



City of Marco Island
Growth Management Department
50 Bald Eagle Drive
Marco Island, FL 34145
Phone: 239-389-5000

PF-01

Reviewed for code compliance
J Ooyman
06/17/2025 9:25:41 AM



Reviewed for code compliance
M Reed
06/03/2025 10:25:06 AM

Environmental Review
A. Stork
06/06/2025 12:37:18 PM

Reviewed for code compliance
M Holden
06/16/2025 11:37:51 AM

CONDITIONAL USE PETITION

Applicable Sections of the Marco Island Land Development Code Sec. 30-64

Petition number: **CUP-** _____ Date Received: _____

Planner: _____

Above to be completed by staff

GENERAL INFORMATION

Property Owner(s): Marco River Marina, Inc.

Owner's Address: 951 Bald Eagle Dr., Marco Island, FL 34145

Telephone: c/o Agent Email: c/o Agent

Agent's Name: Zachary W. Lombardo, Esq. and the law firm of Woodward, Pires & Lombardo, P.A.

Agent's Address: 3200 Tamiami Trail N. Ste. 200, Naples, FL 34103

Telephone: (239) 649-6555 Email: zlombardo@wpl-legal.com

DISCLOSURE OF INTEREST INFORMATION

- a. If the property is owned fee simple by an individual, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest (use additional sheets if necessary). Not required per Section 30-64, LDC

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____

- b. If the property is owned by a corporation, list the officers and stockholders and the percentage of stock owned by each.

Name and Address

Percentage of Stock

_____	_____
_____	_____
_____	_____

- c. If the property is in the name of a trustee, list the beneficiaries of the trust with the percentage of interest.

Name and Address	Percentage of Interest
_____	_____
_____	_____
_____	_____

- d. If the property is in the name of the general or limited partnership, list the name of the general and/or limited partners.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____

- e. If there is a contract for purchase, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Stock
_____	_____
_____	_____
_____	_____

Date of Contract: _____

- f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

- g. Date subject property _____ acquired _____ leased: _____

Term of lease: _____ yrs./months

If the petitioner has the option to buy, indicate date of option: _____ and date option terminates: _____ or anticipated closing date: _____

- h. Should any changes of ownership or changes in contracts for purchase subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

DETAILED LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION

If request involves change to more than one zoning district, include separate legal description for property involved in each district. Applicant shall provide a survey completed within the last 6 months at a maximum 1" to 400' scale. The applicant is responsible for supplying the correct legal description. If questions arise concerning the legal description, an engineer's certification or sealed survey may be required.

Subdivision: MARCO BEACH UNIT 4 Block: 783 Lot: 1
Property ID #: 56930080005 Plat Book: 6 Page #: 33
Address/general location of subject property: 951 BALD EAGLE DR
Size of property: _____ feet X _____ feet = _____ total square feet = 5.63 Acres

ADJACENT ZONING AND LAND USE

Property Subject	Zoning	Land Use
N	<u>C-5</u>	<u>MARINA</u>
S	<u>RSF-3</u>	<u>RESIDENTIAL SINGLE FAMILY</u>
E	<u>C-5</u>	<u>CONDOMINIUM</u>
W	<u>WATERWAY</u>	<u>N/A</u>
	<u>C-4</u>	<u>PARKING LOT</u>

Does the property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property.

Subdivision: MARCO BCH UNIT 4 Block: 133 Lot: 14
Property ID #: 56946680004 Plat Book: 6 Page #: 33
Subdivision: MARCO BCH UNIT 11 TRACT B Block: _____ Lot: _____
Property ID #: 57920080001 Plat Book: 6 Page #: 80 - 86

TYPE OF CONDITIONAL USE

This application is requesting conditional use number 9 of the C-5 district for Increase in maximum building height for a marina use (boat racks) to exceed the zoned height of 35 feet and instead be permitted at 44' 6".

Present Use of the Property: Present use is marina boat racks. Proposed use is multi-level marina boat racks.

Evaluation Criteria

Attach a narrative statement describing this request for conditional use and a detailed response to each of the criterion listed below. Specify how and why the request is consistent with each.

See Attachment A

- a. That the granting of the conditional use will not adversely affect the public interest, and that the specific requirements governing the individual conditional use, if any, have been met by the petitioner;
- b. That the grant of the conditional use is consistent with the comprehensive plan. A conditional use shall not be presumed to be consistent with the comprehensive plan merely because the use is listed in the LDC as a conditional use in a given zoning district;
- c. That there is proper and adequate ingress to and egress from to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
- d. That the proposed conditional use is compatible with adjacent properties and other property in the district. The conditional use, as depicted on the conceptual site plan, must be compatible with adjacent and nearby uses, developments, structures, and neighborhoods and will not alter the character of the community and neighborhood or be contrary to emerging development trends in the community and the neighborhood;
- e. Building orientation. That buildings are oriented so as to enhance the appearance of the streetscape. Mass, bulk and scale of all structures shall be compatible with other structures and uses in the neighborhood.

NOTE: Pursuant to Section 30-63 of the City of Marco Island Land Development Code, staff's recommendation to the Planning Board and the Planning Board's recommendation to the City Council, acting as the Board of Zoning Appeals, shall be based upon a finding that the specific requirements governing the individual conditional use, if any, have been met, and that further, satisfactory provision and arrangement have been made concerning the preceding matters, where applicable.

Deed Restrictions

The City is legally precluded from enforcing deed restrictions, however, significant portions of the City of Marco Island are subject to deed restrictions. You may wish to contact the Marco Island Civic Association (MICA) at (239)642-7778 to ascertain whether or not the request is affected by existing deed restrictions.

Previous land use petitions on the subject property

To your knowledge, has a public hearing been held on this property within the last year? If so, what was the nature of that hearing?

No.

Additional Submittal requirements

In addition to this completed application, the following must be submitted in order for your application to be deemed sufficient, unless otherwise waived during the pre-application meeting:

See SDP-24-000139

1. Applicant requests a waiver of the pre-application meeting as this conditional use is related to SDP-24-000139, which had a pre-application, as well as several post-application meetings.

1. A copy of the pre-application meeting notes;
2. One (1) copy of a 24" x 36" conceptual site plan (and one reduced 8 ½" x 11" copy of site plan), drawn to a maximum scale of 1" = 400', depicting following (Additional copies of the plan may be required upon completion of staff evaluation for distribution to The Planning Board, City Council and various advisory boards).
 - All existing and proposed structures and the dimensions thereof, provisions for existing and/or proposed ingress and egress (including pedestrian ingress and egress to the site and the structure(s) on site(s).
 - All existing and/or proposed parking and loading areas (include matrix indicating required and provided parking and loading, including required parking for the disabled).
 - Locations of solid waste (refuse) containers and service function areas, required yards, open space and preserved areas, proposed locations for utilities (as well as location of existing utility services to the site), proposed and/or existing landscaping and buffering as may be required, location of all signs and lighting including a narrative statement as to the type, character, and dimensions (such as height, area, etc.)
3. An Environmental Impact Statement (EIS), as may be required by Section 30-962 of the Land Development Code(LDC).
4. Two copies of a recent aerial photograph, taken within the previous twelve months, with a minimum scale of 1" = 400'. The aerial photograph shall identify plant and/or wildlife habitats and their boundaries. Such identification shall be consistent with Florida Department of Transportation Land Use Cover and Forms Classification System.
5. Statement of utility provisions, with all required attachments and sketches.
6. A Traffic Impact Statement (TIS) unless waived at the pre-application meeting.
7. A historical and archeological survey or waiver application if property is located within an area of historical or archaeological probability as identified at the pre-application meeting.

7. Not applicable, site is not located in an area identified on the City's Marco Island Historic Places and Archeological Sites, version 2007, map
8. Any additional requirements as may be applicable to specific conditional uses and identified during the pre-application meeting, including but not limited to any required state or federal permits.

TRAFFIC IMPACT STATEMENT (TIS)

A TIS is required unless waived at the pre-application meeting. The TIS required may be either major or minor as determined at the pre-application meeting. Please note the following with regard to TIS submittals:

See SDP-24-000139

Minor TIS

Generally required for conditional use and rezone requests for property less than 10 acres in size, although based on the intensity or unique character of a petition, a major TIS may be required for a petition of ten acres or less.

A minor TIS shall include the following:

1. Trip Generation (at buildout)
 - Annual Average Daily Traffic
 - Annual Average Daily Traffic Peak Hour
 - Peak Season Daily Traffic
 - Peak Hour Peak Season Daily Traffic
2. Trip Assignment
 - Within Radius of Development Influence
3. Existing Traffic
 - Within Radius of Development Influence
 - Annual Average Daily Traffic Volumes
 - Peak Season Daily Traffic Volumes
 - Level of Service
4. Impact of the proposed use on affected major thoroughfares, including any anticipated changes in level of services (LOS)
5. Any proposed improvements (to the site or the external right-of-way) such as providing or eliminating an ingress/egress point or providing turn or decel lanes or other improvements.
6. Describe any proposal to mitigate the negative impacts on the transportation system. For Rezones Only: State how this request is consistent with the applicable policies of the Transportation Element of the Comprehensive Plan.

Major TIS

Required for all other conditional use and rezone requests.

A major TIS shall include the following:

1. All items required for a Minor Traffic Impact Statement
2. Intersection Analysis
3. Background Traffic
4. Through Traffic
5. Planned/Proposed Roadway Improvements
6. Proposed Schedule (Phasing) of Development

TRAFFIC IMPACT STATEMENT (TIS) STANDARDS

The following standards shall be used in preparing a TIS for submittal in conjunction with a conditional use or rezone petition:

Trip Generation

Provide the total traffic generated by the project for each link within the project's Radius of Development Influence (RDI) in conformance with the acceptable traffic engineering principles. The rates published in the latest edition of the Institute of Transportation Engineers (ITE) trip Generation Report shall be used unless documentation by the petitioner of the City justifies the use of alternative rates.

Trip Assignment

Provide a map depicting the assignment to the network, of those trips generated by the proposed project. The assignment shall be made to all links within the RDI. Both annual average and peak seasonal traffic should be depicted.

Existing Traffic

Provide a map depicting the current traffic conditions on all links within the RDI. The AADT, PSDT, and LOS shall be depicted for all links within the RDI.

Level of Service (LOS)

The LOS of a roadway shall be expressed in terms of the applicable Collier County Generalized Daily Service Volumes as set forth in the TCE of the GMP.

Radius of Development Influence (RDI)

The TIS shall cover the least of the following two areas:

- An area as set forth below; or,
- The area in which traffic assignments from the proposed project on the major thoroughfares exceeds 1% of the LOS "C".

<u>Land Use</u>	<u>Distance</u>
Residential	5 miles or as required by DRI
Other (commercial, industrial, institutional, etc.)	
0 - 49,999 Sq. Ft.	2 miles
50,000 - 99,999 Sq. Ft.	3 miles
100,000 - 199,999 Sq. Ft.	4 miles
200,000 - 399,999 Sq. Ft.	5 miles
400,000 and up	5 miles

In describing the RDI and TIS shall provide the measurement in road miles from the proposed project rather than a geometric radius.

Intersection Analysis

An intersection analysis is required for all intersections within the RDI where the sum of the peak-hour critical lane volume is projected to exceed 1,200 Vehicles per Hour (VPH).

Background Traffic

The effects of previously approved but undeveloped or partially developed projects which may affect major thoroughfares within the RDI of the proposed project shall be provided. This information shall be depicted on a map or alternatively in a listing of those projects and their respective characteristics.

Future Traffic

An estimate of the effects of traditional increases in traffic resulting from potential development shall be provided. Potential development is that which may be developed maximally under the effective Future Land Use Element (FLUE) and the Land Development Code. This estimate shall be for the projected development areas within the projects RDI. A map or list of such lands with potential traffic impact calculations shall be provided.

Through Traffic

At a minimum, increases in through traffic shall be addressed through the year 2015. The methodology used to derive the estimates shall be provided. It may be desirable to include any additional documentation and backup data to support the estimation as well.

Planned/Proposed Roadway Improvements

All proposed or planned roadway improvements located within the RDI should be identified. A description of the funding commitments should also be identified.

Project Phasing

When a project phasing schedule is dependent upon proposed roadway improvements, a phasing schedule may be included as part of the TIS. If the traffic impacts of a project are mitigated through a phasing schedule, such phasing schedule may be made a condition of any approval.

Statement of Utility Provisions for Conditional Use Request

Applicant: _____ **See SDP-24-000139** _____

Address: _____

Telephone: _____ Email: _____

Address of subject property (if available): _____

Subdivision: _____ Block: _____ Lot: _____

Property ID #: _____ Plat Book: _____ Page #: _____

Type of Sewage Disposal to be provided (check one)

- County Utility system
- City Utility System
- Franchised Utility System: _____
- Package Treatment Plan: _____ GPD
- Septic System

Type of Water Service to be provided (check one)

- County utility system
- City utility
- Franchised utility system: _____
- Private system (well)

Total population to be served: _____

Peak and average daily demands:

Water: peak _____ average daily: _____

Sewer: peak _____ average daily: _____

If proposing to be connected to Collier County Regional Water System, please provide the date service is expected to be required: _____.

Narrative Statement

Provide a brief and concise narrative statement and schematic drawing of sewage treatment process to be used as well as a specific statement regarding the method of effluent and sludge disposal. If percolation ponds are to be used, then percolation data and soil involved shall be provided from tests prepared and certified by a professional engineer.

Collier County Utility Dedication Statement

If the project is located within the services boundaries of Collier County's utility service system, written notarized statement shall be provided agreeing to dedicate to Collier County Utilities the water distribution and sewage collection facilities within the project area upon completion of the construction of these facilities in accordance with all applicable County ordinances in effect at the time. This statement shall also include an agreement that the applicable system development charges and connection by fees will be paid to the County Utilities Division prior to the issuance of building permits by the City. If applicable, the statement shall contain an agreement to dedicate the appropriate utility easements for serving the water and sewer systems.

Statement of Availability Capacity from Other Providers

Unless waived or otherwise provided for at the pre-application meeting, if the project is to receive sewer or potable water services from any provider other than the City, a statement from the provider indicating that there is adequate capacity to serve the project shall be provided.

**CONDITIONAL USE APPLICATION
SUBMITTAL CHECKLIST**

THIS COMPLETED CHECKLIST IS TO BE SUBMITTED WITH APPLICATION PACKET.

	NUMBER OF COPIES	REQUIRED	NOT REQUIRED
Completed Application	1		
Copy of Deed(s) & list identifying Owner(s) & all partners if a Corporation	1		
Completed Owner/Agent Affidavits, Notarized	1		
Pre-application notes/minutes	1		
Conceptual Site Plans	1	See SDP-24-000139	
Environmental Impact Statement (EIS)	1		
Aerial Photograph – (with habitat areas identified)	1		
Completed Utility Provisions Statements (with Required attachments and sketches)	1		
Traffic Impact Statement (TIS)	1		
Historical & Archaeological Survey or Waiver Application	1		
Copies of State and/or Federal Permits	1		
Architectural rendering of proposed structure(s)	1		
Application Fee, Check shall be made payable to "City of Marco Island" Without A Rezone Petition: \$4,000 With a Rezone Petition: \$1,000		\$4,000.00 (w/Rezone \$1000.00)	
Other requirements: Digital Copy of all the above.	1		

PUBLIC NOTICE REQUIREMENT: In addition to the fees required herein, the applicant is responsible for all costs of newspaper notices and required notices for public petitions and shall be paid in full prior to a scheduled public hearing. If such payment is not received prior to a scheduled public hearing, the petition will be continued and rescheduled. Any additional cost associated with a rescheduled item is also the applicant's responsibility and be paid in full prior to the public hearing. Advertising for public hearings shall be prepared by staff and submitted to the newspapers as required in the Marco Island Land Development Code (LDC). If an application is filed for which a fee is not listed herein, staff shall assess the fee based upon actual time spent reviewing the petition.
Marco Island Code of Ordinances Section 30-8(a). Amended 10/17/2005

As the authorized agent/applicant for this petition, I attest that all the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

AFFIDAVIT

We/I, MARCO RIVER MARINA, INC. d/b/a ROSE MARINA, being first duly sworn, depose and say that we/I am/are the owners of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, including the disclosure of interest information, all sketches, data, and other supplementary matter attached to and made a part of this application, are honest and true to the best of our knowledge and belief. We/I understand that the information requested on this application must be complete and accurate and that the content of this form, whether computer generated, or City printed shall not be altered. We/I hereby also consent to access to the subject property (excluding entering any home or other enclosed structure) by City of Marco Island staff members for the limited purpose of evaluating, observing, or understanding the subject property conditions as they relate to the Site Development Plan. While the Site Development Plan is pending, staff members will be allowed access upon the property provided they display a Marco Island City Photo ID or a Valid Driver's License.

As property owner we/I further authorize ZACHARY W. LOMBARDO, ESQ. of WOODWARD, PIRES & LOMBARDO, P.A. to act as our/my representative in any matters regarding this Petition.

Dwight E. Stiehl
Signature of Property Owner
DWIGHT E. STIEHL
Printed Name of Property Owner
Title: PRESIDENT

The foregoing instrument was acknowledged before me this 20th day of May, 2025, by Dwight Stiehl, who is personally known to me or has produced _____ as identification.

State of Florida
County of Collier



ALISHA ARAUJO
Notary Public
State of Florida
Comm# HHS17531
Expires 4/17/2028

(Seal)

Alisha Araujo
Signature, Notary Public
Alisha Araujo
Printed, Typed, or Stamped Name of Notary

Re: MARCO RIVER MARINA INC
951 BALD EAGLE DR
MARCO ISLAND FL 33937

This Instrument Prepared By:
Charles W. Horne
Bureau of Land Management Services
3900 Commonwealth Boulevard
Mail Station No. 130
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL

NO. 110874995

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 MARCO RIVER MARINA, INC., a Florida Corporation, hereinafter referred to as the Lessees, the sovereign lands described as follows:

A parcel of sovereign submerged land in Sections 05 & 08, Township 52 South, Range 26 East, in Marco River, Collier County, containing 37,951 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 10, 1984.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from December 18, 1994, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. The Lessee is hereby authorized to operate exclusively a commercial marina in conjunction with upland dry storage and repair facility, without fueling facilities, without sewage pumpout facilities, and without liveboards, as shown and conditioned in Attachment A, and the Department of Environmental Regulation Permit No. 110874995, dated October 19, 1984, Attachment B.

2. The Lessee hereby agrees to pay an annual lease fee, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, of \$2,659.23. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Lessor will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees or other charges due hereunder which are not paid within 30 days of their due dates.

4. The Lessee shall provide upon request by the Lessor any and all information in a certified form and to calculate the lease fee specified in paragraph two (2) above, including wet slip rental information, if applicable. In addition, if the wet slip rental rates change during the year, the Lessee shall submit a revised rate schedule within 30 days following the effective date of the rate change. The Lessor reserves the right to assess retroactively additional payments when the actual rental rates or total number of linear feet for rent used to determine the annual payment differs from the rental rates or total number of linear feet for rent supplied by the Lessee.

5. 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. 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 payment verification purposes by the Lessor.

7. This lease is given to the Lessee to use or occupy the leased premises only for those purposes specified herein. The Lessee shall, not alter the approved use of the sovereignty lands or the type of use of the adjacent uplands (e.g., commercial to multi-family residential) without first obtaining the Lessor's written authorization in the form of a modified lease and the payment of additional fees, if applicable, and the removal of that portion of the original structures which are no longer authorized under the modified lease.

8. 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.

9. This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

10. During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the adjacent upland property and if such interest is terminated the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of 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.

11. The Lessee shall investigate all claims of every nature 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. Lessee waives any venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. 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, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If cancelled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce this provision shall be paid by the Lessee. All notices required to be given to Lessee by this lease or applicable law or administrative rule shall be sufficient if sent by U.S. Mail to the following address:

Marco River Marina, Inc.
951 Bald Eagle Drive
Marco Island, Florida 33937

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.

14. 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.

15. 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.

16. 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.

17. No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. 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 and welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

18. The Lessee shall not permit any vessel required to be registered or titled under Florida law to moor or dock within or otherwise use the leased area unless such vessel is registered or titled in accordance with Chapter 327 and 328, Florida Statutes.

19. 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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor, in the form set forth in Attachment C, in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible, at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

20. 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.

21. Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

22. Renewal of this lease shall be at the sole option of the Lessor. Such renewal will 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 Lessee is in full compliance with the terms of this lease including the construction requirements set forth in Paragraph 1, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or 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 riparian upland property more specifically described in Attachment D which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

23. 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 item 13 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 Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

24. 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 interest of the Lessee in its uplands enforceable in summary proceedings as provided by law.

25. The Lessee, at its own expense, shall record this lease and any subsequent approved renewal and/or modified leases in the official records of the county within which the leased site is located within fourteen days after receipt of a fully executed copy of this lease, and shall provide the Lessor with a copy of the recorded lease indicating the book and page at which the lease is recorded.

26. 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.

27. 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, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) Lessee provides to lessor an acceptable engineering drawing of the proposed lift; (b) the location or size of the lift does not increase the mooring capacity of the facility; and (c) written approval of Lessor is obtained prior to the installation or construction of the lift. A copy of such authorization shall be attached to the lease.

28. Lessee shall place and maintain covered, secure trash receptacles, preferably of 50 gallon capacity, of a sufficient number and at appropriate locations on the overwater structures within the leased area to encourage facility users to discard litter in an acceptable manner and prevent litter from being discarded into the waters of the State. Immediately adjacent to the trash receptacles, Lessee shall post signs the size of which shall be at least as large as 18" x 24" with white lettering on green background to carry an appropriate message such as DON'T BE A LITTER BUG; PLEASE PLACE TRASH IN RECEPTACLE; or TRASH RECEPTACLE.

29. Prior to commencement of construction and/or activities herein, the Lessee shall obtain the U.S. Army of Corps of Engineers (COE) permit if it is required by COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE 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.

30. SPECIAL LEASE CONDITION:

Lessee shall install and maintain manatee awareness signs, at locations and of a format acceptable to the Division of Marine Resources, Office of Protected Species Management, advising boaters to exercise caution due to the presence of manatee in the area. The Lessee shall install and maintain manatee information displays, in locations and of a format acceptable to the Division of Marine Resources, Office of Protected Species Management, informing the boating public of the habitat and mannerisms of the manatee and potential threat boats can impose on the continued existence of the endangered manatee. The Lessee hereby accepts the responsibility to contact and comply with the requirements of the Division of Marine Resources, Office of Protected Species Management, MS 245, Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399, within 6 month of receipt of executed lease. The Lessee also agrees to provide an affidavit signed by the Lessee stating the required signs and displays have been installed and satisfy the requirements of the Division of Marine Resources, Office of Protected Species Management.

WITNESSES:

Judy Mercer
Original Signature

Judy Mercer
Typed/Printed Name of Witness

[Signature]
Original Signature

[Signature]
Typed/Printed Name of Witness

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

(SEAL)
BY [Signature]

Daniel T. Crabb, Bureau Chief,
Bureau of Land Management Services,
Division of State Lands, Agent for the
Board of Trustees of the Internal
Improvement Trust Fund

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22nd day of
February, 1995, by Daniel T. Crabb, Bureau Chief, who is
personally known to me.

APPROVED AS TO FORM AND LEGALITY:

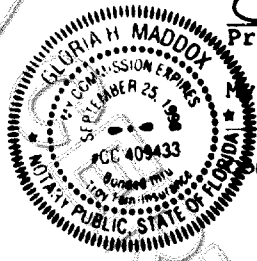
[Signature] 2/21/95
DEP Attorney

[Signature]
Notary Public, State of Florida

GLORIA H. MADDOX
Printed, Typed or Stamped Name

Commission Expires:

Commission/Serial No.



WITNESSES:

[Signature]
Original Signature

WM. N. HESKETH
Typed/Printed Name of Witness

[Signature]
Original Signature

HAROLD C. HOLM
Typed/Printed Name of Witness

MARCO RIVER MARINA, INC., a
Florida Corporation (SEAL)
Lessee

BY [Signature]
Original Signature of Executing Authority

DONALD L. CLARK
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

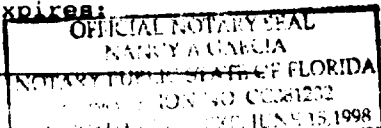
STATE OF Fla

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 13 day of
Feb, 1995, by DONALD L. CLARK, President of MARCO RIVER
MARINA, INC., a FLORIDA corporation, on
behalf of the corporation. He/she is personally known to me or who has produced
none, as identification.

My Commission Expires:

6/15/98

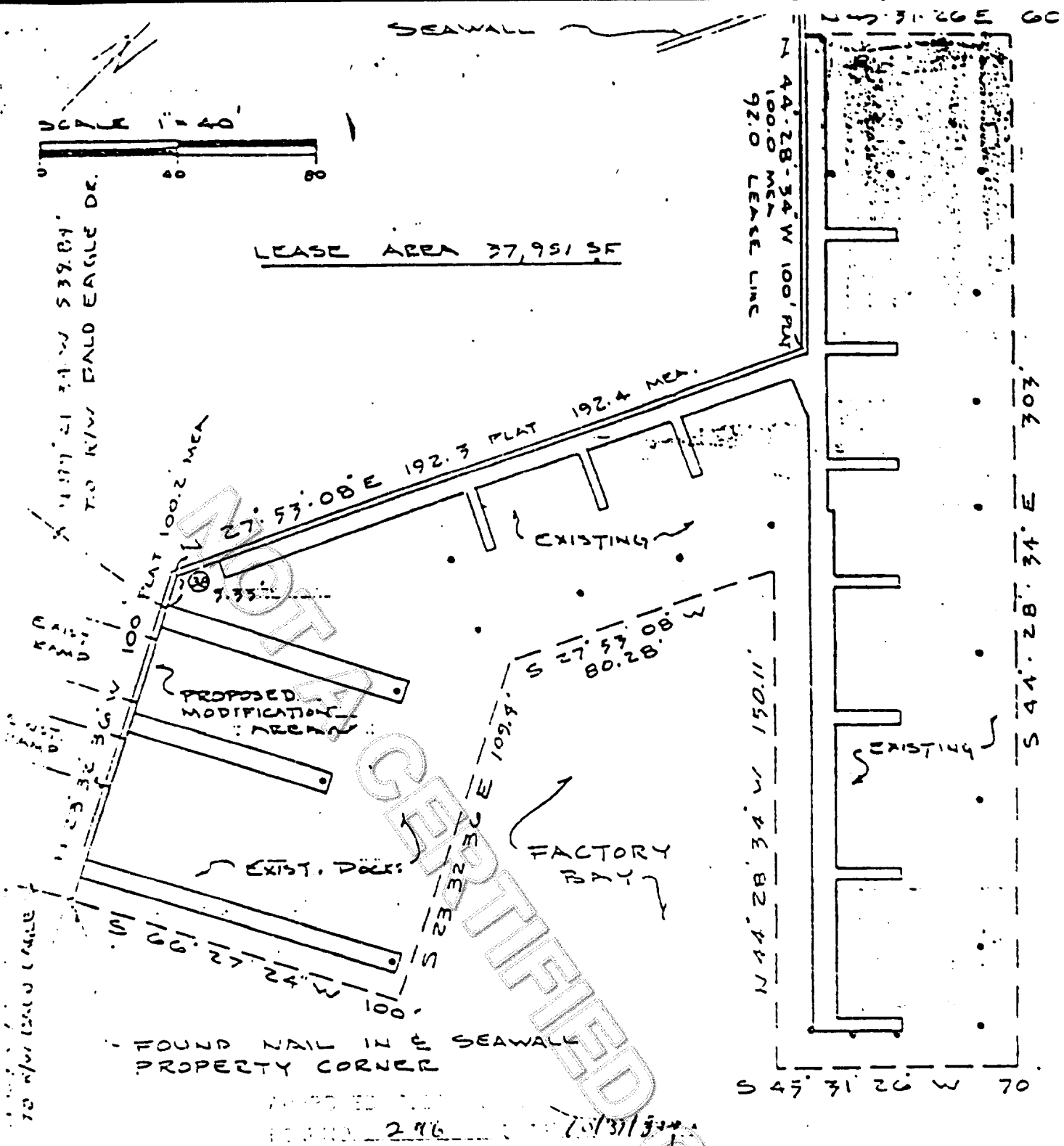


Commission/Serial No.

[Signature]
Notary Public, State of Florida

NANCY A. GARCIA
Printed, Typed or Stamped Name

OR: 2034 PG: 1304



SPECIFIC PURPOSE SURVEY FOR:
 MARCO RIVER MARINA - STATE RD 953 - MARCO ISL. T
 SEC 5, T 52 S, R 26 E LAT N 25° 57' 40" & W S1° 43' 3"
 THE APPROXIMATE MHW IS +1.59' AS APPROVED BY FL
 ON AUG 9, 1984. THE NGVD ELEV. FOR THE TOP OF 7
 SEAWALL IS 5.5 AND THE BOTTOM IS -1.5.
 THE BEARING REFERENCE IS THE CALLS IN PLAT 30
 6 PAGE 33 OF THE COLLIER COUNTY PUBLIC REC

I hereby certify that the above "Specific Purpose Survey" for
 establishing a submerged land lease area meets the minimum
 technical standards of Rule 21HH-6, FAC, as set forth by the
 Florida Board of Land Surveyors pursuant to Section 472.072, FS.

Jerry C. Neal
 Jerry C. Neal, P.L.S.
 Fl. Reg. No. 3872
 Not Valid Unless Embossed
 With Surveyors Seal.

Attachment A
 Page 7 of 22 Pages
 SSSL No. 110874995

Date: 10-10-89

LEGAL DESCRIPTION
FOR
SUBMERGED LAND LEASE
FOR
MARCO RIVER MARINA
951 BALD EAGLE DRIVE
MARCO ISLAND, FLORIDA.

A parcel of submerged sovereignty land in the Factory Bay waters located in Section 5 and 8, Township 52 South, Range 26 East, Collier County and being more particularly described as follows:

A parcel of land located in the northern part of Tract "A" and commencing at the State Plane Coordinate Point Number 38 as shown on Plat Book 6, Page 33 of the Public Records in Collier County; Thence along the seawall South $23^{\circ} 32' 36''$ East for 100 feet to a nail in the center of said seawall, being the property corner of subject property, and being the POINT OF BEGINNING; Thence along said seawall North $23^{\circ} 32' 36''$ West for 100 feet to center line intersection of two seawalls; Thence along the seawall North $27^{\circ} 53' 08''$ East for 192.3 feet to the center line intersection of two seawalls; Thence North $44^{\circ} 28' 34''$ West for 92 feet to a point; Thence leaving the seawall

North $45^{\circ} 31' 26''$ East for 60 feet;
Thence South $44^{\circ} 28' 34''$ East for 303 feet;
Thence South $45^{\circ} 31' 26''$ West for 70 feet;
Thence North $44^{\circ} 28' 34''$ West for 150.11 feet;
Thence South $27^{\circ} 53' 08''$ West for 80.28 feet;
Thence South $23^{\circ} 32' 36''$ East for 109.4 feet;
Thence South $66^{\circ} 27' 24''$ West for 100 feet;

to the POINT OF BEGINNING.

Containing 37,951 square feet. Lineal riparian frontage is 384.3 feet.

I hereby certify that the above "Specific Purpose Survey" for establishing a submerged land lease area meets the minimum technical standards of Rule 21HH-6, FAC, as set forth by the Florida Board of Land Surveyors pursuant to Section 472.072, FS.

Anchor Engineering
P.O. Box 1700
Marco Island, FL 33937
Tel: 813-394-1697

Jerry C. Neal
Jerry C. Neal, P.L.S.
Fl. Reg. No. 3872
Not Valid Unless Embossed
With Surveyors Seal

Date: 10-10-89

OR: 2034 PG: 1305

Sub-66

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL REGULATION

SOUTH FLORIDA
BRANCH OFFICE
7451 GOLF COURSE BOULEVARD
PUNTA GORDA, FLORIDA 33950-9359



BOB GRAHAM
GOVERNOR
VICTORIA J. TSCHINKEL
SECRETARY

PERMITTEE: Marco River Marina Inc.
c/o Anchor Engineering
P.O. Box 1700
Marco Island, FL 33937

PERMIT/CERTIFICATION
NO. 110874995

DATE OF ISSUE: October 19, 1984

EXPIRATION DATE: October 15, 1987

COUNTY: Collier

LATITUDE/LONGITUDE:

25° 57' 20"N

81° 43' 30"W

SECTION/TOWNSHIP/RANGE:

5 & 8 52S 26E

PROJECT: Utility Ramps

NOT A
COPY

This permit is issued under the provisions of Chapter(s) 253 & 403, Florida Statutes, and Florida Administrative Code Rule(s) 17-3 & 17-4. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

construct two ramps for a 40 ton marine hoist adjacent to existing docks at an existing commercial marina on Factory Bay (Class II Waters), a natural navigable waterbody in Sections 5 & 8, Township 52S, Range 26E, Collier County.

RECEIVED

8872842

COMMERCIAL SERVICES

COPY

DER Form 17-1.201(5)
Effective November 30, 1982

Page 1 of 5

Protecting Florida and Your Quality of Life

DATE OF ISSUE: October 19, 1984

EXPIRATION DATE: October 15, 1987

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and as such are binding upon the permittee and enforceable pursuant to the authority of Section 403.161, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is hereby placed on notice that the department will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants or representatives.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the department.

3. As provided in Subsections 403.087(6) and 403.722(5), Florida Statutes, the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit does not constitute a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in the permit.

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgement of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the state. Only the Trustees of the Internal Improvement Trust Fund may express state opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, plant or aquatic life or property and penalties therefor caused by the construction or operation of this permitted source, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and department rules, unless specifically authorized by an order from the department.

6. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit, as required by department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by department rules.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 2 of 5

OR: 2034 PG: 1307

DATE OF ISSUE: October 19, 1984

EXPIRATION DATE: October 15, 1987

7. The permittee, by accepting this permit, specifically agrees to allow authorized department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

- a. Having access to and copying any records that must be kept under the conditions of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under this permit; and
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately notify and provide the department with the following information:

- a. a description of and cause of non-compliance; and
- b. the period of non-compliance, including exact dates and times, or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the department, may be used by the department as evidence in any enforcement case arising under the Florida Statutes or department rules, except where such use is proscribed by Sections 403.73 and 403.111, Florida Statutes.

10. The permittee agrees to comply with changes in department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or department rules.

11. This permit is transferable only upon department approval in accordance with Florida Administrative Code Rules 17-4.12 and 17-30.30, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the department.

PERMITTEE: Marco River Marina Inc.

PERMIT/CERTIFICATION
NO. 110874995

DATE OF ISSUE: October 19, 1984

EXPIRATION DATE: October 15, 1987

12. This permit is required to be kept at the work site of the permitted activity during the entire period of construction or operation.

13. This permit also constitutes:

- () Determination of Best Available Control Technology (BACT)
- () Determination of Prevention of Significant Deterioration (PSD)
- (X) Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500)
- () Compliance with New Source Performance Standards

14. The permittee shall comply with the following monitoring and record keeping requirements:

a. Upon Request, the permittee shall furnish all records and plans required under department rules. The retention period for all records will be extended automatically, unless otherwise stipulated by the department, during the course of any unresolved enforcement action.

b. The permittee shall retain at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), copies of all reports required by this permit, and records of all data used to complete the application for this permit. The time period of retention shall be at least three years from the date of the sample, measurement, report or application unless otherwise specified by department rule.

c. Records of monitoring information shall include:

- the date, exact place, and time of sampling or measurements;
- the person responsible for performing the sampling or measurements;
- the date(s) analyses were performed;
- the person responsible for performing the analyses;
- the analytical techniques or methods used; and
- the results of such analyses.

15. When requested by the department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the department, such facts or information shall be submitted or corrected promptly.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 4 of 5

OR: 2034 PG: 1309

DATE OF ISSUE: October 19, 1984

EXPIRATION DATE: October 15, 1987

SPECIFIC CONDITIONS:

1. The permittee is hereby advised that Florida law states: "No person shall commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Natural Resources under Chapter 253, until such person has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use." If such work is done without consent, a fine for each offense in an amount of up to \$10,000 may be imposed.
2. Pilings shall be installed by pile driver.
3. Turbidity screens shall be utilized as necessary to control any turbid waters generated by the project.
4. The project shall comply with applicable State Water Quality Standards, namely:
 - 17-3.051 - Minimum Criteria for All Waters at All Times and All Places.
 - 17-3.061 - Surface Waters: General Criteria
 - 17-3.111 - Criteria - Class II Waters - Shellfish Propagation or Harvesting; Surface Waters.

Issued this 19th day of October 1984 .

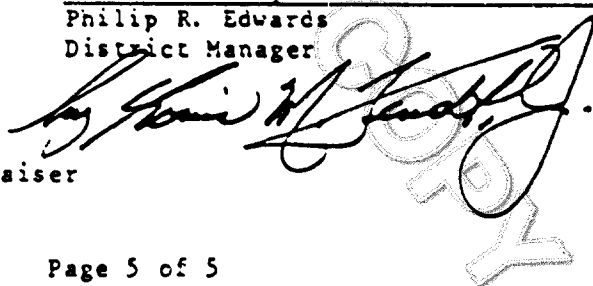
4 Pages Attached

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION



Philip R. Edwards
District Manager

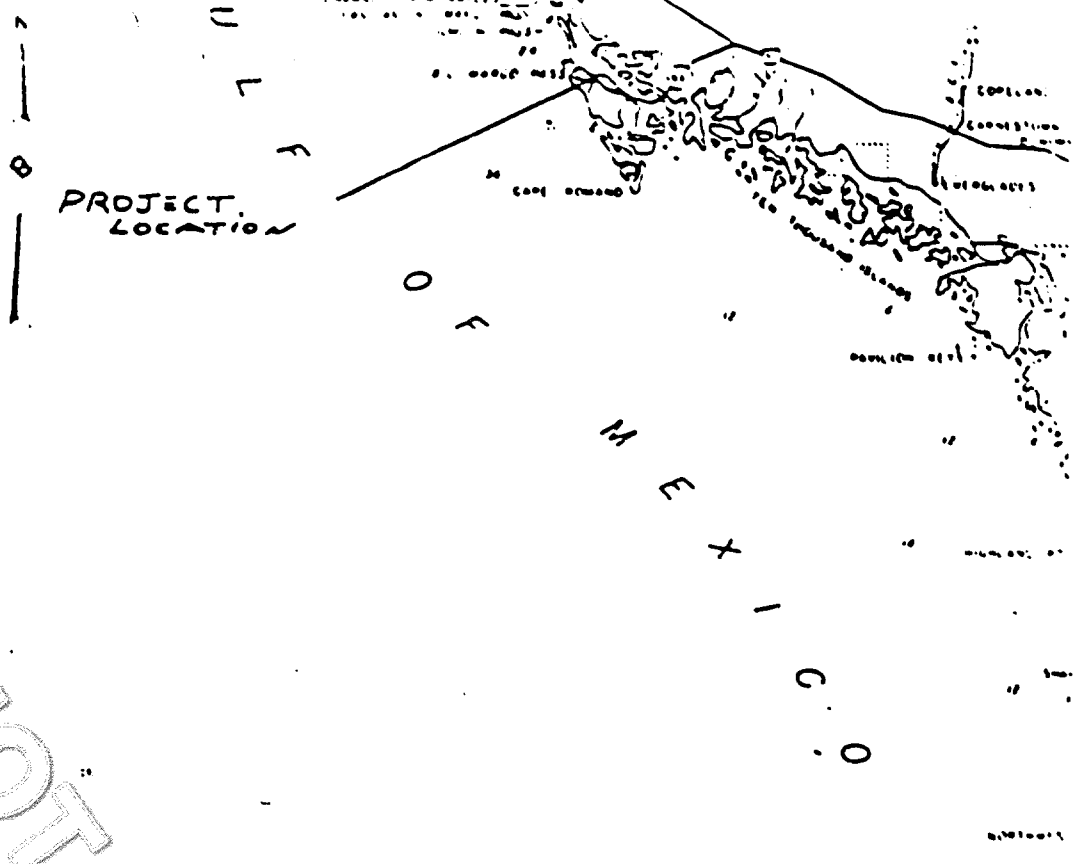
PRE/vp
cc: USACOE
Florida Marine Patrol
Collier Co. Property Appraiser
Charles Horne, DNR



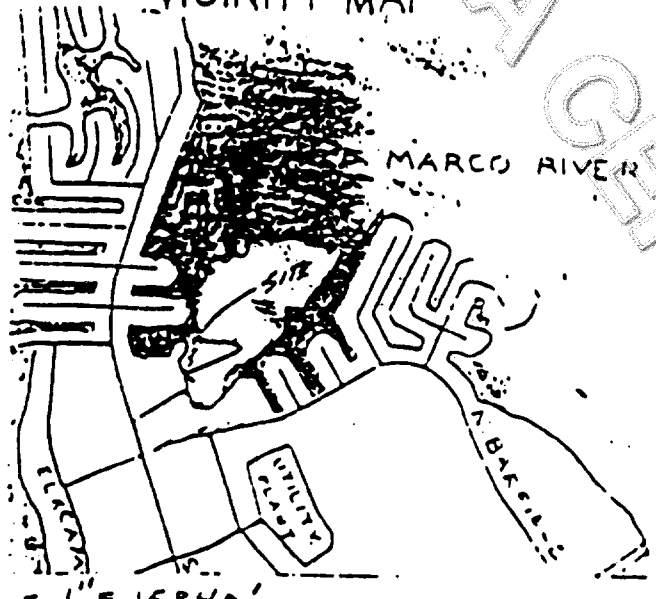
DER Form 17-1.201(5)
Effective November 30, 1982

Page 5 of 5

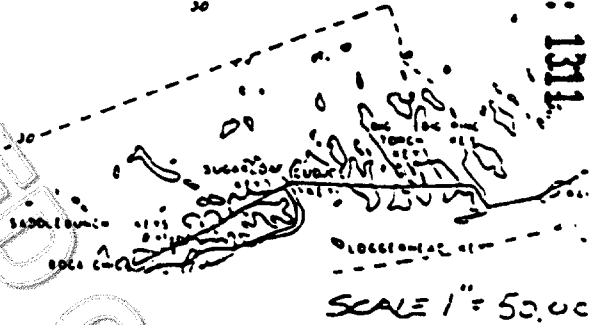
OR: 2034 PG: 1310



VICINITY MAP



OR: 2034 PG: 1311

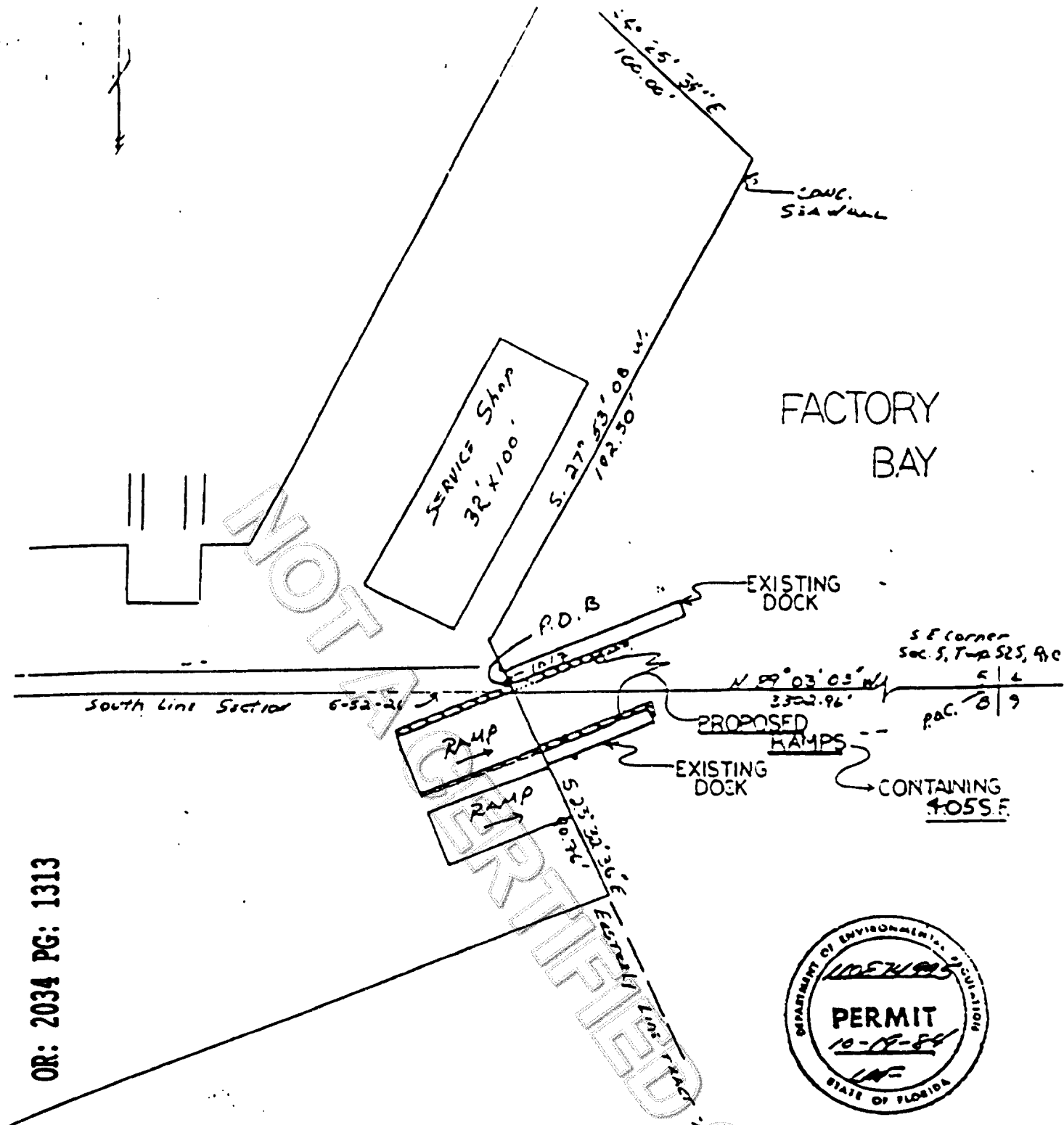


LOCATION AND VICINITY MAPS
 FOR PROPOSED MARINE LIFT AT
 MARCO RIVER MARINA
 MARCO ISLAND FL. 33932
 AT PART OF TRACT "A" MARCO BEACH
 SUBMITTED FOR STATE SUBMITTED
 LAND LEASE; CURRENT LEASE
 NUMBER 11-31463-5E

UNIT 4

PREPARED BY: Michael Reilly
 5/9/84 PERMIT COORDINATOR
 ANCHOR ENGINEERING
 P.O. BOX 1700 MARCO ISLAND FL. 33932

OR: 2034 PG: 1313



Dr. K. P. King

SITE PLAN
PROPOSED BOAT HOIST
MARCO RIVER MARINA
SCALE 1" = 50'

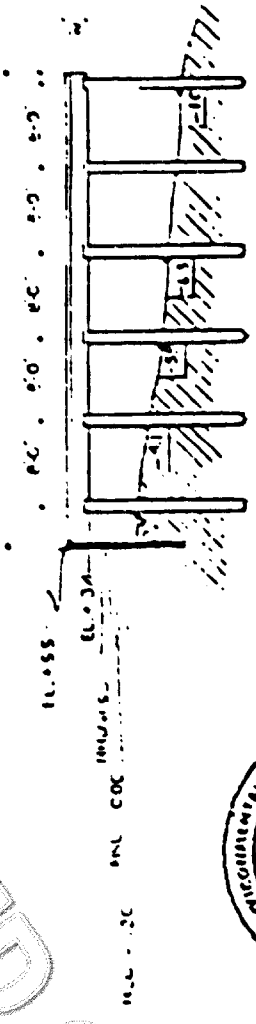
FACTORY BAY

RAMP SERVICE AREA



MANHOLE LIFT (TYP) OF 2

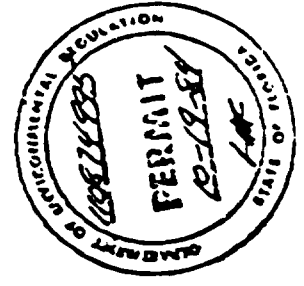
FACTORY BAY



OR: 2034 PG

J. Lab. Proj

ANCHOR ENGINEERING
1000 W. 14th St.
Portland, OR 97201
TEL: 503-228-1111
FAX: 503-228-1112
WWW.ANCHOR-ENG.COM



NOT A CERTIFIED COPY

The docking structures located on the public lands are under lease from the Florida Board of Trustees of the Internal Improvement Trust Fund. As a condition of that lease, the lessee is prohibited from discriminating on the basis of an individual's race, color, religion, sex, national origin, age, handicap or marital status in the rental or use of those structures.

Persons denied equal right to rent or use the docking structures included within Sovereignty Submerged Land Lease Number 110874995 may file a complaint with the:

Department of Environmental Protection
Division of State Lands
3900 Commonwealth Blvd.
Mail Station Number 150
Tallahassee, Florida 32399-3000
Call: (904) 488-6242
(Investigations)

Las estructuras de muelle situadas en las tierras públicas son sojetas a arrendamiento de El Consejo de Administradores del Fondo Seguro de Mejoramiento Interno de la Florida. Como condición de este arrendamiento, el arrendador sera prohibido descriminar por causa de raza, color, religión, sexo, origen nacional, edad, incapacitación o estado civil.

Las personas a quienes se les haya negado el derecho de igualdad al arrendar o usar las estructuras de muelle incluidas dentro de la Soberania de Tierras Somergidas para Arrendamiento Numero 110874995 pueden presentar una queja al:

Departamento de Protección del Ambiente
División de Tierras del Estado
Mail Station Number 150
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000
Llame al: (904) 488-6242
(Investigaciones)

OFFICE RECEIVED
COLLIER COUNTY, FLORIDA

FEB 23 1 48 PM '67

RECEIVED
CLERK OF THE COURT
COLLIER COUNTY, FLORIDA

100526

100526

REC 232 PAGE 24

WARRANTY DEED

THIS INDENTURE,

MADE this 17th day of February, 1967, between MARCO ISLAND DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as party of the first part, and MARCO RIVER MARINA, INC., a Florida corporation, hereinafter referred to as party of the second part, whose mailing address is in care of Donald L. Clark, 44 Crescent Hill Road, Pittsford, New York, #14534.

W I T N E S S E T H:

That the party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns, forever, the following described land, situate, lying and being in Collier County, Florida; to-wit:

A portion of Tract "A", MARCO BEACH UNIT FOUR, as recorded in Plat Book 6, Page 33, of the Public Records of Collier County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Tract "A", said point being the Southwest corner of Lot 14, Block 133 as shown on said plat of Marco Beach Unit Four, run N 81° 37' 40" E, along the North line of said Tract "A" for 98.19 feet; thence S 89° 27' 34" E, 509.30 feet; thence S 44° 25' 34" E, 100 feet; thence S 27° 53' 08" W, 192.30 feet; thence S 23° 32' 36" E, 9.24 feet; thence N 89° 27' 34" W, 539.84 feet to a point on the arc of a circular curve to the right having a radius of 1860.08 feet; thence Northwesterly along the arc of said curve through a central angle of 7° 24' 57" for 240.76 feet to the Point of Beginning.

Attachment D
Page 19 of 22 Pages
SSL No. 110874995



OR: 2034 PG: 1316

The property conveyed hereby is subject to the following:

- (a) Taxes for the year 1967.
- (b) Restrictions and limitations and easements of record.
- (c) Zoning ordinances of Collier County, Florida.
- (d) Special assessments and liens for public improvements which are pending liens.
- (e) Questions of survey.
- (f) The rights of the public and any governmental agency, if any, in and to the riparian rights adjoining the above described property and the use by the public of the waters (Magnolia Waterway and Marco River and/or Marco Pass) abutting said property.
- (g) Mineral rights and reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida.

If party of the second part, its successors and assigns, uses a trade name containing the name "Marco" in the operation of any business on the above described property, then said trade name shall be "Marco River Marina". The provisions herein contained are binding upon party of the second part, its successors and assigns, and is a covenant running with the land.

The party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, excepting that the warranty contained herein will not cover and extend to the rights of the public and any governmental agency, if any, in and to the riparian rights adjoining said property and the use by the public of the waters abutting said property.

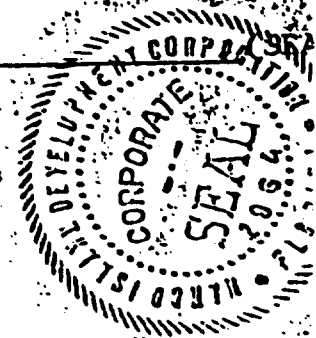
-2-

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

MARCO ISLAND DEVELOPMENT CORPORATION

By [Signature]
Vice President

Attest: [Signature]
Assistant Secretary



Signed, sealed and delivered in the presence of us:

[Signature]
[Signature]

NOT A CERTIFIED COPY

OFF REC 2032 PAGE 27

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 13th day of February, 1967, before me personally appeared A. J. FAY and WILLIAM H. O'DOWD, JR., Vice President and Assistant Secretary, respectively, of MARCO ISLAND DEVELOPMENT CORPORATION, a Florida corporation, to me known to be the persons who signed the foregoing Deed as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said Deed is the act and deed of said corporation.

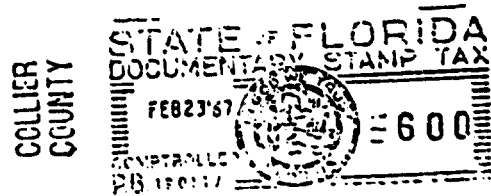
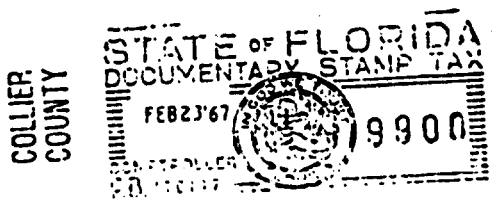
WITNESS my hand and official seal at Miami, in the county and state aforesaid, on the day and year last aforesaid.

Sharon K. Mock
Notary Public, State of Florida
at Large



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAR. 9, 1970
BONDED THROUGH FRED W. DIESTELHORST



Attachment D
Page 22 of 22 Pages
SSLL No. 110874995

Recorded in Official Records Book
of COLLIER COUNTY, FLORIDA
MARGARET T. SCOTT
County Clerk



MAP LEGEND

- Major Roads
- Street Names
- Parcels
- Aerials 2025 Urban [6IN]
- Aerials 2025 Rural [1FT]
- Collier County

Folio Number: 56930080005
Name: MARCO RIVER MARINA INC
Street# & Name: 951 BALD EAGLE DR
Build# / Unit#: A / 1.1
Legal Description: MARCO BCH UNIT 4 BEG NW COR TRACT A, E 607.49FT, SE 100FT, SW 192.30FT, SE 100FT S 69 DEG W 514.14FT, N 20 DEG

2004. Collier County Property Appraiser. While the Collier County Property Appraiser is committed to providing the most accurate and up-to-date information, no warranties expressed or implied are provided for the data herein, its use, or its interpretation.

ATTACHMENT A

This is a conditional use petition seeking to allow a marina use (boat racks) to exceed the zoned height of 35 feet and instead be permitted at 44' 6".

- a. **That the granting of the conditional use will not adversely affect the public interest, and that the specific requirements governing the individual conditional use, if any, have been met by the petitioner;**

As required by the conditional use, the underlying use is permitted in the C-5 District.

- b. **That the grant of the conditional use is consistent with the comprehensive plan. A conditional use shall not be presumed to be consistent with the comprehensive plan merely because the use is listed in the LDC as a conditional use in a given zoning district;**

The Future Land Use Designation of the subject property is Town Center Mixed Use. That policy states:

Policy 3.2.5 The Town Center/Mixed Use future land use category is intended for an intensive and well-integrated mix of commercial and residential uses concentrated at the intersection of Collier Boulevard and Bald Eagle Drive at the gateway to the City. The maximum building height for new projects within the Town Center/ Mixed Use designation area will not exceed 75 feet. Standard densities are limited to 12 du/acre. Hotel/motel densities are limited to 26 du/acre.

The proposed use is part of the commercial use component referenced and does not exceed 75 feet in height and is thus consistent with Policy 3.2.5.

Policy 1.5.3 of the Transportation Element states: "New or expanded multimodal transportation facilities or other improvements approved by the City shall be prioritized to minimize the costs and maximize the benefits. A project prioritization process will consider the extent to which: The safety of all users is improved Multiple modes are connected and enhanced Neighborhood character is improved Connections between facilities are enhanced or created Automobile traffic is mitigated or reduced."

Here, the marina is increasing the ability to store and launch boats and, by way of the companion SDPA, to safely park cars to facilitate the transition from driving to boating. The taller boat rack allows for an expanded multimodal transportation facility and as a result is not just consistent with the Comprehensive Plan, per the Plan, it should be prioritized.

- c. **That there is proper and adequate ingress to and egress from to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;**

As part of the companion SDPA, proper and adequate ingress to and egress from the property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe is met.

- d. That the proposed conditional use is compatible with adjacent properties and other property in the district. The conditional use, as depicted on the conceptual site plan, must be compatible with adjacent and nearby uses, developments, structures, and neighborhoods and will not alter the character of the community and neighborhood or be contrary to emerging development trends in the community and the neighborhood;**

The subject property has served as a marina since May 9, 1966 and predates many of the surrounding uses. The additional height does not materially change the character of the neighborhood nor is it incompatible as a result of its location on the site.

- e. Building orientation. That buildings are oriented so as to enhance the appearance of the streetscape. Mass, bulk and scale of all structures shall be compatible with other structures and uses in the neighborhood.**

The building is situated at the rear of the marina to prevent any compatibility issues.