ancillary elements of the Easement Area. Two or more events of less than 2,000 cubic yards within a 90-day calendar period shall constitute a single event of more than 2,000 cubic yards. FIND shall review the scope of the engineer's work prior to the assessment with the Association. As part of the assessment, the engineer shall be requested to advise on any protective measures (temporary bridge surface overlay, spacing of trucks, speed of trucks, etc...) that should be implemented to abate any potential damage to the

Easement Area that could be caused by the increased weight and usage on the Easement Area. If such measures are recommended, FIND shall implement them prior to allowing any of the dredged materials to be removed from FIND's Parcel. Upon completion of any excavation hauling, FIND shall engage the independent professional engineer to make a written assessment of specific damages caused to the park driveway, roadway, bridge and all ancillary elements of the Easement Area. FIND shall be responsible, at its sole cost and expense, for repairing the damages identified in the engineering report.

ARTICLE IV

CONDITIONS OF USE OF ACCESS ROAD EASEMENT

4.1 Buffer. FIND shall maintain a one hundred (100) foot wide buffer of undisturbed vegetation between the FIND Parcel and the boundary of the Grantor's Parcel. Groundwater monitoring wells and accessways from the perimeter road surrounding the DMMA as required by FIND's permits shall be allowed.

4.2 Security Fence. FIND shall install and maintain chain link security fencing along the boundary line between the FIND Parcel and the Grantor's Parcel. In no event shall any trees located partially on the Grantor's Parcel be removed by FIND to construct the fence. FIND shall meander the fence to the north side of any tree that is located on both properties. The fence shall be at least six (6) feet in height and shall be painted or vinyl clad in a dark brown or black color. FIND shall cause all gates in the fence to be secured at all times.

4.3 Haul Road Over Dike. The haul road over the dike shall be designed at the minimum grade possible and shall be located between the Driveway through the public park and the ICW.

4.4 FIND Road Through Buffer. The Driveway shall be constructed at the minimum width possible and be curved to minimize views of the dike from the public park.

4.5 Contaminant and Salt Water Intrusion. It is anticipated that the stormwater facilities for the future development on the Grantor Parcel will be the primary source of irrigation water for the owners of the Grantor's Parcel. Since there is a potential for the dredging activity associated with FIND's DMMA to introduce contaminants and salt water into the groundwater lens of Crane Island, prior to FIND's construction and prior to the owners of the Grantor's Parcel's design of the irrigation system, FIND shall hire an independent professional consultant to monitor the groundwater system of Crane Island and model the probable extent of contaminant and saltwater migration into the groundwater. In addition, FIND will conduct monitoring of groundwater, and of any stormwater ponds that the owners of the Grantor's Parcel may have built, during dredging activities. This monitoring program will consist of a pre-dredging assessment, operational monitoring and a post-dredging monitoring. The pre-dredging assessment will characterize the surficial groundwater table at the common property line and in the stormwater pond(s) for chloride, EPA Priority Pollutant list including volatile and semi-volatile organics, PCB's and organochlorine pesticides, polynuclear aromatic hydrocarbons, 13 Priority Pollutant metals, cyanide, total phenols,

total organic carbon, total Kjeldahl nitrogen and carbonate. The operational monitoring will include weekly sampling of the surficial groundwater for chloride levels during use of the disposal area through completion of dewatering and decanting activities. The post-dredging assessment will include the same parameters as the pre-dredging assessment. If any of these studies indicate that the contaminant and/or chloride content of the groundwater and/or retention ponds on Grantor's Parcel will exceed State criteria or tolerable limits for safe use as irrigation water, FIND shall design an appropriate abatement process to remediate and safeguard against such impacts.

4.6 Pipelines. No dredge pipelines shall be constructed on or within 100 feet of the Grantor Parcel.

4.7 Management During Haul Operations. During any excavation hauling, FIND shall take all due efforts to prevent any haul material from being deposited on the Easement Area and within the stormwater system associated with the Easement Area. If haul materials are deposited on the Easement Area, FIND shall immediately cause the Easement Area to be cleaned. FIND shall monitor all components of the stormwater system and immediately remove any soil materials that enter the system.

4.8 Operations of Dredged Material Management Facility (DMMA).

(a) Time of Access. Except in emergency situations vehicles, trailers and equipment that weigh more than 10,000 gross pounds shall only be permitted to use the Easement Area during the hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday. All other vehicles, trailers and equipment shall be permitted to use the Easement Area twenty-four (24) hours a day, seven (7) days a week.

(b) Noise Abatement. During all hauling operations, FIND shall make reasonable efforts to reduce the noise caused by the hauling operations, including but not limited to loading equipment and trucks.

(c) Dust. During all construction and hauling operations, FIND shall make reasonable efforts to reduce the dust caused by all aspects of the hauling operations.

(d) Material Hauling. Prior to commencement of the any hauling event of the facility, FIND shall notify the Association of the hauling activity and coordinate the hauling activity with all activities associated with operations of the community. FIND shall notify the County Engineer of Nassau County prior to the commencement of any large scale hauling so that the County has the opportunity to monitor the impact of the hauling on Bailey Road.

ARTICLE V

COMPENSATION

5.1 Grantor Compensation. Upon the execution of this Agreement, FIND shall pay Grantor the sum of \$10.00 and other due consideration as the agreed upon compensation for the easement granted herein.

5.2. Property Owners Association Compensation for Normal Roadway Maintenance Program. In addition to the direct repair or payment for repair of any damages to the easement area as defined in 3.1(d)(ii) above and in order to compensate the Association for its use of the Easement Area, FIND shall pay the Association an annual amount which shall be \$2,000.00 for the first year. This amount will be increased by the annual increase in the Consumer Price Index for subsequent annual payments. Said annual amount shall be due on January 1 of each year following completion of the construction of the easement area. Twenty-five percent (25%) of this compensation may be used by the Association for annual maintenance of the Easement Area, and at least seventy-five percent (75%) shall be held in the Association's reserve account for periodic renovations of the Easement Area. Based upon FIND's payment into the reserve account, FIND shall not be liable for participation in any Capital Reserve Assessments or Special Assessments by the Association for improvements to Easement Area.

(a) Use of Funds. The Association shall expend FIND's contributions only for the annual maintenance (including but not limited to bridge inspections, landscape maintenance, street lighting, ordinary road and bridge maintenance), and periodic renovations (including but not limited to bridge wear surface replacement, overlay of paved areas, and replacement of other worn out facilities) of the Easement Area. The Association shall establish maintenance of the Easement Area as a separate line item in the Association's accounts. The Association shall provide FIND copies of all financial reports associated with the maintenance of the Easement Area.

(b) Communications. The Association shall notify FIND of all meetings of the Association, including Board of Directors meetings, and include FIND in all communications to its members. FIND shall provide periodic activity reports to the Association including at least 60-day notice of any hauling or extraordinary activity at the DMMA that will result in trips by large vehicles or noise. FIND shall have the right to attend all Association meetings as a guest ~~non-voting member~~ and shall be able to address a meeting upon request.

(c) Content of Association Documents. The incorporator or initial board of directors shall provide appropriate language in the documents creating the Association to appropriately bind the Association of the above conditions of this Easement. Said language will be reviewed and approved by FIND and shall not be amended without the consent of FIND.

ARTICLE VI

DEFAULT; REMEDIES

6.1 In the event of a breach or threatened breach by any party or its permittees of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

6.2 In addition to all other remedies available at law or in equity, upon the failure of a defaulting party (the "Defaulting Party") to cure a breach of this Agreement within thirty (30) days following written notice thereof by a party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting party (the "Non-Defaulting Party") shall have the right to perform such obligation contained in this Agreement on behalf of the Defaulting Party and be reimbursed by the Defaulting Party upon demand for the reasonable costs thereof together with interest at the prime rate plus two percent (2%) (not to exceed the maximum rate of interest allowed by law. Notwithstanding the foregoing, in the event of (i) an emergency or (ii) material impairment of the easement rights, a party may immediately cure the same and be reimbursed by the other party upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

6.3 The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

6.4 Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement.

ARTICLE VII

MISCELLANEOUS

7.1 Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

7.2 Validity. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.3 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, each party shall be responsible to bear the costs of its own attorneys and any associated costs of such litigation.

7.4 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

7.5 Gender; Plural; Singular; Terms. A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

7.6 Exhibits. All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

7.7 Counterparts, Further Instruments, etc. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. FIND and Grantor shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

7.8 Entire Agreement. This Agreement, together with the exhibits attached hereto, supersedes all prior agreements between the parties, if any, and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by Grantor and FIND.

7.9 Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto.

7.10 Dedication. Notwithstanding anything to the contrary in this Agreement, the owners of the Grantor's Parcel may dedicate, as a public road, all or any portion of the Easement Area to the County.

7.11 Termination of Covenant Liability. Whenever a transfer of ownership of the Grantor's Parcel takes place, liability of the transferor for any breach of any covenant hereunder first occurring after such transfer of ownership automatically terminates.

7.12 Indemnification. To the extent, if any, permitted by Section 768.28, Florida Statutes, FIND does hereby agree to indemnify and hold Grantor harmless from and against the aggregate of any and all losses, claims, suits, damages (including consequential damages), judgments, expenses, fines, penalties, costs, deficiencies and liabilities (including, without limitation, reasonable attorneys' fees and expenses) incurred or suffered by Grantor which directly or indirectly arise out of or result from FIND's use of the Access Road.

7.13 Insurance. FIND shall require any contractor or subcontractor engaged by FIND to construct the Driveway or any portion thereof, or which is constructing or utilizing the DMMA- to maintain general liability insurance in an amount of at least \$1,000,000.00.

7.14 Notice. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal mailing or mailing of hard copy). Any notice permitted or required hereunder shall be deemed to have been given and received (a) three (3) business days after it is deposited in the United States Mail, certified mail, return receipt requested, properly addressed and with postage prepaid, or (b) one (1) business day after it is delivered to a nationally recognized overnight courier service such as Federal Express, marked for next day delivery, properly addressed and with delivery charges prepaid, or (c) on the same day if transmitted by facsimile. Such notices shall be given to the parties at the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith.

Grantor: Mr. Vince Graham
Owners of Crane Island
159 Civitas Street
Mt. Pleasant, SC 29464
843.883.5001

Lynwood Willis
c/o David Boon
437 E. Monroe Street
Jacksonville, FL 32202
904-358-3898

with a copy to: Mr. Jack Healan, President
Amelia Island Company, Inc.
PO Box 3000
Amelia Island, FL 32035-3000
904-277-5101

Arthur I. Jacobs, Esq.
Jacobs, Scholz & Associates
961687 Gateway Blvd., Suite 201-I
Fernandina Beach, FL 32034
904-261-2396

FIND: David Roach, Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Fl. 33477

with a copy to: Peter Breton
Moyle, Flanigan, Katz, Raymond, White & Krasker
625 North Flager Drive - 9th Floor
West Palm Beach, FL 33401

7.15 Title. Grantor makes no warranty whatsoever as to title in and to the Easement Area, and grants only so much right, title or claim of interest in and to the easement premises as Grantor may in fact hold as of the date of this easement grant. This grant is subject to any easements, restrictions, covenants and/or reservations of record, or such paramount rights as may be apparent from an inspection or survey of the easement premises.

7.16 Limitations on Third Party Beneficiaries. Except as expressly provided herein, this easement is granted only for the benefit of the FIND Parcel and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity other than those set forth herein, their successors and assigns.

7.17 Grantors and their successors shall provide a written disclosure statement to all purchasers of lots and units on Grantors property of the presence of this easement and the proposed, current and future use of the easement by FIND.

[rest of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year written below.

Signed, sealed and delivered
In the presence of:

Emma Manning
Print name: Emma Manning

Pam Martin
Print name: Pam Martin

GRANTOR

VINCENT G. GRAHAM

STATE OF SC
COUNTY OF Berkely

The foregoing instrument was acknowledged before me this 20th day of Nov., 2008,
By VINCENT G. GRAHAM, who is personally known to me or has
produced _____ as identification.

Pamela N. Martin
Print Name: Pamela N Martin
Notary Public, State of South Carolina
Commission Number: N/A
My Commission expires: 8/28/18

Signed, sealed and delivered
In the presence of:

GRANTOR

[Signature]
Print name: Daniel M. [Signature]

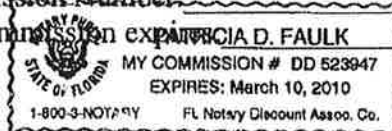
[Signature]
LYNWOOD G. WILLIS

[Signature]
Print name: Lynwood G. Willis

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28 day of NOV., 2008,
By LYNWOOD G. WILLIS, who is personally known to me
or has produced _____ as identification.

[Signature]
Print Name: PATRICIA D. FAULK
Notary Public, State of _____
Commission Number: _____
My Commission expires PATRICIA D. FAULK



[Signature]
[Signature]

[Signature] [Signature]

Signed, sealed and delivered
In the presence of:

GRANTOR

[Signature]
Print name: David M. B...

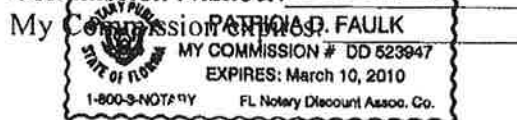
Jane T. Willis
JANE T. WILLIS

[Signature]
Print name: Jane T. Willis

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of Nov, 2008,
By JANE T. WILLIS, who is personally known to me
or "has produced _____ as identification.

[Signature]
Print Name: PATRICIA D. FAULK
Notary Public, State of FLORIDA
Commission Number: _____



[Signature]

[Signature]

Signed, sealed and delivered
In the presence of:

GRANTOR

[Signature]
Print name: David M. Bone

[Signature]
Print name: Linda S. Willis

[Signature]
Print name: David M. Bone

[Signature]
Print Name: Linda S. Willis

[Signature]
ROBERT H. STILL, JR.

AS-CO-TRUSTEES OF THE LYNWOOD
G. WILLIS AND JANE T. WILLIS TRUST
U/D/O DECEMBER 31, 1992

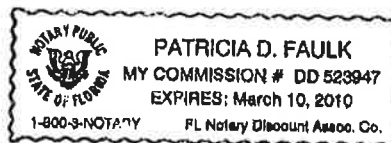
[Signature]
MICHAEL D. ABNEY

AS-CO-TRUSTEES OF THE LYNWOOD G. WILLIS AND
JANE T. WILLIS TRUST U/D/O
DECEMBER 31, 1992

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 20 day of NOV, 2008,
By ROBERT H. STILL, JR. and MICHAEL D. ABNEY, AS CO-TRUSTEES OF THE
LYNWOOD G. WILLIS AND JANET T. WILLIS TRUST U/D/O DECEMBER 31,
1992, who is personally known to me or has produced _____ as
identification.

[Signature]
Print Name: PATRICIA D. FAULK
Notary Public, State of FL
Commission Number: _____
My Commission expires: _____



[Signature]
[Signature]

[Signature]

Signed, sealed and delivered
In the presence of:

Emma Manning
Print name: Emma Manning

Pam Martin
Print name: Pam Martin

GRANTOR

Christopher Anderson
CHRISTOPHER ANDERSON
PIEDMONT SQUARE, LLC
A VIRGINIA LIMITED LIABILITY
CORPORATION

STATE OF SC
COUNTY OF Berkeley

The foregoing instrument was acknowledged before me this 20th day of Nov, 2008,
By CHRISTOPHER ANDERSON, PIEDMONT SQUARE, LLC, A VIRGINIA
LIMITED LIABILITY CORPORATION who is personally known to me or has produced
_____ as identification.

Pamela N. Martin
Print Name: Pamela N. Martin
Notary Public, State of South Carolina
Commission Number: N/A
My Commission expires: 8/28/2018

Signed, sealed and delivered
In the presence of:

Emma Manning
Print name: Emma Manning
Pam Martin
Print name: Pam Martin

GRANTOR

David Agnew
DAVID AGNEW
CRANE ISLAND INVESTMENTS,
LLC, A SOUTH CAROLINA
LIMITED LIABILITY CORPORATION

STATE OF SC
COUNTY OF Berkely

The foregoing instrument was acknowledged before me this 20th day of Nov, 2008,
By DAVID AGNEW, CRANE ISLAND INVESTMENTS, LLC, A SOUTH
CAROLINA LIMITED LIABILITY CORPORATION who is personally known to me or
has produced _____ as identification.

Pamela N. Martin
Print Name: Pamela N. Martin
Notary Public, State of South Carolina
Commission Number: N/A
My Commission expires: 8/28/2018

GRANTEE

Signed, sealed and delivered
In the presence of:

FLORIDA INLAND NAVIGATION
DISTRICT

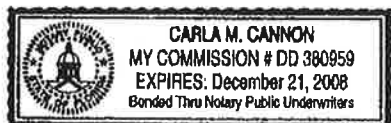
[Signature]
Name: Lori S. Schick

By: [Signature]
Name: DAVID K. ROACH
Its: Executive Director

[Signature]
Name: Bonnie Woolard

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21st day of November, 2008, by David Roach, the Executive Director of FIAD, a Florida _____, on behalf of the company. He is personally known to me or has produced _____ as identification.



Notary Public, State of Florida
Name: Carla M. Cannon
My Commission Expires: December 21, 2008
My Commission Number is: 380959

EXHIBIT "A"**Legal Description of Grantor's Parcel**

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°48'01" WEST, ALONG THE NORTH LINE OF SAID SECTION 49, A DISTANCE OF 188.43 FEET, TO THE EASTERLY BOUNDARY OF SAID SECTION 19, "CRANEY ISLAND," AND A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING, THENCE SOUTH 89°48'01" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 6, AS SURVEYED BY WASHINGTON AND WILLS, DATED 1831; THENCE SOUTHWESTERLY AND SOUTHEASTERLY, ALONG SAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 6, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23°18'40" WEST, 1248.33 FEET; COURSE NO. 2: SOUTH 00°10'48" WEST, 327.88 FEET; COURSE NO. 3: SOUTH 08°53'08" EAST, 1782.00 FEET; COURSE NO. 4: SOUTH 35°10'48" WEST, 330.00 FEET; COURSE NO. 5: SOUTH 28°49'12" EAST, 188.00 FEET; COURSE NO. 6: SOUTH 00°48'12" EAST, 482.00 FEET, TO THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 11, AS SURVEYED BY WASHINGTON AND WILLS, DATED 1831; THENCE SOUTHEASTERLY, ALONG SAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 11, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 08°49'12" EAST, 880.00 FEET; COURSE NO. 2: SOUTH 29°49'12" EAST, 284.00 FEET; COURSE NO. 3: SOUTH 04°46'12" EAST, 350.53 FEET, TO THE SOUTH LINE OF GOVERNMENT LOT 6, SAID SECTION 6; THENCE SOUTH 90°00'00" WEST, ALONG LAST SAID LINE, AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 8, SAID SECTION 49, A DISTANCE OF 2088.24 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 08°49'00" WEST, ALONG LAST SAID LINE, 2748.62 FEET, TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 211H-8, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. 12N-35); THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 08°01'54" EAST, 56.33 FEET; COURSE NO. 2: NORTH 13°25'31" WEST, 118.34 FEET, TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 08°49'00" WEST, ALONG LAST SAID LINE, 479.72 FEET TO SAID MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-8, F.A.C. AND CHAPTER 211H-8, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. 12N-35); THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41°54'08" EAST, 106.80 FEET; COURSE NO. 2: NORTH 38°39'37" WEST, 148.00 FEET, TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 08°49'00" WEST, ALONG LAST SAID LINE, 387.48 FEET, TO SAID MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-8, F.A.C. AND CHAPTER 211H-8, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. 12N-35); THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 02°17'02" EAST, 35.21 FEET; COURSE NO. 2: NORTH 88°56'35" EAST, 30.84 FEET, TO THE WESTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 0539, PAGE 1089, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 83°34'36" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS BOOK 0539, PAGE 1089, A DISTANCE OF 1700 FEET, MORE OR LESS, TO THE APPROXIMATE MEAN HIGH WATER LINE AS FIELD LOCATED JANUARY 18, 1987 AND AS SHOWN ON MAP OF SPECIFIC PURPOSE SURVEY BY SUNSHINE STATE SURVEYORS, INC. FILE NUMBER 87E-2218, MAP DATE FEBRUARY 20, 1987; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY, ALONG SAID APPROXIMATE MEAN HIGH WATER LINE AS FIELD LOCATED JANUARY 18, 1987 AND AS SHOWN ON MAP OF SPECIFIC PURPOSE SURVEY BY SUNSHINE STATE SURVEYORS, INC. FILE NUMBER 87E-2218, MAP DATE FEBRUARY 20, 1987, A DISTANCE OF 2000 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY OF SECTION 19, "CRANEY ISLAND," SAID LINE BEARING SOUTH 45°12'08" EAST FROM REFERENCE POINT "A"; THENCE NORTH 18°12'09" WEST, ALONG LAST SAID LINE, 175 FEET, MORE OR LESS, TO REFERENCE POINT "A", AND TO CLOSE.

CONTAINING 207.44 ACRES, MORE OR LESS

Plus

EXHIBIT "A" CONTINUED**Legal Description of Grantor's Parcel**

A PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6; THENCE NORTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 6, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 89°41'48" WEST, 2353.12 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH 89°41'48" WEST, 1181.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 53.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°40'09" WEST, 53.33 FEET; THENCE SOUTH 67°37'42" WEST, 180.30 FEET; THENCE SOUTH 78°18'18" WEST, 24.40 FEET; THENCE SOUTH 80°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.38 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°50'34" WEST, 148.94 FEET; THENCE NORTH 08°42'38" WEST, 87.84 FEET; THENCE SOUTH 78°18'18" WEST, 20.00 FEET; THENCE SOUTH 08°42'38" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°28'24" WEST, 168.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°38'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 152.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°16'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°35'50" WEST, 63.35 FEET; THENCE NORTH 64°04'10" WEST, 20.00 FEET; THENCE SOUTH 35°35'50" WEST, 80.00 FEET; THENCE SOUTH 64°04'10" EAST, 20.00 FEET; THENCE SOUTH 35°35'50" WEST, 449.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°48'14" WEST, 23.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.88 FEET; THENCE NORTH 56°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°06'18" WEST, 20.00 FEET; THENCE SOUTH 56°53'41" EAST, 112.78 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°28'31" WEST, 223.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°35'48" EAST, 88.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°23'10" WEST, 185.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 215.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°15'21" WEST, 188.00 FEET, TO AN INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 5 AS SURVEYED BY WASHINGTON AND HILLS, DATED 1831; THENCE SOUTH 08°48'52" EAST, ALONG SAID LINE, 81.88 FEET, TO THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 204.00 FEET, AN ARC DISTANCE OF 287.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°43'28" EAST, 284.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°22'10" EAST, 155.95 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 125.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°35'48" WEST, 123.38 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 171.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°34'28" EAST, 161.15 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°42'38" EAST, 100.77 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 34.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°48'14" EAST, 34.10 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°35'50" EAST, 449.05 FEET; THENCE SOUTH 64°04'10" EAST, 20.00 FEET; THENCE NORTH 35°35'50" EAST, 80.00 FEET; THENCE NORTH 64°04'10" WEST, 20.00 FEET; THENCE NORTH 35°35'50" EAST, 53.35 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 181.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°18'01" EAST, 179.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 08°38'12" EAST, 204.17 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 383.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°27'12" EAST, 383.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°41'48" EAST, 1108.80 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 86.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°16'12" EAST, 77.78 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°18'12" EAST, 6.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.88 ACRES, MORE OR LESS.

EXHIBIT "B"**Legal Description of FIND Parcel**

A portion of Section 19, together with portions of Sections 49 and 6, all in Township 2 North, Range 28 East, Nassau County, Florida, being a portion of lands described and recorded in Official Records Book 138, pages 277-278, Official Records Book 411, page 11 and Official Records Book 411, page 594, all of the public records of Nassau County, Florida, being more particularly described as follows:

Commence at a U.S. Army Corp. of Engineers Disk IWH-9 (1978), on the West bank of the Intracoastal Waterway; thence North 15°14'42" East, 1431.10 feet; thence North 14°36'36" East, 692.80 feet, to an intersection with the approximate high water line as field located January 18, 1987 and as shown on map of specific purpose Survey by Sunshine State Surveyors, Inc., File Number 87K-2218, and the point of beginning; thence Northerly, Northeasterly, Easterly, Southeasterly, Southerly and Southwesterly along said approximate high water line to the intersection with a line which bears North 83°41'24" East, 1421.52 feet from the aforesaid point of beginning; thence South 83°41'24" West, 1421.52 feet to the point of beginning.

EXHIBIT "C"

Sketch of Easement Area

**Crane Island Access Road
FIND Agreement Exhibit C**

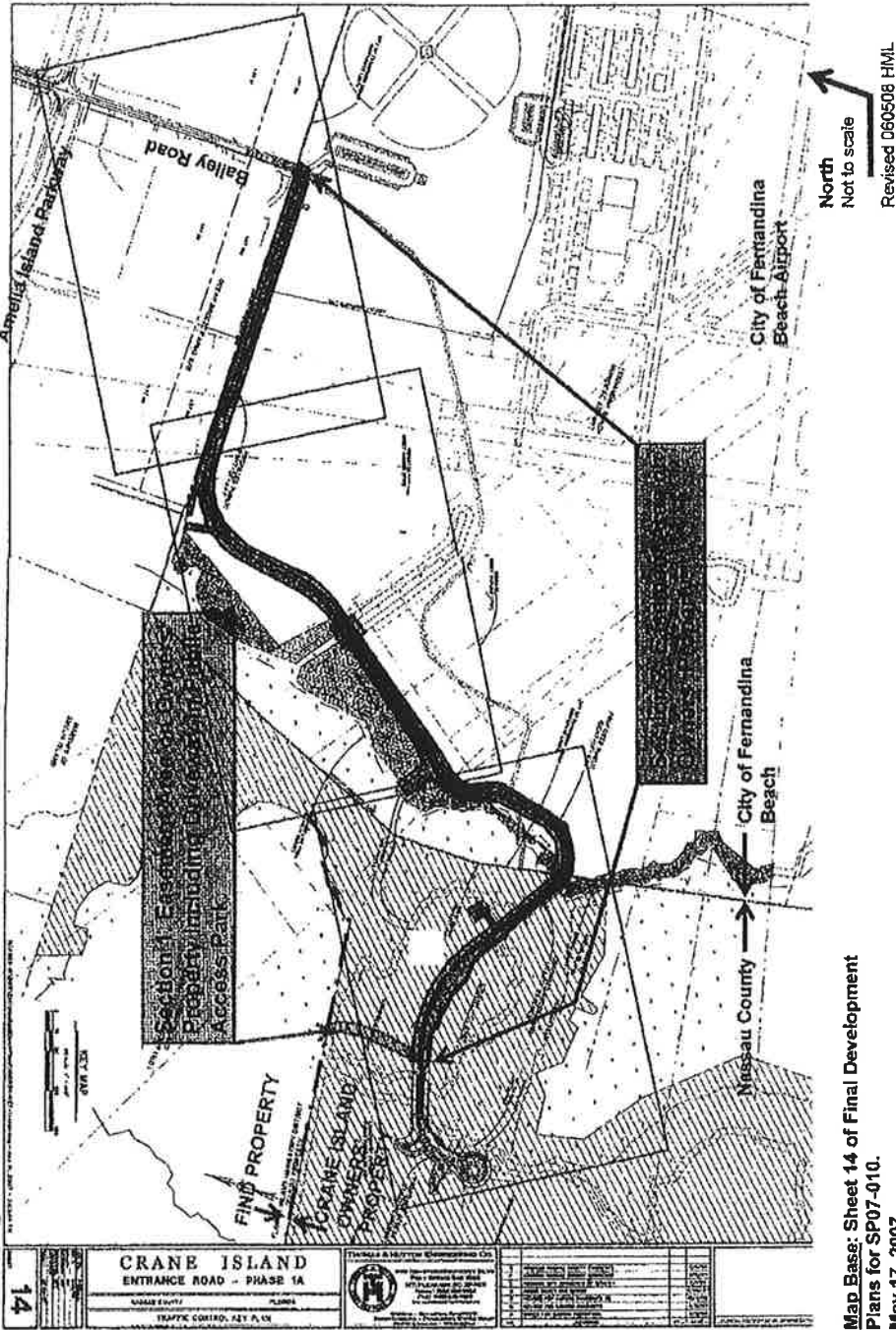


EXHIBIT "D"**Legal Description of Easement Area**

A PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 6, TOWNSHIP 2 NORTH, RANGE 30 EAST, HASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6; THENCE NORTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 6, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1 NORTH 89°41'48" WEST, 2353.11 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2 CONTINUE NORTH 89°41'48" WEST, 1181.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 53.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°40'09" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 150.30 FEET; THENCE SOUTH 79°18'18" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.50 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°50'54" WEST, 148.54 FEET; THENCE NORTH 09°42'34" WEST, 87.84 FEET; THENCE SOUTH 79°18'18" WEST, 20.00 FEET; THENCE SOUTH 09°42'36" EAST, 154.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°26'24" WEST, 168.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°38'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 152.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°18'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°53'50" WEST, 53.33 FEET; THENCE NORTH 54°54'10" WEST, 20.00 FEET; THENCE SOUTH 33°53'50" WEST, 80.00 FEET; THENCE SOUTH 54°54'10" EAST, 20.00 FEET; THENCE SOUTH 33°53'50" WEST, 449.08 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 23.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°46'14" WEST, 23.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 48°42'34" WEST, 87.84 FEET; THENCE NORTH 54°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°53'41" WEST, 20.00 FEET; THENCE SOUTH 54°53'41" EAST, 112.79 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°28'31" WEST, 223.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST, THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°33'48" EAST, 88.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°21'10" WEST, 103.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 215.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°15'21" WEST, 198.00 FEET, TO AN INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 2, AS SURVEYED BY WASHINGTON AND WELLS, DATED 1831; THENCE SOUTH 09°48'32" EAST, ALONG SAID LINE, 81.86 FEET, TO THE ARC OF A CURVE TO THE NORTHEAST, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 204.00 FEET, AN ARC DISTANCE OF 287.34 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°43'26" EAST, 244.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°28'10" EAST, 155.89 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 113.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°25'48" WEST, 123.38 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 171.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°34'28" EAST, 181.15 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°42'34" EAST, 150.77 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 34.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°48'14" EAST, 34.10 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°53'50" EAST, 449.08 FEET; THENCE SOUTH 54°54'10" EAST, 20.00 FEET; THENCE NORTH 39°53'50" EAST, 80.00 FEET; THENCE NORTH 54°54'10" WEST, 20.00 FEET; THENCE NORTH 39°53'50" EAST, 33.33 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 360.00 FEET, AN ARC DISTANCE OF 181.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°18'01" EAST, 178.63 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 08°28'12" EAST, 204.17 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 264.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 46°27'12" EAST, 353.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°41'48" EAST, 1108.60 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 66.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°18'12" EAST, 77.76 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°18'12" EAST, 6.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.68 ACRES, MORE OR LESS.

Plus

EXHIBIT "D" CONTINUED**Legal Description of Easement Area**

A PORTION OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8; THENCE NORTH 89°41'48" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 8, A DISTANCE OF 3514.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 83.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°40'08" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 180.30 FEET; THENCE SOUTH 78°18'18" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.39 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 181.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°35'34" WEST, 149.94 FEET; THENCE NORTH 09°42'38" WEST, 87.84 FEET; THENCE SOUTH 79°18'18" WEST, 20.00 FEET; THENCE SOUTH 09°42'38" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°28'24" WEST, 169.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°38'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 162.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°18'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°55'50" WEST, 53.35 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 60.00 FEET; THENCE SOUTH 84°04'10" EAST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 449.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°48'14" WEST, 23.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.98 FEET; THENCE NORTH 58°33'41" WEST, 117.11 FEET; THENCE SOUTH 33°08'19" WEST, 20.00 FEET; THENCE SOUTH 58°33'41" EAST, 112.79 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°28'31" WEST, 223.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°35'48" EAST, 86.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°22'10" WEST, 155.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 215.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°18'27" WEST, 188.00 FEET TO THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 8, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831, A POINT ON THE ARC OF SAID CURVE, AND THE POINT OF BEGINNING; THENCE WESTERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 78.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°44'17" WEST, 79.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°37'17" WEST, 176.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 17.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°24'19" WEST, 17.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 54°11'20" WEST, 186.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE WEST; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 528.00 FEET, AN ARC DISTANCE OF 310.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°06'23" WEST, 308.12 FEET; THENCE SOUTH 00°01'25" EAST, 60.00 FEET TO THE ARC OF A CURVE TO THE EAST; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 488.00 FEET, AN ARC DISTANCE OF 275.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°08'23" EAST, 271.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 58°11'20" EAST, 168.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 13.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°24'19" EAST, 13.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°37'17" EAST, 176.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE EAST; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 204.00 FEET, AN ARC DISTANCE OF 125.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°18'17" EAST, 123.71 FEET TO THE AFORESAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 8, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE NORTH 09°46'32" WEST, ALONG LAST SAID LINE, 61.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.04 ACRES, MORE OR LESS.

Plus

EXHIBIT "D" CONTINUED**Legal Description of Easement Area**

A PORTION OF SECTIONS 8 AND 49, TOWNSHIP 2 NORTH, RANGE 28 EAST, HASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8; THENCE NORTH 89°41'48" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 8, A DISTANCE OF 3514.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 83.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°40'09" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 180.30 FEET; THENCE SOUTH 78°19'18" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.38 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53°53'54" WEST, 119.84 FEET; THENCE NORTH 09°42'36" WEST, 87.84 FEET; THENCE SOUTH 78°19'18" WEST, 20.00 FEET; THENCE SOUTH 09°42'36" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°28'24" WEST, 188.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°38'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 152.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°18'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°53'50" WEST, 53.35 FEET; THENCE NORTH 84°10'41" WEST, 20.00 FEET; THENCE SOUTH 33°53'50" WEST, 80.00 FEET; THENCE SOUTH 54°10'41" EAST, 20.00 FEET; THENCE SOUTH 33°53'50" WEST, 448.03 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°49'14" WEST, 23.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.88 FEET; THENCE NORTH 54°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°04'18" WEST, 20.00 FEET; THENCE SOUTH 54°53'41" EAST, 112.70 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°28'31" WEST, 223.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°33'44" EAST, 84.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°22'10" WEST, 158.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 291.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°22'27" WEST, 244.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°37'17" WEST, 178.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 17.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°18'18" WEST, 17.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 84°11'20" WEST, 108.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE WEST; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 628.00 FEET, AN ARC DISTANCE OF 280.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°27'43" WEST, 277.12 FEET TO THE ARC OF A CURVE TO THE NORTHWEST AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 65.84 FEET, AN ARC DISTANCE OF 136.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°48'49" WEST, 122.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 98.11 FEET, AN ARC DISTANCE OF 118.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 46°30'18" WEST, 109.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 187.91 FEET, AN ARC DISTANCE OF 87.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°30'40" WEST, 86.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTH; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 78.83 FEET, AN ARC DISTANCE OF 88.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°29'35" WEST, 88.18 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 354, PAGE 1089 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 30.32 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 109.63 FEET, AN ARC DISTANCE OF 80.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°45'43" EAST, 87.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 127.81 FEET, AN ARC DISTANCE OF 70.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°30'40" EAST, 88.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 128.11 FEET, AN ARC DISTANCE OF 183.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°30'18" EAST, 143.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.84 FEET, AN ARC DISTANCE OF 91.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°23'36" EAST, 81.27 FEET TO THE ARC OF A CURVE TO THE EAST; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 528.00 FEET, AN ARC DISTANCE OF 30.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°22'40" EAST, 30.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,204 SQUARE FEET, MORE OR LESS.

EXHIBIT "E"

FIND Standard Temporary Lease Form

TEMPORARY LEASE AGREEMENT

This TEMPORARY LEASE AGREEMENT ("LEASE") is made and entered into this _____ day of _____, 200X, between "the Parties, the Florida Inland Navigation District, an independent special district existing under the laws of the State of Florida (the "DISTRICT"), and _____, Inc., ("LESSEE").

WITNESSETH:

WHEREAS, DISTRICT is the owner in fee simple of a parcel of land in Palm Beach County, Florida, designated as Dredged Material Management Area NA-1 which will be used by DISTRICT and the United States for the improvement and maintenance of the Atlantic Intracoastal Waterway from St. Marys River, Florida to the Miami Harbor, Florida and holds title subject to an easement granted by it to the United States of America for such use; and

WHEREAS, LESSEE desires to lease from DISTRICT Dredged Material Management Area NA-1, a description of which is attached hereto as Exhibit A and made a part hereof, for the purpose of managing dredged materials from its marina basin and entrance channel as described in Exhibit B subject to said rights of DISTRICT and the United States of America and to the terms and conditions of this Lease, and

WHEREAS, DISTRICT is of the opinion that such use by the LESSEE pursuant to the provisions of this agreement is in the public interest, and

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

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, 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 LESSEE the property hereinafter known as the "Leased Premises" 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 LESSEE 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 THE LEASED PREMISES: The Leased Premises which is subject to this lease, is situated in Nassau County, State of Florida, as described in Exhibit A, attached hereto and made a part of this agreement.

5. EXISTING CONDITIONS: LESSEE agrees to accept the Leased Premises in as is condition subject to existing easements and deed restriction.

6. TERM: The term of this LEASE shall be for a _____ () month period. Rent shall be two hundred (\$200.00) dollars per month plus twenty cents (\$0.20) per cubic yard paid in advance. Prepayment of the rent shall not affect in any way the DISTRICT's rights under paragraph 24 below. The lease period shall commence on the date of execution.

7. PURPOSE: LESSEE shall manage the Leased Premises to provide a temporary area for managing dredged materials from its marina basin and entrance channel as described in Exhibit B.

8. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from, and upon the Leased Premises for all purposes that do not conflict with the DISTRICT's and the United States of America's Dredge Material

Management Program, however, use of the property is restricted to day light hours for the quiet enjoyment of the neighboring property owners.

9. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, 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; provided, however, the District acknowledges and agrees that LESSEE may utilize the services of third party LESSEE's, engineers, etc., in performance of the dredging project, and any such third party contracts for such purpose shall require the LESSEE's to abide by the terms and conditions of this Lease Agreement.

11. EASEMENTS: All easements to be granted by LESSEE including, but not limited to, utility easements are expressly prohibited without the prior written approval of DISTRICT. Any easement not approved in writing by DISTRICT shall be void and without legal effect.

12. 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.

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

14. PLACEMENT AND REMOVAL OF IMPROVEMENTS: Any equipment, supplies, or improvements constructed or placed on the property by LESSEE in accordance with a plan approved by the DISTRICT shall be removed by LESSEE at the termination of this LEASE. 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 LESSEE which do not become a permanent part of the Leased Premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this LEASE, pursuant to Paragraph 26 below.

15. INSURANCE BY LESSEE: In consideration for the privilege herein granted, LESSEE shall not claim any damages from the DISTRICT in connection with or on account of, and as between the parties shall be solely responsible for, any injuries or damages arising in or on the Leased Premises while being used by LESSEE and its agents, representatives, and employees. The DISTRICT does not warrant or represent that the Lease Premises are safe or suitable for the purpose for which LESSEE is permitted to use it, and LESSEE assumes all risks in its use. LESSEE, and any contractors and sub-contractors utilized by LESSEE pursuant to this LEASE, shall have public liability and workmen's compensation insurance in the amount of not less than one million dollars (\$1,000,000.00) and shall name DISTRICT and the U.S. Army Corps of Engineers as additional insureds on such policy or policies. LESSEE shall also provide for not less than thirty (30) days' prior written notice to DISTRICT in the event of cancellation thereof. LESSEE, prior to entering upon the subject Premises, shall provide to DISTRICT copies of said insurance policies or certificates of insurance showing conformity with this provision. LESSEE shall provide and keep in force such other insurance and in such amount as may from time to time be required by DISTRICT against such other insurable hazards as at the time are commonly insured against in the case of other premises similarly situated or similarly utilized.

It is specifically understood and agreed that in no event shall DISTRICT or any interest of DISTRICT in the Subject Premises or any portion thereof be liable for or subject to any construction lien or liens for improvements or work made by or for LESSEE; and this Agreement specifically prohibits the subjecting of DISTRICT's interest in the Subject Premises or any portion to any construction lien or liens for

improvements made by LESSEE which LESSEE is responsible for payment under the terms of this Agreement. All persons dealing with LESSEE are hereby placed upon notice of this provision. All memoranda and short forms of this agreement which shall be recorded among any public records shall contain the provisions set forth above in this paragraph; provided, however, nothing contained in this sentence shall permit or authorize the recording of and memorandum or short form of this Agreement other than by DISTRICT.

16. ADDITIONAL INSURANCE: LESSEE shall require any third party contractors, engineers, consultants, etc., to maintain insurance in the amounts and types indicated above and shall furnish the DISTRICT copies of the Certificates of Insurance.

17. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities 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 and all construction liens which may be hereafter lawfully assessed and levied against the Leased Premises, resulting from LESSEE use of the Lease Premises for the purposes provided for herein.

18. NO WAIVER OF BREACH: The failure of DISTRICT to insist in any 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 of 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.

19. NON-DISCRIMINATION: LESSEE shall assure and certify that it will comply with Title IV of the Civil Rights ACT of 1964 (PL 88-352) as amended 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: LESSEE shall be responsible for payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Leased Premises, if needed by LESSEE, and for having the utilities turned off when the Leased Premises are surrendered.

21. COMPLIANCE WITH LAWS: LESSEE agrees that this LEASE is contingent upon and subject to LESSEE 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 to the last address of the party to whom notice is to be given, as designated by such party in writing. DISTRICT and LESSEE hereby designate their address as follows:

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

TO LESSEE:

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

23. BREACH OF COVENANTS, TERMS OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this LEASE, DISTRICT shall give written notice to LESSEE to immediately remedy such breach. In the event LESSEE fails to immediately remedy the breach to the satisfaction of DISTRICT upon receipt of written notice, or longer period if it is not capable of being immediately cured

but LESSEE has commenced the cure, DISTRICT may either terminate this LEASE and recover from LESSEE 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; or maintain this LEASE in full force and effect and exercise all rights and remedies herein conferred upon DISTRICT.

24. DAMAGE TO THE PREMISES: LESSEE 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. Any alterations to the property caused by the LESSEE shall be restored to their original conditions.

25. HAZARDOUS MATERIALS: LESSEE agrees that, during the term of this lease, it:

A. Shall keep or cause the Leased Premises to be kept free of hazardous wastes or substances.

B. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of LESSEE or any assignees, a release of hazardous wastes or substances onto the Leased Premises.

C. Shall comply with and ensure compliance by its employees and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.

D. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act,

Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

E. Shall immediately provide DISTRICT with notice of any release or threatened release of hazardous waste within the Leased Premise, and shall immediately provide DISTRICT with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste within the Leased Premises.

F. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Leased Premises, arising from LESSEE' use of the Leased Premises.

26. SURRENDER OF PREMISES: Upon termination or expiration of this LEASE, LESSEE, shall surrender the Leased Premises to DISTRICT. Upon termination or expiration of this LEASE, all structures permanently affixed to the land and all improvements made will become the property of the DISTRICT, provided, however, that if any structures are such, in the DISTRICT'S determination, that they can be moved without harm to the area where situated then the LESSEE may, within ten (10) days following termination of the LEASE, remove the same. Upon final termination, the property must be left in essentially the same condition as when it was first leased to the LESSEE, 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. LESSEE 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. DUPLICATE ORIGINALS: This LEASE is executed in duplicate originals, each of which shall be considered an original for all purposes.

30. 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.

31. MAINTENANCE OF IMPROVEMENTS: LESSEE 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 building and safety codes in the location situated.

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

33. 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.

34. ATTORNEY'S FEES: In the event of any litigation arising out of or resulting from this LEASE, the venue of such litigation shall be had only in the state courts in Palm Beach County, Florida. The prevailing party in such litigation shall be entitled to its costs and reasonable attorney's fees (at trial, appellate, and post-judgment proceeding levels).

[intentionally left blank]

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

ATTEST:

BY: _____ BY: _____
Its _____
LESSEE

ATTEST: FLORIDA INLAND NAVIGATION
DISTRICT

BY: _____ BY: _____
Executive Director

EXHIBIT F

CRANE ISLAND - FIND ACCESS ROAD AGREEMENT

Estimated roadway costs for acquisition, permitting, design and construction and FIND estimated share of the costs

Approval or Action	Total Estimated Cost	Total FIND Required Costs
Amendment to Airport Layout Plan including:		
- Processing and approval of DEIS by FAA - Montgomery	\$ 125,000	\$ 125,000
- Environmental Support on FAA FONSI - ESI	\$ 2,885	\$ 2,885
- Litigation with City of Fernandina Beach to obtain right-of-way across airport - Jacobs *	\$ 375,000	0
- Legal Fees - Lewis-Longman-Walker		
- St. Johns River Water Management District and USCOE Permits for road - ESI	\$ 25,579	\$ 25,579
- Civitas Management Fees Attributable to Road, 1989 - 2007	\$ 129,827	\$ 129,827
- AIC Management Fees Attributable to Road	\$ 15,000	\$ 15,000
- Surveying	\$ 40,000	\$ 40,000
Access Road Design and Approval:		
- Engineering Design of Access Road - Thomas & Hutton	\$ 202,931	\$ 131,905
- Engineering Design of Access Road - Gillette Associates	\$ 68,000	\$ 44,200
- Approval by Nassau County - T&H	\$ 10,000	\$ 10,000
- Approval by City of Fernandina Beach - Gillette	\$ 10,000	\$ 10,000
- Approval by City of Fernandina Beach - Landers	\$ 8,000	\$ 8,000
Access Road Construction:		
- FAA Safety Notice - Montgomery	\$ 7,700	\$ 7,700
- CoE Commencement of Construction Notice	\$ 500	\$ 500
- SJRWMD Commencement of Construction Notice	\$ 500	\$ 500
- Security fencing, erosion control, clearing and grubbing, stabilized road base, stormwater from T&H Estimate *	\$ 1,500,000	\$ 975,000
- Bridge - York Bridge Proposal *	\$ 997,527	\$ 648,393
Cost of Right-of-Way over City of Fernandina Beach property	\$ 707,000	\$ 381,000
Right-of-Way Owned by Owners of Crane Island	\$ 135,800	\$ 77,400
TOTAL	\$ 4,380,829	\$ 2,632,489

Notes

¹ The District can not be a part of this expense, we probably would not have incurred these costs.

² These costs are at 65% of the total cost which is the District's estimate of our need.

³ These are the District's appraisal values.

⁴ Note that these costs do not include black top and other road costs that are for residential use only

Upland Land Area		
- Crane Ownership - Acres	71.58	71.58
- FIND Ownership - Acres	38.5	38.5
Total - Acres	110.08	110.08
Percent in Crane Ownership	85.0%	85.0%
Percent in FIND Ownership	35.0%	35.0%

FIND Compensation based on percent of upland ownership \$ 1,525,181 \$ 920,694

Record and Return to:
 This instrument prepared by:
 Jacobs & Associates, P.A.
 961687 Gateway Blvd., Suite 201-I
 Fernandina Beach, FL 32034

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, JANE T. WILLIS, Trustee of the JANE T. WILLIS LIVING TRUST, the mortgagee under that certain Mortgage dated March 13, 2006, and recorded at Official Records Book 1435, page 1231, of Nassau County, Florida, hereby consents and joins in the foregoing Easement Agreement, and subordinates its mortgage lien encumbering all or any part of the property (as more fully described in said Agreement) to the Easement Agreement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 20 day of November, 2008.

Witnesses:

David M. Born
 Printed Name: David M. Born

Jane T. Willis
 JANE T. WILLIS, Trustee

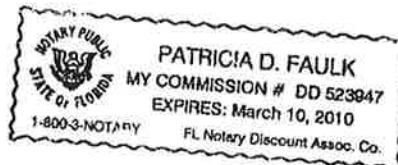
Patricia D. Faulk
 Printed Name: PATRICIA D FAULK

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of November, 2008, by JANE T. WILLIS, Trustee, who is personally known to me or who produced as identification, and who did not take an oath.

Patricia D. Faulk
 Notary Public
 My Commission Expires:



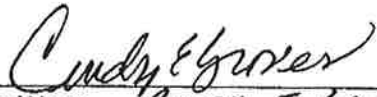
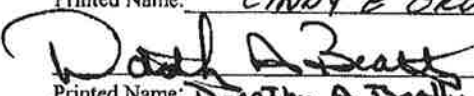
Record and Return to:
 This instrument prepared by:
 Jacobs & Associates, P.A.
 961687 Gateway Blvd., Suite 201-I
 Fernandina Beach, FL 32034

CONSENT AND JOINDER OF MORTGAGEE

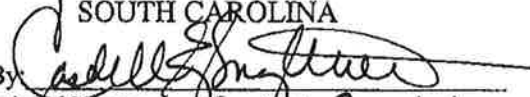
The undersigned, THE NATIONAL BANK OF SOUTH CAROLINA, the mortgagee under that certain Mortgage dated August 22, 2007 and recorded August 28, 2007 in Official Records Book 1521, page 1850, of Nassau County, Florida, hereby consents and joins in the foregoing Easement Agreement, and subordinates its mortgage lien encumbering all or any part of the property (as more fully described in said Agreement) to the Easement Agreement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 24th day of November, 2008.

Witnesses:


 Printed Name: CINDY E GROVES

 Printed Name: Dorothy A Beatty

THE NATIONAL BANK OF
 SOUTH CAROLINA

By: 
 Printed Name: Casdell Singleton
 Its: Avp

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 24th day of November, 2008, by Casdell Singleton, the Avp of The National Bank of South Carolina, the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that CASDELLE SINGLETON was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.


 Notary Public
 My Commission Expires: 4-6-15

May 7, 2012

David K. Roach
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Re: Proposal for Seagrass Mitigation Area Identification, ICWW in Martin County

Dear Mr. Roach:

Per your request, we have prepared the attached scope of services and cost proposal for identification and evaluation of properties potentially available for seagrass mitigation in Martin County. Attachment A provides details of the proposed scope of services. We propose to provide these services for a fixed fee amount of \$23,684. Attachment B provides our costs by task.

If you have any questions concerning this proposal, please contact me at (904) 233-9614.

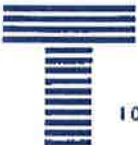
Sincerely,



Steven J. Schropp, Ph.D.
Vice President

:lgr

Attachments



FIND Seagrass Mitigation Site Evaluation – Martin County

Scope of Work

Introduction

Maintenance dredging of Florida's Intracoastal Waterway (ICWW) requires compliance with state and federal environmental planning and regulatory programs. Mitigation for dredging operations' adverse impacts to environmental resources is part of such compliance. One of the most difficult environmental impacts to mitigate is damage to seagrass. Seagrass occurs in the vicinity of the ICWW from Brevard County south through Dade County. Impacts to seagrass may result from dredging site operations and pipeline placement and operation. Mitigation for seagrass impacts may be quite costly for individual dredging projects and may cause substantial delays in acquisition of environmental permits and implementation of maintenance dredging. Anticipating need for seagrass mitigation, the Florida Inland Navigation District (FIND) wants to identify areas under its control that may serve as seagrass mitigation sites.. The scope of work below describes a pilot effort to identify such properties for the Martin County segment of the ICWW.

Task 1. Inventory Properties and Easements

Taylor Engineering will identify parcels owned by or under easement to FIND and the USACE which contain potentially suitable seagrass mitigation areas. We will create GIS coverages locating the parcels. We will obtain recent aerial photographs of the properties and prepare GIS coverages of the photographs. We will identify properties potentially suitable for seagrass mitigation by overlaying the property boundaries on the aerial photographs and determining which properties contain uplands that can be excavated or excavated areas that can be filled to create suitable conditions for seagrass colonization.

Task 2. Characterize Properties w/ Mitigation Potential

For those properties as potentially suitable for mitigation in Task 1, we will map aquatic and terrestrial habitats based on examination of the aerial photographs. For each property we will, to the extent possible, identify land and aquatic cover by FLUCCS code and determine the area apparently suitable for seagrass mitigation. All mapping will derive from evaluation of the aerial photographs; this scope of work does not include field verification of the photographic signatures. We will create a GIS coverage showing the mapped habitats, locations of potential seagrass mitigation areas, and estimated seagrass mitigation acreage.

Task 3. Report and Deliverables

Taylor Engineering will describe the results of this work in a letter report. The report will include a tabular listings of all properties considered and the characteristics of properties identified as containing potentially suitable seagrass mitigation areas. Digital files of the GIS coverages will accompany the report.

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2011-198: FIND SEAGRASS MITIGATION PLAN - MARTIN COUNTY

TASK 1: Inventory Properties and Easements

<i>Labor</i>	Hours	Cost	Task Totals
R. Bruce Taylor, Ph.D.	1.0	306.00	
Vice President	3.0	555.00	
Senior Advisor	1.5	272.58	
Director	4.0	616.00	
Senior Professional	18.0	2,322.00	
Senior GIS Technician	40.0	3,840.00	
Administrative	1.0	56.00	
Total Man-Hours	68.5		
Labor Cost			7,967.58
<i>Non-Labor</i>	Units	Cost	
Scan USACE property maps	1.0	100.00	
Fee @ 10.0%		10.00	
Total Non-Labor Cost			110.00
<i>Total Task 1</i>			8,077.58

TASK 2: Characterize Properties

<i>Labor</i>	Hours	Cost	Task Totals
R. Bruce Taylor, Ph.D.	1.0	306.00	
Vice President	2.5	462.50	
Senior Advisor	1.0	177.00	
Director	6.5	1,001.00	
Senior Professional	38.0	4,902.00	
Senior GIS Technician	34.0	3,264.00	
Total Man-Hours	83.0		
Labor Cost			10,112.50
<i>Total Task 2</i>			10,112.50

TASK 3: Letter Report

<i>Labor</i>	Hours	Cost	Task Totals
R. Bruce Taylor, Ph.D.	1.5	459.00	
Senior Advisor	1.5	265.50	
Director	4.5	693.00	
Senior Professional	20.0	2,580.00	
Technical Editor	1.5	148.50	
Senior GIS Technician	12.0	1,152.00	
Administrative	3.5	196.00	
Total Man-Hours	44.5		
Labor Cost			5,494.00
<i>Total Task 3</i>			\$ 5,494.00

Project Total \$ 23,684.08

May 8, 2012

MEMORANDUM

TO: David Roach, Executive Director
Mark Crosley, Assistant Executive Director

FROM: Jim Davenport

SUBJECT: Federal Legislative Update

On April 25, 2012, the House Appropriations Committee marked up the fiscal year (FY) 2013 Energy and Water Development Appropriations Bill (H.R. 5325), and the Senate Appropriations Committee marked up its bill (S. 2465) the following day. The Army Corps of Engineers would receive \$4.8 billion in the House bill, a \$188 million reduction from FY 2012 levels but \$83 million more than the Administration's request. As you know from our email, the House bill included \$11.778 million for "other authorized project purposes", which we believe could serve as a funding source for maintenance dredging of the Atlantic Intracoastal Waterway (AIWW) and Intracoastal Waterway (IWW). No specific language was included for "Inland Waterways" in the House bill.

The Senate Energy and Water Appropriations Bill provides \$5.007 billion for the Army Corps of Engineers, which is \$276 million above the President's budget request and \$5 million above fiscal year 2012. The bill appropriated \$2.404 billion for Operations and Maintenance activities, which is \$8 million below FY 2012. As you know from our email, the bill included funding categories that could be utilized for maintenance dredging of the AIWW and IWW. The categories are as follows:

- NAVIGATION MAINTENANCE - \$5 million
- INLAND WATERWAYS - \$12 million
- SMALL, REMOTE, OR SUBSISTENCE NAVIGATION - \$30 million
- OTHER AUTHORIZED PURPOSES - \$5 million

The bill also included the following language, which highlights the Committee's concern with the Corps criteria for navigation maintenance:

The Committee is concerned that the administration's criteria for navigation maintenance does not allow small, remote, or subsistence harbors and waterways to properly compete for scarce navigation maintenance funds. The Committee urges the Corps to revise the criteria used for determining which navigation maintenance projects are funded in order to develop a reasonable and equitable allocation under this account. The criteria should include the economic impact that these projects provide to local and regional economies, in particular, those with national defense or public health and safety importance.

Seemingly, an emphasis on "economic impact" would better position the AIWW and IWW for Corps funding.

We expect the House and Senate Energy and Water Appropriations Bills to be taken up by the House and Senate in June. Then the House and Senate will go to conference to work out differences in the bills. We will work to maximize funding for all categories that could be accessed for maintenance dredging of inland waterways.

Subsequent to passage of the conference report, we will ask FIND's congressional delegation to contact the Corps to seek funding for FIND's projects in the FY 2013 Work Plan.

We will continue to update you on the status of the Energy and Water Appropriations Bills.