

PRELIMINARY AGENDA

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

Following the Board Meeting, Friday, July 19, 2013

**Hampton Inn & Suites
19 S. Second St., Fernandina Beach,
Nassau County, FL, 32034**

Committee Members

**Commissioners Tyler Chappell, Carl Blow, Aaron Bowman, Charlie Isiminger & Spencer
Crowley**

Item 1. Call to Order.

Current Chair Crowley will call the meeting to order.

Item 2. Roll Call.

Assistant Executive Director Janet Zimmerman will call the roll.

Item 3. Election of a Committee Chair.

With the addition of new Commissioners, the recent election of new officers and the re-organization of the committees, the committee will need to elect a new committee chair. The Board's Vice-Chair is typically the chair of this committee.

RECOMMEND: Approval of a Committee Chair.

Item 4. Additions or Deletions.

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

RECOMMEND: Approval of a final agenda.

Item 5. Project Agreement between FIND and Palm Beach County for Shoreline Stabilization at MSA 614-B.

Palm Beach County has leased the referenced property from FIND since 1997 for a publically accessible natural area and now a boater's park as part of the Juno Dunes Natural Area. In 2011, FIND contributed approximately \$1.5M to match the County for improvements at this location to construct the boating access facility. The County is now stabilizing the adjacent shoreline and has requested that FIND participate in stabilizing our property. The property is directly on the Intracoastal Waterway and the project is designed to decrease shoreline erosion and sedimentation at this location. The County will manage the project.

(Please see back up pages 4 - 16)

RECOMMEND: Approval of a Project Agreement with Palm Beach County in the amount not to exceed \$326,115 for rock revetment stabilization at MSA 614-B.

Item 6. Encroachment Agreement for V-26 Pipeline Easement, Volusia County .

The Jacobs family owns a piece of property adjacent to our pipeline easement at Dredge Material Management Area (DMMA) V-26 in Volusia County. The family has requested access over the easement in order to construct a deep-water dock and vessel mooring adjacent to the Intracoastal Waterway (ICW). FIND has worked with the applicant to ensure that the encroachment is removable should we need to use this easement for dredging activities. Our attorney has worked with Mr. Jacobs and drafted this agreement.

(Please see back up pages 18 - 31)

RECOMMEND: Approval of an Easement Encroachment Agreement between FIND and John Jacobs et al. for access over our V-26 pipeline easement in Volusia County.

Item 7. Temporary Use Agreement with Florida Power & Light for Utilization of MSA 617-C.

FPL has requested the temporary use of our primary Dredge Material Management Area MSA 617-C for vehicle parking, equipment and building material storage during the expansion of their corporate headquarters. If approved, FP&L will be required to execute our standard 1-year temporary use agreement.

(Please see back up pages 32 - 42)

RECOMMEND: Approval of a Temporary Use Agreement with FPL for building material storage and temporary parking at MSA 617-C.

Item 8. Additional Staff Comments and Additional Agenda Items.

Item 9. Commissioners Comments.

Item 10. Adjournment.



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.pbegov.org/erm

**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Mayor
Priscilla A. Taylor, Vice Mayor
Hal R. Valeche
Paulette Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

REC'D

MAY 4 - 2013

Florida Inland
Navigation District

May 2, 2013

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

SUBJECT: SHORELINE STABILIZATION - JUNO DUNES NATURAL AREA

Dear Mr. Roach:

Enclosed is a copy of a draft Project Agreement between the Florida Inland Navigation District (FIND) and Palm Beach County Department of Environmental Resources Management (ERM). This agreement would allow ERM to serve as project manager for the stabilization project planned on the shoreline of the 30.15 acre FIND boating basin located on the Juno Dunes Natural Area, which is leased by ERM. As you are aware, this project is designed to alleviate the erosion that occurs along the shoreline of that parcel, and reduce the amount of sand that washes into the Atlantic Intracoastal Waterway in that location. Also included are the Environmental Resources Permits acquired for the project.

Please review these documents and let us know if the project can move forward as planned, or if you would like any modifications. If you have any questions or require any additional information, please do not hesitate to contact me at 561-233-2400, or Frank Griffiths at 561-233-2486.

Sincerely,

Robert Robbins, Director
Environmental Resources Management

RR:fg

Enclosure

DRAFT

**PROJECT AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE FLORIDA INLAND NAVIGATION DISTRICT
FOR
SHORELINE STABILIZATION PROJECT ALONG THE ATLANTIC
INTRACOASTAL WATERWAY ADJACENT TO THE JUNO DUNES NATURAL
AREA IN THE TOWN OF JUNO BEACH**

This Project Agreement ("Agreement") is made and entered into on this ____ day of _____, 2013, by and between the Florida Inland Navigation District, a special taxing District existing under the laws of the State of Florida (the "District"), and Palm Beach County, a political subdivision of the State of Florida (the "County"), hereinafter collectively referred to as "the parties."

WITNESSETH:

WHEREAS, the District is the owner in fee of an approximately 30.15-acre tract of real property located within the boundaries of the Town of Juno Beach in Palm Beach County, Florida, designated as MSA 614B and more specifically described in that Deed recorded in the public records of Palm Beach County, Florida at Book 658 and Page 430 (hereinafter the "District Property"); and

WHEREAS, since August 19, 1997, the County has leased the District Property from the District and managed the property as part of the Juno Dunes Natural Area (the "Natural Area" formerly known as the Juno Hills Natural Area), and the parties have amended the lease agreement so that the County may continue to manage the District Property as part of the Natural Area; and

WHEREAS, the parties wish to complete a shoreline stabilization project consisting of a linear arrangement of limestone boulder revetments and breakwaters on the portion of the District Property abutting the Atlantic Intracoastal Waterway (and the adjacent waters belonging to the state) to prevent silting in the Atlantic Intracoastal Waterway and to restore and protect existing upland areas in the Natural Area (hereinafter referred to as the "Project"); and

WHEREAS, the County has the expertise and the ability to manage and oversee the Project and the District desires to pay the County (on a reimbursement basis) to complete the Project; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately.

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

1. **RECITALS.** The parties hereto acknowledge and agree that the recitals set forth above are true and correct, and are fully incorporated into this Agreement.

2. **PURPOSE OF AGREEMENT/PROJECT.** The parties wish to set forth their desire for the County to complete a shoreline stabilization project consisting of a linear arrangement of limestone boulder revetments and breakwaters on the portion of the District Property abutting the Atlantic Intracoastal Waterway (and the adjacent waters belonging to the state) to prevent silting in the Atlantic Intracoastal Waterway and to restore and protect existing upland areas in the Natural Area and for the District to reimburse the County for the costs of the Project. The Project consists of placement of approximately 2,500 tons of limestone boulders, aligned in a linear arrangement to stabilize approximately 930 feet of the shoreline of the District Property.

3. **PROJECT COST.** The estimated cost of the Project is as follows:

CONSTRUCTION COST ESTIMATE			
ITEM	UNIT COST \$	AMOUNT	TOTAL \$
Turbidity	90/day	10 days	\$900
Mob/demob	24,000	1 each	\$24,000
rock	80/ton	2,500 tons	\$200,000
Filter cloth	9/sy	4,344 SY	\$39,100
Transport (9 miles)	0.75/ton-mile	20,307 ton-miles	\$15,230
TOTAL			\$279,230

PROJECT COST ESTIMATE			
	DISTRICT COSTS	COUNTY COSTS	TOTAL COSTS
Construction (cost base bid)	\$ 279,230	-0-	\$ 279,230
As-built topographic survey (for permit)	\$ 5,000	-0-	\$ 5,000
Engineering, design, permitting, contract administration, construction oversight (15% of construction cost)	\$ 41,885	-0-	\$ 41,885
TOTAL ESTIMATED COST	\$ 326,115	-0-	\$ 326,115

3. **TERM/EFFECTIVE DATE.** This Agreement shall commence upon execution by both parties and shall continue in full force and effect for a period of three (3) years from the date of execution by the parties.

4. **COUNTY'S OBLIGATIONS.**

A. The COUNTY shall be responsible for all management, engineering, permitting, design, surveying and construction necessary to complete the Project.

B. The County shall provide the following deliverables for the Project to the District: environmental resource permits; project design drawings, technical specifications and construction contract; and as-built drawings of the completed project.

C. Upon completion of specific deliverables, the County shall submit invoices for payment to the District. Each invoice shall include a reference to this Agreement, identify the Project, and identify the amount due and payable to the County. The invoice(s) shall be itemized in sufficient detail for audit and shall be supported by copies of any corresponding contractor's invoices. The County's last invoice to the District shall explicitly provide that the invoice is the "Final Invoice" for the Project.

D. If the Project costs exceed the estimate of \$326,115, the County shall seek and obtain written approval from the District before proceeding with the Project.

5. **DISTRICT'S OBLIGATIONS.**

A. The District shall reimburse the County for all costs to complete the Project, which is estimated to be approximately \$326,115.

B. Upon receipt of an invoice from the County, the District shall pay the invoice amount in full within forty-five (45) days. All payments made to the County shall be by check made payable to the Palm Beach County Board of County Commissioners, shall be clearly marked to identify the Project, and shall be mailed to the address provided in Paragraph 6 herein to the attention of the Project Manager.

C. Within five business days of receipt from the County, the District's Project Manager shall review and if acceptable approve in writing the final project design plans for the Project.

6. **PROJECT MANAGERS.**

A. The Executive Director of the District shall serve as the District's Project Manager for this Project. All correspondence, requests for inspections, and invoices for payment shall be directed to him at 1314 Marcinski Road, Jupiter, Florida 33477; Facsimile: 561-624-6480.

B. The Director of the County's Department of Environmental Resources Management shall serve as the County's Project Manager for this Project. All correspondence shall be directed to him at 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411-2743; Facsimile: 561-233-2414.

7. **NOTICES.** All formal notices between the parties shall be deemed received if delivered by hand delivery, facsimile (with confirmation of delivery receipt), or certified mail, return receipt requested, to the party's Project Manager identified in Paragraph 6 of this Agreement. Should any party change its address, written notice of such new address shall promptly be sent to the other party. A copy of all such notice shall also be sent to the following counsel by U.S. Mail:

Shannon Fox, Esq., Palm Beach County Attorney's Office, 301 North Olive Avenue, 6th Floor, West Palm Beach, Florida 33401; and Peter Breton, Moyle, Flanigan, Katz, Breton, White & Krasker, 625 North Flagler Drive - 9th Floor, West Palm Beach, FL 33401.

8. **INDEPENDENT CONTRACTOR.** Each party recognizes that it is an independent contractor and not an agent or servant of the other party. 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, except through and against the entity by whom they are employed.

9. **EQUAL OPPORTUNITY.** The parties agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity, or gender expression be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of the Agreement.

10. **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 all actions, claims or damages arising out of the County's negligence in connection with the Agreement and any amendment hereto, and the District shall indemnify, defend and hold harmless the County against all actions, claims or damages arising out of the District's negligence in connection with the Agreement and any amendment hereto. 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 indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

11. **INSURANCE.** Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the County and the District acknowledge to be insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature. The County and the District agree to maintain or to be insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, either party shall provide an Affidavit or Certificate of Insurance evidencing insurance and/or sovereign immunity status, which the other party agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the County or the District of its liability and obligations under the Agreement or any amendments thereto.

12. **TERMINATION.** If a party fails to fulfill its obligations under this Agreement in a timely and proper manner, the party not in default shall have the right to terminate the Agreement by giving written notice of the deficiency and the party's intent to terminate if not corrected. The party in default shall then have sixty (60) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise agreed by the parties, the party not in default may exercise the right to terminate the Agreement.

13. **FUNDING CONTINGENCY.** The County's performance and obligations under the Agreement and any amendments hereto are contingent upon an annual appropriation by the Board of County Commissioners. The District's performance and obligations under the Agreement and any amendments hereto are contingent upon an annual appropriation by the District's Governing Board. Notwithstanding this contingency, the District shall diligently pursue the approval and procurement of its funding obligation.

14. **ENFORCEMENT COSTS.** 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 provided, however, this clause pertains only to the parties hereto.

15. **RECORDS.** The parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and nonfinancial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. 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 within five (5) years from the date of final payment under this Agreement and 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.

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

17. **WAIVER/BREACH.** It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provision.

18. **DISPUTES.** Disputes under this Agreement may be resolved by the parties' Project Managers named in Paragraph 6 of this Agreement. If the Project Managers are unable to reach a resolution, the parties may select a mediator mutually acceptable to both parties to

conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree that each party shall be responsible for its respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

19. **CONSTRUCTION.** No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement including but not limited to any citizen or employee of the county and/or the District.

20. **INCORPORATION BY REFERENCE.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

21. **COMPLIANCE WITH LAW.**

A. The parties shall comply with any applicable federal, state and local rules and regulations in providing services under this Agreement. The parties further agree to include this provision in any subcontracts issued as a result of this Agreement.

B. The parties, by their execution of this Agreement, acknowledge and attest that neither they nor, to the best of their knowledge, any of their suppliers, contractors, or consultants who shall perform work on the Project are on the convicted vendor list. The parties further understand and accept that this Agreement shall be either void or subject to immediate termination by the other parties in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. In the event of such termination, the party not in default shall not incur any liability to the defaulting party for any work or materials furnished.

C. The parties warrant that they have not employed or retained any person, other than a bona fide employee working solely for the party, to solicit or secure this Agreement. Further, the parties warrant that they have not paid or agreed to pay any person, other than a bona fide employee working solely for the party, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, any party may terminate this Agreement without liability and, in its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

22. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Florida law. Venue for any legal proceedings shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and the parties hereby expressly waive any other venue or jurisdiction.

23. **AMENDMENTS.** This Agreement may only be amended by written Agreement executed by the parties hereto with the same formality used to execute this Agreement.

24. **INSPECTOR GENERAL.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of any party contracting with the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ENTIRETY OF AGREEMENT. This Agreement, including attached exhibits and specifications, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

BY: _____
Deputy Clerk

BY: _____
Steven L. Abrams, Mayor

DATE: _____

DATE: _____

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

BY: _____
Assistant County Attorney

Robert Robbins, Director
Palm Beach County Dept. of
Environmental Resources Management

DATE: _____

(SEAL)

LEGAL FORM APPROVED BY
DISTRICT COUNSEL:

DISTRICT:
BOARD OF COMMISSIONERS OF THE
FLORIDA INLAND NAVIGATION
DISTRICT

BY: _____

BY: _____
Chair

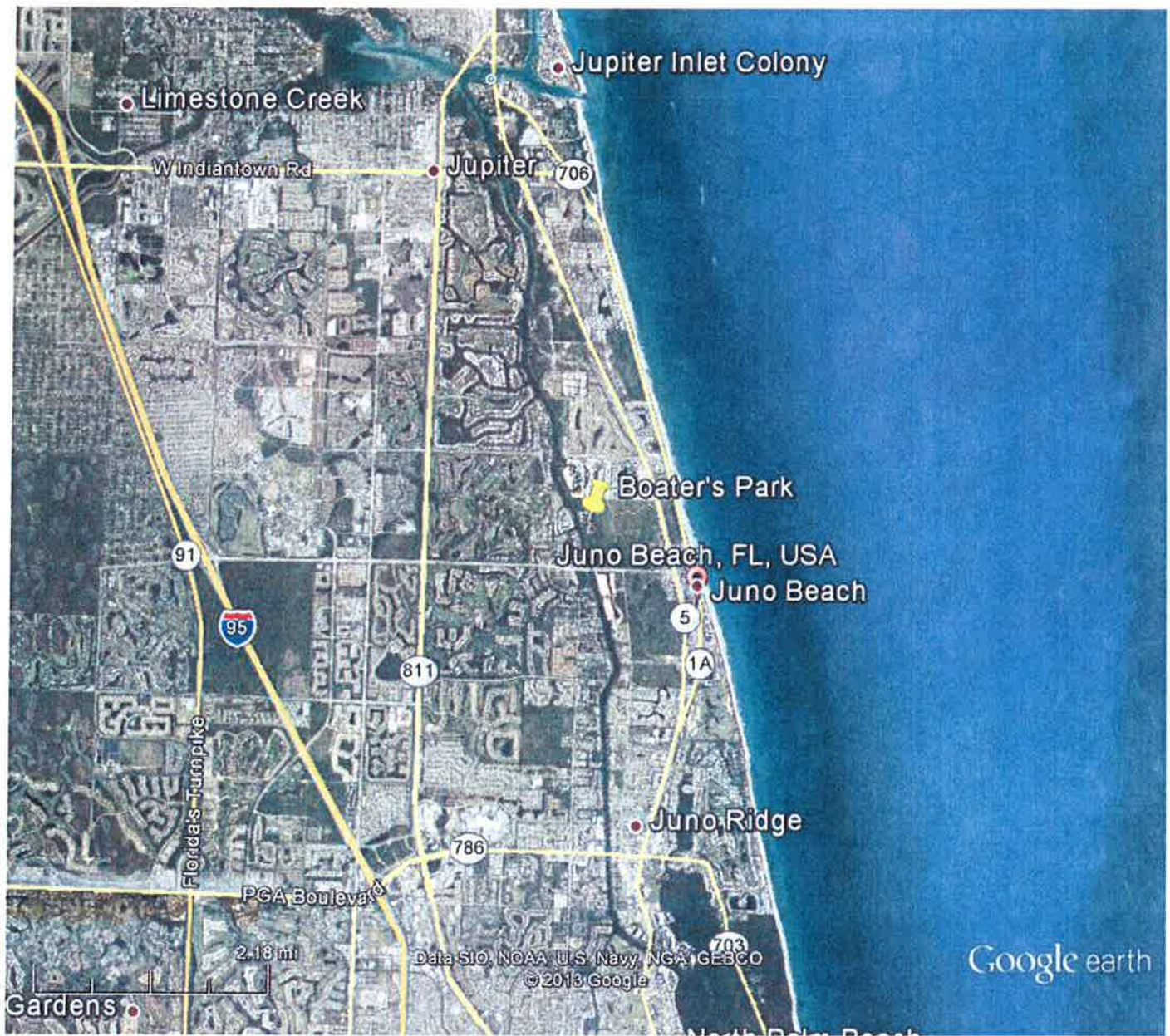
DATE: _____

DATE: _____

ATTEST:

Secretary

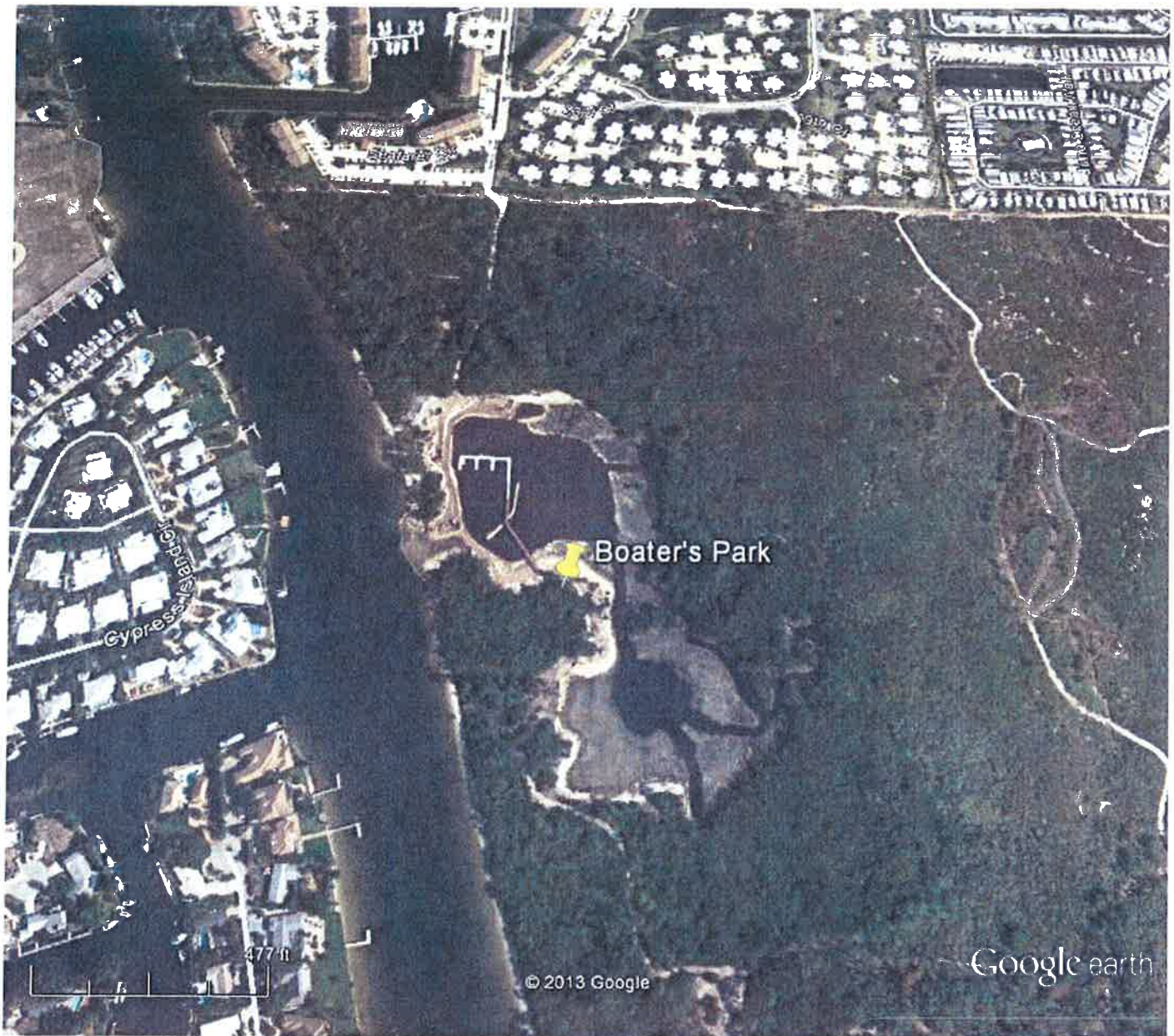
(SEAL)



Google earth

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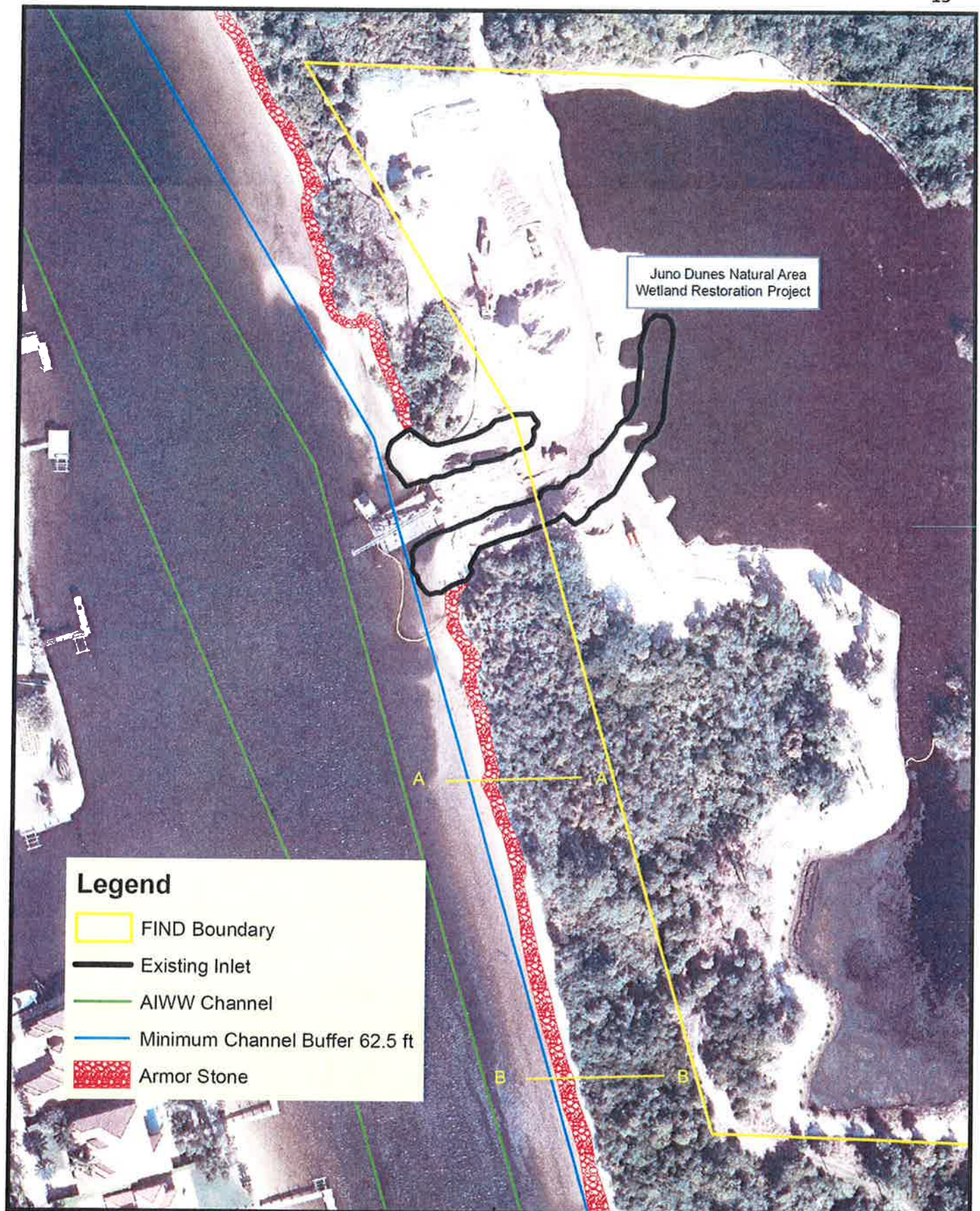




Google earth

feet 1000
meters 300





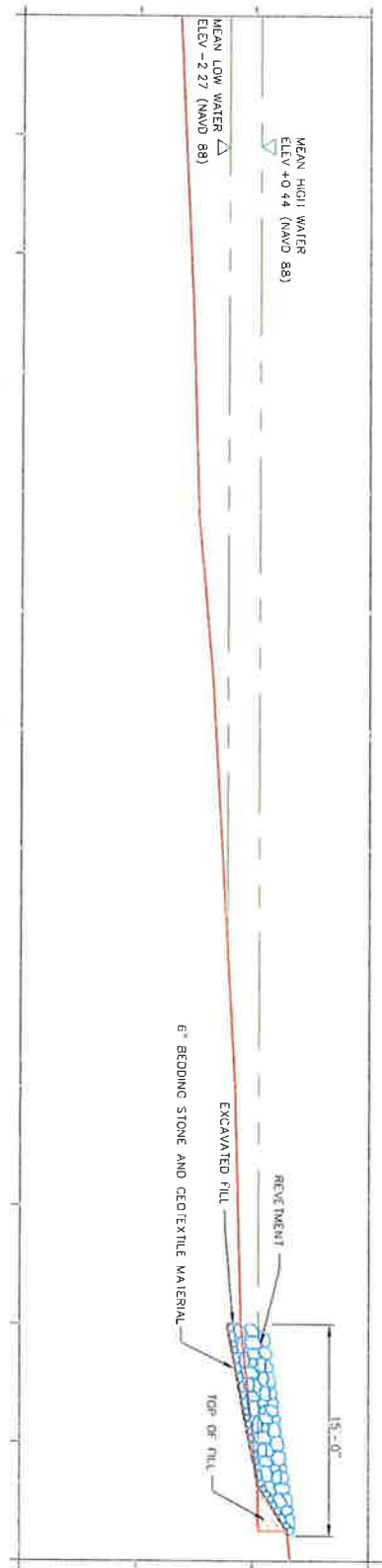
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2741
(561) 233-2400

Juno Dunes Natural Area Plan View

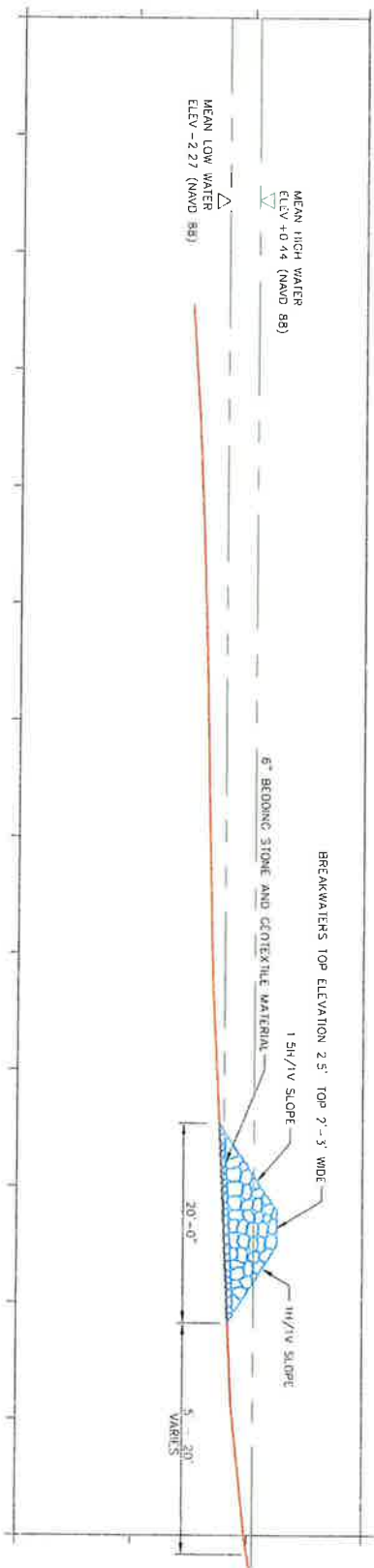
4/29/13



0 70 140 280 Feet



TYPICAL CROSS SECTION A



TYPICAL CROSS SECTION B

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PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 233-2400

No.	Revision	By	Date
1	AS SHOWN	CT	04/25/2012
2	Drawn	MLB	
3	Checked	MLB	
4	Date		
5	Field Book No.		

SEAL

JUNO DUNES
NATURAL AREA

CROSS SECTIONS

Sheet

06

Project No.



FLORIDA INLAND NAVIGATION DISTRICT

To City
8/28/06

July 17, 2006

COMMISSIONERS

CHARLES A. PADERA
CHAIR
ST. JOHNS COUNTY

MICHAEL D. MESIANO
VICE-CHAIR
DUVAL COUNTY

BRUCE D. BARKETT
SECRETARY
INDIAN RIVER COUNTY

SUSAN M. ENGLE
TREASURER
BROWARD COUNTY

GRAYCE K. BARCK
VOLUSIA COUNTY

JOHN D. BOOTH
PALM BEACH COUNTY

S. NORMAN BRAY
NASSAU COUNTY

GAIL A. BYRD
MARTIN COUNTY

CHARLES R. FAULKNER
FLAGLER COUNTY

GEORGE L. KAVANAGH
ST. LUCIE COUNTY

JERRY H. SANSOM
BREVARD COUNTY

CATHLEEN C. VOGEL
MIAMI-DADE COUNTY

DAVID K. ROACH
EXECUTIVE DIRECTOR

MARK T. CROSLEY
ASSISTANT EXECUTIVE DIRECTOR

John Jacobs
1801 South Riverside Drive
New Smyrna Beach, Fl. 32168

Dear Mr. Jacobs:

RE: Dock on the Gabordy Canal within the DMMA V-26 Pipeline Easement

Please excuse my delay in responding to your letter regarding the referenced matter. The District has no objection to your installation of a small dock in accordance with your January 2006 correspondence, pictures and drawings subject to its removal if it interferes with the District's or the Corps of Engineers use of the subject pipeline easement.

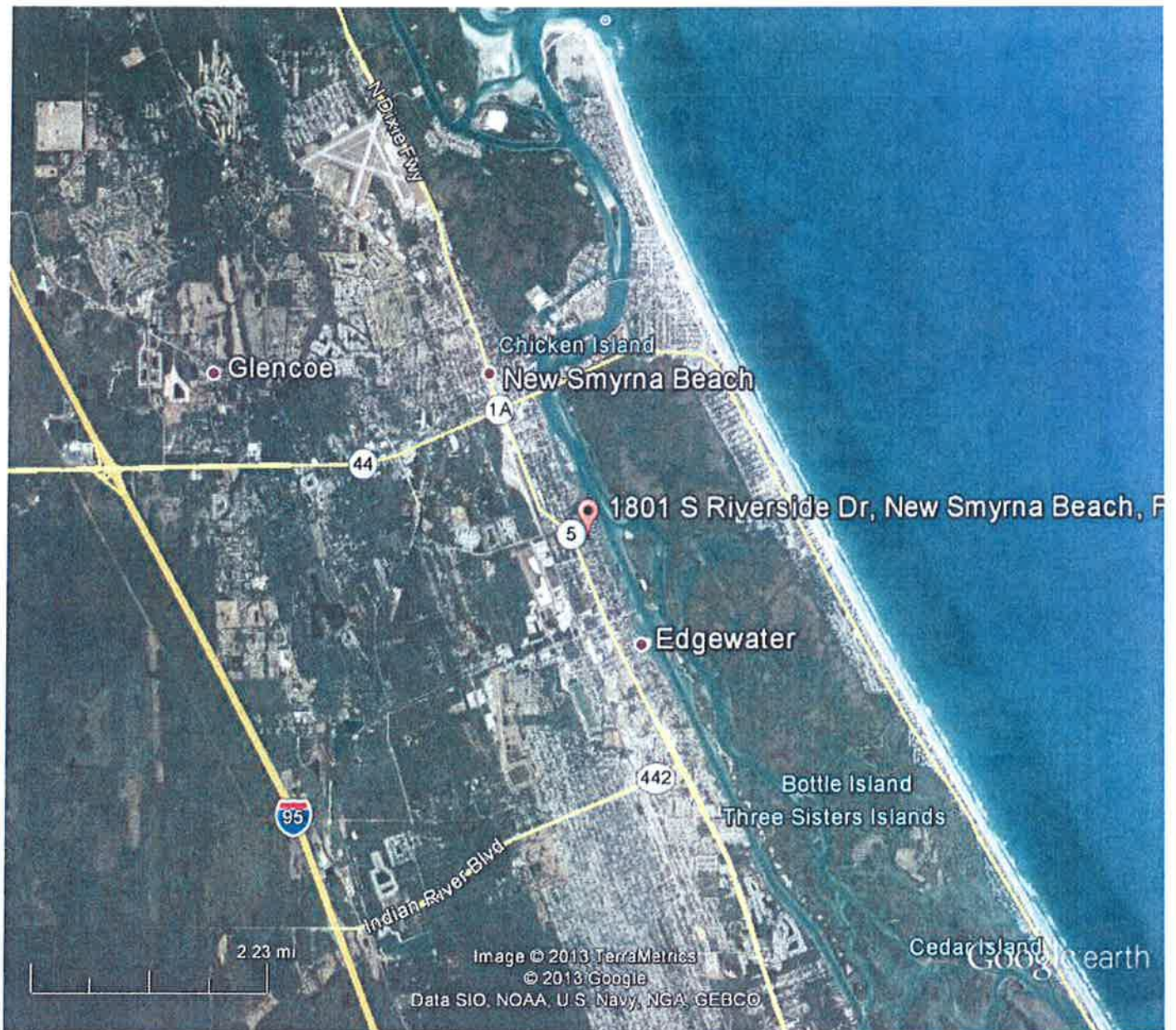
Sincerely,

David K. Roach
Executive Director

RECEIVED

OCT 19 2006

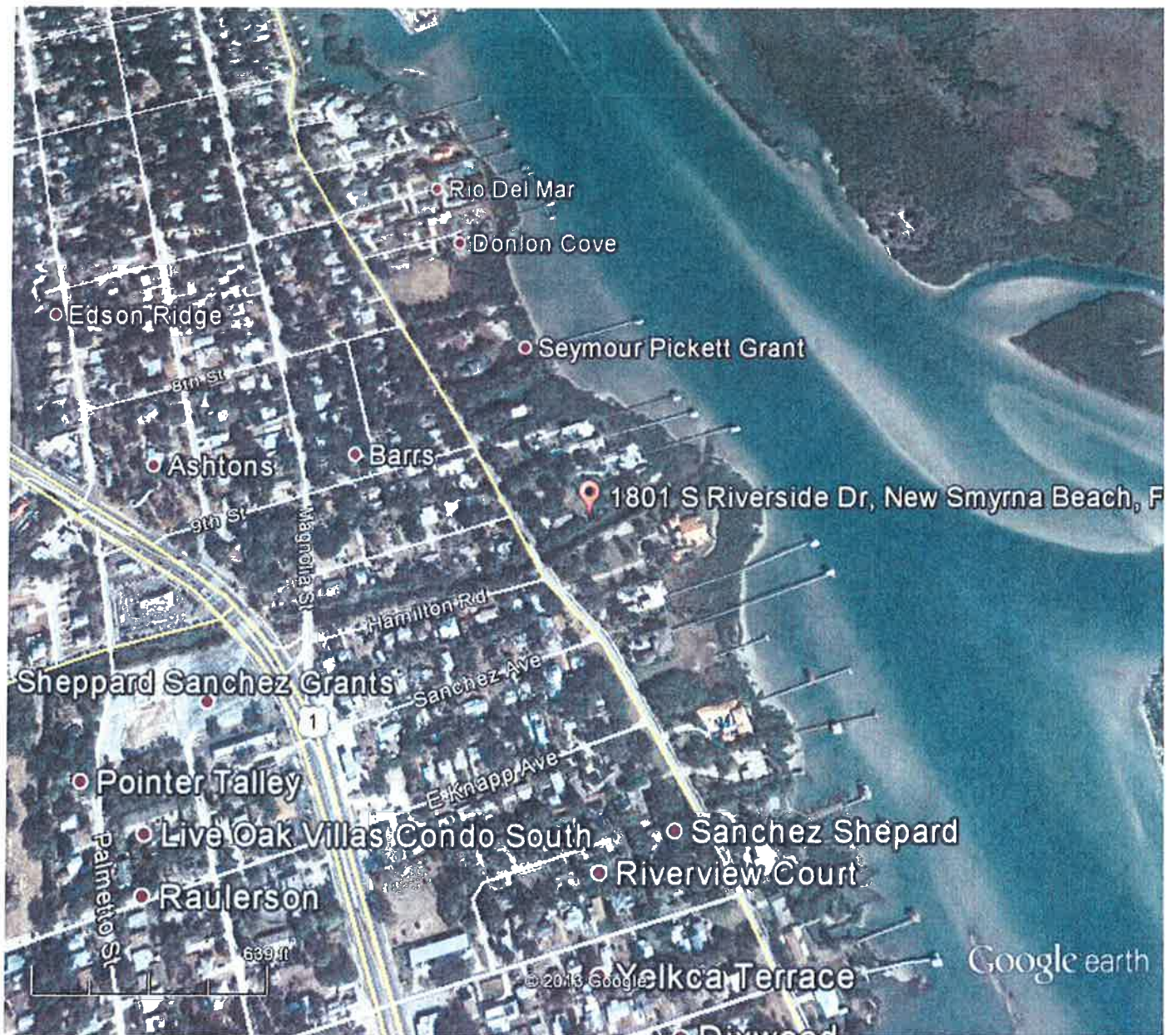
JACKSONVILLE DISTRICT
USACE



Google earth

miles 5
km 9





Google earth

feet 1000
meters 400





Imagery Date: 1/19/2012

lat: 28.006048 lon: -80.910428 elev: 1 ft

© 2012 Google

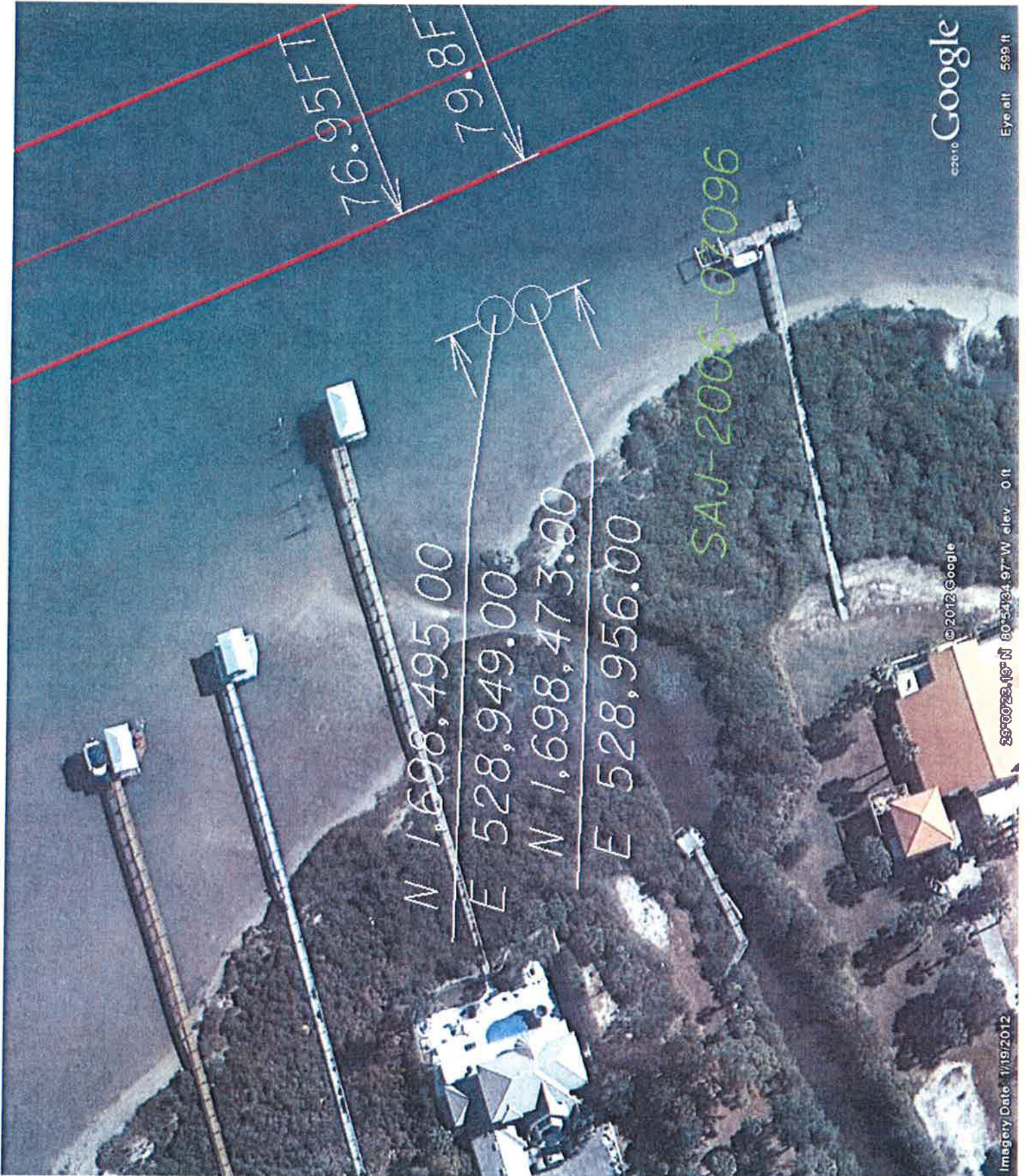
Google

Eye alt 629 ft

Jacobs Dock SAJ-2006-07096

Note the location of the dock when lining up the buildings and existing dock, might be a scale issue, since I expanded the survey and rotated it to overlay.





Prepared by:
 Peter L. Breton, Esq.
 1209 North Olive Avenue
 West Palm Beach, FL 3401

EASEMENT ENCROACHMENT AGREEMENT

THIS EASEMENT ENCROACHMENT AGREEMENT ("Agreement") made this ____ day of _____, 2013 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("DISTRICT"), an independent special district existing under the laws of the State of Florida, and JOHN J. JACOBS OR COZETTE P. JACOBS, TRUSTEES OF THE JOHN J. JACOBS OR COZETTE P. JACOBS REVOCABLE TRUST DATED NOVEMBER 9, 2010, whose address is 1801 S. Riverside Drive, New Smyrna Beach, FL 32168 ("OWNER").

WHEREAS, OWNER is the fee simple owner of a parcel of real property located in Volusia County, Florida and more particularly described on Exhibit "A" attached hereto and made a part hereof by reference ("Subject Property"); and

WHEREAS, DISTRICT, pursuant to that certain Easement Deed recorded on January 31, 1997 in Official Record Book 4173, Page 2903 of the Public Records of Volusia County, Florida, owns a non-exclusive, perpetual, ingress-egress, utility and pipeline easement over, across, under and through all of that certain property (the "Easement Property") situated in Volusia County, Florida, and more particularly described on Exhibit "B" attached hereto and made a part hereof by reference; and

WHEREAS, OWNER desires to construct a dock on the Subject Property within portions of the Easement Property; and

WHEREAS, said dock may conflict with DISTRICT's right to use the Easement Property for pipeline purposes and OWNER is seeking DISTRICT's consent to install said dock; and

WHEREAS, DISTRICT is willing to grant OWNER the right to install said dock subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM; EXTENSIONS. The initial term of this Agreement is until December 31, 2042 and shall automatically renew for subsequent terms of ten (10) years each unless either party notifies the other party in writing not less than 180 days prior to the end of the initial term or any renewal term that said party is electing to terminate this Agreement.

2. RESPONSIBILITIES OF THE OWNER.

a. REMOVAL OF DOCK. Within thirty (30) days of receipt of notice from the DISTRICT or the U.S. Army Corps of Engineers ("ACOE") that a dredging event is scheduled and the dock must be removed to allow the installation of a pipeline, OWNER, at OWNER's sole cost and expense, shall remove the dock, or that portion of the dock described in the notice. At OWNER's option, the DISTRICT may conduct the removal and invoice OWNER for the cost thereof, and OWNER shall pay said invoice within thirty (30) days of receipt.

b. REPLACEMENT OF DOCK. OWNER may, but is not required, to replace the dock, or the portions removed hereunder, at OWNER's sole cost and expense. DISTRICT shall not be responsible for any changes in the law or in the condition of the area surrounding the dock which might prevent or impair the OWNER's ability to replace the dock.

c. INDEMNIFICATION AND HOLD HARMLESS. OWNER agrees to indemnify and hold harmless the DISTRICT, the ACOE, and their respective contractors and agents for any damage in connection with the removal of the dock.

d. REMOVAL UPON TERMINATION OF AGREEMENT. Upon the expiration or earlier termination of the Agreement, OWNER, at OWNER's sole cost and expense, shall permanently remove those portions of the dock which encroach into the Easement Area.

3. RESPONSIBILITIES OF DISTRICT.

a. DISTRICT agrees to notify OWNER at least thirty (30) days prior to the date that the dock must be removed.

b. DISTRICT will take reasonable steps to limit the amount of the dock which must be removed, consistent with the needs of the DISTRICT and/or the ACOE.

4. NOTICES. Any notices required or permitted by this Agreement shall be in writing and shall be delivered postage prepaid by U.S. Certified Mail - Return Receipt Requested, or by special messenger service (such as Federal Express), or by hand, to the parties at the following addresses or to such substitute person or address as may be given in like manner:

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

To OWNER: John J. Jacobs
1801 S. Riverside Drive
New Smyrna Beach, FL 32168

Any written notice given pursuant to the terms of this Agreement shall be deemed given and received, if by such certified mail, two (2) days following the date deposited in the U.S. Mail, or if by hand or special messenger service, upon delivery.

5. REMEDIES. In the event of a breach of this Agreement, the nonbreaching party shall have all remedies available to it at law or in equity.

6. APPLICABLE LAW; VENUE; ATTORNEYS' FEES. This Agreement shall be governed by the laws of the State of Florida. Any litigation with respect to this Agreement shall be had only in the courts of Palm Beach County, Florida and the prevailing party shall be entitled to reasonable costs and expenses, including attorney's fees (at the trial, appellate and post-judgment level), in any such litigation.

7. PARTIES BOUND; COVENANT TO RUN WITH THE LAND. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns, and shall be deemed a covenant running with the land.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written above.

"DISTRICT"

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

(1) _____

By: _____
Gail Kavanagh, Chair

Print Name: _____

(2) _____

Print Name: _____

WITNESSES:

"OWNER"

(1) _____

John J. Jacobs, Trustee

Print Name: _____

(2) _____

Cozette P. Jacobs, Trustee

Print Name: _____

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by
Gail Kavanagh, as Chair of the FLORIDA INLAND NAVIGATION DISTRICT, on behalf of the District,
and

_____ she is personally known to me, OR
_____ has produced _____ as identification.

(NOTARY STAMP)

Notary Public
Serial (Commission) Number
(if any) _____

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by
JOHN J. JACOBS OR COZETTE P. JACOBS, TRUSTEES OF THE JOHN J. JACOBS
OR COZETTE P. JACOBS REVOCABLE TRUST DATED NOVEMBER 9, 2010 and
who:

_____ are personally known to me, OR
_____ have produced _____ as identification.

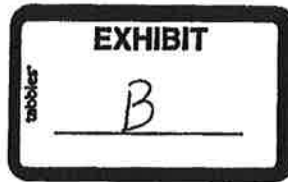
(NOTARY STAMP)

Notary Name: _____
Notary Public
Serial (Commission) Number
(if any) _____



Submerged, Semi-Submerged & formerly Submerged land lying Easterly of lots 25 and 26, Snider's Subdivision, as recorded in Map Book 7, Page 2, of the Public Records of Volusia County, Florida, described as: Beginning at the Southeast corner of the Pickett Grant, Section 49, Township 17 South, Range 34 East; thence North 74 degrees East a distance of 835 feet, thence North 77 degrees 45 minutes West a distance of 257.1 feet; thence South 74 degrees west a distance of 600 feet to the meander line of said Section 49, thence South 20 degrees East along said meander line a distance of 122 feet to the place of beginning; except that land described in deed recorded in Deed Book 576, page 525, and being described as: Land lying Easterly from lots 25 and 26, Snider's Subdlvision as recorded in Map Book 7, page 2, Public Records of Volusia County, Florida, described as follows: Beginning at the Southeast corner of the Pickett Grant, Section 49, Township 17 South, Range 34 East; thence North 74 degrees East, along the Easterly prolongation of said South line of Pickett Grant 835 feet; thence North 77 degrees 45 minutes West; 257.1 feet to the South Bank of existing canal, thence Westerly along said canal to the point of beginning.

Full Parcel ID# 49-17-34-07-02-0251. Short Parcel ID#7449-07-02-0251



That portion of the Gabardy Canal a/k/a Gabordy Canal adjacent to the property described below, which lies north of the extension of the south line of the Seymour Pickett Grant (Section 49) Township 17 South, Range 34 East, Volusia County, Florida, viz:

A Parcel of land lying in the Seymour Pickett Grant (Section 49) Township 17 South, Range 34 East, Volusia County, Florida and being more particularly described as follows:

For a point of reference, commence at Army Corps of Engineers Station "1WV-165"; said point being on the westerly right of way line of the Intracoastal Waterway (Indian River north - A.K.A. Hillsborough River); thence north $24^{\circ}22'17''$ west, along the westerly right of way line of said Intracoastal Waterway, 270.63 feet; thence south $60^{\circ}52'04''$ West, leaving said right of way line, 405.46 feet to the point of beginning of the herein described parcel of land: Thence south $60^{\circ}52'04''$ west, 440.02 feet to a point on the easterly right of way line of Riverside Drive (right of way varies as now established); thence north $16^{\circ}38'53''$ west along said easterly right of way line, 30.73 feet; thence north $60^{\circ}52'04''$ east, 477.20 feet to a point on the southerly right of way line of 10th Street extension as recorded in Official Record book 440 pages 255-257, Public Records of Volusia County, Florida; thence north $71^{\circ}41'32''$ east, along said southerly right of way line, 52 feet, more or less, to a point on the approximate mean high water line of said Indian River North; thence southwesterly, along said approximate mean high water line, 100 feet, more or less, to the Point of Beginning.



Florida Power & Light Company, P. O. Box 14000, Juno Beach, FL 33408-0420

REC'D K
JUN 13 2013
Florida Inland
Navigation District

10 June, 2013

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

Subject: FPL site lease to support development of new learning center

Mr. Roach,

As a follow-up of our email correspondence, Florida Power & Light Company ("FPL") has made a decision to proceed with development of a new learning center on our corporate campus located at 700 Universe Blvd in Juno Beach.


As we discussed, FPL would like to lease the FIND site located on Ellison-Wilson Road for \$200. per month for additional temporary offsite parking and storage of vehicles, equipment and building material.

FPL understands that the currently scheduled FIND dredging project is estimated to be completed in August or September. FPL would like the nine month lease term to begin either upon 01 September, 2013 or the earliest available date thereafter.

Because of the close proximity of our properties, we have the same neighbors with whom we are sensitive and careful to maintain a healthy relationship. FPL will ensure that the site is utilized and maintained in a clean, organized and professional manner.

Sincerely,


Jeff Long
FPL Corporate Real Estate Department
700 Universe Blvd
Juno Beach, FL 33408
Office 561-691-7139



MSA 617C

FPL
600 Universe Blvd.
Juno Beach, FL

TEMPORARY LEASE AGREEMENT

This TEMPORARY LEASE AGREEMENT ("LEASE") is made and entered into this ____ day of _____, 20____, between "the Parties, the Florida Inland Navigation District, an independent special district existing under the laws of the State of Florida (the "DISTRICT"), and Florida Power & Light, Inc. (FPL), ("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 MSA 617-C 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 617-C, a description of which is attached hereto as Exhibit A and made a part hereof, for the purpose of temporary building material storage and temporary parking 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 Palm Beach 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 one (1) year period. Rent shall be one hundred (\$200.00) dollars per month (plus ten cents (\$0.10) per cubic yard of material placed on site) 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 construction material storage and temporary parking 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: FPL Corporate Real Estate Department
700 Universe Blvd.
Juno Beach, FL 33408
Attn: Project Manager

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).

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