

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-76**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A DRAFT SOVEREIGNTY SUBMERGED LAND LEASE, SUBJECT TO FINAL DOCUMENT MODIFICATIONS, FOR BAY BOTTOM LOCATED WITHIN THE BOUNDARY AND SURROUNDED BY LANDS AT THE HISTORIC 7 MILE MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon acquired the historic 7 Mile Marina at the end of 2021;
and

WHEREAS, as part of the purchase of the marina, the City is required to change the identified owner of the property with respect to an existing Sovereignty Submerged Land Lease held by the previous owner; and

WHEREAS, the Attached document accomplishes this requirement; and

WHEREAS, the attached document is identified as a draft document, staff understands that there are no anticipated changes upon the City's adoption of the attached lease agreement; and

WHEREAS, approval of this Sovereignty Submerged Land Lease is in the best interest of the City for the purposes that the historic marina was acquired,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The attached draft Sovereignty Submerged Land Lease is hereby approved and the City Manager is authorized to sign the final document as will be provided by the Florida Department of Environmental Protection on behalf of the Board of Trustees of the Internal Improvement Trust Fund.

Section 3. Effective Date. This Resolution shall become effective upon adoption and upon signature of both parties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9TH DAY OF AUGUST, 2022.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Cook, Gonzalez, Still, Zieg, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

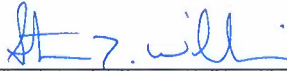
ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



Steve Williams, City Attorney

This Instrument Prepared By:
Raelene Lenox
Action No. 44839
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 LEASE
MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP

BOT FILE NO. 440339675

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

City of Marathon, Florida, hereinafter referred to as the Lessee, the sovereignty lands defined in 18-21.003, Florida

Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in
Section 8, Township 66 South, Range 32 East, in Marathon,
Monroe County, Florida, containing 1,657 square feet, more or less,
as is more particularly described and shown on Attachment A, dated May 15, 2019.

TO HAVE THE USE OF the hereinabove described premises from December 29, 2021, the effective date of this lease modification, through May 24, 2026, the expiration date of this lease modification. 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 commercial docking facility with remnant docks and pilings to be used in conjunction with an upland undeveloped commercial marina property, 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 initial annual lease fee of \$559.01, 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:

City of Marathon
c/o Marathon City Marina
800 35th Street
Marathon, Florida 33050

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. 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 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.

[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

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

[Signature] (SEAL)
BY: Brad Richardson
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.

Celada Wallace
Original Signature
Celada Wallace
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 7th day of September 20 22, 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] 8/12/2022
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name: KATHY C. GRIFFIN
My Commission Expires: MY COMMISSION # GG 927461
EXPIRES: November 27, 2023
Bonded Thru Notary Public Underwriters
Commission/Serial No. _____

WITNESSES:

Hillary Palmer
Original Signature

Hillary Palmer
Typed/Printed Name of Witness

Diane Clavier
Original Signature

Diane Clavier
Typed/Printed Name of Witness

City of Marathon, Florida (SEAL)

BY: George Garrett
Original Signature of Executing Authority

George Garrett
Typed/Printed Name of Executing Authority

City Manager
Title of Executing Authority

Title of Executing Authority

STATE OF FL

COUNTY OF Monroe

“LESSEE”

The foregoing instrument was acknowledged before me by means of 0 physical presence or 12 online notarization this 12 day of August, 2022, by George Garrett, who is the City Manager on behalf of the City of Marathon, Florida.. He/she is personally known to me or has produced _____, as identification.

My Commission Expires:

7/29/23
GG 345539
Commission/Serial No.

Diane Clavier
Signature of Notary Public

Notary Public, State of FL

Printed, Typed or Stamped Name



6/4/2021

Bing Maps - Directions, trip planning, traffic cameras & more



1090 Overseas Hwy, Marathon, FL 33050

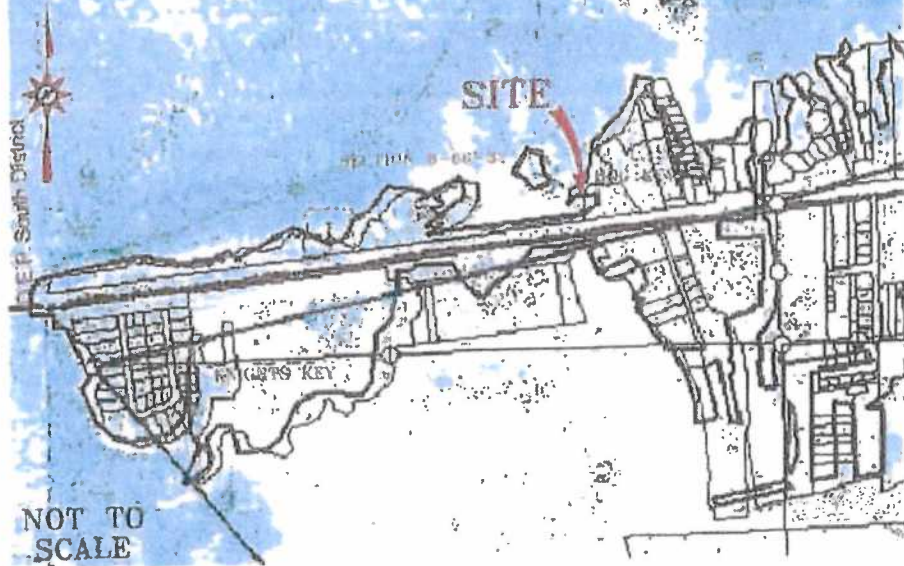
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SKETCH OF LEGAL DESCRIPTION
OF SUBMERGED LAND LEASE

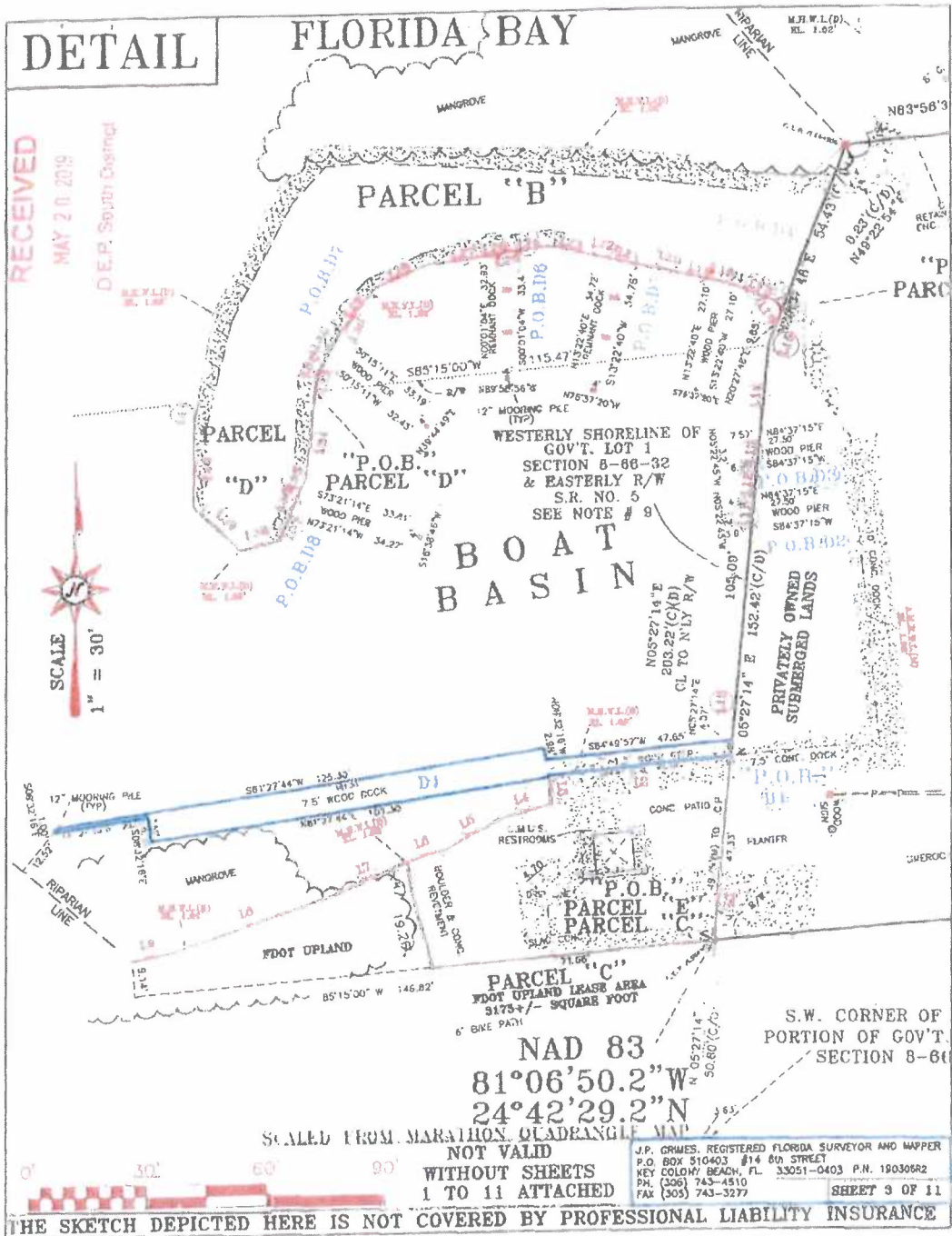
SECTION 8-66-32
HOG KEY
CITY OF MARATHON

VICINITY MAP
PART OF MARATHON QUADRANGLE



RECEIVED
MAY 20 2019
DEPT. South District

LEGEND		ABBREVIATIONS	
●	FOUND CONTROL POINT	B.C.	BENCHMARK
○	5/8" IRON PIPE/ANCH	C.L.F.	CHAIN LINK FENCE
○	SET CONTROL POINT	CORNER	CORNER
○	5/8" IRON PIPE/ANCH	R/W	RIGHT-OF-WAY
○	FOUND 1/2" PIPE	PLAT	PLAT
○	5/8" IRON PIPE	RECALCULATED	RECALCULATED
○	SET 1/2" PIPE	DESCRIPTION	DESCRIPTION
○	FOUND 1/4" PIPE	P.O.C.	POINT OF COMMENCEMENT
○	SET 1/4" PIPE	P.O.B.	POINT OF BEGINNING
○	FOUND 3/4" IRON	P.O.C.	POINT OF CURVE
○	SET 3/4" IRON	P.I.	POINT OF INTERSECTION
○	FOUND 1" IRON	P.T.	POINT OF TANGENT
○	SET 1" IRON	C	CENTRALLINE
○	FOUND 1 1/2" IRON	A/C	AIR CONDITIONER
○	SET 1 1/2" IRON	B.C.L.	BALCONY
○	FOUND 2" IRON	C.W.T.	CANISTER
○	SET 2" IRON	T.P.	TYPICAL
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RECEIVED
MAY 20 2019
D.E.P. South District

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT

LEGAL DESCRIPTION FOR D.N.R. LEASE

PARCEL "D1"

THAT PART OF THE SOVEREIGN LAND OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA, IN FLORIDA BAY, ADJACENT TO A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO. 5, ALSO KNOWN AS U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO. 5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, BEING LOCATED SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, TO AND ALONG SAID WESTERLY SHORELINE OF HOG KEY, FOR A DISTANCE OF 98.13 FEET, TO THE MEAN HIGH WATER LINE OF AN EXISTING BASIN AND THE POINT OF BEGINNING OF THE PARCEL OF SUBMERGED LAND HEREINAFTER DESCRIBED;
THENCE NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, 4.07 FEET;
THENCE SOUTH 84 DEGREES 49 MINUTES 57 SECONDS WEST, 47.65 FEET;
THENCE NORTH 08 DEGREES 32 MINUTES 16 SECONDS WEST, 2.98 FEET;
THENCE SOUTH 81 DEGREES 27 MINUTES 44 SECONDS WEST, 125.30 FEET;
THENCE SOUTH 08 DEGREES 32 MINUTES 16 SECONDS EAST, 1.00 FEET;
THENCE NORTH 81 DEGREES 27 MINUTES 44 SECONDS EAST, 24.00 FEET;
THENCE SOUTH 08 DEGREES 32 MINUTES 16 SECONDS EAST, 6.50 FEET;
THENCE NORTH 81 DEGREES 27 MINUTES 44 SECONDS EAST, 101.27 FEET;
THENCE BEAR ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING 2 COURSES,
1) NORTH 06 DEGREES 10 MINUTES 10 SECONDS WEST, 0.51 FEET;
2) NORTH 84 DEGREES 49 MINUTES 57 SECONDS EAST, 46.68 FEET,
BACK TO THE POINT OF BEGINNING.
CONTAINING AS AREA OF 972.397, PLUS OR MINUS, SQUARE FOOT.

NOT VALID WITHOUT
SHEETS 1 TO 11 ATTACHED

J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 814 6th STREET
KEY COLONY BEACH, FL 33051-0403 P.M. 190306R2
PH. (305) 743-4310
FAX (305) 743-3277

SHEET 4 OF 11

RECEIVED
MAY 20 2008
D.E.R. South District

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT

LEGAL DESCRIPTION FOR D.N.R. LEASE

PARCEL "D2"

THAT PART OF THE SOVEREIGN LAND OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA, IN FLORIDA BAY, ADJACENT TO A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO. 5, ALSO KNOWN AS U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO. 5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, BEING LOCATED SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, TO AND ALONG SAID WESTERLY SHORELINE OF HOG KEY, FOR A DISTANCE OF 157.91 FEET, TO THE INTERSECTION OF SAID LINE AND THE SOUTHERLY EDGE OF AN EXISTING PIER AND THE POINT OF BEGINNING;
THENCE NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, 3.26 FEET;
THENCE SOUTH 84 DEGREES 37 MINUTES 15 SECONDS WEST, 4.55 FEET;
THENCE SOUTH 05 DEGREES 22 MINUTES 45 SECONDS EAST, 3.20 FEET;
THENCE NORTH 84 DEGREES 37 MINUTES 15 SECONDS EAST, 3.93 FEET,
BACK TO THE POINT OF BEGINNING.
CONTAINING AS AREA OF 13.570, PLUS OR MINUS, SQUARE FOOT.

NOT VALID WITHOUT
SHEETS 1 TO 11 ATTACHED

J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 #14 6th STREET
KEY COLONY BEACH, FL 33051-0403 P.N. 180308R2
PA (305) 743-4310
FAX (305) 743-3277

SHEET 5 OF 11

RECEIVED
MAY 20 2019
D.E.P. South District

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT

LEGAL DESCRIPTION FOR D.N.R. LEASE

PARCEL "D3"

THAT PART OF THE SOVEREIGN LAND OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA, IN FLORIDA BAY, ADJACENT TO A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO. 5, ALSO KNOWN AS U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO. 5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, BEING LOCATED SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, TO AND ALONG SAID WESTERLY SHORELINE OF HOG KEY, FOR A DISTANCE OF 174.00 FEET, TO THE INTERSECTION OF SAID LINE AND THE SOUTHERLY EDGE OF AN EXISTING PIER AND THE POINT OF BEGINNING;
THENCE NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, 3.26 FEET;
THENCE SOUTH 84 DEGREES 37 MINUTES 15 SECONDS WEST, 7.57 FEET;
THENCE SOUTH 05 DEGREES 22 MINUTES 45 SECONDS EAST, 3.20 FEET;
THENCE NORTH 84 DEGREES 37 MINUTES 15 SECONDS EAST, 6.96 FEET,
BACK TO THE POINT OF BEGINNING.
CONTAINING AS AREA OF 23.245, PLUS OR MINUS, SQUARE FOOT.

NOT VALID WITHOUT
SHEETS 1 TO 11 ATTACHED

J.P. GRAMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 814 8th STREET
KEY BOLDEN BEACH, FL 33051-0403 P.N. 180306R2
PH. (305) 743-4510
FAX (305) 743-3277

SHEET 6 OF 11

RECEIVED
MAY 20 2019
D.E.P. South District

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT

LEGAL DESCRIPTION FOR D.N.R. LEASE

PARCEL 'D4'

THAT PART OF THE SOVEREIGN LAND OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA, IN FLORIDA BAY, ADJACENT TO A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO. 5, ALSO KNOWN AS U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO. 5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, BEING LOCATED SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, TO AND ALONG SAID WESTERLY SHORELINE OF HOG KEY, FOR A DISTANCE OF 203.22 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 48 SECONDS EAST, 9.85 FEET, TO AND ALONG THE MEAN HIGH WATER LINE ON THE FOLLOWING 2 COARSES;
1) NORTH 33 DEGREES 18 MINUTES 28 SECONDS WEST, 2.70 FEET;
2) NORTH 68 DEGREES 17 MINUTES 16 SECONDS WEST, 11.92 FEET TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE AND THE EASTERLY EDGE OF AN EXISTING PIER AND THE POINT OF BEGINNING;
THENCE SOUTH 13 DEGREES 22 MINUTES 40 SECONDS WEST, 27.10 FEET;
THENCE NORTH 76 DEGREES 37 MINUTES 20 SECONDS WEST, 4.00 FEET;
THENCE NORTH 13 DEGREES 22 MINUTES 40 SECONDS EAST, 27.13 FEET;
THENCE SOUTH 76 DEGREES 11 MINUTES 35 SECONDS EAST, 4.00 FEET,
BACK TO THE POINT OF BEGINNING.
CONTAINING AS AREA OF 108.463, PLUS OR MINUS, SQUARE FOOT.

NOT VALID WITHOUT
SHEETS 1 TO 11 ATTACHED

J.P. GRIMS, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 #14 6th STREET
KEY COLONY BEACH, FL 33051-0403 P.N. 190308R2
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FAX (305) 743-3277

SHEET 7 OF 11

RECEIVED

MAY 20 2019

D.E.P. South District

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT

LEGAL DESCRIPTION FOR D.N.R. LEASE

PARCEL "D5"

THAT PART OF THE SOVEREIGN LAND OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA, IN FLORIDA BAY, ADJACENT TO A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO. 5, ALSO KNOWN AS U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO. 5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, BEING LOCATED SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, TO AND ALONG SAID WESTERLY SHORELINE OF HOG KEY, FOR A DISTANCE OF 203.22 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 48 SECONDS EAST, 9.85 FEET, TO AND ALONG THE MEAN HIGH WATER LINE ON THE FOLLOWING 4 COURSES;
1) NORTH 33 DEGREES 18 MINUTES 28 SECONDS WEST, 2.70 FEET;
2) NORTH 68 DEGREES 17 MINUTES 16 SECONDS WEST, 11.92 FEET
3) NORTH 76 DEGREES 11 MINUTES 35 SECONDS WEST, 8.28 FEET;
4) NORTH 77 DEGREES 14 MINUTES 22 SECONDS WEST, 17.60 FEET, TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE AND THE EASTERLY EDGE OF REMNANTS OF A PIER AND THE POINT OF BEGINNING;
THENCE SOUTH 13 DEGREES 22 MINUTES 40 SECONDS WEST, 34.76 FEET;
THENCE NORTH 76 DEGREES 37 MINUTES 20 SECONDS WEST, 4.00 FEET;
THENCE NORTH 13 DEGREES 22 MINUTES 40 SECONDS EAST, 34.72 FEET;
THENCE SOUTH 77 DEGREES 14 MINUTES 22 SECONDS EAST, 4.00 FEET, BACK TO THE POINT OF BEGINNING.
CONTAINING AS AREA OF 138.996, PLUS OR MINUS, SQUARE FOOT.

NOT VALID WITHOUT
SHEETS 1 TO 11 ATTACHED

J.P. CRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 #14 6th STREET
KEY COLONY BEACH, FL. 33051-0403 P.N. 190308R2
PH. (305) 743-4510
FAX (305) 743-3277

SHEET 8 OF 11

RECEIVED

MAY 20 2018

D.E.P. South District

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT

LEGAL DESCRIPTION FOR D.N.R. LEASE

PARCEL "D6"

THAT PART OF THE SOVEREIGN LAND OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA, IN FLORIDA BAY, ADJACENT TO A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO. 5, ALSO KNOWN AS U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO. 5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, BEING LOCATED SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, TO AND ALONG SAID WESTERLY SHORELINE OF HOG KEY, FOR A DISTANCE OF 203.22 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 48 SECONDS EAST, 9.85 FEET, TO AND ALONG THE MEAN HIGH WATER LINE ON THE FOLLOWING 7 COURSES;

- 1) NORTH 33 DEGREES 18 MINUTES 28 SECONDS WEST, 2.70 FEET;
- 2) NORTH 68 DEGREES 17 MINUTES 16 SECONDS WEST, 11.92 FEET;
- 3) NORTH 76 DEGREES 11 MINUTES 35 SECONDS WEST, 8.28 FEET;
- 4) NORTH 77 DEGREES 14 MINUTES 22 SECONDS WEST, 21.60 FEET;
- 5) NORTH 77 DEGREES 14 MINUTES 22 SECONDS WEST, 8.32 FEET;
- 6) NORTH 74 DEGREES 55 MINUTES 14 SECONDS WEST, 8.10 FEET;
- 7) SOUTH 82 DEGREES 21 MINUTES 13 SECONDS WEST, 9.95 FEET, TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE AND THE EASTERLY EDGE OF REMNANTS OF A PIER AND THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 01 MINUTES 04 SECONDS WEST, 33.47 FEET;
THENCE NORTH 89 DEGREES 58 MINUTES 56 SECONDS WEST, 4.00 FEET;
THENCE NORTH 00 DEGREES 01 MINUTES 04 SECONDS EAST, 32.93 FEET;
THENCE NORTH 82 DEGREES 15 MINUTES 34 SECONDS EAST, 4.04 FEET,
BACK TO THE POINT OF BEGINNING.

CONTAINING AS AREA OF 132.804, PLUS OR MINUS, SQUARE FOOT.

**NOT VALID WITHOUT
SHEETS 1 TO 11 ATTACHED**

J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 #14 8th STREET
KEY COLONY BEACH, FL 33051-0403 P.N. 180306R2
PH. (305) 743-4510
FAX (305) 743-3277

SHEET 9 OF 11

Attachment A

Page 17 of 23 Pages

Sovereignty Submerged Lands Lease No. 440339675

RECEIVED
MAY 20 2019
D.E.P. South District

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT

LEGAL DESCRIPTION FOR D.N.R. LEASE

PARCEL "D7"

THAT PART OF THE SOVEREIGN LAND OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA, IN FLORIDA BAY, ADJACENT TO A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO. 5, ALSO KNOWN AS U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO. 5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, BEING LOCATED SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, TO AND ALONG SAID WESTERLY SHORELINE OF HOG KEY, FOR A DISTANCE OF 203.22 FEET; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 5, SOUTH 85 DEGREES 15 MINUTES 00 SECONDS WEST, 115.47 FEET, THENCE TO AND ALONG THE MEAN HIGH WATER LINE ON THE FOLLOWING 2 COURSES;
THENCE NORTH 14 DEGREES 57 MINUTES 25 SECONDS EAST, 5.94 FEET;
NORTH 28 DEGREES 13 MINUTES 44 SECONDS EAST, 4.22 FEET, TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE AND THE SOUTHERLY EDGE OF EXISTING PIER AND THE POINT OF BEGINNING;
THENCE SOUTH 50 DEGREES 15 MINUTES 11 SECONDS EAST, 32.43 FEET;
THENCE NORTH 39 DEGREES 44 MINUTES 49 SECONDS EAST, 4.00 FEET;
THENCE NORTH 50 DEGREES 15 MINUTES 11 SECONDS WEST, 33.19 FEET;
THENCE SOUTH 28 DEGREES 53 MINUTES 17 SECONDS WEST, 4.07 FEET,
BACK TO THE POINT OF BEGINNING.
CONTAINING AS AREA OF 131.24, PLUS OR MINUS, SQUARE FOOT.

NOT VALID WITHOUT
SHEETS 1 TO 11 ATTACHED

J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 874 8th STREET
KEY COLONY BEACH, FL 33051-0403 P.N. 180306R2
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FAX (305) 743-3277

SHEET 10 OF 11

RECEIVED

MAY 20 2018

D.E.P. South District

LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT

LEGAL DESCRIPTION FOR D.N.R. LEASE

PARCEL "D8"

THAT PART OF THE SOVEREIGN LAND OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA, IN FLORIDA BAY, ADJACENT TO A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO. 5, ALSO KNOWN AS U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO. 5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 1, BEING LOCATED SOUTH 85 DEGREES, 15 MINUTES, 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST, TO AND ALONG SAID WESTERLY SHORELINE OF HOG KEY, FOR A DISTANCE OF 203.22 FEET; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 5, SOUTH 85 DEGREES 15 MINUTES 00 SECONDS WEST, 115.47 FEET, THENCE TO AND ALONG THE MEAN HIGH WATER LINE ON THE FOLLOWING 2 COURSES;
THENCE SOUTH 05 DEGREES 58 MINUTES 18 SECONDS WEST, 22.16 FEET;
THENCE SOUTH 23 DEGREES 12 MINUTES 57 SECONDS WEST, 4.86 FEET, TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE AND THE NORTHERLY EDGE OF AN EXISTING PIER AND THE POINT OF BEGINNING;
THENCE SOUTH 73 DEGREES 21 MINUTES 14 SECONDS EAST, 33.81 FEET;
THENCE SOUTH 16 DEGREES 38 MINUTES 46 SECONDS WEST, 4.00 FEET;
THENCE NORTH 73 DEGREES 21 MINUTES 14 SECONDS WEST, 34.27 FEET;
THENCE NORTH 23 DEGREES 12 MINUTES 57 SECONDS EAST, 4.03 FEET,
BACK TO THE POINT OF BEGINNING.
CONTAINING AS AREA OF 136.154, PLUS OR MINUS, SQUARE FOOT.

NOT VALID WITHOUT
SHEETS 1 TO 11 ATTACHED

J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 516403 #14 8th STREET
KEY COLONY BEACH, FL 33051-0403 P.N. 180306R2
PH (305) 743-4510
FAX (305) 743-3277

SHEET 11 OF 11

Prepared by and return to:

Wolfe Stevens PLLC
6807 Overseas Highway
Marathon, FL 33050
305-743-9858
File Number: 21-541
Will Call No.:

Parcel Identification No. 00101780-000100/00101780-000200

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 29th day of December, 2021 between Grand Keys, LLC, a Florida limited liability company whose post office address is 1144 Boulevard De Palmas, Marathon, FL 33050 of the County of Monroe, State of Florida, grantor*, and City of Marathon, a Florida municipal corporation whose post office address is 9805 Overseas Highway, Marathon, FL 33050 of the County of Monroe, State of Florida, grantee*.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

**TRACT 1
PARCEL "E"**

A part of Government Lot 1, Section 8, Township 66 South, Range 32 East on Hog Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:
COMMENCING at the intersection of the baseline of State Road No. 5, a.k.a. U. S. Highway No. 1, as shown on the Florida Department of Transportation right-of-way Map of State Road No. 5, labeled Section 90030-(2522)2530, sheet 4 of 5 sheets, approved on April 16, 1979, and recorded in Road Map Book 1 at page 145 of the Public Records of Monroe County, Florida, with the East line of said Section 8, Township 66 South, Range 32 East, on Hog Key, Monroe County, Florida, thence bear South 85 degrees, 15 minutes, 00 seconds West along said baseline, for a distance of 1089.78 feet, to its intersection with the southerly prolongation of the westerly shoreline of Hog Key as shown upon said right of way map of Florida State Road No. 5. The intersection of said shoreline prolongation with the centerline of U. S. Highway No. 1, being located South 85 degrees, 15 minutes, 00 seconds West, 3.63 feet, measured along said baseline, from the Southwest corner of the North portion of Government Lot 1, Section 8, Township 66 South, Range 32 East, as described in Official Record Book 817, Page 1458 of Monroe County, Florida, Public Records; from said intersection bear North 05 degrees, 27 minutes, 14 seconds East, along said westerly shoreline and its southerly prolongation, for a distance of 50.80 feet, to intersect with a line 50.00 feet Northerly of and parallel with said baseline also being the northerly right of way of said U. S. Highway No. 1, said intersection being the POINT OF BEGINNING of the parcel of land herein intended to be described; from said intersection continue bearing North 05 degrees, 27 minutes, 14 seconds East, along said westerly shoreline for a distance of 152.42 feet, to intersect with a line 200.00 feet Northerly of and parallel with said baseline, also being the most northerly right of way of said U. S. Highway No. 1, thence bear North 20 degrees, 27 minutes, 48 seconds East, along the interpretive westerly shoreline and the easterly line of the land as described in Official Record Book 1260, page 1036, of said Public Records, for a distance of 54.43 feet, to intersect the Westerly Mean High Waterline, of said Hog Key, as located in October, 1991, utilizing methods approved by the Florida Department of Natural Resources in October 1991; thence bear North 49 degrees, 22 minutes, 53 seconds East, along said Mean High Water Line, for a distance of 0.23 feet; thence departing from said Mean High Water Line, bear North 83 degrees, 56 minutes, 38 seconds East, for a distance of 71.55 feet to an iron pipe

DoubleTime®

(cap no. 4906), thence bear South 31 degrees, 36 minutes, 10 seconds East, for a distance of 225.31 feet, to an iron pipe (cap no. 4906), and to intersect with a line 50.00 feet Northerly of and parallel with said baseline, also being the northerly right of way of said U. S. Highway No. 1; thence bear South 85 degrees, 15 minutes, 00 seconds West, along said right of way line, for a distance of 223.68 feet, back to the POINT OF BEGINNING.

LEGAL DESCRIPTION: D.N.R. PURCHASE AREA "B"

Situated in the County of Monroe and the State of Florida and being a parcel consisting of filled lands, lying westerly of Government Lot 1, Section 8, Township 66 South, Range 32 East, Hog Key, and more particularly described as follows:

COMMENCING at the intersection of the baseline of State Road No. 5, a.k.a. U. S. Highway No. 1, as shown on the Florida Department of Transportation Right of Way Map for said State Road No. 5, labeled Section 90030-(2522)2530, sheet 4 of 5 sheets, approved on April 16, 1979, and recorded in Road Map Book 1 at page 145 of the Public Records of Monroe County, Florida, with the East line of said Section 8, Township 66 South, Range 32 East, on Hog Key, Monroe County, Florida, then bear South 85 degrees, 15 minutes, 00 seconds West along said baseline, 1089.78 feet to its intersection with the southerly prolongation of the westerly shoreline of Hog Key as shown upon said right of way map of Florida State Road No. 5. The intersection of said shoreline prolongation with the centerline of U. S. Highway No. 1 being located South 85 degrees, 15 minutes, 00 seconds West 3.63 feet, measured along said baseline, from the Southwest corner of the North portion of government Lot 1, Section 8, Township 66 South, Range 32 East, as described in Official Record Book 817, Page 1458 of Monroe county, Florida, Public Records; from said intersection bear North 05 degrees, 27 minutes, 14 seconds East along said westerly shoreline and its southerly prolongation 203.22 feet to the intersect with a line 200.00 feet north of an parallel with said baseline, also being the most northerly right of way of said U. S. Highway No. 1; thence bear North 20 degrees, 27 minutes, 48 seconds East, along the interpretive westerly shoreline 9.85 feet to intersect the southerly mean high water line, as located in October, 1991, utilizing methods approved by the Florida Department of Natural Resources in October, 1991, said intersection being the Point of Beginning of the parcel of land herein intended to be described; thence meander, westerly, along said mean high water line for the following descriptive courses: North 33 degrees, 18 minutes, 28 seconds West for 2.70 feet; thence North 67 degrees, 28 minutes, 58 seconds West for 10.83 feet; thence North 76 degrees, 11 minutes, 35 seconds West for 9.39 feet; thence North 77 degrees, 14 minutes, 22 seconds West for 29.92 feet; thence North 74 degrees, 55 minutes, 14 seconds West for 8.11 feet; thence South 82 degrees, 21 minutes, 13 seconds West for 12.86 feet; thence South 82 degrees, 01 minutes, 15 seconds West for 20.08 feet; thence South 67 degrees, 02 minutes, 19 seconds West for 13.70 feet; thence South 39 degrees, 12 minutes, 12 seconds West for 14.32 feet; thence South 28 degrees, 13 minutes, 44 seconds West for 10.75 feet; thence South 14 degrees, 57 minutes, 25 seconds West for 5.94 feet to intersect the aforesaid most northerly right of way line of U. S. Highway No. 1 thence South 85 degrees, 15 minutes, 00 seconds West, along said most northerly right of way line, for 31.15 feet to intersect the most westerly mean high water line as described above; thence meander along said mean high water line for the following descriptive course: North 03 degrees, 19 minutes, 02 seconds East for 11.69 feet; thence North 15 degrees, 52 minutes, 25 seconds East for 17.00 feet; thence North 31 degrees, 30 minutes, 57 seconds East for 15.58 feet; thence North 29 degrees, 22 minutes, 10 seconds East for 12.86 feet; thence North 07 degrees, 52 minutes, 33 seconds West for 2.73 feet; thence North 52 degrees, 03 minutes, 39 seconds East for 21.96 feet; thence South 81 degrees, 38 minutes, 44 seconds East for 16.02 feet; thence South 87 degrees, 00 minutes, 47 seconds East for 20.02 feet; thence North 89 degrees, 38 minutes, 46 seconds East for 23.13 feet; thence South 00 degrees, 20 minutes, 11 seconds East for 19.54 feet; thence South 82 degrees, 43 minutes, 06 seconds East for 16.01 feet; thence South 38 degrees, 01 minutes, 38 seconds East for 3.61 feet; thence South 85 degrees, 29 minutes, 11 seconds East for 23.27 feet; thence North 49 degrees, 22 minutes, 53 seconds East for 11.71 feet to intersect the aforesaid westerly shoreline of Hog Key; thence departing from said mean high water line and along the interpretive natural shoreline, South 20 degrees, 27 minutes, 48 seconds West for 44.58 feet to the POINT OF BEGINNING.

AND

TRACT 2

A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO.5, A.K.A. U. S. HIGHWAY NO.1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO.5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5 SHEETS, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES 15 MINUTES 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT-OF-WAY MAP; THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U. S. HIGHWAY NO.1, BEING LOCATED SOUTH 85 DEGREES 15 MINUTES 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF SAID GOVERNMENT LOT 1; FROM SAID INTERSECTION BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST ALONG THE SOUTHERLY PROLONGATION OF SAID WESTERLY SHORELINE, FOR A DISTANCE OF 50.80 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD AND THE POINT OF BEGINNING OF PARCEL "E" OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2047, PAGE 1772, SAID POINT BEING A FOUND CONTROL POINT (STAINLESS STEEL SCREW); THENCE BEAR ALONG SAID RIGHT-OF-WAY LINE, NORTH 85 DEGREES 15 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 223.68 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "E", BEING A FOUND IRON PIPE, AND THE POINT OF BEGINNING OF PARCEL "B"; THENCE CONTINUE BEARING NORTH 85 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 91.37 FEET; THENCE BEAR NORTH 31 DEGREES 36 MINUTES 35 SECONDS WEST, 218.13 FEET; THENCE BEAR SOUTH 57 DEGREES 39 MINUTES 25 SECONDS WEST, 81.50 FEET, TO THE EASTERLY LINE OF SAID PARCEL "E"; THENCE BEAR SOUTH 31 DEGREES 36 MINUTES 10 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARCEL "E", 175.80 FEET, BACK TO THE POINT OF BEGINNING.

ALSO

SUBJECT TO AND TOGETHER WITH AN EASEMENT DATED JUNE 10,1995, AND RECORDED IN OFFICIAL RECORDS BOOK 1358, PAGE 1310 AND AS AMENDED IN EASEMENT DATED APRIL 24, 2006, RECORDED IN OFFICIAL RECORDS BOOK 2203, PAGE 1746 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AS DEPICTED ON THE SURVEY PREPARED BY J.P. GRIMES DATED 2/13/14.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: John J. Wolf
Witness Name: Lisa Ziels

Grand Keys, LLC, a Florida limited liability company

By: Paul Bielik, Managing Member

(Corporate Seal)

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of December, 2021 by Paul Bielik, Managing Member of Grand Keys, LLC, a Florida limited liability company, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]



Lisa Ziels
Notary Public

Printed Name: _____

My Commission Expires: _____