

This Instrument Prepared By  
Action No. 37232  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399



Inst. # 2693990  
Bk: 2991 Pg: 2404 Pages: 1 of 17  
Recorded on: 5/9/2018 3:52 PM Doc: AGR  
Carolyn Timmann  
Clerk of the Circuit Court & Comptroller  
Martin County, FL  
Rec Fees: \$146.00

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL  
AND MODIFICATION TO INCREASE SQUARE FOOTAGE, REFLECT CURRENT STRUCTURES,  
UPDATED SURVEY AND CURRENT UPLAND OWNERSHIP

BOT FILE NO. 430125408

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 Red Sky, Inc., a Florida corporation and Martin County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in unsectionalized Hanson Grant, Township 38 South, Range 41 East, in Manatee Pocket, Martin County, Florida, containing 12,743 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 25, 2017.

TO HAVE THE USE OF the hereinabove described premises from December 6, 2017, the effective date of this modified lease renewal, through May 25, 2019, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 13-slip commercial docking facility and a connecting public boardwalk located on sovereignty submerged lands as part of a 17-slip docking facility (the other 4 slips and part of the public boardwalk are located on privately-owned submerged lands) to be used exclusively for mooring of recreational vessels and tour vessels in conjunction with an upland restaurant, 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, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 43-0200703-005, dated May 8, 2009, and Consolidated Environmental Resource Permit No. 43-0291627-001, dated February 15, 2011, incorporated herein and made a part of this lease by reference. 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 initial annual lease fee for the expanded area (2,738 square feet) of \$476.41, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed modified lease. The annual fee for the remaining years of this lease for the entire lease area (12,743 square feet) 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(31), 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 and as conditioned by the permits referenced in paragraph 1 of this lease. 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 Lessees' interest in their respective riparian upland property. The interest of Red Sky, Inc. is more particularly described in Attachment B and the interest of Martin County, Florida, is more particularly described as that portion of Salerno Road (St. Lucie Avenue per plat) lying south of and adjacent to Lot 17, Block 68 of the plat of Port Salerno, according to Plat Book 1, Page 132, Public Records of Palm Beach (now Martin) County, Florida, which became part of Martin County's maintenance system pursuant to Resolution 81-5.24 (Regarding Acceptance of Road Inventory for District "E"), recorded in Official Records Book 527, Page 2105, Public Records of Martin County, Florida, 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 interest in their respective riparian upland property. The interest of Red Sky, Inc. is more particularly described in Attachment B and the interest of Martin County, Florida, is more particularly described as that portion of Salerno Road (St. Lucie Avenue per plat) lying south of and adjacent to Lot 17, Block 68 of the plat of Port Salerno, according to Plat Book 1, Page 132, Public Records of Palm Beach (now Martin) County, Florida, which became part of Martin County's maintenance system pursuant to Resolution 81-5.24 (Regarding Acceptance of Road Inventory for District "E"), recorded in Official Records Book 527, Page 2105, Public Records of Martin County, Florida together with the riparian rights appurtenant thereto. If such interest is terminated 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. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

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:

Red Sky, Inc.  
P. O. Box 36  
Port Salerno, Florida 34992-0036

Martin County, Florida  
2401 SE Monterey Road  
Stuart, Florida 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 each Lessee's interest in their respective riparian upland property. The interest of Red Sky, Inc. is more particularly described in Attachment B and the interest of Martin County, Florida, is more particularly described as that portion of Salerno Road (St. Lucie Avenue per plat) lying south of and adjacent to Lot 17, Block 68 of the plat of Port Salerno, according to Plat Book 1, Page 132, Public Records of Palm Beach (now Martin) County, Florida, which became part of Martin County's maintenance system pursuant to Resolution 81-5.24 (Regarding Acceptance of Road Inventory for District "E"), recorded in Official Records Book 527, Page 2105, Public Records of Martin County, Florida, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and 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 each Lessee's interest in their respective riparian upland property. The interest of Red Sky Inc. is more particularly described in Attachment B and the interest of Martin County, Florida, is more particularly described as that portion of Salerno Road (St. Lucie Avenue per plat) lying south of and adjacent to Lot 17, Block 68 of the plat of Port Salerno, according to Plat Book 1, Page 132, Public Records of Palm Beach (now Martin) County, Florida, which became part of Martin County's maintenance system pursuant to Resolution 81-5.24 (Regarding Acceptance of Road Inventory for District "E"), recorded in Official Records Book 527, Page 2105, Public Records of Martin County, Florida. 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. 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. The 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. The 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).

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.

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

WITNESSES:

*Terri D. Gross*  
Original Signature

TERRI D. GROSS  
Print/Type Name of Witness

*Kathy C. Griffin*  
Original Signature

Kathy C. Griffin  
Print/Type Name of Witness

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

(SEAL)

BY: *Cheryl C. McCall*

Cheryl C. McCall, 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

STATE OF FLORIDA  
COUNTY OF LEON

"LESSOR"

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2018, by  
Cheryl C. McCall, 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

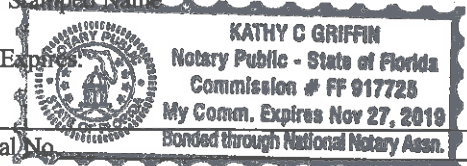
*Lawrence J. Stantek* 1/8/2018  
DEP Attorney Date

*Kathy C. Griffin*  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.



WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

Red Sky, Inc., a Florida corporation

(SEAL)

BY:

Original Signature of Executing Authority

Michael R. Harman

Typed/Printed Name of Executing Authority

President

Title of Executing Authority

"LESSEE"

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 12 day of February, 20 18, by Michael R. Harman as President of Red Sky, Inc., a Florida corporation, for and on behalf of the corporation. He is personally known to me or who has produced Driver's License, as identification.

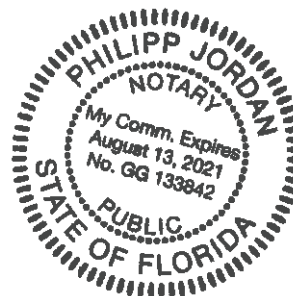
My Commission Expires:

Commission/Serial No.

Signature of Notary Public

Notary Public, State of

Printed, Typed or Stamped Name





ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA



CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

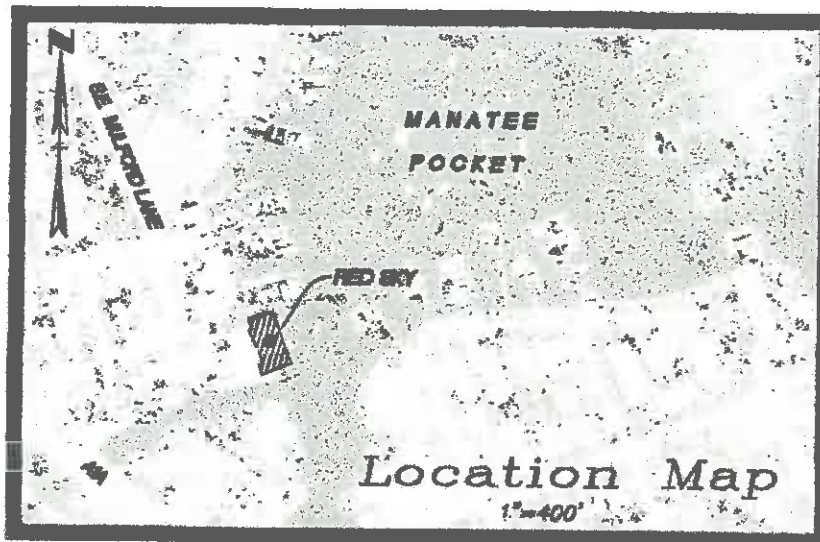


EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:



SARA W. WOODS, COUNTY ATTORNEY



**SURVEYOR'S NOTES**

- 1.) The purpose of this survey was to perform a specific purpose survey depicting the proposed submerged land lease area and its relationship to the existing upland boundary, proposed over water features and existing adjacent docks.
- 2.) The Survey was performed using GPS technology operating in Real Time Kinematic (RTK) mode. The horizontal datum is referenced to the North American Datum of 1983 adjustment of 2007 and projected on Florida state plane coordinate system East zone.

The following control stations were utilized in this project:

DESIGNATION - GCY D25  
 MONUMENT TYPE - Brass Disk in Concrete  
 STAMPING - GCY D25  
 NORTHING - 1021711.77  
 EASTING - 920988.58

DESIGNATION - GS 30  
 MONUMENT TYPE - Aluminum Disk  
 STAMPING - "MARTIN COUNTY GEODETIC CONTROL GS 30"  
 NORTHING - 1024896.15  
 EASTING - 914919.76

For more information pertaining to these control station refer to ([www.ngs.noaa.gov](http://www.ngs.noaa.gov))

3.) Elevations shown hereon reference the North American Vertical Datum of 1988 (NAVD 1988) Reference National Geodetic Survey vertical control station "872 2383 TIDAL 4" elevation = 2.41 feet

4.) The mean high water line depicted hereon reference the tide interpolation point 1023. Mean High Water = -0.58 feet

5.) Fieldwork was performed on June 6, 2009.

6.) This survey map is not valid without the signature and the original raised seal of the Florida licensed surveyor and mapper.

7.) This is a field survey.

8.) This Survey is certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

9.) This sketch and Legal is Based on Field and Field Survey Plat.

- 10.) This Sketch is not valid:
- Unless all sheets are included (1-3)
  - Unless the Description and Sketch Bear the Signature and Raised Seal of a Florida Licensed Surveyor.

RECEIVED  
 DEC 11 2009  
 WEST PALM BEACH

*Christopher J. Lindstedt*  
 CHRISTOPHER J. LINDSTEDT  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA REGISTRATION NUMBER: PSM 8372

SHEET 1 OF 3

Attachment A  
 PREPARED FOR: Page 10 of 17 Pages  
 RED SKY SSL NO. 430125408



BASE LINE LAND SURVEYORS, INC.  
 15351 AMBERBEAM BOULEVARD  
 WINTER GARDEN, FL 34787  
 Phone: 321-377-0390  
 Fax: 407-654-9889  
 CERTIFICATE OF AUTHORIZATION: LB 2028

Legal Description

ANY AND ALL SOVEREIGNTY LANDS LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES.

BEING A PARCEL OF SUBMERGED LAND IN THE MANATEE POCKET, LYING ADJACENT AND EAST OF THE EAST LINE OF BLOCK 69, REVISED PLAT OF BLOCKS 69-71 & 1 AND FIRST ADDITION TO PORT SALERNO, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF PALM BEACH, (NOW MARTIN COUNTY), FLORIDA, SAID PARCEL BEING SITUATED IN A PORTION OF THE HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 69, OF SAID REVISED PLAT OF BLOCKS 69-71 & 1 AND FIRST ADDITION TO PORT SALERNO; THENCE NORTH 69°05'20" EAST, A DISTANCE OF 7.27 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEING ON THE SAFE UPLAND LINE:

THENCE N62°20'42"E, A DISTANCE OF 3.51 FEET; THENCE N11°13'10"W, A DISTANCE OF 29.19 FEET; THENCE N71°27'25"E, A DISTANCE OF 72.08 FEET; THENCE S21°44'14"E, A DISTANCE OF 160.03 FEET; THENCE S68°15'46"W, A DISTANCE OF 90 FEET; THENCE N21°47'04"W, A DISTANCE OF 22.44 FEET TO A POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 24.5 FEET, CONCAVE TO THE WEST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74°44'46", A DISTANCE OF 31.95 FEET WHERE THE CHORD BEARS N11°53'56"E A DISTANCE OF 29.74 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N26°27'18"W, A DISTANCE OF 88.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL

CONTAINING 12742.69 SQUARE FEET OR 0.29 ACRES, MORE OR LESS

SAID LANDS SITUATE IN THE HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.





SLIP No.	LENGTH	WIDTH
1-4	30'	15'
5	55'	15'
6, 8, 11-13	30'	15'
7, 9	45'	15'

PREPARED FOR: **RED SKY** REVISION: 10/6/2010 ADDED BOARDWALK AND EASEMENT  
9/25/2017 REVISED SLIP NUMBERS AND LEGAL

Attachment A  
Page 12 of 17 Pages  
SSLL NO. 430125408

## LEGEND

**R=Radius**

### L-CURVE LENGTH

CHB=CHORD BEARING  
CH=CHORD LENGTH

RECORD VERIFIED

976710

This Instrument prepared by:  
 Thomas E. Streit, Esquire  
 Marshon, Sawyer, Johnston, Dunwoody & Cole  
 777 S. Flagler Drive, Suite 900  
 East Tower, Phillips Point  
 West Palm Beach, Florida 33401

Parcel ID #51-38-41-002-069-00070-50000  
 #51-38-41-002-069-00150-80000

## SPECIAL WARRANTY DEED

THIS DEED made on this 22<sup>nd</sup> day of December, 1992, by FNB PROPERTIES, INC. (the "Grantor"), whose address is 100 NE 3rd Avenue, Suite 200, Ft. Lauderdale, Florida 33301, to Red Sky, Inc., a Florida corporation (the "Grantee"), whose address is P.O. Box 547, Jensen Beach, Florida 34958-0542. The terms "Grantor" and "Grantee" in this instrument include the respective successors and assigns of said parties.

## W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee the following property (the "Property") lying and being in Martin County, Florida, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

## SUBJECT TO THE FOLLOWING:

1. Real estate taxes for the year 1993 and subsequent years.
2. Covenants, conditions, easements, encumbrances, reservations and restrictions of record, without hereby reimposing same.
3. Zoning and other governmental restrictions.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to said Property.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; and that the Grantor does hereby warrant the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no other.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered  
 in the presence of:

Barbara Hess  
 Print Name: Barbara Hess

Elaine Free Love  
 Print Name: Elaine Free Love

FNB PROPERTIES, INC.

By: Angela Miller  
 Angela Miller  
 Vice President  
 (Corporate Seal)

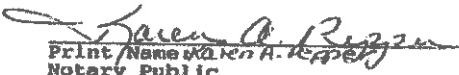
DOC-DEED 3167500  
 DOC-MTG 0  
 DOC-ARM 0  
 INT-TAX 0  
 MARTIN COUNTY  
 CLERK OF CIRCUIT COURT  
 BY AK D.C.

32249901 P61928

STATE OF FLORIDA )

COUNTY OF )

The foregoing instrument was acknowledged before me this  
day of December, 1992, by Angela Miller as Vice President  
of FNB PROPERTIES, INC., a Florida corporation, on behalf of the  
corporation. She is personally known to me or has produced  
as identification and did not take an oath.

  
Print Name Karen A. Rizzo  
Notary Public  
My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
1993

TES6935w

Unofficial Copy

ORD 991 PG 1929

## EXHIBIT "A"

Lots 7, 8, 9, 10, 11, 12, 13 and 14, Block 69, REVISED PLAT OF BLOCKS 69, 71 and 1, of FIRST ADDITION TO PORT SALERNO, as recorded in Plat Book 8, page 28, Palm Beach (now Martin) County, Florida public records.

Lots 15, 16, 17 and 18 of Block 69, according to the Revised Plat of Block 69, according to the Revised Plat of Blocks 69, 71 and 1, of FIRST ADDITION TO PORT SALERNO, as recorded in Plat Book 8, page 28, Palm Beach (now Martin) County, Florida public records.

Together with the additional real property in Martin County, Florida:

A parcel of filled, formerly sovereignty submerged lands in the Hanson Grant, Township 28 South, Range 41 East, lying adjacent and West of the East line of Block 69, Revised Plat of Blocks 69-71 and 1 and FIRST ADDITION TO PORT SALERNO as recorded in Plat Book 8, Page 28, Palm Beach (now Martin) County, Florida public records and being more particularly described as follows:

Beginning at the Northeast corner of Lot 18, and Block 69; thence run North 69 degrees 05'20" East along the extended North line of

Block 69, a distance of 7.26 feet to a point; thence South 25 degrees 44'33.5" East a distance of 39.083 feet to a point; thence South 26 degrees 09'59.7" East a distance of 39.496 feet to a point of curve concave to the West having a radius of 40.065 feet, a central angle of 40 degrees 12'33.6", having a chord bearing of South 06 degrees 03'52.8" East a distance of 27.54 feet; thence in a clockwise direction along the arc of said curve a distance of 28.113 feet to a point of non-radial compound curve, said new curve being concave to the Northwest having a radius of 35.444 feet, a central angle of 13 degrees 16'23.7" having a chord bearing of South 38 degrees 12'35.4" West a distance of 8.295 feet; thence in clockwise direction along the arc of said curve a distance of 8.314 feet to a point on the East line of Lot 18 and Block 69; thence North 20 degrees 54'40" East a distance of 109.152 feet to the Point and Place of Beginning.

LESS AND EXCEPT any of the above-described lands which are located below the current line of mean high water of the Manatee Pocket, ownership of which having been reserved and retained unto the State of Florida by Quitclaim Deed dated December 29, 1988 and recorded in Official Records Book 800, Page 313, Martin County, Florida public records.

2000 05 11 PM 1 03 0

2000 05 11 PM 1 03 0

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

---

QUITCLAIM DEED

NO. 28223 (3796-43)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, was by Section 253.12, Florida Statutes, as amended by Section 1, of Chapter 57-362, Laws of Florida, Acts of 1957, authorized and empowered to convey certain lands under the terms and conditions set forth therein; and,

WHEREAS, the lands herein described were, prior to the enactment of said Chapter 57-362, extended or added to existing lands bordering on or in the navigable waters of the State of Florida, as defined in said Act; and,

WHEREAS, application has been made to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by the riparian owner or owners of the upland so extended or added to for the conveyance of the lands so filled and hereinafter described; and,

WHEREAS, said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida did approve said application on the 13th day of September, A. D., 1988, and has determined that the consideration for the giving of this deed is the appraised value of said lands as they existed prior to such filling;

NOW, THEREFORE, the undersigned Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Grantor, under authority of Section 253.12(6), Florida Statutes, for and in the consideration of the sum of Two-Hundred and 00/100 Dollars, (\$200.00) and other good and valuable considerations, to it in hand paid by LUCIAN F. MINER AND SANDRA MINER, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the said LUCIAN F. MINER AND SANDRA MINER, their successors and assigns, forever, all the right, title, interest, claim and demand which it, the said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, may have in and to the following described lands in Martin County, Florida, to-wit:



A parcel of filled, formerly sovereignty submerged lands in the Hanson Grant, Township 38 South, Range 41 East, lying adjacent and West of the East line of Block 69, Revised Plat of Blocks 69-71 and 1 and FIRST ADDITION TO PORT SALERNO as recorded on Plat Book 8, Page 28, Public Records of Palm Beach (now Martin) County, Florida and being more particularly described as follows:

Beginning at the Northeast corner of Lot 18, and Block 69; thence run North 69°05'20" East along the extended North line of Block 69, a distance of 7.266 feet to a point; thence South 25°44'33.5" East a distance of 39.083 feet to a point; thence South 26°09'59.7" East a distance of 39.496 feet to a point of curve concaved to the West having a radius of 40.065 feet, a central angle of 40°12'13.6", having a chord bearing of South 06°03'52.8" East and distance of 27.54 feet, thence in a clockwise direction along the arc of said curve a distance of 28.113 feet to a point of non-radial compound curve, said new curve being concaved to the Northwest having a radius of 35.444 feet, a central angle of 13°26'23.7" having a chord bearing of South 38°12'35.4" West a distance of 8.295 feet; thence in clockwise direction along the arc of said curve a distance of 8.314 feet to a point on the East line of Lot 18 and Block 69; thence North 20°54'40" West a distance of 109.152 feet to the Point and Place of Beginning.

Containing 1178.5+/- Square Feet, or 0.027 acres.

LESS AND EXCEPT any of the above-described lands which are located below the current line of mean high water of the Manatee Pocket, it being the express intent of the Grantor to retain and reserve such lands within the sovereignty ownership of the State of Florida.

SAVING AND RESERVING unto the said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and its successors an undivided three-fourths interest in, and title in and to, an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be hereunto affixed in the City of Tallahassee, Florida, on this the 29th day of December, A.D., 1988.

(SEAL)  
Board of Trustees of the Internal  
Improvement Trust Fund of the  
State of Florida

JANUARY  
1989

Attachment B  
Page 17 of 17 Pages  
SSLL NO. 430125408

Approved As To Form & Legality

*Eugene L. M. C. C. C.*

Page 2 of Trustees'  
Quitclaim Deed No. 28223(3796-43)

*B. J. M. C.*  
Governor

*R. S. S.*  
Secretary of State

*Ronald Lewis*  
Attorney General

*Bill Hunter*  
Comptroller

*Debbie C. C.*  
Treasurer

*Debbie C. C.*  
Commissioner of Education

*Debbie C. C.*  
Commissioner of Agriculture

As and Constituting the Board  
of Trustees of the Internal  
Improvement Trust Fund of the  
State of Florida.