

**Land Acq. & Mgmt.
Committee Meeting
January 18, 2013**

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT's Land Acquisition & Management Committee Meeting

**Following the Board Meeting
Friday, January 18, 2013**

**Hampton Inn
214 Flagler Avenue, New Smyrna Beach,
Volusia, Florida.**

**Committee Members
Chair Spencer Crowley
Commissioners Bruce Barkett, Carl Blow, Tyler Chappell & Aaron Bowman**

Item 1. Call to Order.

Chair Crowley will call the meeting to order.

Item 2. Roll Call.

Assistant Executive Director Mark Crosley will call the roll.

Item 3. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND - Approval of a final agenda.

Item 4. DMMA LT-4A Agricultural Lease Extension, Palm Beach County.

The District previously entered into a 2 year lease with Sugar Cane Services to continue farming sugar cane on the property. That lease has come to an end and the tenant has requested a 2 year lease extension.

(see back up pages 3 - 18)

RECOMMEND Approval of a 2 year lease extension to Sugar Cane Services for DMMA
LT-4A.

Item 5. **MSA 727B-Alsdorf Park Utility Easement, Broward County.**

The District owns MSA 727B and leases the property to the City of Pompano Beach for use as a boat ramp/park known as Alsdorf Park. The Board has also approved a City sub-lease to the U.S. Coast Guard Auxiliary for a small modular building. The District has designated MSA 727B as a Long Term Transfer Site for the management of maintenance dredge materials from Dredging Reach 2 of the ICW in Broward County. This reach has a minimal 50 year dredging requirement of 5,421 cyds.

The Coast Guard building requires an easement to be granted to FP&L for the power line installation. The City has not identified the exact location of the requested easement yet, however there is some urgency to getting the power so staff has placed this on the agenda. Staff will review the proposed easement location to ensure it does not impact our future use.

(see back up page 19)

RECOMMEND Approval of an FP&L easement for the Coast Guard Auxiliary Building at Alsdorf Park subject to the easement location not affecting the District's future use of the property.

Item 6. **Release of MSA's 114, 114A, 500AE-1 and 500AE-2, Duval County.**

The owner of MSA's 114, 114A, 500AE-1 and 500AE-2, the WIDAN Corporation, has requested the release of these easements. They have never been used for and are not needed for dredge material management in accordance with our Dredge Material Management Plan.

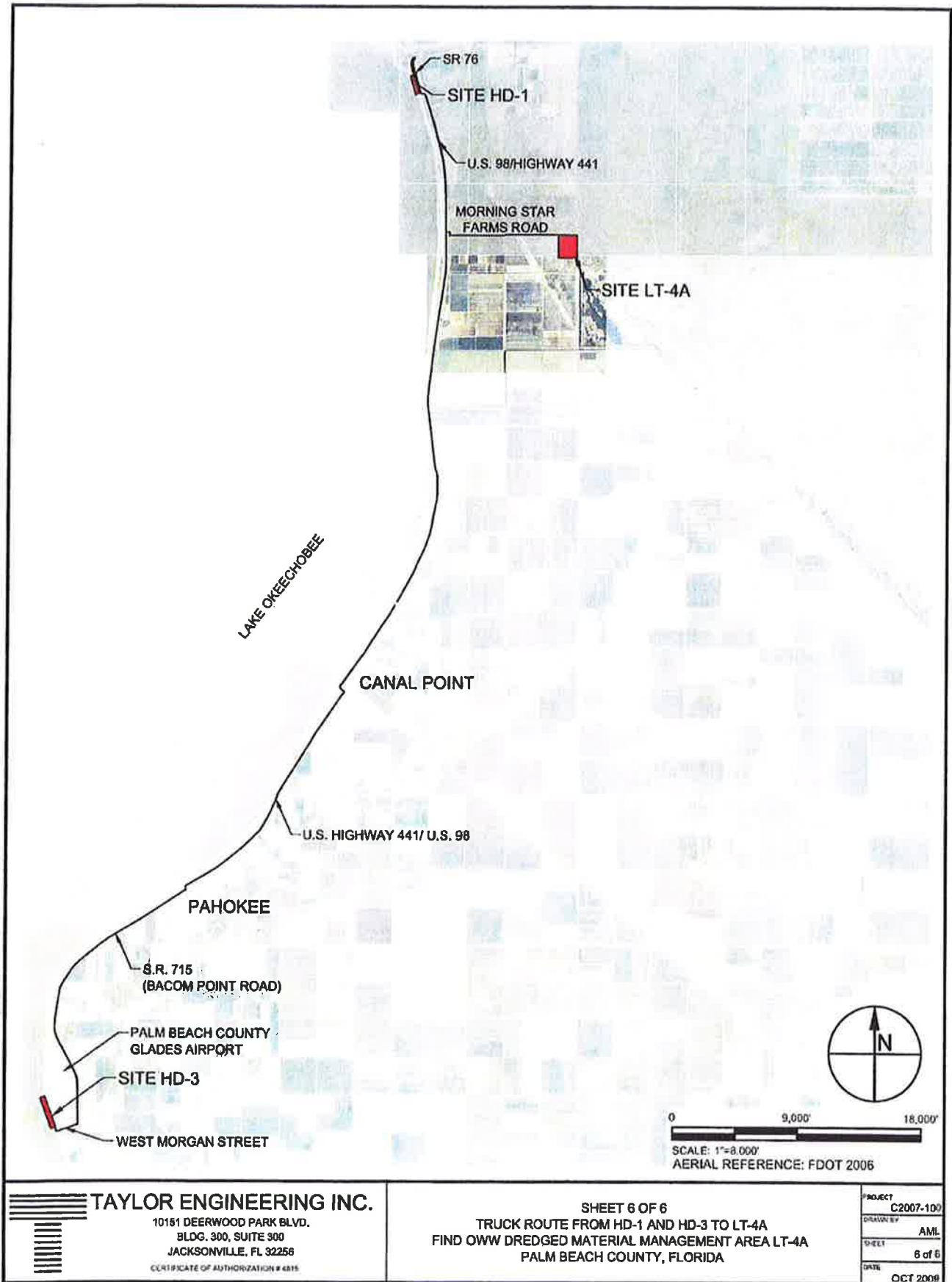
(see back up pages 20 - 23)

RECOMMEND Approval of the release of MSA's 114, 114A, 500AE-1 and 500AE-2 in accordance with our Easement Release Policy and subject to Corps of Engineers concurrence.

Item 7. **Additional Staff Comments and Additional Agenda Items.**

Item 8. **Commissioners Comments.**

Item 9. **Adjournment.**



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

MARTIN CO
PALM BEACH CO

O K E E C H O B E E

ELEVATION 16

WATERWAY

PUMP

BM

25

FLORIDA

L 40.5
T 41 S

SITE LT-4A
SECTION: 36
TOWNSHIP: 43S
RANGE: 34E



PALM BEACH COUNTY,
FLORIDA

REFERENCE:
USGS 7.5' QUADRANGLE MAP, PORT
MAYACA, FLORIDA 1971

0 2,000' 4,000'

SCALE: 1" = 2,000'



TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256

CERTIFICATE OF AUTHORIZATION # 4815

SHEET 1 OF 6
LOCATION MAP
FIND OWW DREDGED MATERIAL MANAGEMENT AREA LT-4A
PALM BEACH COUNTY, FLORIDA

PROJECT	C2007-100
DRAWN BY	AML
SHEET	1 of 6
DATE	OCT 2009

TO U.S. HWY 441/ U.S.98

MORNING STAR FARMS ROAD

EXISTING
ACCESS
ROAD

510

2156

310/
643

2156

PIPELINE
EASEMENT

814

APPROXIMATE LOCATION
UNDERGROUND GAS LINE

2156

310/
643

2156

FP&L
EASEMENT
O&P DISTRICTSOUTH FLORIDA
WATER
MANAGEMENT
DISTRICT
DUPUIS RESERVE

MARL ROAD

310

2156

310/
643

2156

LT-4A
PROPERTY
BOUNDARY

L-8 CANAL

FLUCCS CODES

310 - HERBACEOUS - 1.71 AC
 310/643 - HERBACEOUS/WET PRAIRIE - 3.19 AC
 510 - AGRICULTURAL DITCHES - 1.85 AC
 814 - ROADS - 1.25 AC
 2156 - SUGAR CANE - 39.88 AC



0 300' 600'

SCALE: 1" = 300'
AERIAL REFERENCE: FDOT 2006**TAYLOR ENGINEERING INC.**

10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION # 4815

SHEET 2 OF 6
 VEGETATION AND LAND USE MAP
 FIND OWW DREDGED MATERIAL MANAGEMENT AREA LT-4A
 PALM BEACH COUNTY, FLORIDA

PROJECT C2007-100
 DRAWN BY AML
 SHEET 2 of 6
 DATE OCT 2009

TEMPORARY LEASE AGREEMENT

This TEMPORARY LEASE AGREEMENT ("LEASE") is made and entered into this 16th day of February, 2011, between "the Parties, the Florida Inland Navigation District, an independent special district existing under the laws of the State of Florida (the "DISTRICT"), and Sugar Cane Services, 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 LT-4A (less Tract H, Lot 27) which will be used by DISTRICT and the United States for the improvement and maintenance of the Okeechobee Waterway in Martin and Palm Beach Counties, Florida and holds title for such use; and

WHEREAS, LESSEE desires to lease from DISTRICT Dredged Material Management Area LT-4A, a description of which is attached hereto as Exhibit A and made a part hereof excepting Tract H Lot 27, for the purpose of growing and harvesting sugar cane as described in Exhibit B subject to said rights of DISTRICT 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 this LEASE should be executed for a limited term at a rental rate 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 Palm Beach County, State of Florida, as described in Exhibit A and consisting of 46.8 acres, attached hereto and made a part of this agreement. Tract H Lot 27 is not part of this LEASE or the Leased Premises.

5. EXISTING CONDITIONS: LESSEE agrees to accept the Leased Premises in as is condition subject to existing easements.

6. TERM: The term of this LEASE shall be for a two (2) year period and may be extended by a written extension agreement. Rent shall be one hundred and fourteen (\$114.00) dollars per acre per year (a total of \$5,335.00 per year) and shall be paid in advance for the year. 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. Expiration or termination of this LEASE shall not entitle the LESSEE to any payment from the DISTRICT for the value of any unharvested crops, except and unless the lease is wrongfully terminated by the DISTRICT.

7. PURPOSE: LESSEE shall manage the Leased Premises for sugar cane cultivation and harvesting as described in Exhibit B and for no other purpose without DISTRICT's written consent.

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 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 parties in the performance of work on the Leased Premises, and any such third party contracts for such purpose shall require the LESSEE's to abide by the terms and conditions of this LEASE.

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 as an additional insured 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 Leased 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 Leased 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 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 when due 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: Sugar Cane Services, Inc.
1797 Bacom Pt. Rd.
Pahokee, Fl. 33476

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. DISTRICT SPECIFICALLY ADVISES LESSEE THAT A PORTION OF THE LEASED PREMISES ARE SUBJECT TO EASEMENTS FOR ELECTRICAL TRANSMISSION LINES AND UNDERGROUND GAS TRANSMISSION LINES. LESSEE SHALL NOT OCCUPY OR USE SAID EASEMENT AREAS IN VIOLATION OF THE TERMS OF SAID EASEMENT OR IN ANY MANNER WHICH COULD DAMAGE THE UTILITY EQUIPMENT OR OTHERWISE CAUSE A DANGEROUS CONDITION. Copies of the easements are available upon request.

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. Specifically, the LESSEE shall not fuel any equipment, store fuel, store pesticides or other chemicals, or mix or transfer pesticides or chemicals on the Leased Premises.

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 Premises, 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's 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. INDEMNIFICATION: LESSEE shall indemnify, defend and hold harmless DISTRICT , its Board of Commissioners, officers and employees from and against any loss, damage, suit, action, liability, cost, expense or judgment arising out of or due to LESSEE's use or occupancy of the Leased Premises .

35. 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).

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

Signed, sealed and delivered
in the presence of:

(1) Susan D. Smith
Susan D Smith
(Typed or Printed Name)

(2) Adena Scamblor
Adena Scamblor
(Typed or Printed Name)

DISTRICT:

FLORIDA INLAND NAVIGATION DISTRICT

By: David Roach
David Roach, Executive Director

Signed, sealed and delivered
in the presence of:

(1) Melanie A. McGahee
MELANIE A. MCGAHEE
(Typed or Printed Name)

(2) Lauren V. Hall
Lauren V. Hall
(Typed or Printed Name)

LESSEE:

SUGAR CANE SERVICES, INC.

By: William R. Kennedy

Name: WILLIAM R. KENNEDY

Title: PRESIDENT

Tract # Lot 27
Not Inclosed

[illegible]

DATE	3/17/09	DATE OF BIRTH	3/11/09
PAGE	2	PAGE	2

PROFESSIONAL SURVEY CONSULTANTS

8745 US HIGHWAY #1
P.O. BOX 761426
MANASSAS, VA 22060
PHONE (773) 368-5554
FAX (773) 366-5165

1500 S.E. 3RD COURT
SUITE 350
DORFIELD BEACH, FL 33441
PHONE (404) 421-6882
FAX (404) 421-0401

LE # 4228

SEE SHEET 1 FOR NOTES

(IN PART)

REC'D *mal*
Page 18
Page 16
DEC 16 2010
FLORIDA INLAND
NAVIGATION DISTRICT

***Sugar Cane Services, Inc.
1797 Bacom Pt. Rd.
Pahokee, FL 33476
561-924-7946 office or 561-924-3338 fax***

November 29, 2010

Mr. David Roach
1514 Marcinski
Jupiter, FL 33477

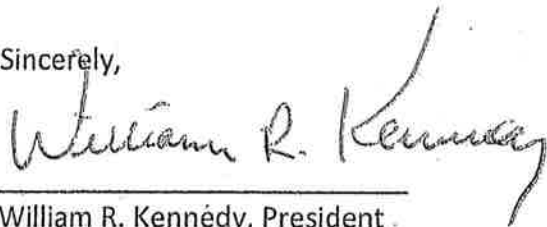
Mr. Roach,

As agreed in our telephone conversation on November 24, 2010, please accept this proposal for the rental of 50 acres of land located in the northwest section of Palm Beach County.

I am a sugar cane farmer and have been growing cane on this land for the past seven years. I am definitely interested in leasing your parcel for the same terms I have with the surrounding land owned by Miller Couse. Mr. Couse and I agreed on \$114.00 per acre plus taxes.

I thank you for your consideration and look forward to hearing from you.

Sincerely,



William R. Kennedy, President
Sugar Cane Services, Inc.



FINN OWNED
Channel
ICW Right-of-Way

MSA 727



Easement Release Data Form

MSA No. 114 A + 500 AE-1 County DUVAL City JAX BEACH
+ 500 AE-2
 Date Acquired 1946 Price Paid \$327.50 Adjusted to Today's Dollars \$3,866.⁵³
 Current Fee Simple Owner WIDAN INVESTMENT CORP.
 Total Size 38.6 Acres Uplands _____ Wetlands ☒ Submerged ☒
 Zoning Designation N/A Comp Plan Designation TIDAL MARSH
 Access NONE AT THIS TIME

Easement Type PERPETUAL Reverter Language ELEVATION OR ABANDONMENT
 Easement Uses Allowed DREDGE MATERIAL, ACCESS, PIPELINE
 Site Usage History NONE Potential for Other Uses NONE

Dredged Material Management Plan Comments

ELIMINATED FROM CONSIDERATION AFTER PRELIMINARY EVALUATION

Dredging Reach Capacity Status

REACH DUVII - EXCESS CAPACITY OF APPROX. 495,000 cu/yds
= 67 YEAR PLANNING WINDOW

Potential for Further Dredged Material or Easement Allowed Uses

NONE

Easement Maintenance and Carrying Cost History NONE

Easement Release Value Per Easement Release Policy \$3,866.⁵³

Other pertinent information about the easement NONE

WiDan Investment Corporation

3600 Vineland Road, Suite 101 Orlando FL 32811-6460

REC'D *MC*

DEC - 5 2012

FLORIDA INLAND
NAVIGATION DISTRICT

December 4, 2012

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

RE: MSA 114A, 500 AE-1, and 500 AE-2 – Request for Release of Easements

Dear David,

Thank you for meeting with Joe Wagner and me to explain the district Policy and Procedure for Release of Maintenance Spoil Area Easements.

This letter requests the release of the MSA 114A, 500 AE-1, and 500 AE-2 easements encumbering the WiDan Corporation property in Duval County.

Response to requested information:

1. Check in the amount of \$250.00 payable to the Florida Inland Navigation District.
 - a. **Enclosed.**
2. Check in the amount of \$1,500 payable to the Treasurer of the United States of America.
 - a. **Enclosed.**
3. Attorney's Certificate of Ownership on the parcel of land encumbered by the easement to be released.
 - a. **Enclosed.**
4. A legal description of the land encumbered by the easement to be released if different from the legal description of the easement.
 - a. **Land to be released is the same as described in the easements.**
5. Certified survey of the land encumbered by the easement to be released if different from the legal description of the easement.
 - a. **Land to be released is the same as described in the easements.**
6. Phase I & II environmental report for the land encumbered by the easement, MacTec #6735-09-9244.
 - a. **Enclosed in the MSA 204 & 204A Request for Release of Easement.**

In addition to the requested information, enclosed please find:

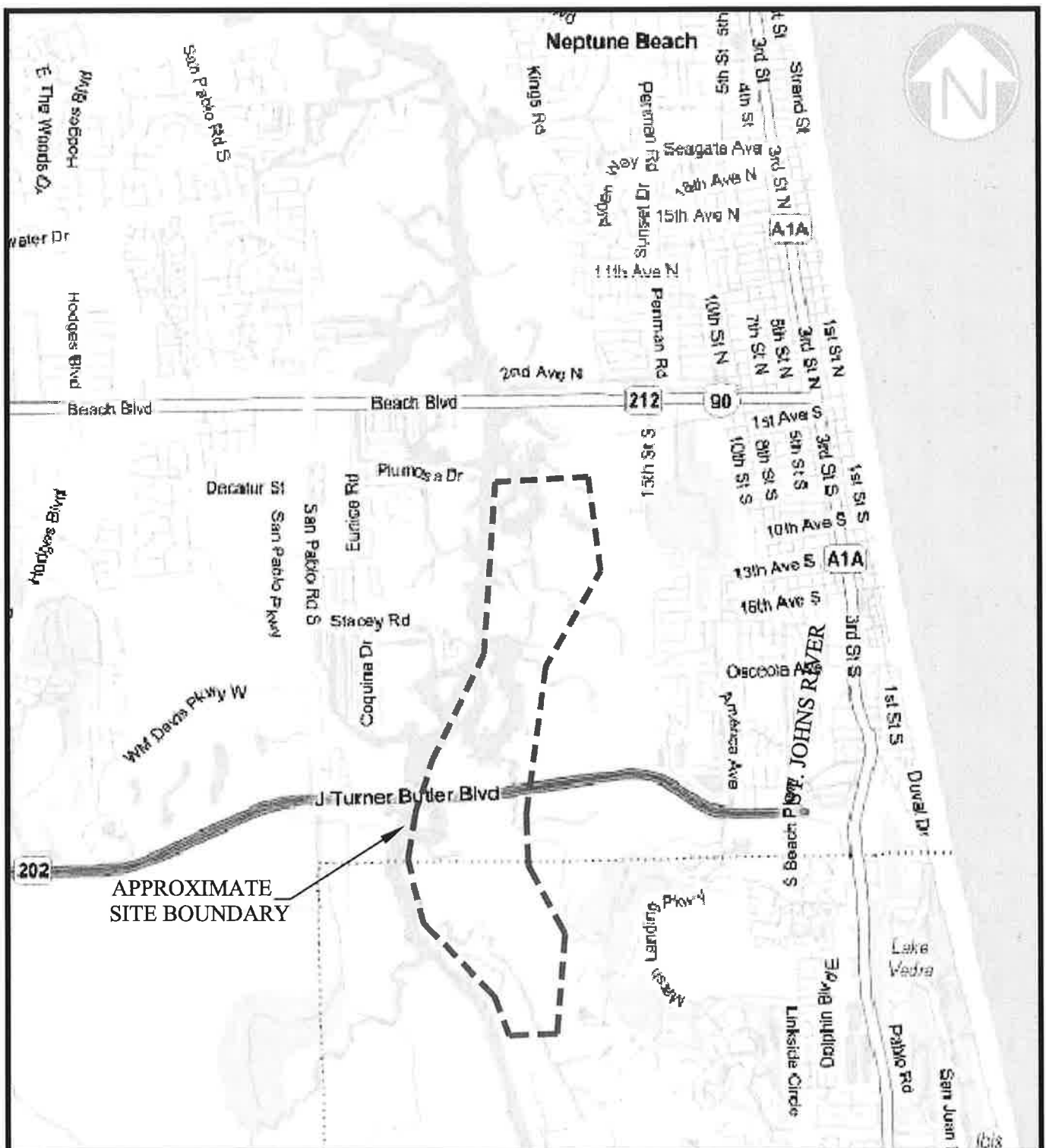
- a. Grant of Easement MSA114A– Deed Book 1171 Page 302 - 303.
- b. Easement 500 AE-1 & 500 AE-2 – OR Volume 3262 Page 1015 - 1017

Thanks for your consideration of this request.

WiDan Investment Corporation



Daniel B. Webb
President



REFERENCE: Street Map
Microsoft Mappoint
Approx. Date: 2007



MACTEC
ENGINEERING & CONSULTING, INC.

3901 CARMICHAEL AVENUE
JACKSONVILLE, FL 32207
(904) 396-5173

SITE LOCATION MAP

Widan Property
J. Turner Butler Blvd. and Intracoastal Waterway
Jacksonville Duval County, Florida

DRAWN: DA	DATE: 7/8/09	SCALE: N.T.S.
CHECKED: AEC	PROJ. NO. 6735-09-9244	FIGURE 1

