

This Instrument Prepared By:  
Celeda Wallace  
Action No. 43665  
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

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 310008014

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 Indian River County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 31, Township 30 South, Range 39 East, in Indian River, Indian River County, Florida, containing 3,541 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 19, 2007.

TO HAVE THE USE OF the hereinabove described premises from July 25, 2021, the effective date of this lease renewal, through July 25, 2026, the expiration date of this lease renewal. 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 3-slip docking facility with a non-water dependent historical fish house/shed to be used exclusively for mooring of recreational vessels for demonstration purposes in conjunction with an upland public historical facility, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A,. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

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

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

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

Indian River County, Florida  
1801 27th Street, Building A  
Vero Beach, FL 32960

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

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

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

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

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

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

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

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

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

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

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

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

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

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

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

25. 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.

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

27. SPECIAL LEASE CONDITIONS:

A. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

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

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

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

WITNESSES:

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

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

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.

\_\_\_\_\_  
Original Signature

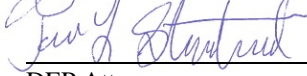
\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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:



6/15/2021

DEP Attorney

Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

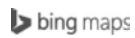
WITNESSES: Indian River County, Florida (SEAL)  
By its Board of County Commissioners

_____	BY: _____
Original Signature	Original Signature of Executing Authority
_____	<u>Joseph E. Flescher</u>
Typed/Printed Name of Witness	Typed/Printed Name of Executing Authority
_____	<u>Chairman</u>
Original Signature	Title of Executing Authority
_____	
Typed/Printed Name of Witness	“LESSEE”

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

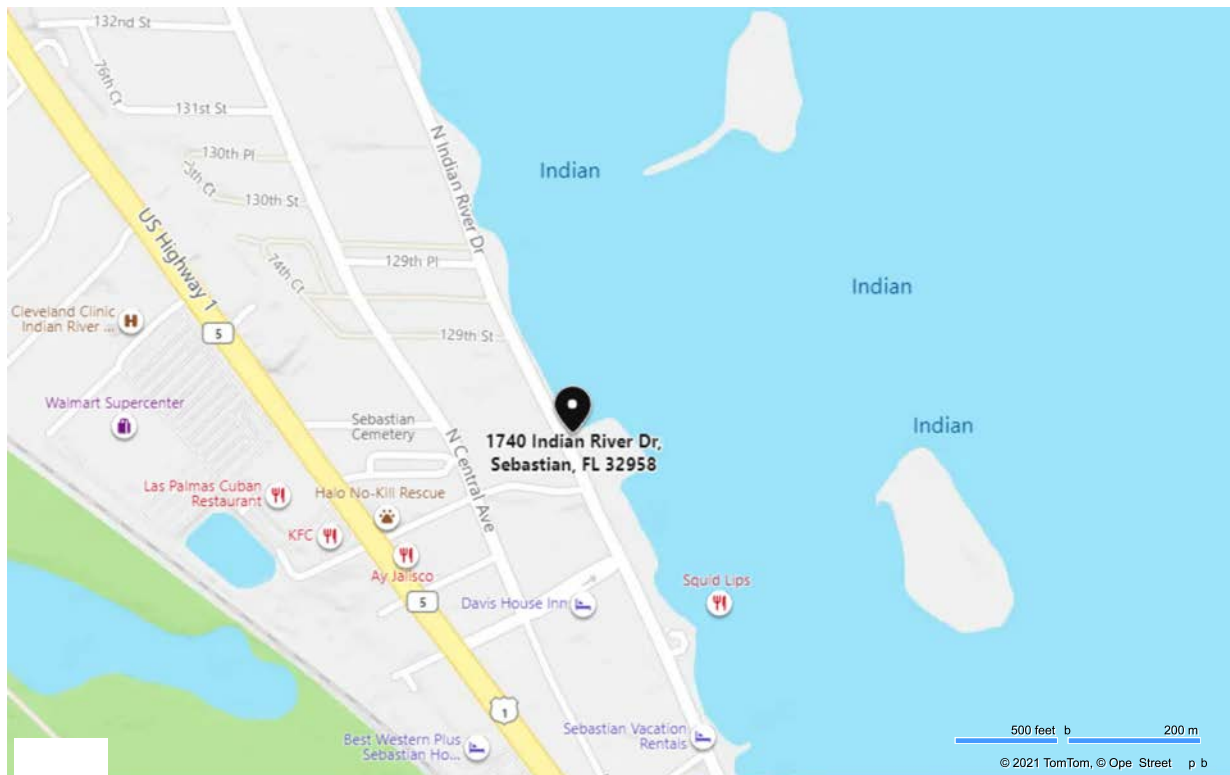
The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this .  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Joseph E. Flescher as Chairman, for and on  
behalf of Board of County Commissioners of Indian River County, Florida. He is personally known to me or who has produced  
\_\_\_\_\_, as identification.

My Commission Expires:	_____
	Signature of Notary Public
_____	Notary Public, State of _____
Commission/Serial No. _____	_____
	Printed, Typed or Stamped Name

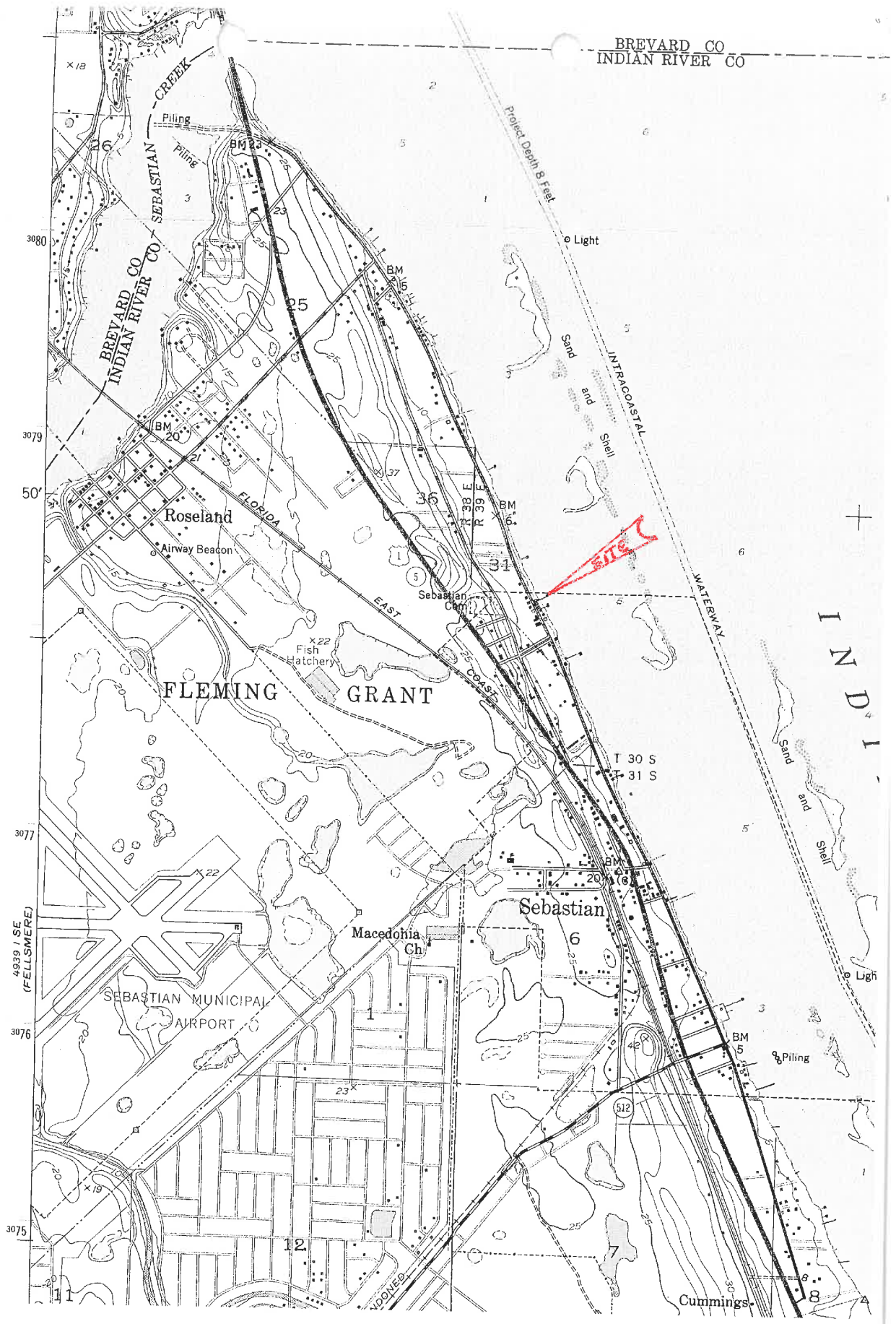


**1740 Indian River Dr, Sebastian, FL 32958**

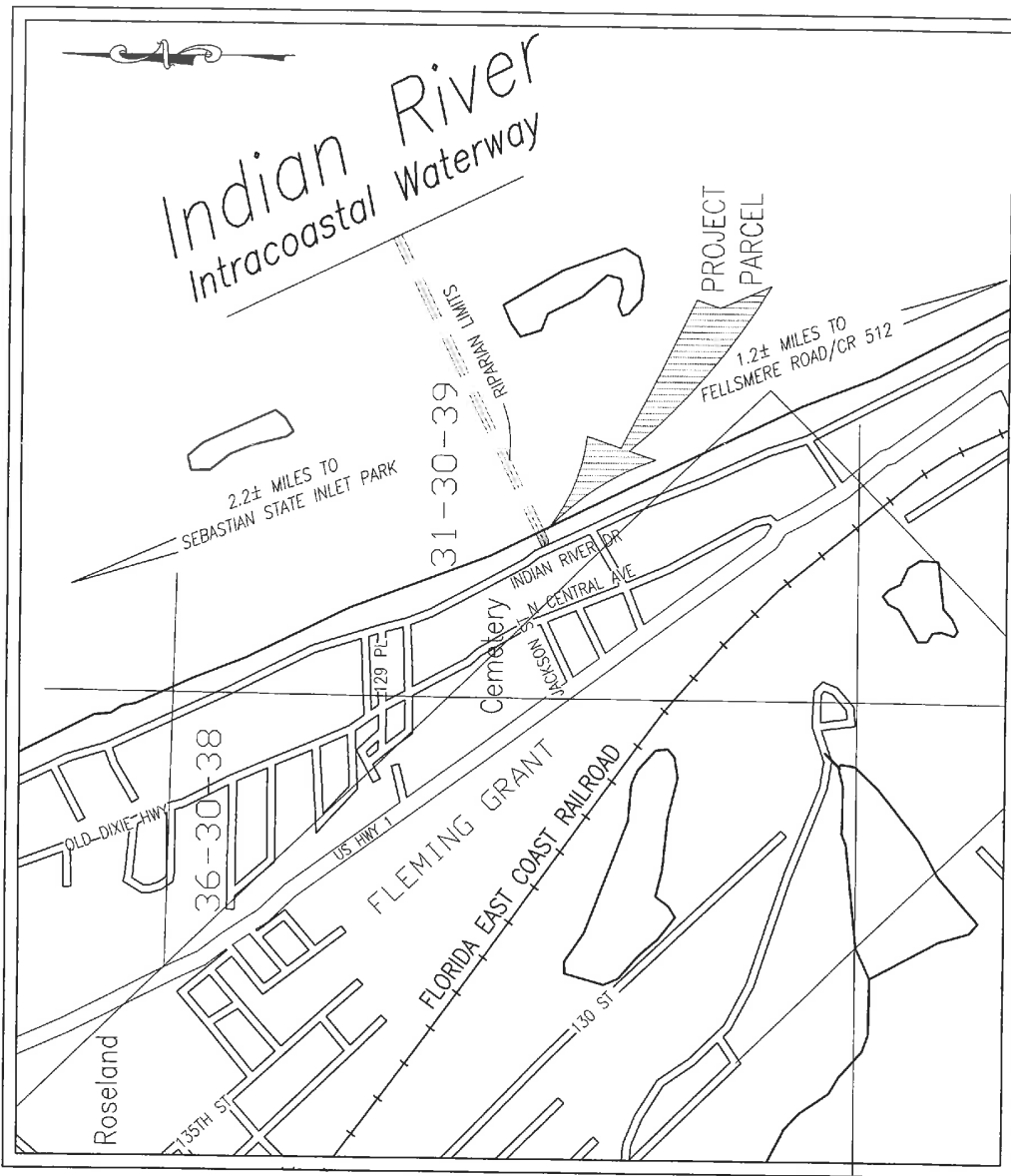
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**SKETCH OF DESCRIPTION  
SHORELINE CONDITION  
SUBMERGED LANDS LEASE**  
A PART OF AUGUST PARK SUBDIVISION,  
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 39 EAST,  
INDIAN RIVER COUNTY, FLORIDA



NOT TO SCALE

**"THIS IS A FIELD SURVEY"**

**CARTER ASSOCIATES, INC.**

**CONSULTING ENGINEERS AND LAND SURVEYORS**

1708 21ST STREET  
VERO BEACH, FLORIDA 32960-3472

772-562-4191 (TEL)  
772-562-7180 (FAX)

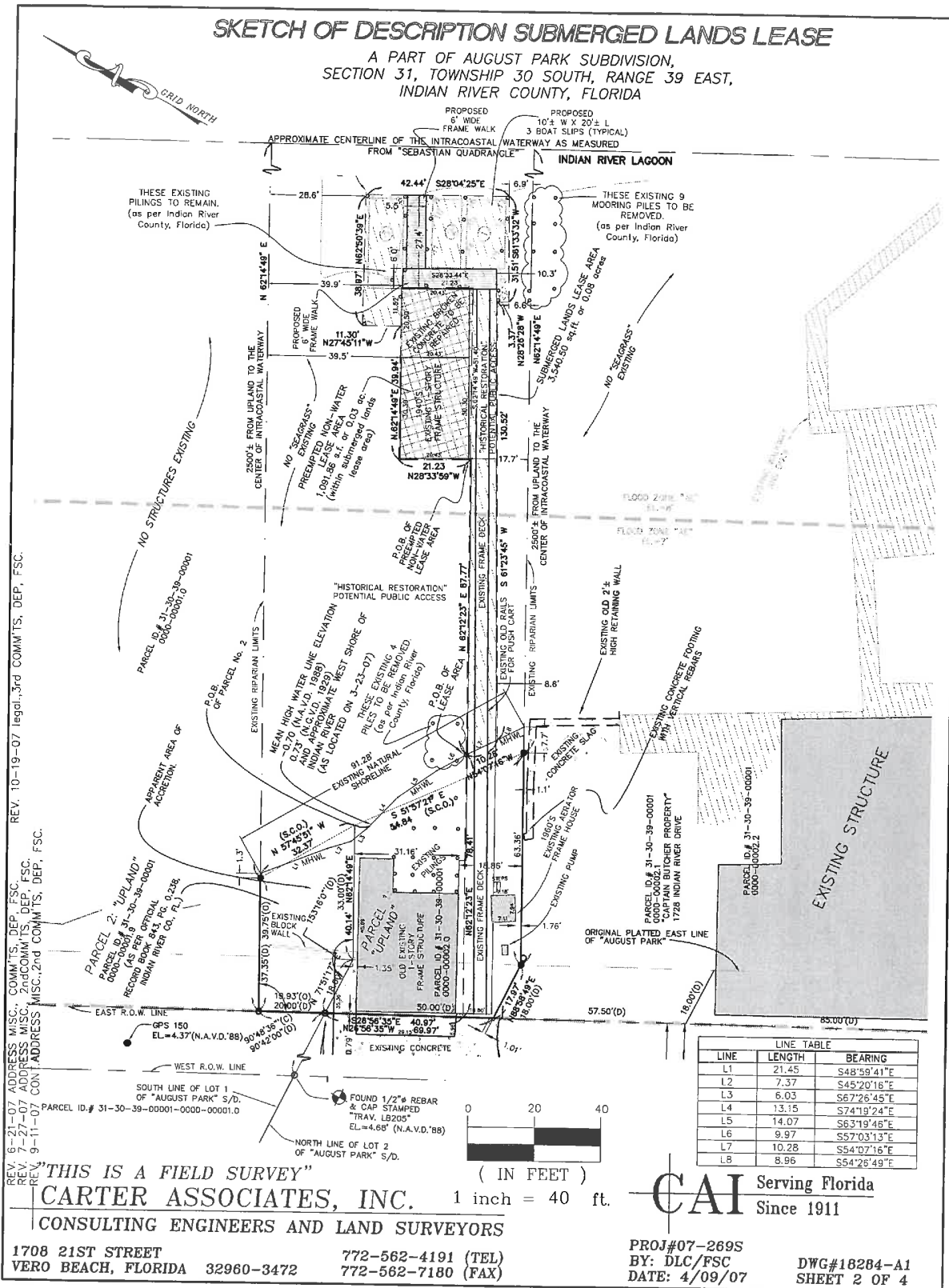
**CAI** Serving Florida  
Since 1911

PROJ#07-269S  
BY: DLC  
DATE: 4/09/07

DWG#18284-A1  
SHEET 1 OF 4

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S:\P\07-2695\DWG\072695.dwg, SKETCH, 10/19/2007 2:24:01 PM, Frank



# SKETCH OF DESCRIPTION / SUBMERGED LANDS LEASE

A PART OF AUGUST PARK SUBDIVISION,  
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 39 EAST,  
INDIAN RIVER COUNTY, FLORIDA

## DESCRIPTION OF PROPOSED LEASE AREA:

PARCEL LYING AND SITUATED EASTERLY OF "AUGUST PARK" SUBDIVISION, IN PART OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA. COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (NEW DIXIE HIGHWAY/OLD U.S. HIGHWAY NO.1) AND THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 2 OF SUBDIVISION OF AUGUST PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 19, ST. LUCIE COUNTY, FLORIDA; RUN SOUTH 26°56'35" EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE A DISTANCE OF 40.97 FEET; THENCE RUN NORTH 62°12'23" EAST A DISTANCE OF 78.41 FEET TO THE MEAN HIGH WATER LINE OF THE WEST BANKS OF THE INDIAN RIVER LAGOON AS IT PRESENTLY EXISTS AND POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE NORTH 62°12'23" EAST A DISTANCE OF 87.77 FEET; THENCE RUN NORTH 28°33'59" WEST A DISTANCE OF 21.23 FEET; THENCE RUN NORTH 62°14'49" EAST A DISTANCE OF 39.94 FEET; THENCE RUN NORTH 27°45'11" WEST A DISTANCE OF 11.30 FEET; THENCE RUN NORTH 62°50'39" EAST A DISTANCE OF 38.97 FEET; THENCE RUN SOUTH 28°04'25" EAST A DISTANCE OF 42.44 FEET; THENCE RUN SOUTH 61°33'32" WEST A DISTANCE OF 31.51 FEET; THENCE RUN NORTH 28°26'28" WEST A DISTANCE OF 3.37 FEET; THENCE RUN SOUTH 61°23'45" WEST A DISTANCE OF 130.52 FEET TO THE AFOREMENTIONED MEAN HIGH WATER LINE OF THE WEST BANK OF THE INDIAN RIVER LAGOON; THENCE RUN NORTH 54°07'16" WEST ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 10.28 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3,540.50 SQ.FT. OR 0.08 ACRES MORE OR LESS.

## DESCRIPTION OF PREEMPTED AREA (NON-WATER DEPENDENT STRUCTURES):

PARCEL LYING AND SITUATED EASTERLY OF "AUGUST PARK" SUBDIVISION, IN PART OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (NEW DIXIE HIGHWAY/OLD U.S. HIGHWAY NO.1) AND THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 2 OF SUBDIVISION OF AUGUST PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 19, ST. LUCIE COUNTY, FLORIDA; RUN SOUTH 26°56'35" EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE A DISTANCE OF 40.97 FEET; THENCE RUN NORTH 62°12'23" EAST A DISTANCE OF 78.41 FEET TO THE MEAN HIGH WATER LINE OF THE WEST BANKS OF THE INDIAN RIVER LAGOON AS IT PRESENTLY EXISTS; THENCE CONTINUE NORTH 62°12'23" EAST A DISTANCE OF 87.77 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN NORTH 28°33'59" WEST A DISTANCE OF 21.23 FEET; THENCE RUN NORTH 62°14'49" EAST A DISTANCE OF 51.46 FEET; THENCE RUN SOUTH 28°33'44" EAST A DISTANCE OF 21.23 FEET; THENCE RUN SOUTH 61°23'45" WEST A DISTANCE OF 51.40 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,091.86 SQ.FT. OR 0.03 ACRES MORE OR LESS.

## UPLANDS DESCRIPTION:

PARCEL "1" (MUNICIPAL ADDRESS: 1740 INDIAN RIVER DRIVE)

BEGINNING AT THE NORTH LINE OF LOT 2 OF SUBDIVISION OF AUGUST PARK ESTATE WHERE THE NEW DIXIE HIGHWAY CROSSES SAID LINE; THENCE ALONG SAID HIGHWAY; SOUTH 50 FEET BEING EAST OF SAID HIGHWAY; THENCE EAST TO INDIAN RIVER; THENCE NORTH ALONG SAID RIVER TO NORTH LINE OF SAID ESTATE; THENCE WEST TO A POINT OF BEGINNING. TOGETHER WITH RIPARIAN RIGHTS, SAME BEING SITUATED IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 30 EAST.

PARCEL "2"

THAT PART OF LOT 1, PLAT OF THE SUBDIVISION OF LAND OF THE ESTATE OF AUGUST PARK, AS RECORDED IN PLAT BOOK 1, PAGE 19, ST. LUCIE COUNTY, FLORIDA RECORDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 1 AND THE EAST RIGHT-OF-WAY OF OLD U.S. HIGHWAY NO. 1, THENCE RUN EAST ALONG SAID SOUTH LINE A DISTANCE OF 18.00 FEET; THENCE AN INTERIOR ANGLE OF 153°16'00" RUN NORTHEASTERLY A DISTANCE OF 33.00 FEET MORE OR LESS TO THE WEST SHORE OF THE INDIAN RIVER AND POINT OF BEGINNING; THENCE RETRACING LAST MENTIONED COURSES RUN SOUTHWESTERLY A DISTANCE OF 33.00 FEET; THENCE ON AN INTERIOR ANGLE OF 153°16'00" FROM NORTHEASTERLY TO WEST RUN A DISTANCE OF 18.00 FEET TO THE SAID EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1; THENCE RUN NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE ON AN ANGLE FROM SOUTH TO EAST OF 90°42'00" RUN NORTHEASTERLY A DISTANCE OF 37.35 FEET TO THE SAID WEST SHORE OF THE INDIAN RIVER; THENCE MEANDERING SOUTHEASTERLY ALONG SAID WEST SHORE TO THE POINT OF BEGINNING.

(AS PER OFFICIAL RECORD BOOK 843, PG. 0.238, INDIAN RIVER CO., FL.)

UPLANDS CONTAINING 4,683.25 s.f. OR 0.11 ACRES. (0)

## SURVEYORS NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, RESERVATIONS, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, ZONING REGULATIONS OR SETBACK LINES, LAND USE PLAN DESIGNATION, ADJOINING DEEDS OR MURPHY ACT OCEANS. THIS SURVEY IS NOT INTENDED TO DELINEATE WETLANDS, LOCAL AREAS OF CONCERN OR ANY OTHER JURISDICTIONAL DETERMINATION.
3. THIS DESCRIPTION AND SKETCH CONSISTS OF 4 SHEETS AND ONE IS NOT VALID WITHOUT THE OTHER.
4. THIS EXHIBIT DOES NOT INTEND TO REFLECT OR DETERMINE OWNERSHIP.
5. THIS IS A FIELD SURVEY. THIS BOUNDARY SURVEY WAS PERFORMED TO DELINEATE LIMITS OF PARCEL BOUNDARY AND PROPOSED SUBMERGED LANDS LEASE AND RIPARIAN RIGHTS. NO FIELD OBSERVATIONS WERE MADE TO DELINEATE SAID DESCRIPTION.
6. BEARING DATUM AND HORIZONTAL COORDINATE VALUES ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1999 (NAD83/99), AND PROJECTED IN THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, 0901.
7. ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988).  
BENCHMARK: DISC IN CONCRETE MONUMENT STAMPED "OPS 150 1998" ELEVATION = 4.37' (N.A.V.D. 1988)  
T.B.M.: 5/8" REBAR WITH CAP STAMPED "TRAV. LB205" LYING 10.00 FEET SOUTHWEST OF THE NORTHEAST CORNER OF LOT 2, AUGUST PARK SUBDIVISION AND 1.56 FEET SOUTHWEST OF THE WEST RIGHT-OF-WAY OF INDIAN RIVER DRIVE. ELEV.=4.68 FEET (N.A.V.D. '88)

## LEGEND

Ø	DIAMETER
S.C.O.	SURVEY CONTROL ONLY
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
(D)	DESCRIPTION CALL
(O)	OBSERVED DATA
ID.#	IDENTIFICATION NUMBER
± 2.48	NATURAL GROUND ELEVATION
P.O.C.	POINT OF COMMENCEMENT
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
EL.	ELEVATION
⊗	FIRE HYDRANT
ID.#	IDENTIFICATION NUMBER
⊙	DESIGNATED 8" PILING

"THIS IS A FIELD SURVEY"

THIS SURVEY IS CERTIFIED TO

THE CONSERVATION FUND  
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA  
INDIAN RIVER COUNTY

FRANK S. CUCCURESE, P.S.M.  
FLORIDA REGISTRATION No. 4765  
CARTER ASSOCIATES, INC. L.B. 205

SIGNATURE DATE

CARTER ASSOCIATES, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

1708 21ST STREET  
VERO BEACH, FLORIDA 32960-3472

772-562-4191 (TEL)  
772-562-7180 (FAX)

PROJ#07-2695  
BY: DLC/FSC  
DATE: 4/09/07

DWG#18284-A1  
SHEET 4 OF 4

CAI Serving Florida  
Since 1911



DESCRIPTION OF PROPOSED LEASE AREA;

PARCEL LYING AND SITUATED EASTERLY OF "AUGUST PARK" SUBDIVISION, IN PART OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (NEW DIXIE HIGHWAY/OLD U.S. HIGHWAY NO.1) AND THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 2 OF SUBDIVISION OF AUGUST PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 19, ST. LUCIE COUNTY, FLORIDA; RUN SOUTH 26°56'35" EAST ALONG THE SAID EAST RIGHT-OF-WAY OF INDIAN RIVER DRIVE A DISTANCE OF 40.97 FEET; THENCE RUN NORTH 62°12'23" EAST A DISTANCE OF 78.41 FEET TO THE MEAN HIGH WATER LINE OF THE WEST BANKS OF THE INDIAN RIVER LAGOON AS IT PRESENTLY EXISTS AND POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE NORTH 62°12'23" EAST A DISTANCE OF 87.77 FEET; THENCE RUN NORTH 28°33'59" WEST A DISTANCE OF 21.23 FEET; THENCE RUN NORTH 62°14'49" EAST A DISTANCE OF 39.94 FEET; THENCE RUN NORTH 27°45'11" WEST A DISTANCE OF 11.30 FEET; THENCE RUN NORTH 62°50'39" EAST A DISTANCE OF 38.97 FEET; THENCE RUN SOUTH 28°04'25" EAST A DISTANCE OF 42.44 FEET; THENCE RUN SOUTH 61°33'32" WEST A DISTANCE OF 31.51 FEET; THENCE RUN NORTH 28°26'28" WEST A DISTANCE OF 3.37 FEET; THENCE RUN SOUTH 61°23'45" WEST A DISTANCE OF 130.52 FEET TO THE AFOREMENTIONED MEAN HIGH WATER LINE OF THE WEST BANK OF THE INDIAN RIVER LAGOON; THENCE RUN NORTH 54°07'16" WEST ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 10.28 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3,540.50 SQ.FT. OR 0.08 ACRES MORE OR LESS.

S:\P\07-269S\DOC\DESCRIPTION OF PROPOSED LEASE AREA.doc



# SKETCH OF DESCRIPTION SHORELINE CONDITION SUBMERGED LANDS LEASE

A PART OF AUGUST PARK SUBDIVISION,  
SECTION 31, TOWNSHIP 30 SOUTH, RANGE 39 EAST,  
INDIAN RIVER COUNTY, FLORIDA

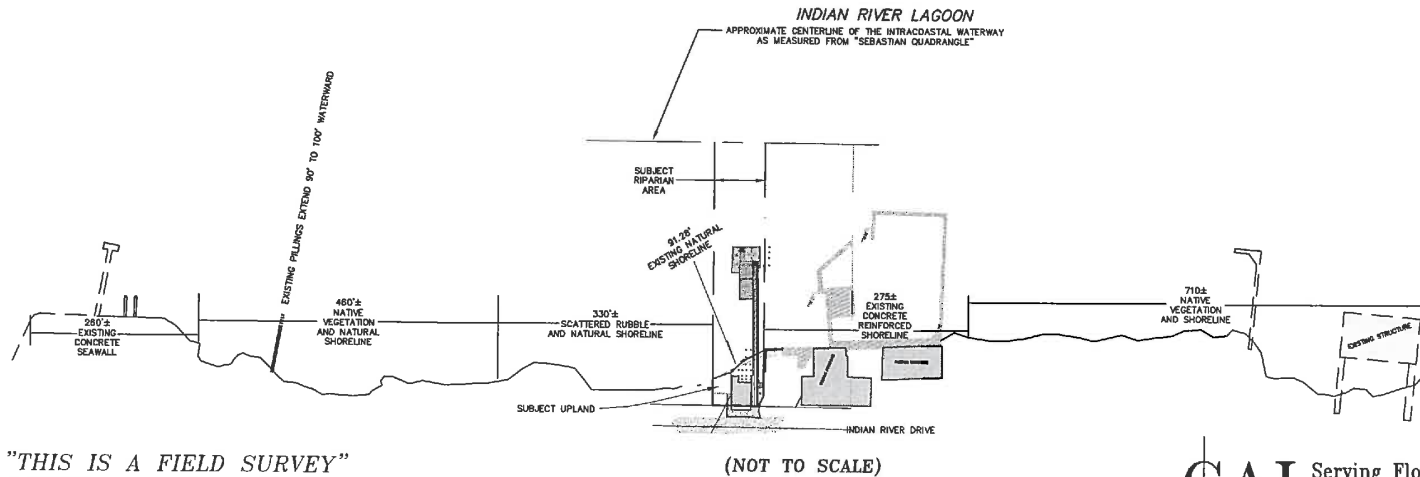
## SHORELINE CONDITIONS %

1000 FEET NORTH: 26% CONCRETE SEAWALL  
AND 74% NATIVE VEGETATION AND NATURAL  
SHORELINE

1000 FEET SOUTH: 28% CONCRETE RUBBLE  
AND 72% NATIVE VEGETATION AND NATURAL  
SHORELINE

SUBJECT PARCEL: 100% NATURAL SHORELINE

REVISED: 5-18-07 TEXT  
REV. 6-21-07 ADDRESS MISC., COMM'TS, DEP. FSC.  
REV. 7-27-07 ADDRESS MISC., 2nd COMM'TS, DEP. FSC.  
REV. 9-11-07 CONT. ADDRESS MISC., 2nd COMM'TS, DEP. FSC.



(NOT TO SCALE)

"THIS IS A FIELD SURVEY"  
**CARTER ASSOCIATES, INC.**  
CONSULTING ENGINEERS AND LAND SURVEYORS

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VERO BEACH, FLORIDA 32960-3472  
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**CAI** Serving Florida  
Since 1911

PROJ#07-269S  
BY: DLC  
DATE: 4/09/07  
DWG#18284-A1  
SHEET 3 OF 4

**PREPARED BY AND RETURN TO:**

MARTIN S. AWERBACH, ESQ.  
AWERBACH & COHN, P.A.  
2600 McCORMICK DRIVE  
SUITE 100  
CLEARWATER, FL 33759  
(727) 725-3227

FILE NO. 4056

(Space Above This Line for Recording Data)

**WARRANTY DEED**

THIS WARRANTY DEED made this 9<sup>th</sup> day of January, 2007, by **Viola S. Judah, joined by her husband, James C. Judah**, whose post office address is 13390 Indian River Drive, Sebastian, FL 32958, hereinafter called the grantor, to **Indian River County, a political subdivision of the State of Florida**, whose post office address is 1840 25<sup>th</sup> Street, Vero Beach, FL 32960, hereinafter called the grantee.

WITNESSETH: That the grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Indian River County, Florida, to-wit:

See Exhibit "A" attached hereto

Tax Parcel No. 30-39-31-00001-0000-00001/9

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 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, 2006.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.



Signed, sealed and delivered in the presence of:

Witness 1:

sign Yvonne B. Fertic  
print Yvonne B. Fertic

Viola S. Judah  
VIOLA S. JUDAH

Witness 2:

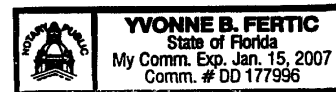
sign Shelley King  
print Shelley King

STATE OF FLORIDA  
COUNTY OF Indian River

THE FOREGOING INSTRUMENT was acknowledged before me on this 9th day of January, 2007, by **Viola S. Judah**, who is (☒) personally known to me or (☐) who produced \_\_\_\_\_ for identification.

Yvonne B. Fertic  
Notary Public  
My commission expires:

Signed, sealed and delivered in the presence of:



Witness 1:

sign Yvonne B. Fertic  
print Yvonne B. Fertic

James C. Judah  
JAMES C. JUDAH

Witness 2:

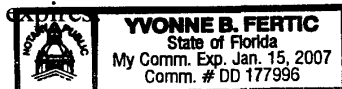
sign Shelley King  
print Shelley King

STATE OF FLORIDA  
COUNTY OF Indian River

THE FOREGOING INSTRUMENT was acknowledged before me on this 9th day of January, 2007, by **James C. Judah**, who is (☐) personally known to me or (☒) who produced Florida driver's license for identification.

Yvonne B. Fertic  
Notary Public  
My commission expires:

Page 2 of 3



**Exhibit "A"**

**PARCEL 1**

THAT PART OF LOT 1, PLAT OF THE SUBDIVISION OF THE ESTATE OF AUGUST PARK, AS RECORDED IN PLAT BOOK 1 AT PAGE 19, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 1 AND THE EAST RIGHT OF WAY LINE OF OLD U.S. HIGHWAY NO. 1; THENCE RUN EAST ALONG SAID SOUTH LINE A DISTANCE OF 18.0 FEET; THENCE AN INTERIOR ANGLE OF 153°16'00": RUN NORTHEASTERLY A DISTANCE OF 33 FEET MORE OR LESS TO THE WEST SHORE OF THE INDIAN RIVER AND POINT OF BEGINNING; THENCE RETRACING LAST MENTIONED COURSES RUN SOUTHWESTERLY A DISTANCE OF 33 FEET; THENCE ON AN INTERIOR ANGLE OF 153°16'00" FROM NORTHEASTERLY TO WEST RUN A DISTANCE OF 18 FEET TO SAID EAST RIGHT OF WAY OF U.S. HIGHWAY NO. 1; THENCE RUN NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 20.0 FEET; THENCE ON AN ANGLE FROM SOUTH TO EAST OF 90°42'00" RUN NORTHEASTERLY A DISTANCE OF 37.35 FEET TO SAID WEST SHORE OF THE INDIAN RIVER; THENCE MEANDERING SOUTHEASTERLY ALONG SAID WEST SHORE TO THE POINT OF BEGINNING.

**PARCEL 2**

BEGIN ON THE NORTH LINE OF SAID LOT 2, WHERE THE EAST LINE OF THE NEW DIXIE HIGHWAY CROSSES SAID LINE, THENCE RUN SOUTH ALONG SAID HIGHWAY 50 FEET; THENCE RUN EAST TO THE INDIAN RIVER; THENCE RUN NORTH ALONG THE INDIAN RIVER TO THE NORTH LINE OF LOT 2; THENCE RUN WEST TO THE POINT OF BEGINNING, TOGETHER WITH ALL OF THE RIPARIAN RIGHTS APPERTAINING THEREOF, SAID LOTS BEING A PORTION OF THE SUBDIVISION OF THE ESTATE OF AUGUST PARK, AS RECORDED IN PLAT BOOK 1 AT PAGE 19, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

**PARCELS 1 AND 2 (combined)**

BEING ALSO DESCRIBED BY THE SURVEYOR AS FOLLOWS:

THAT PART OF LOTS 1 AND 2, PLAT OF THE SUBDIVISION OF THE ESTATE OF AUGUST PARK, AS RECORDED IN PLAT BOOK 1 AT PAGE 19, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN ON THE NORTH LINE OF SAID LOT 2, WHERE THE EAST RIGHT OF WAY LINE OF INDIAN RIVER DRIVE (A.K.A. OLD U.S. HIGHWAY NO. 1, NEW DIXIE HIGHWAY, DIXIE HIGHWAY) CROSSES SAID LINE, THENCE S26°58'40"E ALONG SAID EAST RIGHT OF WAY LINE, 50.00 FEET; THENCE N89°23'48"E A DISTANCE OF 20.21 FEET TO AN IRON ROD AND CAP STAMPED "CARTER & ASSOCIATES" IDENTIFYING AN INTERSECTION WITH THE HISTORICAL WEST SHORE OF THE INDIAN RIVER AS SHOWN ON THE SAID PLAT OF AUGUST PARK; THENCE N62°05'34"E A DISTANCE OF 67.83 FEET TO THE MEAN HIGH WATER LINE OF THE INDIAN RIVER; THENCE THE FOLLOWING CALLS ALONG SAID MEAN HIGH WATER LINE: N60°43'24"W, 5.07 FEET; N40°34'01"W, 19.69 FEET; N78°27'02"W, 28.39 FEET; THENCE N54°31'44"W, 33.11 FEET; THENCE N38°27'10"W A DISTANCE OF 9.00 FEET; THENCE LEAVING SAID MEAN HIGH WATER LINE S82°19'20"W A DISTANCE OF 40.43 FEET TO SAID EAST RIGHT OF WAY LINE OF INDIAN RIVER DRIVE; THENCE S28°58'40"E DISTANCE OF 20.00 FEET BACK TO THE POINT OF BEGINNING.