

This Instrument Prepared By:  
Kathy Griffin  
Action No. 46398  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 430032478

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Martin County, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Hansen Grant, Township 38 South, Range 41 East, in Manatee Pocket, Martin County, Florida, containing 58,893 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 21, 2020.

TO HAVE THE USE OF the hereinabove described premises from November 1, 2022, the effective date of this lease renewal, through November 1, 2027, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 30-slip commercial docking facility to be used exclusively for the mooring of commercial vessels for loading and offloading seafood in conjunction with an upland vacant county owned parcel, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$11,301.57, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Martin County, Florida  
Board of County Commissioners  
2401 SE Monterey Road  
Stuart, FL 34996

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

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

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITIONS:

A. The Lessee shall maintain the existing shoreline in a natural condition free and clear of manmade trash, debris, flotsam and jetsam for the term of this lease and all subsequent renewal terms. Lessee shall not remove or cause to be removed natural seagrass litter, mangrove leaf litter or detritus.

B. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

C. Within 60 days after the Lessor's execution of this lease, the Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street - 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

D. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

E. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

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

Brad Richardson, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the  
State of Florida.

\_\_\_\_\_  
Original Signature

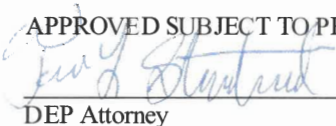
\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

  
DEP Attorney

1/24/2023

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No.

ATTEST:

MARTIN COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

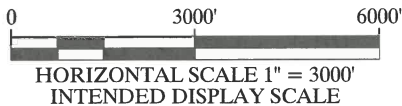
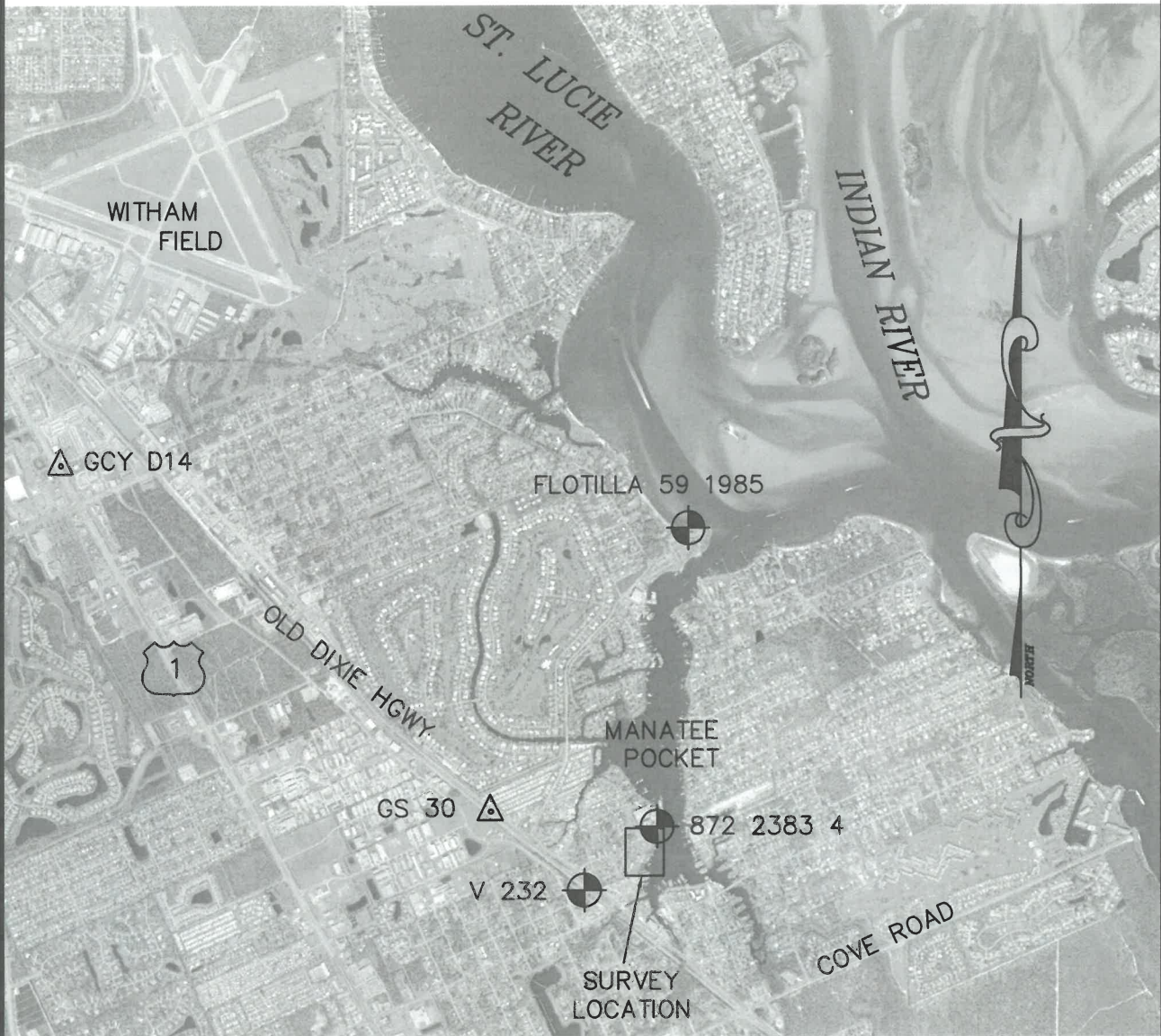
\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

Dated: \_\_\_\_\_



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 100 ft

# LOCATION MAP




CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**David W. Coggin**

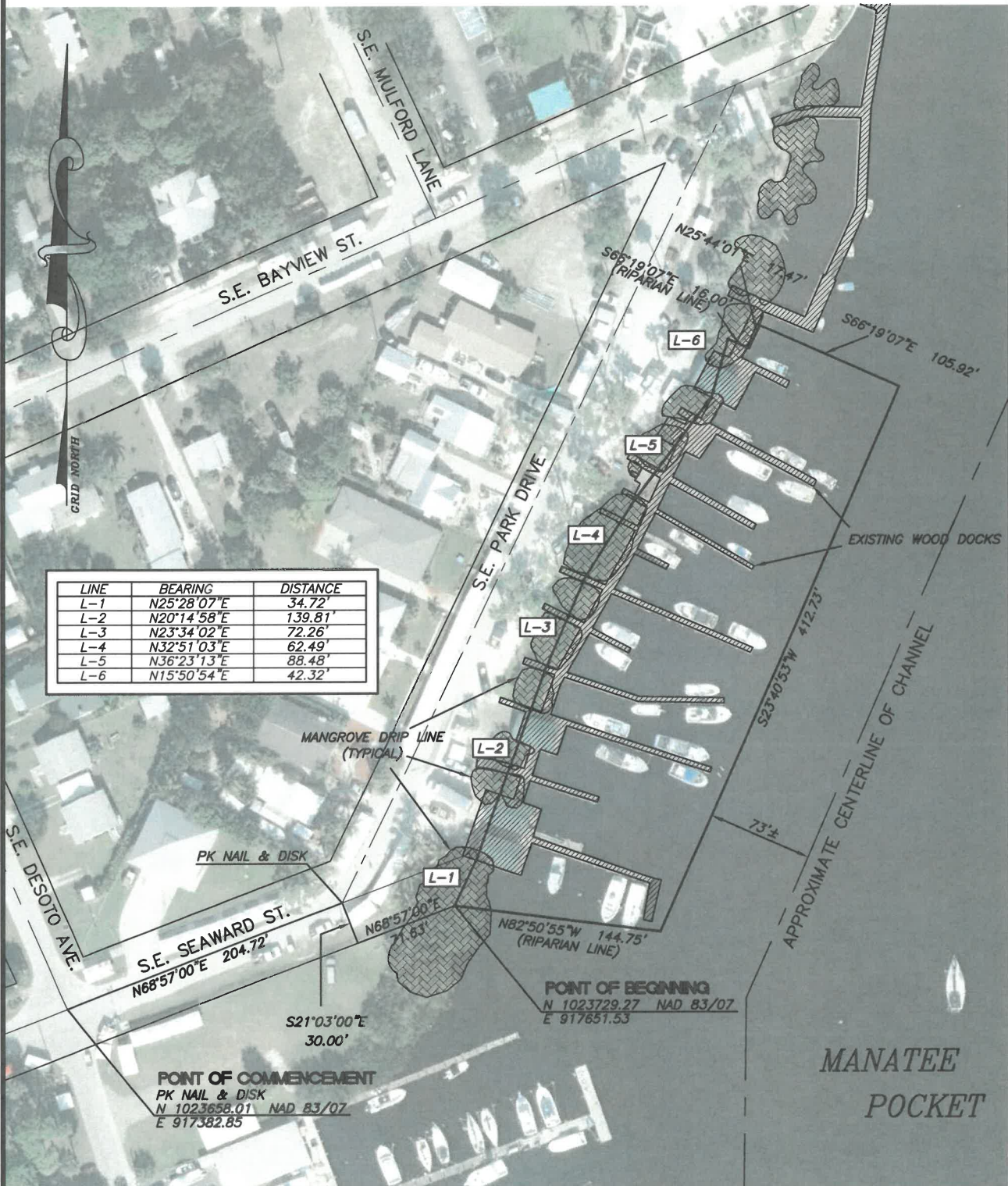
Digitally signed by David W. Coggin  
DN: cn=David W. Coggin, o=Morgan and Eklund Inc, ou,  
email=dcoggin@morganelklund.com,  
c=US  
Date: 2020.05.14 13:44:23 -04'00'

DAVID W. COGGIN, PSM  
PROFESSIONAL SURVEYOR & MAPPER # 6359  
STATE OF FLORIDA

CERTIFIED TO:  
TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA

<b>Morgan &amp; Eklund Inc.</b> <b>PROFESSIONAL SURVEY CONSULTANTS</b>  <div style="display: flex; justify-content: space-between;"> <div>                     4909 US HIGHWAY #1                      VERO BEACH, FL 32967                      PHONE: (772) 388-5364                      FAX: (772) 388-3165                      LB #4298                 </div> <div>                     1612 NW 2ND AVENUE                      SUITE 3                      BOCA RATON, FL 33432                      PHONE: (954) 421-6882                      FAX: (954) 421-0425                 </div> </div>		<b>SUBMERGED LANDS LEASE</b> <b>MANATEE POCKET, MARTIN COUNTY, FLORIDA</b> <b>- FOR -</b> <b>PORT SALERNO COMMERCIAL FISHING DOCK AUTHORITY</b>		COMMISSION NO. 35234-17
				SCALE 1" = 3,000'
		DATE 5/13/20		
DRAWN BY CAG	CHECKED BY DWC	FIELD BOOK PAGE NO. 50	DATE OF SURVEY 5/11/20	SHEET 1 OF 3

# SKETCH OF DESCRIPTION



**Morgan & Eklund Inc.**

PROFESSIONAL SURVEY CONSULTANTS



4909 US HIGHWAY #1  
VERO BEACH, FL 32967  
PHONE: (772) 388-5364  
FAX: (772) 388-3165

1612 NW 2ND AVENUE  
SUITE 3  
BOCA RATON, FL 33432  
PHONE: (954) 421-6882  
FAX: (954) 421-0425

LB #4298

SUBMERGED LANDS LEASE  
MANATEE POCKET, MARTIN COUNTY, FLORIDA  
- FOR -

PORT SALERNO COMMERCIAL FISHING DOCK AUTHORITY

DRAWN BY  
CAG

CHECKED BY  
DWC

FIELD BOOK  
PAGE NO.

MART 173  
50

DATE OF SURVEY  
5/11/20

COMMISSION NO.  
35234-17

SCALE  
1" = 100'

DATE  
5/13/20

SHEET 2 of 3

# SURVEY CONTROL

	NAD 83/07 SPCS 0901		NAVD 88	US SURVEY FEET	
MONUMENT	NORTHING	EASTING	ELEVATION	STAMPING	DESCRIPTION
GS 30	1024696.13	914919.78	----	GS 20 1992	CONCRETE MONUMENT
GCY D14	1030959.90	907152.36	17.38	GCY D14 2001	CONCRETE MONUMENT
BURCHFIELD	1029810.09	918603.50	3.29	BURCHFIELD 2010	DISK IN CONCRETE
V 232	1023274.45	916595.45	8.82	V 232 1965	DEEP ROD MONUMENT
872 2383 4	1024424.21	917916.85	2.34	ND 4 1972	DISK IN CONCRETE
872 2383 5	1024346.02	917927.64	2.48	ND 5 1972	DISK IN CONCRETE
FLOTILLA	1029822.70	918488.66	3.37	FLOTILLA 59 1985	DISK IN CONCRETE

## NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. COORDINATES AND BEARINGS SHOWN HEREIN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (NAD 83/07).
3. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF S.E. SEAWARD STREET, HAVING A BEARING OF N68°57'00"E.
4. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ELEVATION OF MEAN HIGH WATER -0.58 FEET NAVD 1988 BASED ON TIDE STATION 872-2383.
6. APPROXIMATE LOCATION OF BOAT TRAFFIC CHANNEL, MANGROVE DRIP LINE, RIPARIAN LINES AND PROPOSED DOCK AND SLIPS TAKEN FROM A BOUNDARY SURVEY BY MARTIN COUNTY DATED 8/21/12.
7. AERIAL IMAGERY WAS TAKEN IN 2013 AND WAS PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
8. AERIAL IMAGERY IS DISPLAYED HEREON FOR INFORMATION PURPOSES ONLY NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
9. UNDERGROUND UTILITIES AND IMPROVEMENTS NOT LOCATED.
10. THIS IS A FIELD SURVEY.


## LEGAL DESCRIPTION

A PORTION OF SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL AND DISK AT THE CENTERLINE INTERSECTION OF S.E. DESOTO STREET (THEN DESOTA AVENUE) AND S.E. SEAWARD STREET(THEN SEMINOLE AVENUE), AS RECORDED IN PLAT BOOK 5, PAGE 16, OF THE PUBLIC RECORDS OF MARTIN (THEN PALM BEACH)COUNTY, FLORIDA, AND HAVING A NORTHING OF 1,023,658.01 FEET AND AN EASTING OF 917,382.85 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD 83/07), PROCEED N68°57'00"E ALONG THE CENTERLINE OF THE 60 FOOT RIGHT-OF-WAY OF S.E. SEAWARD STREET 204.72 FEET TO A PK NAIL AND DISK AT THE CENTERLINE INTERSECTION OF S.E. SEAWARD STREET AND S.E. PARK DRIVE; THENCE, S21°03'00"E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF S.E. SEAWARD STREET; THENCE N68°57'00"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF S.E. SEAWARD STREET A DISTANCE OF 71.63 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF MANATEE POCKET, ELEVATION -0.58 FEET AS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED SUBMERGED LANDS EASEMENT AND HAVING A NORTHING OF 1,023,729.27 FEET AND AN EASTING OF 917,651.53 FEET NAD 83/07; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING SIX COURSES AND DISTANCES; N25°28'07"E A DISTANCE OF 34.72 FEET TO A POINT; THENCE N20°14'58"E A DISTANCE OF 139.81 FEET TO A POINT; THENCE N23°34'02"E A DISTANCE OF 72.26 FEET TO A POINT; THENCE N32°51'03"E A DISTANCE OF 62.49 FEET TO A POINT; THENCE N36°23'13"E A DISTANCE OF 88.48 FEET TO A POINT; THENCE N15°50'54"E A DISTANCE OF 42.32 FEET TO A POINT; THENCE INTO THE WATERS OF MANATEE POCKET S66°19'07"E A DISTANCE OF 16.00 FEET TO A POINT; THENCE N25°44'01"E A DISTANCE OF 17.47 FEET TO A POINT; THENCE S66°19'07"E A DISTANCE OF 105.92 FEET TO A POINT; THENCE S23°40'53"W A DISTANCE OF 414.08 FEET TO A POINT; THENCE N82°20'06"W 144.37 FEET TO THE POINT POINT OF BEGINNING.

SAID LANDS CONTAINING 58892.66 SQUARE FEET OR 1.352 ACRES MORE OR LESS.

**APPROVED**  
By Jorge G. Alonso at 10:53 am, May 22, 2020

 <p><b>Morgan &amp; Eklund Inc.</b> PROFESSIONAL SURVEY CONSULTANTS</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>4909 US HIGHWAY #1 VERO BEACH, FL 32967 PHONE: (772) 388-5364 FAX: (772) 388-3165</p> </div> <div style="width: 45%;"> <p>1612 NW 2ND AVENUE SUITE 3 BOCA RATON, FL 33432 PHONE: (954) 421-6882 FAX: (954) 421-0425</p> </div> </div> <p style="text-align: center;">LB #4298</p>		<p><b>SUBMERGED LANDS LEASE</b> <b>MANATEE POCKET, MARTIN COUNTY, FLORIDA</b> <b>- FOR -</b> <b>PORT SALERNO COMMERCIAL FISHING DOCK AUTHORITY</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">DRAWN BY CAG</td> <td style="width: 25%;">CHECKED BY DWC</td> <td style="width: 25%;">FIELD BOOK PAGE NO. 50</td> <td style="width: 25%;">MART 173 DATE OF SURVEY 5/11/20</td> </tr> </table>		DRAWN BY CAG	CHECKED BY DWC	FIELD BOOK PAGE NO. 50	MART 173 DATE OF SURVEY 5/11/20	<p>COMMISSION NO. 35234-17</p> <p>SCALE</p> <p>DATE 5/21/20</p> <p>SHEET 3 OF 3</p>
DRAWN BY CAG	CHECKED BY DWC	FIELD BOOK PAGE NO. 50	MART 173 DATE OF SURVEY 5/11/20					

AN ACT to Abolish the Town of Salerno in Martin County, State of Florida, and to Provide for the Winding up of the Affairs of the Said Town, for the Protection of Creditors of the Said Town, and to Fix and Define the Powers and Duties of the County Commissioners of Martin County in Connection with

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LAWS OF FLORIDA

cap. 17670  
1935

Said Matters; and Providing for a Referendum Election to Determine Whether This Act Shall Become Operative.

*Be It Enacted by the Legislature of the State of Florida:*

Section 1. That the municipal corporation, including the municipal government of the Town of Salerno in Martin County, State of Florida, be and the same is hereby abolished.

Section 2. That all property and assets of the said Town, including real property, personal property, uncollected taxes, tax certificates, dues, claims, judgments, decrees and choses in action shall pass and are hereby vested in the Board of County Commissioners of Martin County, Florida, in trust for the discharge of all debts and obligations of said Town.

Section 3. That the said Board of County Commissioners shall have all of the powers heretofore possessed by the Town of Salerno with regard to the sale of the real and personal property of the said municipality and with regard to the collection of taxes heretofore levied by the said Town.

Section 4. That the said Board of County Commissioners in its sound discretion shall have the power to compromise and adjust the amount to be paid for the redemption or purchase of tax sale certificates, or any portion of any such certificates, held by the Town in connection with any real or personal property within the said town.

Section 5. That the said Board of County Commissioners for the purpose of discharging any debt or obligation of the said Town is hereby authorized to levy and collect a special tax or taxes upon the county valuation of all property embraced within the present limits of the said Town of Salerno and it is hereby made the duty of the Tax Collector of Martin County, Florida, to collect such tax or taxes so levied at the time of collecting the state and county taxes upon the taxable property within such territory. The proceedings in the assessment, collection, receipt and disbursement of such tax or taxes shall be the same as the proceedings concerning the assessment, collection, receipt and disbursement of the county taxes as far as the same are applicable. The proceeds of said tax or taxes shall be applied to the payment of indebtedness of the said Town.

Section 6. That it shall be the duty of the said Board of County Commissioners to pay all just debts, judgments and ob-

ligations of the said municipality as soon as possible; provided, however, that all payments of money required to be made by the said Board of County Commissioners under this Act shall be made out of property, assets and moneys coming to the hands of the Board of County Commissioners in pursuance of this Act, including the provisions hereof relating to the levy and collection of taxes upon real and personal property located within the present limits of the said municipality.

Section 7. That the power hereby granted to the said Board of County Commissioners to sell property and to assess, levy and collect taxes shall cease and determine when all of the debts, judgments and obligations of the said municipality have been paid and satisfied, or have become barred by any statute of limitations provided by any special or general law of the State of Florida.

Section 8. If any part or provision of any section of this Act, or any section of this Act, shall be declared unconstitutional, said unconstitutionality shall not affect or destroy any other section of this Act, or part, or provision thereof.

Section 9. All laws and parts of laws in conflict herewith are hereby repealed.

Section 10. Except as hereinafter provided, this Act shall not take effect until ratified by a majority of the qualified electors of the Town of Salerno, voting at a special election which is hereby required and made mandatory to be called for that purpose by the governing authority of said Town of Salerno within not more than sixty (60) days after this Act shall become a law; said election to be called and conducted and the results thereof canvassed and declared in the manner provided by law for general elections in the said Town of Salerno. In the event a majority of the votes cast in said election shall be declared in favor of the ratification of this Act, then this Act shall be operative and effective on the First Day of August A. D. 1935. In the event the ratification of this Act shall not receive a majority of said votes cast at said election, then this Act shall be ineffective and in operative for any purpose. The governing authority of said Town of Salerno may call and hold said special election on the same day any other general or special election may be provided to be held within the limited period hereinbefore provided for, and in every case notice of said election shall be given by

publishing or posting a notice of the call for said election at least two weeks prior to the date set for the said election. In the event publication of notice in a newspaper is desired, then two weekly publications in a newspaper published in Martin County and circulated in said Town of Salerno shall be deemed a sufficient compliance with this Act. For the purpose of calling, holding and declaring the result of said election this Act shall become effective immediately upon its becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State May 30, 1935.

DEED BOOK L, PAGE 52, MARTIN COUNTY

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PAIM BEACH DEED 134/292

(---134-292---)

THIS INDENTURE, Made this 31st day of August, A. D. 1922  
BETWEEN Benjamin W. Mulford, unmarried  
of the County of Palm Beach and State of Florida  
first part, and Town of Salerno  
of the County of Palm Beach and State of Florida  
second part, WITNESSETH, that the said part. Y. of the first part, for and in consideration of the sum of One Dollar and other  
valuable considerations, to him, in hand paid, the receipt whereof is hereby  
acknowledged, has, granted, bargained, sold and transferred, and by these presents does, grant, bargain, sell and transfer unto the said  
part. Y. of the second part and heirs, assigns, forever, all that certain parcel of land lying and being in the County of  
Palm Beach and State of Florida more particularly described as follows:

Lots seven (7) and eight (8) of Block sixty-two and Lots eleven (11) twelve  
(12) and thirteen (13) of Block sixty one, also Lots one (1), two (2) three (3) four (4)  
five (5) six (6) seven (7) eight (8) nine (9) ten (10) and eleven (11) of Block seventy (70)  
of Port Salerno, subdivision of lot No. 17 of the commissioners' subdivision of the Hanson  
Grant, situate in Palm Beach County, State of Florida, according to the plat of said Port  
Salerno filed for record in said County.

1-50¢  
1-#2  
U.S.I.R.  
STAMPS  
8/31/22 B.W.M.

TOGETHER with all the covenants, conditions and appurtenances, with every privilege, right, title, interest and estate, power and  
right of dower, reversion, remainder and easement therein belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in  
fee simple forever.

And the said part. Y. of the first part do covenants with the said part. Y. of the second part that the said part. Y. lawfully seized  
of the said premises: that they are free from all incumbrances, and that the said part. Y. of the second part do hereby fully warrant the title to said land,  
and the said part. Y. of the first part do hereby fully warrant the title to said land,  
and will defend the same against the lawful claims of all persons claiming.

IN WITNESS WHEREOF, the said part. Y. of the first part has hereunto set his hand and seal, the day and year  
above written.

Signed, sealed and delivered in our presence:

Irene M. Reiger Benjamin W. Mulford  
Will B. Parker

STATE OF Florida  
COUNTY OF Palm Beach  
I HEREBY CERTIFY, That on this 31st day of August, A. D. 1922 before me  
personally appeared Benjamin W. Mulford, unmarried  
known to me and known to be the person described in and who executed the foregoing instrument in Town of Salerno  
and solemnly acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned;  
and the said part. Y. of the second part, on a separate and private consultation taken and made by and before me, and separately and apart from her said husband, she acknowledged  
that she made herself a party to the said Deed of Conveyance, for the purpose of conveying, relinquishing and conveying all her right, title  
and interest, whether of dower or of separate property statutory or equitable, in and to the lands therein described; and that she executed  
said deed freely and voluntarily and without any constraint, fear, apprehension or compulsion of any kind or kindred husband.  
WITNESS my signature and official seal at, Salerno, in the County of Palm Beach  
and State of Florida, this day and year last aforesaid.

STATE OF FLORIDA (M. P. Seal)  
COUNTY OF PALM BEACH  
Irene M. Reiger  
Notary Public for the State of Florida at large  
My commission expires September 14, 1925.

I do hereby certify that the foregoing is a true copy of the original Deed filed  
in my office for record on the 15th day of September 1922 at 11:10 A. M. and recorded this  
25th day of September A. D. 1922.

Fred B. Yenne, Clerk.