

This Instrument Prepared By:
Lisa-Marie Kessler
Action No. 41979
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 360337505

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 Lee 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 32, Township 44 South, Range 22 East, in Pine Island Sound,
Lee County, Florida, containing 13,573 square feet, more or less,
as is more particularly described and shown on Attachment A, dated October 23, 2012.

TO HAVE THE USE OF the hereinabove described premises from August 26, 2020, the effective date of this lease renewal, through August 26, 2025, 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 8 wetslips, boat ramp, barge landing, and armor mat located on sovereignty submerged lands as part of an existing 42-slip commercial docking facility (the other 34 slips are located on privately-owned submerged lands) to be used exclusively for mooring of recreational vessels, fire and rescue vessels providing essential services to residents of the outer islands in conjunction with an upland commercial marina office, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 36-0129352-004, dated February 4, 2013, incorporated herein and made a part of this lease by reference. 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 and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. 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:

Lee County, Florida
3140 Palm Beach Blvd
Fort Myers, Florida 33905

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 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

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

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

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

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

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

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

25. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If 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. During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street - 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

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

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

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

E. Lessee shall immediately implement all aspects of the State of Florida Department of Environmental Protection approved Marina Operations and Management Plan ("Plan") originally dated August 6, 2010, as may be amended from time to time. Lessor and Lessee shall review the Plan no less than once annually to determine if any changes in the marina operations require modification of the Plan. Any changes to the Plan (whether required by Lessor or requested by Lessee) require the prior written approval of the State of Florida Department of Environmental Protection, South District Office, 2295 Victoria Ave., Suite 364, Fort Myers, Florida 33901.

[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

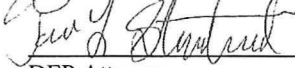
Print/Type Name of Witness

"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:



5/6/2020

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

[Signature]
Original Signature

Mathew Spielman
Typed/Printed Name of Witness

[Signature]
Original Signature

SUSAN M. AMBURGEY
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

Lee County, Florida (SEAL)
By its Board of County Commissioners

BY: [Signature]
Original Signature of Executing Authority

Brian Hamman
Typed/Printed Name of Executing Authority

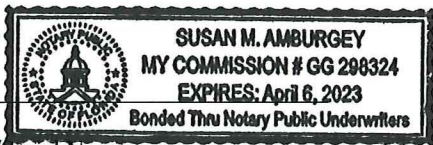
Chairman
Title of Executing Authority

Approved as to Form for the
"LESSEE"
Reliance of Lee County Only

By: [Signature]
Office of the County Attorney

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19TH day of JUNE, 2020, by Brian Hamman as Chairman, for and on behalf of the Board of County Commissioners of Lee County, Florida. He is personally known to me or who has produced _____ as identification.

My Commission Expires:

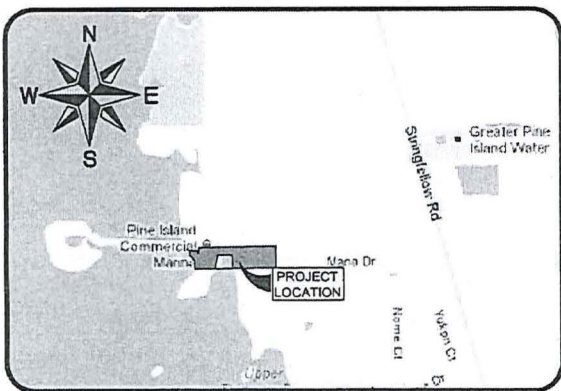
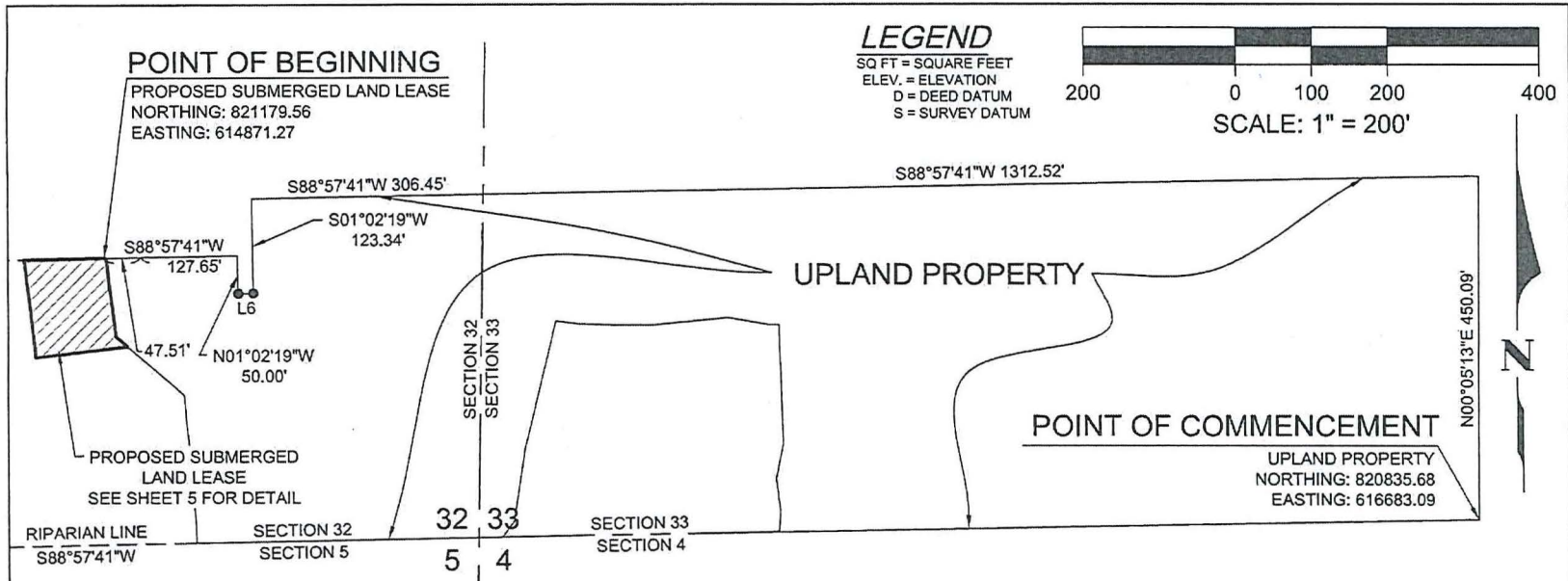


Commission/Serial No. _____

[Signature]
Signature of Notary Public

Notary Public, State of FLORIDA

Printed, Typed or Stamped Name



- GENERAL NOTES**
- = FOUND 5/8" IRON PIN AND CAP NO I.D.
 - SURVEY (S) BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, FLORIDA WEST ZONE.
 - ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.A.V.D. 1988 (NORTH AMERICAN VERTICAL DATUM 1988)
 - COORDINATES SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, FLORIDA WEST ZONE.
 - APPLICANT OWNS APPROXIMATELY 830 LINEAR FEET OF SHORELINE.
 - THE SHORELINE CONDITION 1000 FEET NORTHERLY AND SOUTHERLY OF LEASE AREA CONSISTS OF 100% NATURAL VEGETATION.
 - MEAN HIGH WATER ELEVATION OF -0.04' (NAVD 88) WAS APPROVED BY BUREAU OF SURVEY AND MAPPING ON 08/23/2012.

THIS FIELD SURVEY IS CERTIFIED TO:
 BOARD OF TRUSTEES OF THE INTERNAL
 IMPROVEMENT TRUST FUND OF THE STATE
 OF FLORIDA

COASTAL ENGINEERING CONSULTANTS, INC.
 FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, VP
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5295
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER
 DATE OF FIELD SURVEY: 08/06/12
 DATE OF SIGNATURE: 10-23-12


SHEET INDEX
 PAGE 2 - VICINITY MAP
 PAGE 3 - LEGAL DESCRIPTION
 PAGE 4 - EXISTING IMPROVEMENTS
 PAGE 5 - PROPOSED IMPROVEMENTS

RECEIVED
 OCT 24 2012
 D.E.P. South

COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: engcoller@cecil.com	CLIENT: PINE ISLAND COMMERCIAL MARINA	DATE: 08/07/12	SCALE: 1" = 200'		
		TITLE: SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN PINE ISLAND SOUND, LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA.	DRAWN: MMW	F.B.: LC818		
			CHECKED: RJE	PG. 75		
			SEC. 32	TWP. 44S RANG. 22E		
			ACAD NO. 11.034SLL			
			REF. NO. 11.034SLL			
			NO.	DATE	BY	REVISION DESCRIPTION



AERIAL OBTAINED FROM LEE COUNTY AND IS DATED FEBRUARY/MARCH 2011

SHEET 2 OF 4 FILE NO.: 11030	 COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: engcollier@cecfl.com	CLIENT: PINE ISLAND COMMERCIAL MARINA TITLE: SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN PINE ISLAND SOUND, LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA.	DATE: 08/07/12 DRAWN: MMW CHECKED: RJE SEC: 32 ACAD NO.: REF. NO.:	SCALE: N.T.S. F.B. LC618 PG. 75 TWP: 44S RING. 22E 11.034SLL	NO. DATE BY REVISION DESCRIPTION	
		RECEIVED OCT 24 2012 U.S. South District					

PINE ISLAND COMMERCIAL MARINA
 "PROPOSED SUBMERGED LAND LEASE"
 LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, SUBMERGED IN PINE ISLAND SOUND BEING SEAWARD AND ADJACENT TO SECTION 32, TOWNSHIP 44 SOUTH, RANGE 22 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ONE HALF (W 1/2) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 22 EAST, RUN N00°05'13"E ALONG THE EAST LINE OF SAID QUARTER SECTION LINE FOR 450.09 FEET TO THE NORTH LINE OF THE SOUTH 450 FEET OF THE WEST ONE HALF (W 1/2) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SAID SECTION 33;

THENCE S88°57'41"W ALONG SAID NORTH LINE FOR 1,312.52 FEET TO THE NORTHEAST CORNER OF THE SOUTH 450 FEET OF GOVERNMENT LOT 3 OF SAID SECTION 32;

THENCE CONTINUE S88°57'41"W ALONG SAID NORTH LINE FOR 306.45 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2307, PAGE 4662 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

THENCE S01°02'19"E ALONG THE EAST LINE OF SAID LANDS FOR 123.34 FEET TO THE SOUTHEAST CORNER OF SAID LANDS;

THENCE S88°57'41"W ALONG THE SOUTH LINE OF SAID LANDS FOR 20.00 FEET;

THENCE N01°02'19"W ALONG THE WEST LINE OF SAID LANDS FOR 50.00 FEET TO THE SOUTH LINE OF SAID LANDS;

THENCE S88°57'41"W ALONG THE SOUTH LINE OF SAID LANDS FOR 127.65 FEET;

THENCE CONTINUE S88°57'41"W ALONG SAID SOUTH LINE FOR 47.51 FEET SEAWARD FACE OF A CONCRETE SEAWALL ON PINE ISLAND SOUND AND THE **POINT OF BEGINNING**;

THENCE S55°22'57"E ALONG SAID SEAWALL FOR 2.79 FEET;

THENCE S05°22'23"E 20.55 FEET;

THENCE S06°30'12"E 16.25 FEET ACROSS THE OPENING OF A BOAT RAMP;

THENCE S07°32'55"E ALONG SAID SEAWALL FOR 64.82 FEET TO THE SOUTHWEST CORNER OF SAID SEAWALL;

THENCE CONTINUE S07°32'55"E ACROSS THE OPENING OF A MANMADE CANAL AND A HISTORICAL MEAN HIGH WATER LINE (PRIOR TO CANAL DREDGING) FOR 2.07 FEET;

THENCE CONTINUE S49°34'24"E ACROSS THE OPENING OF SAID MANMADE CANAL FOR 19.56 FEET;

THENCE S83°31'35"W FOR 122.16 FEET;

THENCE N06°28'25"W FOR 129.86 IN AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY PROPERTY LINE OF SAID LANDS;

THENCE N88°57'41"E ALONG SAID LINE FOR 106.31 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBES APPROXIMATELY 13,573 SQUARE FEET OR 0.31 ACRES OF SUBMERGED LAND.

RECEIVED
 OCT 24 2012
 D.E.P. South District

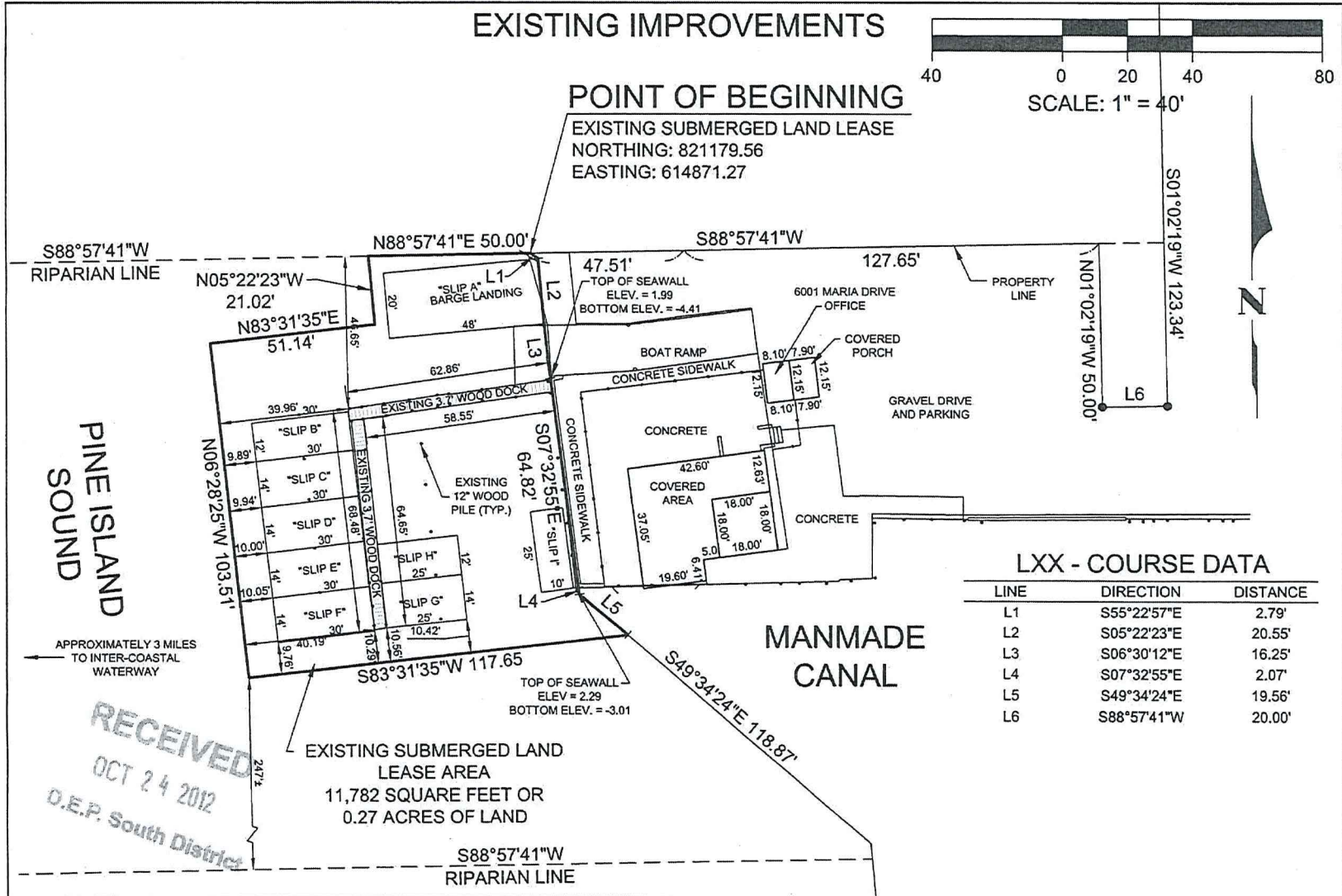
SHEET 3 OF 5
 FILE NO. 1104

COASTAL ENGINEERING CONSULTANTS INC.
 A CECI GROUP COMPANY
 Serving Florida Since 1977
 3106 SOUTH HORSESHOE DRIVE
 NAPLES, FLORIDA 34104

CIVIL ENGINEERING SURVEY & MAPPING
 COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES
 PHONE: (239)643-2324
 FAX: (239)643-1143
 www.coastalengineering.com
 E-Mail: engcollier@ceci.com

CLIENT: PINE ISLAND COMMERCIAL MARINA
 TITLE: SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN PINE ISLAND SOUND, LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA.

DATE:	08/07/12	SCALE:	N/A
DRAWN:	MMW	F.B.	LC618
CHECKED:	RJE	P.G.	75
SEC.	32	TWP.	44S
		RNG.	22E
ACAD NO.	11.034SLL		
REF. NO.	11.034SLL	NO.	DATE
		BY	REVISION DESCRIPTION

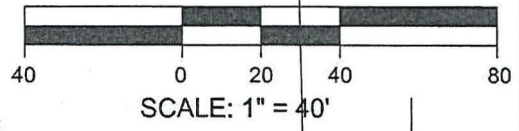


LXX - COURSE DATA

LINE	DIRECTION	DISTANCE
L1	S55°22'57"E	2.79'
L2	S05°22'23"E	20.55'
L3	S06°30'12"E	16.25'
L4	S07°32'55"E	2.07'
L5	S49°34'24"E	19.56'
L6	S88°57'41"W	20.00'

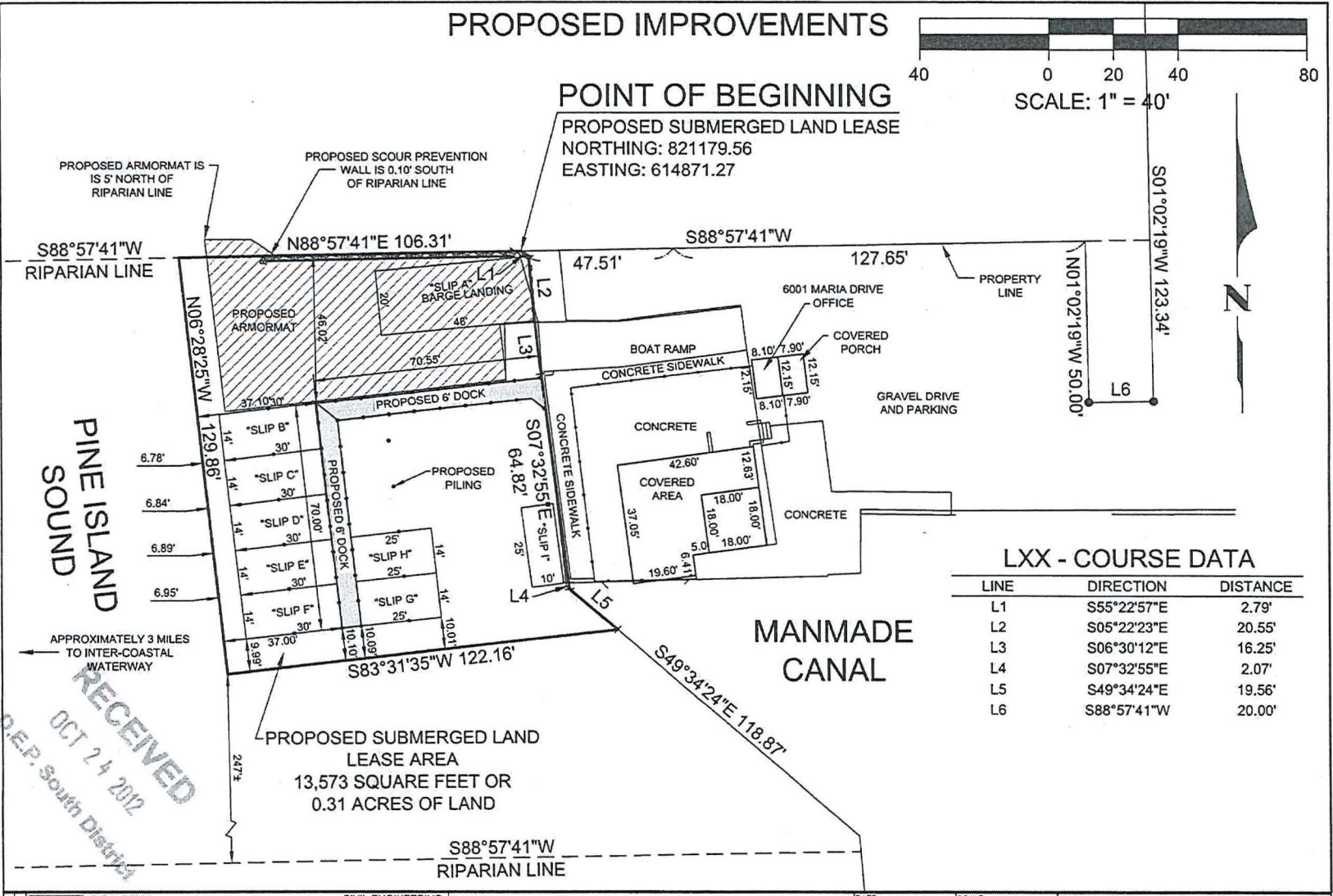
 COASTAL ENGINEERING SURVEYORS & MAPPERS COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengsurvey.com E-Mail: engcoller@ceci.com	CLIENT: PINE ISLAND COMMERCIAL MARINA TITLE: SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN PINE ISLAND SOUND, LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA.	DATE: 08/07/12 DRAWN: MMW CHECKED: RJE SEC. 32 ACAD NO.	SCALE: 1" = 40' F.B. LC61B PG. 75 TWP. 44S RANG. 22E 11.034SLL	NO. DATE BY REVISION DESCRIPTION	

PROPOSED IMPROVEMENTS



POINT OF BEGINNING

PROPOSED SUBMERGED LAND LEASE
 NORTHING: 821179.56
 EASTING: 614871.27



LXX - COURSE DATA

LINE	DIRECTION	DISTANCE
L1	S55°22'57"E	2.79'
L2	S05°22'23"E	20.55'
L3	S06°30'12"E	16.25'
L4	S07°32'55"E	2.07'
L5	S49°34'24"E	19.56'
L6	S88°57'41"W	20.00'

RECEIVED
 OCT 24 2012
 D.E.P. South District

COASTAL ENGINEERING CONSULTANTS INC.
 A GECI GROUP COMPANY
 Serving Florida Since 1977
 3106 SOUTH HORSESHOE DRIVE
 NAPLES, FLORIDA 34104

CIVIL ENGINEERING SURVEY & MAPPING
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 PHONE: (239)643-2324
 FAX: (239)643-1143
 www.coastalengineering.com
 E-Mail: engcollier@cecfl.com

CLIENT: **PINE ISLAND COMMERCIAL MARINA**
 TITLE: **SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN PINE ISLAND SOUND, LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA.**

DATE:	08/07/12	SCALE:	1" = 40'
DRAWN:	MMW	F.B.	LC618
CHECKED:	RJE	PG.	75
SEC.	32	TWP.	44S
		RNG.	22E
ACAD NO.	11.034SLL		
REF. NO.	11.034SLL	NO.	DATE
		BY	REVISION DESCRIPTION

Prepared by and return to:
Stephen E. Dalton, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, FL 33901
239-334-2195
File Number: 66768.005
Will Call No.: 18

Parcel Identification No. 33-44-22-00-00005.0000 and 33-44-22-00-00006.0000

[Space Above This Line For Recording Data]

Warranty Deed

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

This Indenture made this 14th day of February, 2006 between Lee County Fisherman's Cooperative, Inc., a Florida corporation whose post office address is 6001 Maria Drive, Saint James City, FL 33956 of the County of Lee, State of Florida, grantor*, and LEE COUNTY, a political subdivision of the State of Florida whose post office address is P.O. Box 398, Fort Myers, FL 33902 of the County of Lee, State of Florida, grantee*,

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


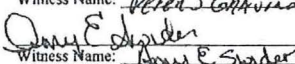
See attached Exhibit A

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

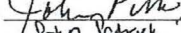
* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence:


Witness Name: Peter S. Carrivina

Witness Name: Amy E. Swider

Lee County Fisherman's Cooperative, Inc., a Florida corporation

By: 
John Patrick President

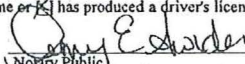
(Corporate Seal)



State of Florida
County of Lee

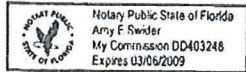
The foregoing instrument was acknowledged before me this 13th day of February, 2006 by John Patrick President of Lee County Fisherman's Cooperative, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: Amy E. Swider

My Commission Expires: _____



Acquisition approved by the Lee County Board
of Commissioners action on 11-29-05
and accepted on behalf of the board by Robert Clement
on 2-14-06
in accordance with FS 125

DoubleTime®

Exhibit A

Description of a Parcel of Land Lying in Sections 32 and 33, Township 44 South, Range 22 East Pine Island, Lee County, Florida

Beginning at the southeast corner of the West One Half (W ½) of the Southwest One Quarter (SW ¼) of said Section 33; thence N00°11'48"E along the east line of said fraction of a section for 450.09 feet to the north line of the south 450 feet of the West One Half (W ½) of the Southwest One Quarter (SW ¼) of said Section 33; thence S89°04'16"W along said north line for 1312.52 feet to the northeast corner of the south 450 feet of Government Lot 3 of said Section 32; thence continue S89°04'16"W along said north line for 306.45 feet to the northeast corner of a parcel described in Official Records Book 2307 at Page 4662; thence S00°55'44"E along the east line of said parcel for 123.34 feet (125 feet – record) to the southeast corner of said parcel; thence S89°04'16"W along the south line of said parcel for 20.00 feet; thence N00°55'44"W along the west line of said parcel for 50.00 feet to a concrete monument on the south line of said parcel; thence S89°04'16"W along the south line of said parcel for 127.65 feet (128 feet – record) to a concrete monument; thence continue S89°04'16"W along said south line for 48.45 feet, more or less, to the water side face of a concrete seawall on Pine Island Sound; thence S19°36'10"E along said water side face of seawall for 4.19 feet; thence S14°40'14"E along said water side face of seawall for 18.67 feet; thence S04°16'13"E across the opening of (Lee County Fisherman's Cooperative, Inc.) a boat ramp for 15.95 feet; thence S06°19'09"E along said waterside face of seawall for 66.15 feet; thence S49°27'49"E across the opening of a manmade canal for 118.87 feet to the Mean High Water Line of a mangrove island bordering Pine Island Sound; thence S04°39'07"E along said Mean High Water Line for 40.29 feet; thence S06°58'01"E along said Mean High Water Line for 29.14 feet; thence S00°00'00"E along said Mean High Water Line for 24.38 feet; thence S06°13'05"E along said Mean High Water Line for 29.28 feet; thence S06°02'42"E along said Mean High Water Line for 40.04 feet; thence S02°25'17"E along said Mean High Water Line for 31.49 feet to the south line of said Government Lot 3 of Section 32; thence N89°04'16"E along the south line of said Government Lot for 372.49 feet to a concrete monument (stamped LB 3377) marking the southeast corner of said Section 32; thence N89°04'16"E along the south line of Section 33 for 31.45 feet to said Mean High Water Line; thence N 35°32'52"E along said Mean High Water Line for 26.23 feet; thence N09°09'40"E along said Mean High Water Line for 96.89 feet; thence N 13°57'18"E along said Mean High Water Line for 114.40 feet; thence N13°57'18"E along said Mean High Water Line for 56.49 feet; thence S83°04'00"E along said Mean High Water Line for 29.67 feet; thence S87°58'33"E along said Mean High Water Line for 52.89 feet; thence N89°56'14"E along said Mean High Water Line for 46.57 feet; thence N 84°21'26"E along said Mean High Water Line for 98.64 feet; thence S79°58'51" E along said Mean High Water Line for 55.44 feet; thence N88°13'45"E along said Mean High Water Line for 13.17 feet; thence S01°21'41"E along said Mean High Water Line for 29.97 feet; thence S02°30'17"E along said Mean High Water Line for 31.39 feet; thence S01°21'41"E along said Mean High Water Line for 52.32 feet; thence S02°41'21" E along said Mean High Water Line for 40.63 feet; thence S11°40'30"W along said Mean High Water Line for 47.88 feet; thence S06°48'33"E along said Mean High Water Line for 43.75 feet; thence S04°11'59"W along said Mean High Water Line for 27.52 feet to the south line of said Section 33; thence N89°04'16"E along the south line of said Section 33 for 922.48 feet to the Point of Beginning.

File Number: «Closing»

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