



This Instrument Prepared By:  
Pattie J. Scott  
Recurring Revenue Section  
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  
AND MODIFICATION TO INCREASE SQUARE FOOTAGE  
AND REFLECT CURRENT STRUCTURES**

BOT NO.: 050388959  
PA No.: 05-287409-001

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 the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Titusville, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 34, Township 21 South, Range 35 East, in the Indian River, Brevard County, containing 347,449 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 20, 2008.

TO HAVE THE USE OF the hereinabove described premises from July 3, 2009, the effective date of this modified lease renewal, through July 3, 2034, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate an existing 205-slip docking facility exclusively to be used for mooring of commercial and recreational vessels in conjunction with an upland municipal marina, with fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and with liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 05-287409-001, dated December 31, 2008, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02/29]

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 State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not 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.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable. 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, to remove any structures that are no longer authorized under this lease.

3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any subsequent renewals 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.

4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) 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 term of this lease and any subsequent renewals 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.

5. 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.

6. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian 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.

7. 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 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.

8. INDEMNIFICATION/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.

9. VENUE: Lessee waives 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.

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, or fails or refuses to comply with the provisions and conditions herein set forth within 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 Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Titusville, Florida  
City of Titusville Marina  
451 Marina Road  
Titusville, Florida 32796

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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor 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.

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 Lessee is in full compliance with the terms of this lease, 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 **B**, 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.

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 8 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: 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 the riparian upland property enforceable in summary proceedings as provided by law.

20. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

21. 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.

22. 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 facility.

23. 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 agreement.

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

25. 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.

26. 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.

27. 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.

28. SPECIAL LEASE CONDITIONS:

A. 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(28), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

B. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

- a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
- b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;
- c. to conform to adoption or revision of rules regarding the assessment of lease fees;
- d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,
- e. to remove any structure declared to be a public nuisance.

The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

C. The Lessee agrees to provide, at no cost, three slips for the exclusive use of State and Local Law Enforcement and Search and Rescue Vessels, for the twenty-five (25) year term of the lease. Any costs incurred for water, sewer or electric services shall be borne by the responsible agency.

WITNESSES:

Theresa M. Brady  
Original Signature

Theresa M. Brady  
Print/Type Name of Witness

Kathy C. Griffin  
Original Signature

Kathy C. Griffin  
Print/Type Name of Witness

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

(SEAL)

BY:

Jeffery M. Gentry  
Jeffery M. Gentry, Operations and Management Consultant  
Manager, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the State  
of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2009, by  
Jeffery M. Gentry Operations and Management Consultant Manager, 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 AS TO FORM AND LEGALITY:

[Signature]  
DEP Attorney

Kathy C. Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name of Notary Public State of Florida  
Kathy C. Griffin  
My Commission Expires 10/31/2011  
Expires 10/31/2011

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

WITNESSES:

Kathy Daniels  
Original Signature

Kathy Daniels  
Typed/Printed Name of Witness

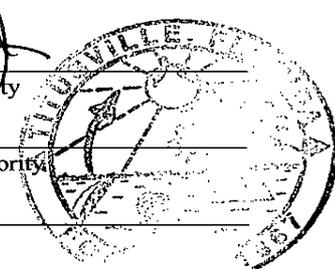
Wanda F. Wells  
Original Signature

Wanda F. Wells  
Typed/Printed Name of Witness

City of Titusville, Florida (SEAL)

BY:

James H. Tulley, Jr.  
Original Signature of Executing Authority  
James H. Tulley, Jr.  
Typed/Printed Name of Executing Authority  
Mayor  
Title of Executing Authority



"LESSEE"

STATE OF Florida  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2009, by  
James H. Tulley, Jr. as Mayor, for and on behalf of City of Titusville, Florida. He is personally known to me or who has  
produced \_\_\_\_\_, as identification.

My Commission Expires:

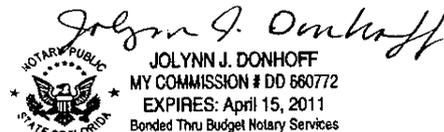
April 15, 2011

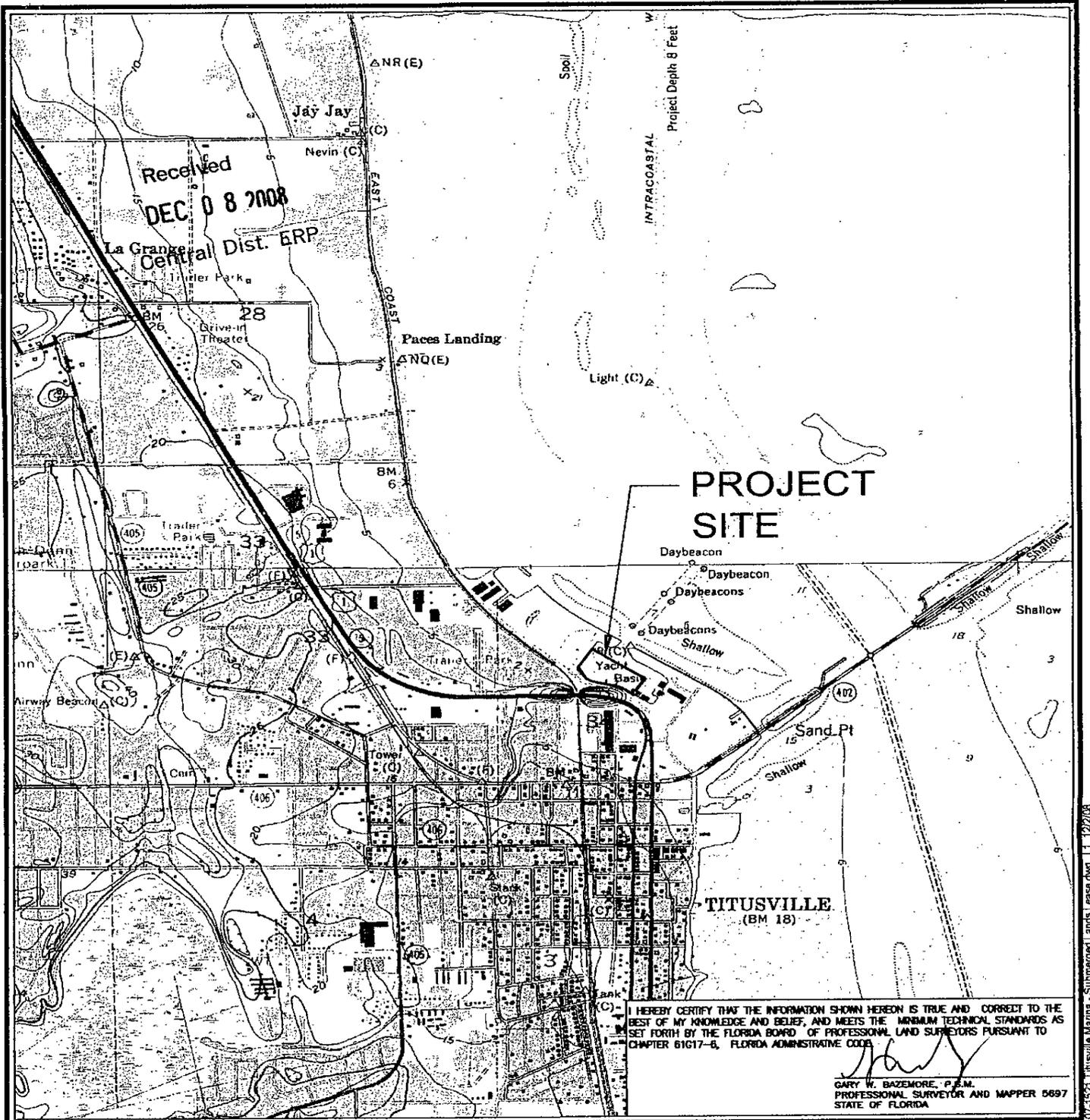
Commission/Serial No. DD660772

Jolynn J. Donhoff  
Notary Signature

Notary Public, State of Florida

Jolynn J. Donhoff  
Printed, Typed or Stamped Name





07-1521 Titusville Marina - Submerged Lands Lease.dwg LT: 12/27/08

**ATM**  
APPLIED TECHNOLOGY & MANAGEMENT

1485 N. Atlantic Ave., Suite 113  
Cocoa Beach, Florida 32931  
(321) 790-2332  
Certificate of Authorization #LB 7072

**PROPOSED SUBMERGED LANDS LEASE  
LOCATION MAP**

Titusville Munciple Marina  
451 Marina Road  
Titusville, Florida 32796

REVISIONS

JOB NO: 07-1521	CHECKED BY: GWB
DATE: Feb 20, 2008	DRAWN BY: MIKM
SCALE: 1"=2000'	SHEET: 1 of 4

**LEGAL DESCRIPTION OF SUBMERGED LANDS LEASE**

A PARCEL OF SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA, BEING A PART OF THE TITUSVILLE YACHT BASIN, LYING IN SECTION 34, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA. SAID LANDS HAVING BEEN PREVIOUSLY LEASED AS SOVEREIGN SUBMERGED LANDS LEASE NUMBER 050388959 GRANTED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. SAID PARCEL OF SOVEREIGN SUBMERGED LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT SET AT CONTROL STATION "TITUSVILLE SE BASE", HAVING COORDINATES OF NORTHING = 1,559,789.85 FEET, EASTING = 712,991.13 FEET, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 1990, THENCE RUN S 38°21'50"E A DISTANCE OF 4218.54 FEET TO THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 35 EAST; THENCE N54°12'37"E A DISTANCE OF 2455.01 FEET TO A POINT ON THE EAST RIGHT-OF WAY OF HIGHWAY U.S.1; THENCE N32°35'57"E A DISTANCE OF 68.74 FEET TO A POINT ON THE SOUTH END OF A CONCRETE SEAWALL IN THE TITUSVILLE YACHT BASIN, A PART OF THE INDIAN RIVER LAGOON, SAID POINT BEING ON THE ORDINARY HIGH WATER LINE AND ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF SOVEREIGN SUBMERGED LANDS:

FROM THE POINT OF BEGINNING RUN N32°35'57"E INTO THE WATERS OF THE TITUSVILLE YACHT BASIN A DISTANCE OF 324.79 FEET; THENCE N56°01'58"W A DISTANCE OF 888.95 FEET TO A POINT ON THE SOUTH FACE OF A COQUINA SEAWALL, SAID POINT BEING ON THE ORDINARY HIGH WATER LINE; THENCE S33°20'22"W ALONG SAID ORDINARY HIGH WATER LINE A DISTANCE OF 343.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 61.00 FEET AND A CENTRAL ANGLE OF 44°18'00"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.13 FEET TO A POINT ON THE NORTH END OF A CONCRETE SEAWALL; THENCE S63°21'02"E ALONG THE NORTH END OF SAID SEAWALL A DISTANCE OF 2.35 FEET; THENCE ALONG SAID SEAWALL AND ORDINARY HIGH WATER LINE THE FOLLOWING TWELVE CALLS:  
 S25°08'38"E A DISTANCE OF 34.34 FEET; THENCE S32°27'45"E A DISTANCE OF 87.88 FEET; THENCE S33°25'04"E A DISTANCE OF 57.38 FEET; THENCE S41°09'12"E A DISTANCE OF 8.13 FEET; THENCE S46°07'38"E A DISTANCE OF 24.17 FEET; THENCE S53°43'49"E A DISTANCE OF 16.11 FEET; THENCE S63°36'28"E A DISTANCE OF 59.51 FEET; THENCE S69°31'30"E A DISTANCE OF 28.23 FEET; THENCE S76°02'21"E A DISTANCE OF 373.86 FEET; THENCE S68°54'06"E A DISTANCE OF 9.94 FEET; THENCE S56°20'46"E A DISTANCE OF 143.63 FEET; THENCE S53°57'05"E A DISTANCE OF 71.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 347,448.96 SQUARE FEET+/- (7.98 ACRES +/-).

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

*[Signature]*  
 GARY W. BAZEMORE, P.S.M.  
 PROFESSIONAL SURVEYOR AND MAPPER 5697  
 STATE OF FLORIDA



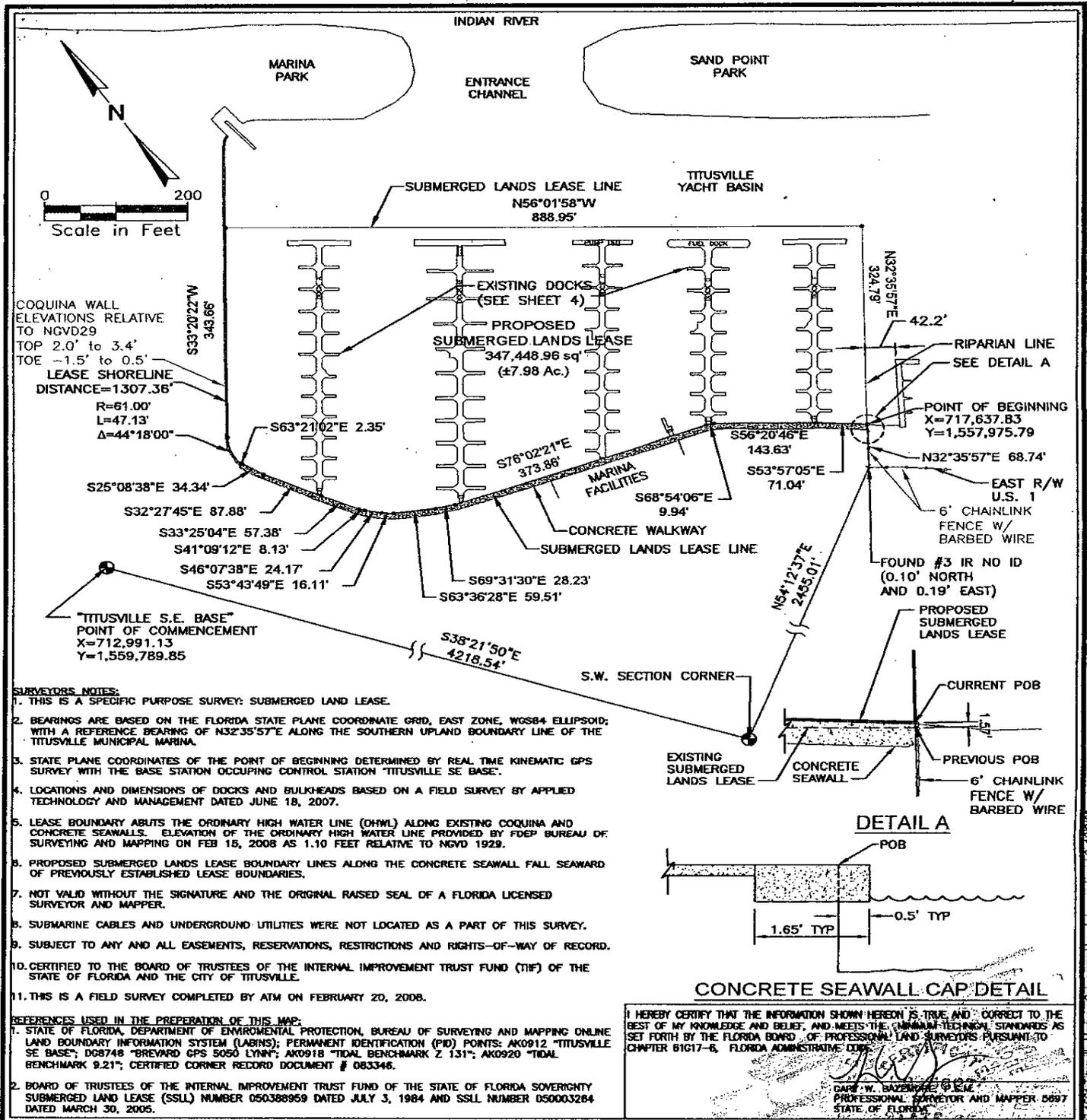
**PROPOSED SUBMERGED LANDS LEASE  
 LEGAL DESCRIPTION**

Titusville Munciple Marina  
 451 Marina Road  
 Titusville, Florida 32796

REVISIONS

JOB NO: 07-1524UR	CHECKED BY: GWB
DATE: Feb 20, 2008	DRAWN BY: MKM
SCALE: NONE	SHEET: 3 of 4

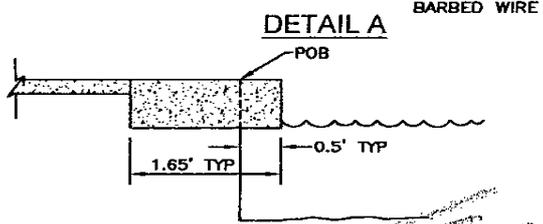
07-1524 Titusville Marina - Submerged Lands Lease.dwg 1/22/08



COQUINA WALL ELEVATIONS RELATIVE TO NGVD29  
 TOP 2.0' to 3.4'  
 TOE -1.5' to 0.5'  
 LEASE SHORELINE DISTANCE=1307.36'  
 R=61.00'  
 L=47.13'  
 Δ=44°18'00"

- SURVEYOR'S NOTES:**
1. THIS IS A SPECIFIC PURPOSE SURVEY: SUBMERGED LAND LEASE.
  2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, WGS84 ELLIPSOID; WITH A REFERENCE BEARING OF N32°35'57"E ALONG THE SOUTHERN UPLAND BOUNDARY LINE OF THE TITUSVILLE MUNICIPAL MARINA.
  3. STATE PLANE COORDINATES OF THE POINT OF BEGINNING DETERMINED BY REAL TIME KINEMATIC GPS SURVEY WITH THE BASE STATION OCCUPYING CONTROL STATION "TITUSVILLE SE BASE".
  4. LOCATIONS AND DIMENSIONS OF DOCKS AND BULKHEADS BASED ON A FIELD SURVEY BY APPLIED TECHNOLOGY AND MANAGEMENT DATED JUNE 18, 2007.
  5. LEASE BOUNDARY ABUTS THE ORDINARY HIGH WATER LINE (OHWL) ALONG EXISTING COQUINA AND CONCRETE SEAWALLS. ELEVATION OF THE ORDINARY HIGH WATER LINE PROVIDED BY FDP BUREAU OF SURVEYING AND MAPPING ON FEB 15, 2008 AS 1.10 FEET RELATIVE TO NGVD 1929.
  6. PROPOSED SUBMERGED LANDS LEASE BOUNDARY LINES ALONG THE CONCRETE SEAWALL FALL SEAWARD OF PREVIOUSLY ESTABLISHED LEASE BOUNDARIES.
  7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  8. SUBMARINE CABLES AND UNDERGROUND UTILITIES WERE NOT LOCATED AS A PART OF THIS SURVEY.
  9. SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.
  10. CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (ITIF) OF THE STATE OF FLORIDA AND THE CITY OF TITUSVILLE.
  11. THIS IS A FIELD SURVEY COMPLETED BY ATM ON FEBRUARY 20, 2008.

- REFERENCES USED IN THE PREPARATION OF THIS MAP:**
1. STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING ONLINE LAND BOUNDARY INFORMATION SYSTEM (LABINS); PERMANENT IDENTIFICATION (PID) POINTS: AK0912 "TITUSVILLE SE BASE", D68746 "BREVARD GPS 5050 LYNN"; AK0918 "TIDAL BENCHMARK Z 131"; AK0920 "TIDAL BENCHMARK 9.21"; CERTIFIED CORNER RECORD DOCUMENT # 083346.
  2. BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA SOVERIGNTY SUBMERGED LAND LEASE (SLL) NUMBER 050388959 DATED JULY 3, 1984 AND SLL NUMBER 050003264 DATED MARCH 30, 2005.



**CONCRETE SEAWALL CAP DETAIL**

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61C17-6, FLORIDA ADMINISTRATIVE CODE.

*[Signature]*  
 GARY W. BAUER  
 PROFESSIONAL SURVEYOR AND MAPPER 5897  
 STATE OF FLORIDA

**ATM**  
 APPLIED TECHNOLOGY & MANAGEMENT  
 1485 N. Atlantic Ave., Suite 113  
 Cocoa Beach, Florida 32931  
 (321) 799-2332  
 Certificate of Authorization #LB 7072

**PROPOSED SUBMERGED LANDS LEASE  
 SKETCH OF LEGAL DESCRIPTION**

Titusville Municiple Marina  
 451 Marina Road  
 Titusville, Florida 32796

REVISIONS

JOB NO: 07-1521	CHECKED BY: GWB
DATE: Feb 20, 2008	DRAWN BY: MKM
SCALE: 1"=200'	SHEET: 2 of 4



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

DISCLAIMER

DEED NO. 26547

THIS INDENTURE made on this 12th day of June, A.D., 1984, between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as the first party, and the City of Titusville, of the County of Brevard, State of Florida, as the second party;

WITNESSETH:

That the first party has transferred, remised, released, relinquished, surrendered, quitclaimed and disclaimed, and by these presents does hereby transfer, remise, release, relinquish, surrender, quitclaim, and disclaim to said second party, its successors and assigns, forever, any and all right, title or interest of the first party of, in and to the following described land in Brevard County, Florida, to-wit;

A parcel of filled, formerly sovereignty land lying adjacent to the Indian River and abutting Section 34, Township 21 South, Range 35 East, Brevard County, more definitively described as follows:

Commencing at the SW corner of Section 34, Township 21 South, Range 35 East, Brevard County, Florida;  
Thence N. 89°58'06" E., 2409.98 feet;  
Thence N. 0°27'55" E., 220.37 feet to the POINT OF BEGINNING, said point being on the Easterly right-of-way of Highway U.S. 1;  
Thence N. 0°27'55" E., along said R/W 432.34 feet, to a point of curvature;  
Thence along the arc of a circular curve concave Southwesterly 928.17 feet radius being 919.02 feet, central angle 57°51'58";  
Thence N. 32°35'57" E., 50.00 feet;  
Thence along the arc of a circular curve concave Southerly 553.47 feet, the component parts of said curve radius being 969.02 feet, central angle 32°43'32";  
Thence S. 89°52'25" W., 235.44 feet, to a point on the east R/W of the F.E.C. Railroad and the Northerly R/W of U.S. 1;  
Thence Northwesterly along the arc of a circular curve concave Westerly 201.53 feet, the component parts of said curve radius being 1009.71 feet, central angle 11°26'09".  
Thence N. 33°58'02" E., 891.43 feet;  
Thence S. 56°01'58" E., 1908.84 feet;  
Thence Southerly along the arc of circular curve concave Southwesterly 742.60 feet; the component parts of said curve radius being 1741.49 feet central angle 24°25'55";  
Thence S. 51°44'57" W., 495.67 feet;  
Thence S. 38°15'03" E., 10.00 feet;  
Thence S. 51°44'57" W., 455.68 feet;

Thence Westerly along the arc of a circular curve concave Northwesterly 127.99 feet, the component parts of said curve radius being 1016.28 feet central angle 7°12'57";  
Thence S. 31°02'06" E., 30.00 feet;  
Thence Southwesterly along the arc of a circular curve concave Northwesterly 287.61 feet, the component parts of said curve radius being 1046.28 feet, central angle 15°45'00";  
Thence S 15°17'06" E., 49.00 feet;  
Thence Southwesterly along the arc of a circular curve concave Northwesterly 105.14 feet; the component parts of said curve radius being 1095.28 feet central angle 5°30'00";  
Thence N. 74°36'03" W., 52.03 feet;  
Thence N. 84°27'11" E., 42.63 feet;  
Thence N. 0°27'55" E., 150.00 feet;  
Thence S. 84°27'11" W., 150.00 feet TO THE POINT OF BEGINNING,  
Less and Except the Westland Marine Property as described at ORB 1111, Page 910; and,  
Less and Except the following description of described submerged lands lying below the mean high water line of the Yacht Basin:

Commencing at the Southwest corner of Section 34, Township 21 South, Range 35 East;  
Thence North 89°58'06" East, 2409.98 feet;  
Thence North 00°27'55" East, 652.71 feet to a point of curvature;  
Thence along the arc of a circular curve concave Southwesterly 928.17 feet, said curve having a radius of 919.02 feet, and a central angle of 57°51'58";  
Thence North 32°35'57" East, 67.17 feet to the Point of Beginning;  
Thence North 55°49'34" West, 211.98 feet;  
Thence North 75°42'53" West, 416.30 feet to a point of curvature;  
Thence 118.15 feet along the arc of a circular curve concave North-easterly having a radius of 155.79 feet and a central angle of 43°27'15";  
Thence North 32°15'38" West, 160.77 feet to a point of curvature;  
Thence 54.45 feet along the arc of a circular curve concave Easterly with a radius of 47.11 feet and a central angle of 66°13'40";  
Thence North 33°58'02" East, 488.64 feet, to a point of curvature;  
Thence 78.54 feet along the arc of a circular curve concave Southerly with a radius of 50.00 feet, and a central angle of 90 degrees;  
Thence South 56°01'58" East, 139.14 feet to a point of curvature;  
Thence 132.94 feet along the arc of a circular curve concave Northerly, with a radius of 95.00 feet, and a central angle of 80°10'50";  
Thence North 43°47'12" East, 77.30 feet;  
Thence South 56°01'58" East, 127.56 feet;  
Thence South 12°28'02" West, 102.65 feet, to a point of curvature;  
Thence 112.67 feet along the arc of a circular curve concave Easterly with a radius of 93.91 feet, and a central angle of 68°30'00";  
Thence South 56°01'58" East, 576.40 feet to a point of curvature;  
Thence 172.85 feet along the arc of a circular curve concave Westerly with a radius of 111.94 feet, and a central angle of 88°28'26";  
Thence South 32°26'28" West, 248.89 feet;  
Thence North 57°33'32" West, 4.10 feet;  
Thence South 32°26'28" West, 106.00 feet;  
Thence North 80°49'18" West, 115.20 feet;  
Thence North 55°49'34" West, 243.13 feet, to the Point of Beginning.

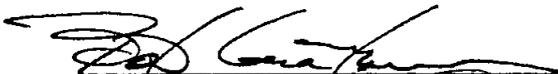
All bearings based on the Florida State Plane Coordinate System East Zone.

Containing 16.47 acres, more or less.

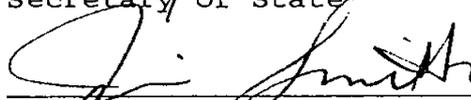
Attachment B  
Page 12 of 13 Pages  
SSLL No. 050388959

IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be hereunto affixed in the City of Tallahassee, Florida, on this the 12th day of February, A.D., 1985.

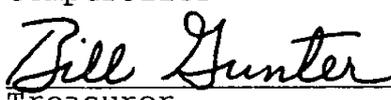
(SEAL)  
Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

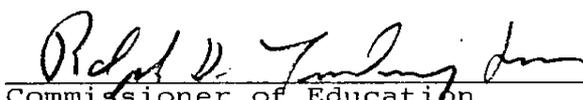
  
Governor

  
Secretary of State

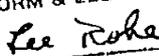
  
Attorney General

  
Comptroller

  
Treasurer

  
Commissioner of Education

\_\_\_\_\_  
Commissioner of Agriculture

APPROVED AS TO  
FORM & LEGALITY.  
  
DEPARTMENT ATTORNEY.

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Attachment B  
Page 13 of 13 Pages  
SSLL No. 050388959