



This Instrument Prepared By:
Sue Jones
Action No. 43643
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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL
AND MODIFICATION TO REDUCE SQUARE FOOTAGE, AND REFLECT CURRENT STRUCTURES
AND UPDATED SURVEY

BOT FILE NO. 430031348

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 described as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 26,
Township 37 South, Range 41 East, in Indian River,
Martin County, Florida, containing 27,304 square feet, more or less,
as is more particularly described and shown on Attachment A, dated March 22, 2021.

TO HAVE THE USE OF the hereinabove described premises from May 10, 2021, the effective date of this modified lease renewal, through September 26, 2025, 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 9-slip docking facility to be used exclusively for mooring of recreational vessels in conjunction with an upland public park, 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 25, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. 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. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:

Monroe County
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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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 10 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.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. LIVEBOARDS: 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 liveboards 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.

26. 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.

27. SPECIAL LEASE CONDITION: 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).

[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:

Kathy C Griffin
Original Signature
Kathy C Griffin
Print/Type Name of Witness

Sue Jones
Original Signature
Sue Jones
Print/Type Name of Witness

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

BY: [Signature]
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.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 20th day of September 2021, 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:

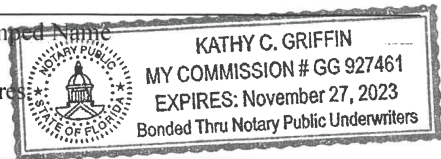
[Signature] 6/6/2021
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

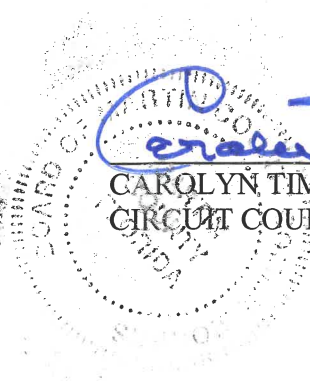
My Commission Expires

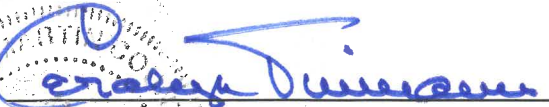
Commission/Serial No.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA



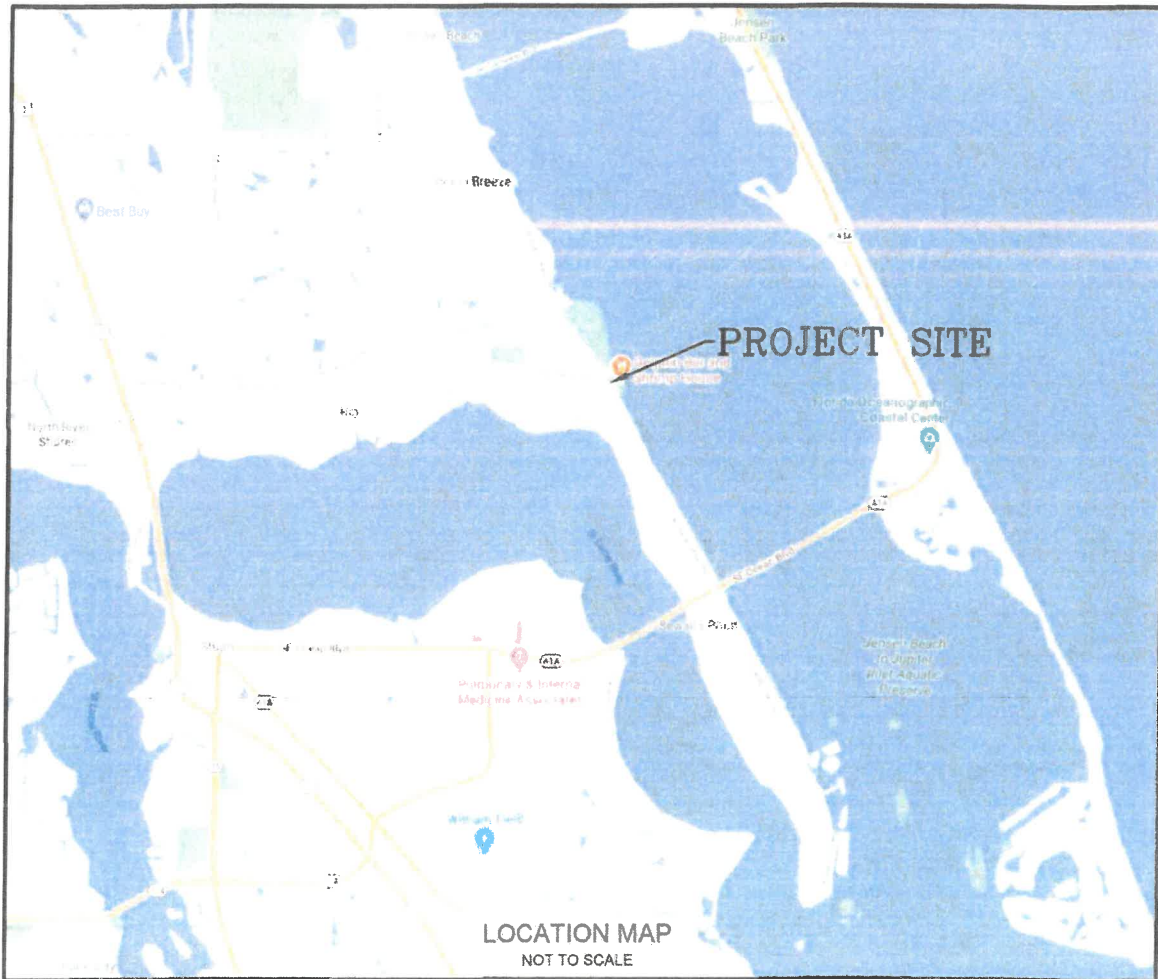

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER


STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:


SARAH W. WOODS, COUNTY ATTORNEY

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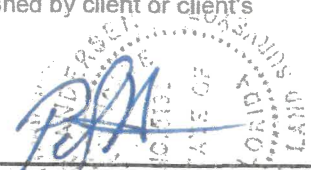
Certification

(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

3/22/2021
Date of Signature


Peter Andersen
Professional Surveyor and Mapper
Florida Certificate No. 5199

Attachment A
Page 8 of 17 Pages
SSLL NO. 430031348

NO.	REVISIONS	DATE	BY


INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE
PO BOX 1489 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1086 • WWW.GCYINC.COM

SUBMERGED LAND LEASE FOR:
INDIAN RIVERSIDE PARK
MARTIN COUNTY, FLORIDA

Scale: N/A	Date: 10-8-20	File & Drawing No.: 16-1060-16
Drawn By: GCY IV	Checked: PA	Sheet 1 OF 6

LEGAL DESCRIPTION

Being a parcel of sovereign submerged land lying in the Indian River, Section 26, Township 37 South, Range 41 East, Martin County, Florida and being more particularly described as follows:

Commence at the SW Corner of Lot 1 of Plat of F.I.T. Minor Plat No. 1, as recorded in Plat Book 6, Page 28, Public Records, Martin County, Florida; Thence, South 89°43'07" East, along the South property line of said Lot 1, a distance of 645.82 feet to a point on the Jensen Beach Bulkhead Line; Thence, North 18°01'41" West, along said Jensen Beach Bulkhead Line, a distance of 389.20 feet to the Point of Beginning; Thence, continue North 18°01'41" West, a distance of 8.29 feet; Thence, North 03°17'07" West, a distance of 11.77 feet; Thence, North 83°09'55" East, a distance of 488.56 feet; Thence, North 07°16'32" West, a distance of 5.00 feet; Thence, North 82°43'28" East, a distance of 48.87 feet; Thence, South 06°13'08" East, a distance of 129.31 feet; Thence, South 85°19'39" West, a distance of 62.21 feet; Thence, North 06°41'44" West, a distance of 56.40 feet; Thence, South 83°02'11" West, a distance of 174.01 feet; Thence, North 06°54'06" West, a distance of 35.10 feet; Thence, South 83°27'25" West, a distance of 198.51 feet; Thence, North 07°59'43" West, a distance of 9.59 feet; Thence, South 83°10'13" West, a distance of 100.34 feet to the Point of Beginning.

Containing 27304.24 square feet, more or less.

APPROVED
By Jorge G. Alonso at 8:59 am, Apr 13, 2021

Surveyor's Notes:

- 1) This sketch and legal description is based on a field survey only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless:
 - A) Provided in its entirety consisting of 6 sheets, with sheets 3, 4, & 5 being the sketch of description.
 - B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.
- 3) Bearings shown hereon are referenced to the South property line of Indian Riverside Park, having a bearing of South 89°43'07" East, and all others are relative thereto.

4) Certified to:

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

THIS IS A FIELD SURVEY

Attachment A
Page 9 of 17 Pages
SSLL NO. 430031348

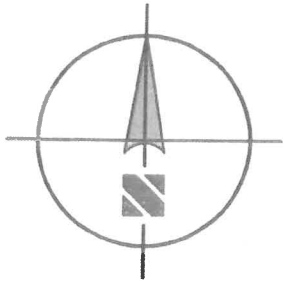
NO.	REVISIONS	DATE	BY


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SUBMERGED LAND LEASE FOR:
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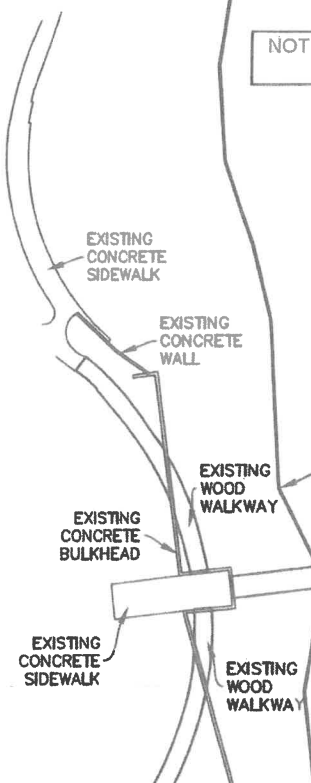
Scale: N/A	Date: 10-8-20	File & Drawing No.: 16-1060-16
Drawn By: GCY IV	Checked: PA	Sheet 2 of 6

NOTE: SHORELINE NATURAL
1000' ± NORTH



Submerged Lands Trustees Deed
O.R.B. 38, Pg. 40
Current Deed to Martin County
O.R.B. 1233 Pg. 860

N03°17'07"W 455.00'



MEAN HIGH WATER LINE
EL: -0.53' (NAVD88)
ACQUIRED 9/1/2020

POINT OF BEGINNING
N:1051677.82
E:912558.11

SUBMERGED LAND LEASE EASEMENT
(SEE SHEET 4)

Submerged Lands Trustees Deed
O.R.B. 38, Pg. 40
Current Deed to Martin County
O.R.B. 1233 Pg. 860

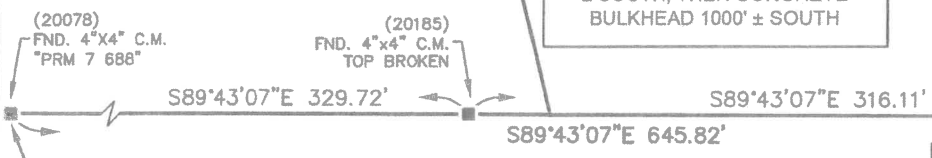
JENSEN BEACH BULKHEAD LINE
N180°14'1"W 389.20'

INDIAN RIVER

NOTE: SHORELINE NATURAL 283'
± SOUTH, THEN CONCRETE
BULKHEAD 1000' ± SOUTH

RIPIARIAN LINE

Attachment A
Page 10 of 17 Pages
SSLL NO. 430031348



POINT OF COMMENCEMENT
SW Corner of Lot 1, Plat of F.I.T. Minor Plat No.1 (P.B. 6, PG. 28, Public Records, Martin County)

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

THIS IS A FIELD SURVEY

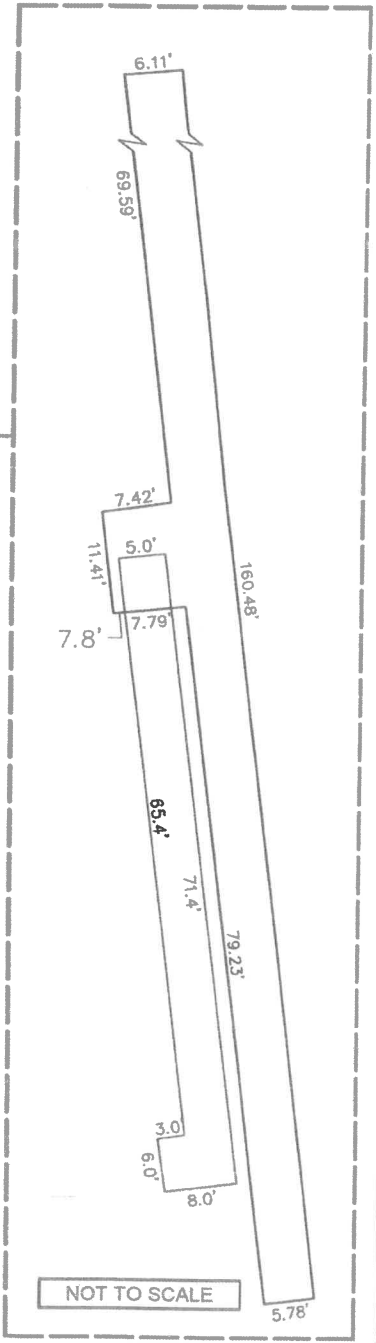
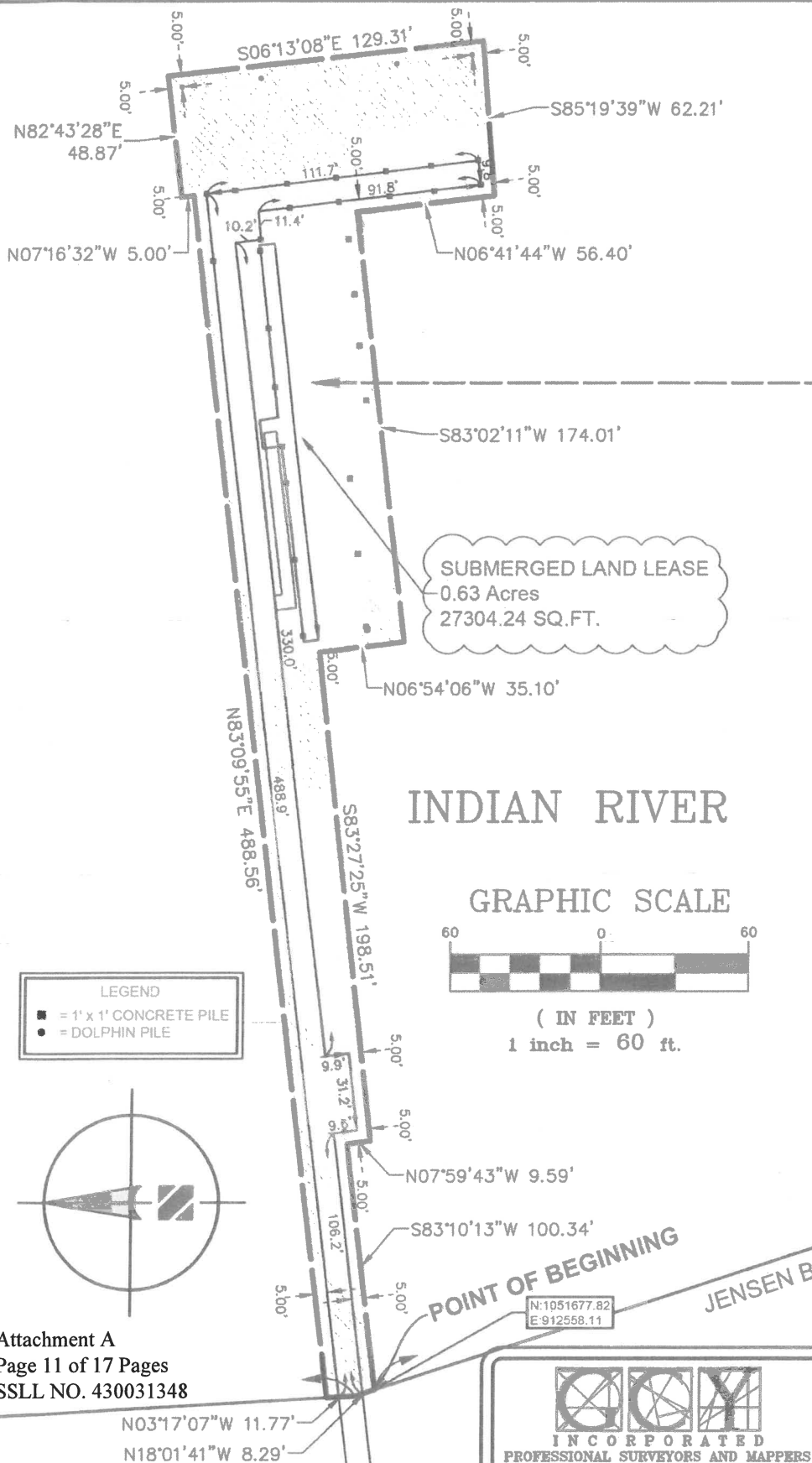
LEGEND
C.M. = CONCRETE MONUMENT
FND. = FOUND
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK

GCY
INCORPORATED
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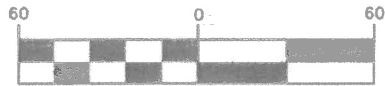
Scale: 1" = 80'	Date: 10-8-20	File & Drawing No.: 16-1080-16
Drawn By: GCY IV	Checked: PA	Sheet 3 of 6

NO.	REVISIONS	DATE	BY



INDIAN RIVER

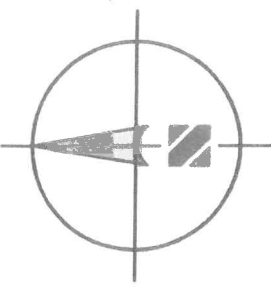
GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

LEGEND

- = 1' x 1' CONCRETE PILE
- = DOLPHIN PILE




Attachment A
Page 11 of 17 Pages
SSLL NO. 430031348

POINT OF BEGINNING

JENSEN BEACH BULKHEAD LINE

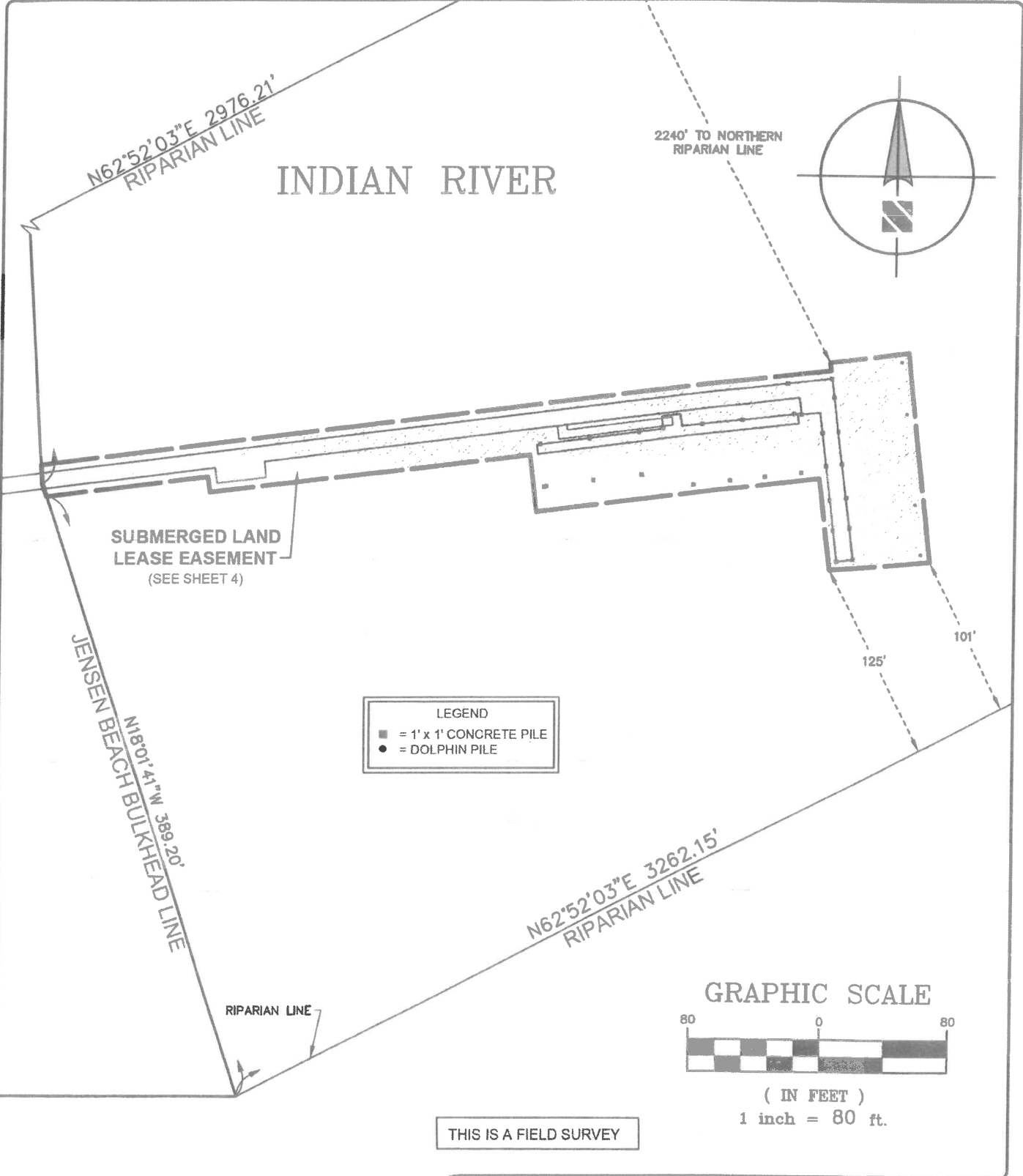
THIS IS A FIELD SURVEY


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Drawn By: GCY IV	Checked: PA	Sheet 4 of 6

NO.	REVISIONS	DATE	BY



Attachment A
Page 12 of 17 Pages
SSLL NO. 430031348



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MARTIN COUNTY, FLORIDA

Scale: 1" = 60'	Date: 10-8-20	File & Drawing No.: 16-1080-16
Drawn By: GCY IV	Checked: PA	Sheet 5 OF 6

NO.	REVISIONS	DATE	BY
1	ADDED NORTHERN RIPARIAN LINE	1/29/21	GCY IV



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Tidal Water Survey Procedural Approval

Date: 9/1/2020
Name: Peter Andersen
Firm Name: GCY, Inc.
Address: P.O. Box 1469
Palm City, FL 34991
Phone: 772.286.8083 Email: petea@gcyinc.com

Point Identification No. 1004 County: Martin
USGS 7.5-Minute Quad Map Name: St. Lucie Inlet
Mean High Water (MHW): -0.53 ft Mean Low Water (MLW): -1.47 ft
Unit of Measurement: Feet Datum: NAVD88 Tidal Epoch: 1983 - 2001

Procedure: Extend the above MHW height to job if within one-half mile.
Source of Data: Florida Department of Environmental Protection, Bureau of Survey and Mapping.

This form constitutes approval of the method to be used to survey the mean high-water line or the mean low-water line within one half mile of the point identified above.

Retain this form for record keeping. Submit a copy of this form with the completed survey to the Bureau of Survey and Mapping.

Contact:
Florida Department of Environmental Protection
Bureau of Survey and Mapping
Mean High Water Repository
3800 Commonwealth Boulevard, Mail Station 105
Tallahassee, FL 32399-3000
Tel. (850) 245-2606

Approved by:
W. Lamar Evers, PSM Digitally signed by W. Lamar Evers, PSM
Date: 2020.09.01 11:40:13 -0400
9/1/2020
(Date)

1707 NE Indian River Drive - Jensen Beach

Attachment A
Page 13 of 17 Pages
SSLL NO. 430031348

NO.	REVISIONS	DATE	BY

INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1066 • WWW.GCYINC.COM

SUBMERGED LAND LEASE FOR:
INDIAN RIVERSIDE PARK
MARTIN COUNTY, FLORIDA

Scale: N/A	Date: 10-8-20	File & Drawing No.: 16-1060-16
Drawn By: GCY IV	Checked: PA	Sheet: 6 of 6

MARSHA STILLER
CLERK OF CIRCUIT COURT
MARTIN CO., FL

RECORDED & VERIFIED
BY D.C.

01230951

97 APR 25 PM 2:10

Return to:

This Instrument Prepared By:
Marsha P. Wikfors, Esq.
DEAN, MEAD & MINTON
1903 South 25th Street, Suite 200
Post Office Box 2757
Fort Pierce, Florida 34954-2757
(407) 464-7700

DOC-DEED: 25,000.00 DD MARSHA STILLER
DOC-MTG: _____ MARTIN COUNTY
DOC-ASM: _____ CLERK OF CIRCUIT COURT
INT. TAX: _____ BY TC D.C.

Tax Parcel I. D.

26-37-41-000-000-00370-3

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of the 25th day of April, 1997, by FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida not-for-profit corporation, whose address is 150 West University Boulevard, Melbourne, Florida 32901-6988 ("Grantor"), to MARTIN COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996 ("Grantee").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, that certain parcel of real property (the "Land") situate in Martin County, Florida and more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same.

AND GRANTOR hereby covenants with Grantee that it is lawfully seized of the Land in fee simple; that it has good right and lawful authority to sell and convey the Land; that Grantor hereby fully warrants the title to the Land and will defend the same against lawful claims of all persons claiming by, through or under Grantor, but not otherwise; and that the Land is free of all encumbrances except taxes for 1997, governmental laws, ordinances, rules and regulations and those matters designated as "Permitted Exceptions" in Exhibit "B", attached hereto and made a part hereof.

Accepted pursuant to
Resolution No. 97-4.11b

OR BK1 2 3 3 PGO 8 6 0

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

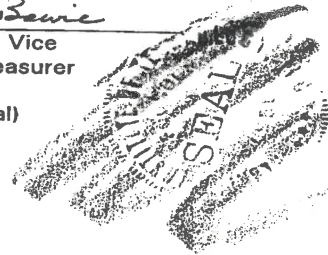
FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida not-for-profit corporation

Robert N. Klein
Print Name: Robert N. Klein

By: Robert C. Bowie
Robert C. Bowie, Vice President and Treasurer

Lorene P. Spencer
Print Name: Lorene P. Spencer

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 25 day of April, 1997, by ROBERT C. BOWIE, as Vice President and Treasurer of FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida not-for-profit corporation. Said person took an oath and said person either (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:

Lorene P. Spencer
Print Name: Lorene P. Spencer
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



Lorene P. Spencer
MY COMMISSION # CC540880 EXPIRES
March 31, 2000
BONDED THROUGH TROY FARM INSURANCE, INC.

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN SECTION 26, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwesterly corner of Lot One F.I.T. Minor Plat No. One, as recorded in Plat Book 6, Page 28, of the Public Records of Martin County, Florida; Thence South $89^{\circ}28'21''$ East, along the South line of said Lot One, a distance of 8.77 feet to a point on a line being 40 feet northeasterly of and parallel with the centerline of Sewall's Point Road also being the Point of Beginning;

Thence North $31^{\circ}18'46''$ West, along said line, a distance of 524.54 feet to the point of curvature; Thence Northwesterly along said line, on a curve to the left, having a radius of 540.00 feet; subtending a central angle of $11^{\circ}05'13''$ and an arc distance of 104.49 feet to the Point of Tangency; Thence North $42^{\circ}23'59''$ West along said line, a distance of 1002.31 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 460.00 feet; Thence Northwesterly along the arc of said curve through a central angle of $16^{\circ}24'25''$, an arc distance of 131.72 feet to the Point of Tangency; Thence North $25^{\circ}59'34''$ West along said line, a distance of 344.81 feet to a point on the division line between this parcel and the lands, now or formerly of E.A. Matthews; Thence North $57^{\circ}36'08''$ East, departing said line and along said line of E.A. Matthews, a distance of 1202.60 feet to a point on the Jensen Beach bulkhead line; Thence along said bulkhead line through the following seven (7) courses:
 Thence South $46^{\circ}38'22''$ East, a distance of 344.55 feet;
 Thence South $33^{\circ}55'00''$ East, a distance of 272.08 feet;
 Thence South $27^{\circ}59'00''$ East, a distance of 334.00 feet;
 Thence South $15^{\circ}17'00''$ East, a distance of 275.00 feet;
 Thence South $09^{\circ}43'17''$ East, a distance of 493.31 feet;
 Thence South $02^{\circ}50'18''$ East, a distance of 455.00 feet;
 Thence South $17^{\circ}34'52''$ East, a distance of 395.12 feet to a point on said South line of Lot One and Easterly extension thereof; Thence North $89^{\circ}28'21''$ West, departing said bulkhead line, and along the South line of said Lot One, a distance of 636.31 feet to the Point of Beginning.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Oil, Gas and Mineral Reservations in favor of Trustees of the Internal Improvement Fund, as contained in Deed No. 22345 (514-43), dated December 18, 1959, and recorded December 24, 1959, in Official Records Book 38, Page 141, Public Records of Martin County, Florida.
2. Oil, Gas and Mineral Reservations in favor of Trustees of the Internal Improvement Fund, as contained in Deed No. 22341 (513-43), dated December 17, 1959, and recorded December 24, 1959, in Official Records Book 38, Page 140, Public Records of Martin County, Florida.
3. Easement in favor of Florida Power & Light Company contained in instrument dated August 5, 1957, and recorded August 12, 1957, in Deed Book 94, Page 497, Public Records of Martin County, Florida.
4. Terms, Conditions and Rights pursuant to Sovereignty Submerged Land Lease, recorded in Official Records Book 946, Page 1391, Public Records of Martin County, Florida, as renewed by Sovereignty Submerged Land Lease Renewal dated September 26, 1995, recorded in Official Records Book 1190, Page 2076, Public Records of Martin County, Florida.
5. The right, title and interest, if any, of the public to use any part of the land below the mean high water line.
6. Any and all rights of the United States of America over submerged lands described in Deed Book 38, Page 140 and Deed Book 38, Page 141, Public Records of Martin County, Florida, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce.
7. Easement Deed in favor of Chancellor of Stuart, Inc., a Delaware corporation, contained in instrument dated January 30, 1997, and recorded January 30, 1997, in Official Records Book 1217, Page 1551, Public Records of Martin County, Florida.
8. Matters shown on that certain survey bearing Project No. 95-0379, prepared by Lindahl, Browning, Ferrari & Hellstrom, Inc., dated January 31, 1996.

f:\data\vrnk\litt\special.wd