

Document Type: Current Submerged Land Lease
[CSL Coversheet]

DM ID# _____

Instrument Desc.	AMENDMENT (2)		
Lease #	112251009		
Permit Application #	11-0103777-008		
Document Date	1/18/2023		
Water Body	MARCO RIVER / GOODLAND BAY		
Original County	COLLIER		
Section(s)	13		
Township(s)	52S		
Range(s)	26E		
Total Area	1.59	Area Unit	(A) Acre(s)
Recording County		B:	P: O
Recording County Instrument #			I
Lessee	MARITIME ACQUISITIONS, LLC		
Comments:			

Date prepped:
3/24/2023

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FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

MEMORANDUM

TO: TITLE & LAND RECORD FILE
FROM: KAREN McMILLAN, PLANNING MANAGER
SUBJECT: PAPERLESS INITIATIVE
DATE: 3/24/2023

All backup documentation may not have been included in the transmittal of this document or file. If any other information is needed, please contact the following people:

NAME:		BUREAU	
Tiana D. Brown		BPLA	
Brad Richardson		BPLA	

This Instrument Prepared By:
Tiana D. Brown
Action No. 46259
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. 112251009

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 Maritime Acquisitions, LLC, a Florida limited liability company, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 13, Township 52 South, Range 26 East, in Goodland Bay and Marco River, Collier County, Florida, containing 69,285 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 3, 2010.

TO HAVE THE USE OF the hereinabove described premises from January 27, 2022, the effective date of this lease modification, through May 23, 2030, 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 58-slip commercial docking facility with riprap to be used exclusively for the mooring of commercial and recreational vessels in conjunction with an upland commercial marina and hotel condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Wetland Resource Permit No. 11-0103777-001, dated June 22, 1999, Wetland Resource Modified Permit No. 11-0103777-002, dated January 4, 2000, Wetland Resource Modified Permit No. 11-0103777-003, dated April 24, 2000, Wetland Resource Modified Permit No. 11-0103777-004, dated November 13, 2000, and Consolidated Environmental Resource Permit No. 11-0103777-008, dated June 10, 2010, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$26,591.58, 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 and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the 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. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

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

Maritime Acquisitions, LLC
Attention: Michele Martin
344 Citation Pt.
Naples, FL 34104

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. SPECIAL LEASE CONDITIONS:

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18-21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

B. The Lessee shall advertise in a local newspaper that the wet slips are available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. The Lessee shall provide a copy of the advertisement within 90 days of the Lessee's receipt of a fully executed lease and shall provide copies of future advertisements on each anniversary of the effective date of this lease, following the lease's execution, to the State of Florida Department of Environmental Protection, South District Office, P.O. Box 2549, Fort Myers, Florida 33902-2549. On each anniversary date of the effective date of this lease, following the lease's execution, the Lessee shall also provide a copy of the waiting list which shows that the marina is open to the public on a "first come, first served" basis.

C. If one or more residential units or dwellings in one or more residential developments are located on the riparian upland property identified on Attachment C to this lease during the term of this lease or any subsequent renewals or modifications, the Lessee is required to obtain the Lessor's written approval prior to allowing the owners of these residential units or dwellings to use any of the wet slips at the docking facility. If the Lessor agrees that a portion of the docking facility may be used by any future owners of residential units or dwellings in one or more residential developments located on the riparian upland property identified on Attachment C, this lease shall be amended in accordance with subparagraph 18-20.004(5)(c), Florida Administrative Code, to limit the owners' use of the wet slips so that the cumulative preemption of sovereignty submerged lands for the private residential multi-slip portion of the docking facility used by the owners does not exceed ten (10) square feet of sovereignty submerged lands for each linear foot of the Lessee's riparian shoreline. For purposes of this special lease condition, the term "owners" shall include the owners' tenants, guests and invitees.

D. The Lessee shall maintain a list of all vessel owners, that contains the name and physical address of each slip renter, and corresponding vessel registration numbers that are occupying slips at the docking facility. That list shall be made available to the State of Florida Department of Environmental Protection, South District Office, P.O. Box 2549, Fort Myers, Florida 33902-2549, within 10 days of the Department's request.

E. The Lessee shall prohibit mooring, on either a temporary or permanent basis, along the north sides of the four terminal platforms depicted on Attachment D. To ensure compliance, the Lessee shall place and maintain: (1) a 3-foot high railing along both sides of the main access dock, and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

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

G. Vessels using the docking facility for temporary or permanent mooring on the west side of the westernmost dock shown on Attachment A shall be limited to those with a maximum draft of two feet as measured from the water's surface to either the bottom of the vessel's propulsion unit fully trimmed down or to the deepest part of the vessel, whichever is deeper.

H. Within 60 days of the effective date of this lease the Lessee shall install an educational display informing the general public on the importance of aquatic resources and the potential threat that the public imposes on these resources. The educational display shall be located on the Lessee's uplands near the middle main access dock as depicted on Attachment A. The educational display will consist of a three panel display on the following: seagrasses, mangroves and boating. The educational display shall be approved by the State of Florida Department of Environmental Protection, Office of Submerged Lands and Environmental Resources, 2600 Blair Stone Road, MS 2500, Tallahassee, FL 32399-2400, (850-245-8474). The Lessee shall maintain the display during the term of this lease and all subsequent renewal terms and shall be required to replace the display in the event it becomes faded, damaged or outdated. The Lessee shall ensure that the view of the display is not obstructed by vegetation or structures.

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

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

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

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

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

WITNESSES:

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

Liana D. Brown
Original Signature
Liana D. Brown
Print/Type Name of Witness

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

BY:

Brad Richardson

(SEAL)

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 18th day of January, 2023, 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:

Paul J. Stratton

11/14/2022

DEP Attorney

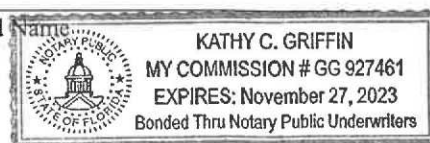
Date

Kathy C. Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.



WITNESSES:

Michele D. Martin

Original Signature

Michele D. Martin

Typed/Printed Name of Witness

Laura Magana

Original Signature

Laura Magana

Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Collier

Maritime Acquisitions, LLC,
a Florida limited liability company

(SEAL)

BY:

James B. Walker
Original Signature of Executing Authority

James B. Walker

Typed/Printed Name of Executing Authority

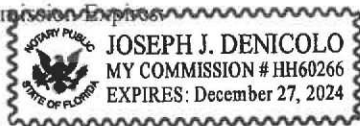
Manager

Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me by means of 29 physical presence or 29 online notarization this day of November, 2022, by James B. Walker, who is the Manager of Maritime Acquisitions, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced U.S. PASSPORT, as identification. 54257648

My Commission Expires

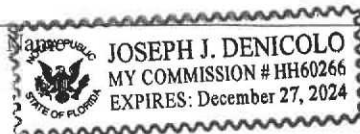


Joseph J. Denicolo
Signature of Notary Public

Notary Public, State of Florida

Commission/Serial No. HH60266

Printed, Typed or Stamped Name





SUBMERGED LAND LEASE, AS-BUILT DOCKS FIELD SURV

"CASA MARINA" PAGE 3 OF 3 - LEGAL DESCRIPTIONS

DESCRIPTION OF PROPOSED SUBMERGED LANDS LEASE PARCEL:

COMMENCE AT THE SOUTHEAST CORNER OF THE SITE PARCEL DESCRIBED ABOVE; THENCE N.02°18'19"W., ON THE EAST LINE OF SAID SITE PARCEL A DISTANCE OF 78.46 FEET; THENCE N.84°11'17"E., LEAVING SAID EAST LINE, A DISTANCE OF 7.71 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE, SAID POINT BEING THE POINT OF BEGINNING OF THE SUBMERGED LAND LEASE PARCEL; THENCE CONTINUE N.86°06'20"E., A DISTANCE OF 62.36 FEET TO A POINT IN THE WATERS OF THE MARCO RIVER; THENCE N.03°07'52"W., A DISTANCE OF 225.37 FEET; THENCE S.86°52'08"W., A DISTANCE OF 108.22 FEET TO A POINT IN THE WATERS OF GOODLAND BAY; THENCE S.03°07'52"E., A DISTANCE OF 21.14 FEET; THENCE S.86°52'08"W., A DISTANCE OF 283.18 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIPARIAN LINE OF THE SITE PARCEL DESCRIBED ABOVE; THENCE S.41°23'11"W., ON SAID WESTERLY RIPARIAN LINE A DISTANCE OF 80.17 FEET; THENCE S.24°37'09"W., LEAVING SAID RIPARIAN LINE A DISTANCE OF 86.94 FEET TO A POINT ON THE FACE OF A CONCRETE SEA WALL NEAR THE NORTHERLY BOUNDARY OF THE SITE PARCEL DESCRIBED ABOVE; THENCE N.86°52'08"E., ON THE FACE OF SAID SEA WALL A DISTANCE OF 207.24 FEET TO AN ANGLE POINT IN THE FACE OF SAID SEA WALL; THENCE S.86°30'04"E., ON THE FACE OF SAID SEA WALL AND ITS EXTENSION ACROSS A CONCRETE BOAT RAMP A DISTANCE OF 69.75 FEET TO THE NORTHEASTERLY CORNER OF A CONCRETE SEA WALL ABUTTING THE EASTERLY EDGE OF SAID BOAT RAMP; THENCE S.00°28'31"E., ON THE FACE OF SAID SEA WALL A DISTANCE OF 9.09 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE; THENCE EASTERLY ON SAID MEAN HIGH WATER LINE A DISTANCE OF 62 FEET, MORE OR LESS, TO THE CORNER OF A CONCRETE SEA WALL, SAID POINT BEARING N.78°38'57"E. A DISTANCE OF 60.81 FEET FROM THE PREVIOUS POINT; THENCE N.85°30'41"E., ON THE FACE OF SAID SEA WALL A DISTANCE OF 25.01 FEET TO THE END OF SAID SEA WALL AND A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE; THENCE EASTERLY ON SAID MEAN HIGH WATER LINE 42 FEET, MORE OR LESS, TO A POINT BEARING S.83°06'38"E. A DISTANCE OF 41.75 FEET FROM THE PREVIOUS POINT; THENCE SOUTHEASTERLY, ON SAID MEAN HIGH WATER LINE, A DISTANCE OF 59 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID POINT BEARING S.26°40'50"E. A DISTANCE OF 58.43 FEET FROM THE PREVIOUS POINT.

SUBMERGED LAND LEASE PARCEL CONTAINS 69,285 SQUARE FEET OR 1.59 ACRES, MORE OR LESS.

SUBMERGED LAND LEASE PARCEL IS A PORTION OF MARCO RIVER AND GOODLAND BAY IN SECTION 13, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

RECEIVED
APR 13 2010
D.E.P. South District

CERTIFICATION:

THIS SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, AND TO MAUREEN MORAN, INC.

BY:  DATE: 3/3/10
SURVEY DATE: 10/27/09

JEFFREY H. HILLIGOSS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4488

(NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.)

JOB NO:	29-014-REV
FB:	7 PG: 78
REVISED:	3/3/10
DOCK SLIPS; NAVIGATION CHANNEL; SHORELINE NOTES.	
© 2010 J.H. Hilligoss	

J. H. Hilligoss, P.S.M.



601 Padua Court, Nokomis, Florida 34275
(941) 412-1708

PAGE 1 OF 3 - SURVEY MAP

"CASA MARINA"

SCALE 1" = 80'

82% 21	65-62
83% 41	92-52
83% 21	42-7
83% 21	85-7 12-
3215	CDON 4175
SNOISEMENT 4175 1908	

53164 IN 1300HS

1. 80% OF THIS PROPERTY BORDERS STATE-OWNED SUBMERGED LANDS
- a) 27% = CONCRETE SEAWALL CONSTRUCTION
- b) 30% = RIP-RAP CONSTRUCTION
2. THE FIRST 40% OF 1000' OF SHORELINE EXTENDING WESTERLY OF THE LEASE PARCEL IS CONCRETE SEAWALL CONSTRUCTION. THE REMAINDER IS NATURAL SHORELINE.
3. THE FIRST 40% OF 1000' OF SHORELINE EXTENDING SOUTHERLY OF THE LEASE PARCEL IS RIP-RAP CONSTRUCTION. THE REMAINDER IS NATURAL SHORELINE.

TRACT "C"
MARCO BEACH UNIT SEVENTEEN
P. 1, PGS. 17-18

COPIES AND SITE MOVEMENTS NOT LOCATED

STATE ROAD NO 92

1732.988
CHAS. F. BARNES

SURVEY REFERENCES:

1. "SUBMERGED LAND LEASE FIELD SURVEY" BY JH HILLIGROSS, PSM, F.L.A. SURVEYS CORP., PROJECT NO. 20-10008, DATED 2/9/00, REVISED 11/4/00.
2. "AS-BUILT BOOMS SURVEY" BY JH HILLIGROSS, PSM, F.L.A. SURVEYS CORP., PROJECT NO. 30-000, DATED 1/10/02.

CERTIFICATION

THIS SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, AND TO MARILENE MORAN, INC.

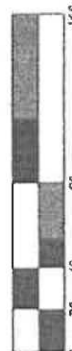
DATE 3/2/10
SIGNED DATE 10/27/09

JEFFREY R. HILLMAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4468

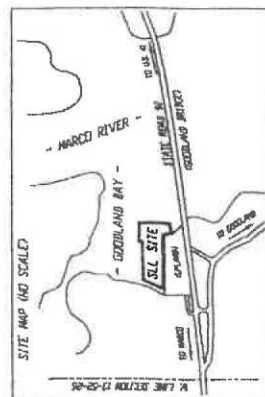
WANT A CERTIFICATION OF TITLE SHOWING EASEMENTS OR FREEDOM OF ENCUMBRANCES?

ABBREVIATIONS

- [illegible]



GRAPHIC SCALE



NOTES

1. READINGS ARE BASED ON THE CONTINUING LINE OF STATE ROAD 92 BEING
ADAPTED, AS SHOWN ON THE RECORDS PLAT OF "WATERS BEACH
AND LAKE ADRIAN, SECTION 2, TOWNSHIP 20 NORTH, RANGE 10
EAST, AND PLACES 1 & 2, T. 20 N. R. 10 E. S. 1 & 2, CO. 1,
FLORIDA PUBLIC RECORDS.
2. ELEVATIONS ARE HAVING FROM BATHY, AND ARE REFERENCED TO NATIONAL
DETERMINED MEASUREMENTS 792 4979 A T.M.M., 792 4979 C T.M.M., &
792 4999 F T.M.M.
3. NEW HIGH WATER LINE ESTABLISHED BY EXTENSION INTO JOE SITE OF HWY
ELEVATION 42127.00 FEET, FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION
IDENTIFICATION NUMBER 892-4979.
4. STATE ROAD 92 RIGHT OF WAY LINE WAS DETERMINED FROM STATE OF FLORIDA
STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 20-20-20-20, SHEET 2 OF 2,
COLLER COUNTY, FLORIDA PUBLIC RECORDS.
5. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT
ADAPTED CALLS WALKED TO THE STATION, AND BEING
ADAPTED CALLS WALKED TO THE STATION, AND BEING
ADAPTED CALLS WALKED TO THE STATION, AND BEING
ADAPTED CALLS WALKED TO THE STATION, AND BEING

JDA NO. 29-014

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208 11/17/23

FA 7	PG 7
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DATE RECEIVED

047 SLPS; NAVI

1738045 1738044

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J. H. Hill 1905 P.S.M.

601 Parker Court, Nadeau, Florida 34275
(941) 412-1908

MAP



1. 500'± OF THIS PROPERTY BORDERS STATE-OWNED SUBMERGED LANDS.
- A) 277'± = CONCRETE SEAWALL CONSTRUCTION
- B) 303'± = RIP-RAP CONSTRUCTION
2. THE FIRST 40'± OF 1000'± OF SHORELINE EXTENDING WESTERLY OF THE LEASE PARCEL IS CONCRETE SEAWALL CONSTRUCTION; THE REMAINDER IS NATURAL SHOULDER.
3. THE FIRST 40'± OF 1000'± OF SHORELINE EXTENDING SOUTHERLY OF THE LEASE PARCEL IS RIP-RAP CONSTRUCTION; THE REMAINDER IS NATURAL SHOULDER.

Prepared by and return to:

Fred W. Mundie, Jr.
Attorney at Law
Fred W. Mundie, Jr., P.A.
993 North Collier Blvd.
Marco Island, FL 34145
239-394-3072
File Number: 21650jc

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27th day of January, 2022 between MCCORD-BANCROFT INVESTORS, LLC, an Ohio Limited Liability Company whose post office address is 152 S. Beach Drive, Marco Island, FL 34145, grantor, and Maritime Acquisitions LLC, a Florida limited liability company whose post office address is 344 Citation Pt., Naples, FL 34104, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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 grantees heirs and assigns forever, the following described land, situate, lying and being in Collier County, Florida to-wit:

THE EAST 300.00 FEET OF TRACT 'C', MARCO BEACH UNIT SEVENTEEN, ACCORDING TO THE MAP OR PLAT AS RECORDED IN PLAT BOOK 6, PAGES 119 THRU 124 INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

AND

A LOT OR PARCEL OF LAND LYING ON THE NORTH SIDE OF STATE ROAD NO.92 IN SECTION 13, TOWNSHIP 52 SOUTH, RANGE 26 EAST, BEING A PART OF THE LANDS OCCUPIED IN ACCORDANCE WITH THAT CERTAIN DEED RECORDED IN O.R. BOOK 32 AT PAGE 209 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE CONCRETE MONUMENT WITH A BRASS CAP MARKING THE QUARTER-SECTION CORNER ON THE WEST LINE OF SAID SECTION 13, RUN N. 05°22'03" W. ALONG SAID WEST LINE FOR 450.55 FEET TO A CONCRETE MONUMENT WITH A BRASS CAP ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 92; THENCE CONTINUE ON THE SAME COURSE FOR 50.07 FEET TO A POINT ON THE CENTERLINE OF SAID ROAD; THENCE RUN N. 87°41'00" E. ALONG SAID CENTERLINE FOR 569.14 FEET TO A BRASS CAP IN THE PAVEMENT IN SAID CENTERLINE; THENCE CONTINUE ON THE SAME COURSE 1163.74 FEET TO A POINT 59.26 FEET WEST OF THE WEST END OF A BRIDGE ACROSS MARCO PASS ON SAID STATE ROAD; THENCE RUN N. 02°18'19" W. FOR 100 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO.92; THENCE RUN S. 87°41'00" W. ALONG SAID RIGHT-OF-WAY LINE FOR 140 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE S. 87°41'00" W. ALONG SAID RIGHT-OF-WAY LINE FOR 310.12 FEET; THENCE RUN N. 02°18'19" W. FOR 0.69 FEET TO A CONCRETE MONUMENT WITH A BRASS CAP FOUND ON THE WESTERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED IN OR. BOOK 32 AT PAGE 209; THENCE CONTINUE ON THE SAME COURSE FOR 130.29 FEET TO ANOTHER LIKE MONUMENT FOUND; THENCE CONTINUE ON THE SAME COURSE FOR 13.02 FEET; THENCE RUN N. 87°41'00" E. PARALLEL WITH SAID RIGHT-OF-WAY LINE OF STATE ROAD NO.92 FOR 310.12 FEET; THENCE RUN S. 02°18'19" E. FOR 144 FEET TO THE POINT OF BEGINNING ON SAID STATE ROAD RIGHT-OF-WAY LINE.

DoubleTime®

Attachment B

Page 14 of 18 Pages

Sovereignty Submerged Lands Lease No. 112251009

AND

COMMENCING AT A POINT ON THE EAST LINE OF SECTION 13, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE N 5° 40' W 1342.7 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE N 88°56' 30" W 292.28 FEET TO A POINT; THENCE N 45° 21' 45" W 507.25 FEET TO A POINT; THENCE N 4° 31' 30" W 346.34 FEET TO A POINT; THENCE N 35° 31' 00" W 659.81 FEET TO A POINT; THENCE N 27° 10' 30" W 1278.16 FEET TO A POINT; THENCE N 2° 40' 50" W 102.55 FEET TO A POINT IN THE CENTERLINE OF ROYAL PALM HAMMOCK TO MARCO ROAD --STATE ROAD NO.92; THENCE N 87° 19' 10" E ALONG THE CENTERLINE OF SAID ROAD 180.69 FEET TO A POINT (60 FEET MORE OR LESS WEST OF A BRIDGE ACROSS MARCO PASS); THENCE N 2° 40' 50" W 100.0 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID ROAD TO POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED AND BEING MARKED BY A 4 INCH CONCRETE MONUMENT WITH A BRASS CAP; THENCE CONTINUING N 2° 40' 50" W 18.0 FEET TO A CONCRETE MONUMENT WITH A BRASS CAP ON THE SHORE OF GOODLAND BAY; THENCE CONTINUING N 2° 40' 50" W 122.0 FEET TO A POINT; THENCE S 87°19' 10" W PARALLEL TO THE NORTHERLY RIGHT-OF-WAY OF SAID ROAD 140.0 FEET TO A POINT; THENCE S 2° 40' 50" E 140.0 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF ROYAL PALM HAMMOCK TO MARCO ROAD; THENCE N 87° 19' 10" E ALONG SAID NORTHERLY RIGHT-OF-WAY BOUNDARY 140.0 FEET TO POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 575, PAGE 692, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 2907, PAGE 715, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

Parcel Identification Number: 78567000342

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

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: Fred W. Mundie, Jr.

Witness Name: Jennifer L. Carr

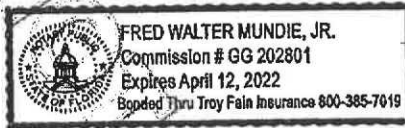
MCCORD-BANCROFT INVESTORS, LLC, an Ohio
Limited Liability Company

By: Gary R. Van Cleeef, Manager

State of Florida
County of Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of January, 2022 by Gary R. Van Cleef, Manager of MCCORD-BANCROFT INVESTORS, LLC, an Ohio Limited Liability Company, on behalf of the company, who ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: Fred W. Mundie, Jr.

My Commission Expires: April 12, 2022

A CERTIFIED COPY

