

**Document Type: Current Submerged Land Lease
[CSL Coversheet]**

DM ID# _____

Instrument Desc.	AMENDMENT		
Lease #	440222725		
Permit Application #	44-0129209-002 & 0129209-003-EM		
Document Date	1/29/2018		
Water Body	KEY WEST BIGHT		
Original County	MONROE		
Section(s)	31		
Township(s)	67S		
Range(s)	25E		
Total Area	2.50	Area Unit	(A) Acre(s)
Recording County	B:	P:	O
Recording County Instrument #			I
Lessee	BAYHAVEN ENTERPRISES LC		
Comments:			

**Date prepped:
4/10/2019**

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FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

MEMORANDUM

TO: TITLE & LAND RECORD FILE
FROM: KAREN McMILLAN, PLANNING MANAGER
SSUBJECT: PAPERLESS INITIATIVE
DATE: 4/11/2019

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

NAME:		BUREAU	
M. Sue Jones		BPLA	
Cheryl McCall		BPLA	

This Instrument Prepared By:
M. Sue Jones
Action No. 31175
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE
MODIFICATION TO INCREASE THE NUMBER OF WET SLIPS, REFLECT UPDATED SURVEY,
AND REMOVE SPECIAL LEASE CONDITION

BOT FILE NO. 440222725

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 Bayhaven Enterprises, L.C., A Florida limited liability company, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 31, Township 67 South, Range 25 East, in Key West Bight, Monroe County, Florida, containing 108,780 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 26, 2017.

TO HAVE THE USE OF the hereinabove described premises from November 3, 2017, the effective date of this modified lease, through January 29, 2022, the expiration date of this modified lease. 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 50-slip docking facility, a non-water dependent boardwalk, and a water dependent dock master office to be used exclusively for mooring of recreational vessels, charter boats, and tugboats in conjunction with an upland commercial marina and a restaurant, with 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 with 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. 44-0129209-002, dated April 3, 2002, and the Modified Permit No. 0129209-003-EM, dated November 3, 2017, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$19,635.14 (\$12,597.00 at base for 104,686 square feet and \$7,037.83 at 10 times base for 4,094 square feet of non-water dependent structure), plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

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

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

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit and modified 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.

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

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

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

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

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

Bayhaven Enterprises, L.C.
700 Front Street Suite 105
Key West, Florida 33040

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. SPECIAL LEASE CONDITIONS:

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

B. 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).

C. The Lessee shall ensure that the boardwalk remains open to the general public for pedestrian traffic on a first-come, first-served basis. The Lessee shall not assess a fee to pedestrians using the boardwalk. The Lessee shall not offer food or beverage service or restaurant seating on the boardwalk.

D. The Lessee shall maintain a water quality monitoring program acceptable to the State of Florida Department of Environmental Protection (DEP). Water quality data will be periodically reviewed by DEP. In the event that water quality violations occur and water quality standards provided by Chapter 403, Florida statutes, are not maintained, the Lessee will be given written notice to correct the problem. Such notice shall require any problems or violations to be corrected within 120 days, or demonstrate to the Lessor's satisfaction that the violations were not caused by the docking facility or associated activities on the adjacent riparian uplands, including storm water runoff. If the Lessee is the cause of the violations, and the Lessee does not correct this problem within the specified time, then the Lessor may cancel this lease and upon cancellation, the Lessee may be required to remove the docking facility and other structures within the leased premises.

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

WITNESSES:

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

M. Sue Jones
Original Signature

M. Sue Jones
Print/Type Name of Witness

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

(SEAL)

BY: Cheryl C McCall
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of January, 2018, by Cheryl C. McCall, 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 12/4/2017
DEP Attorney Date

[Signature]
Notary Public, State of Florida

Printed, Typed or Stamped Name **KATHY C GRIFFIN**
My Commission Expires: **Notary Public - State of Florida**
Commission # FF 917725
My Comm. Expires Nov 27, 2019
Bonded through National Notary Ass'n
Commission/Serial No. _____

WITNESSES:

William S. Schwartz
Original Signature

William S. Schwartz
Typed/Printed Name of Witness

Paul J. Sandberg
Original Signature

Paul J. Sandberg
Typed/Printed Name of Witness

Bayhaven Enterprises, L.C.,
a Florida limited liability company _____ (SEAL)

BY: [Signature]
Original Signature of Executing Authority

R.A. Romanoff-Trustee, Smith Family Trust
Typed/Printed Name of Executing Authority

Managing Member
Title of Executing Authority

“LESSEE”

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 12th day of December, 2017, by R.A. Romanoff-Trustee, Smith Family Trust, who is a Managing Member of Bayhaven Enterprises, L.C., a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____, as identification.

My Commission Expires:

6/10/2020
Commission/Serial No. _____

Molly Ann Lippert
Signature of Notary Public

Notary Public, State of Illinois

Molly Ann Lippert
Printed, Typed or Stamped Name



WITNESSES:

Cindy Church
Original Signature

Cindy Church
Typed/Printed Name of Witness

[Signature]
Original Signature

Steve Biscaino
Typed/Printed Name of Witness

Bayhaven Enterprises, L.C.,
a Florida limited liability company (SEAL)

BY: [Signature]
Original Signature of Executing Authority

William A. Smith
Typed/Printed Name of Executing Authority

Managing Member
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Monroe

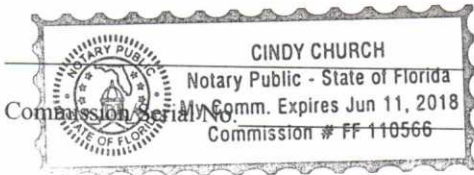
The foregoing instrument was acknowledged before me this 11 day of January, 2018, by William A. Smith, who is a Managing Member of Bayhaven Enterprises, L.C., a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____, as identification.

My Commission Expires: 6-11-18

Cindy Church
Signature of Notary Public

Notary Public, State of _____

Cindy Church
Printed, Typed or Stamped Name



WITNESSES:

Brandon L. Wallace
Original Signature

Brandon L. Wallace
Typed/Printed Name of Witness

Mark Portocarrero
Original Signature

Mark Portocarrero
Typed/Printed Name of Witness

Bayhaven Enterprises, L.C.,
a Florida limited liability company (SEAL)

BY: *Melissa Jeanne Smith*
Original Signature of Executing Authority

Melissa Jeanne Smith
Typed/Printed Name of Executing Authority

Managing Member
Title of Executing Authority

"LESSEE"

STATE OF LOUISIANA

COUNTY OF CADDO PARISH

The foregoing instrument was acknowledged before me this 18TH day of JANUARY, 2018, by Melissa Jeanne Smith, who is a Managing Member of Bayhaven Enterprises, L.C., a Florida limited liability company, on behalf of the limited liability company. She is personally known to me or has produced DRIVERS LICENSE, as identification.

My Commission Expires:

LIFETIME

Commission/Serial No. 056297

George Portocarrero
Signature of Notary Public

Notary Public, State of _____

Printed, Typed or Stamped Name

GEORGE PORTOCARRERO
NOTARY PUBLIC - LOUISIANA
CADDO - BOSSIER PARISH
NOTARY ID NUMBER 056297
My Commission Is For Life

VICINITY MAP

SITE LOCATION:
 Latitude: 24°33'40"
 Longitude: 81°48'10"



5/26/17: Updated, 2 slips at SW Corner
 3/17/03: Twp. 68 S to 67 S.

U.S.G.S. Quad: "KEY WEST"

Attachment A
 Page 11 of 17 Pages
 SSSL NO. 440222725

Sheet 1 of 4

A & B Lobster
 700 Front Street, Key West, Florida 33040

Specific Purpose Survey		Dwn No.:	
Submerged Land Lease, including dock		17-161	
Scale: n/a	Ref.	Flood panel No.	Dwn. By: F.H.H.
Date: 2/11/00		Flood Zone:	Flood Elev.

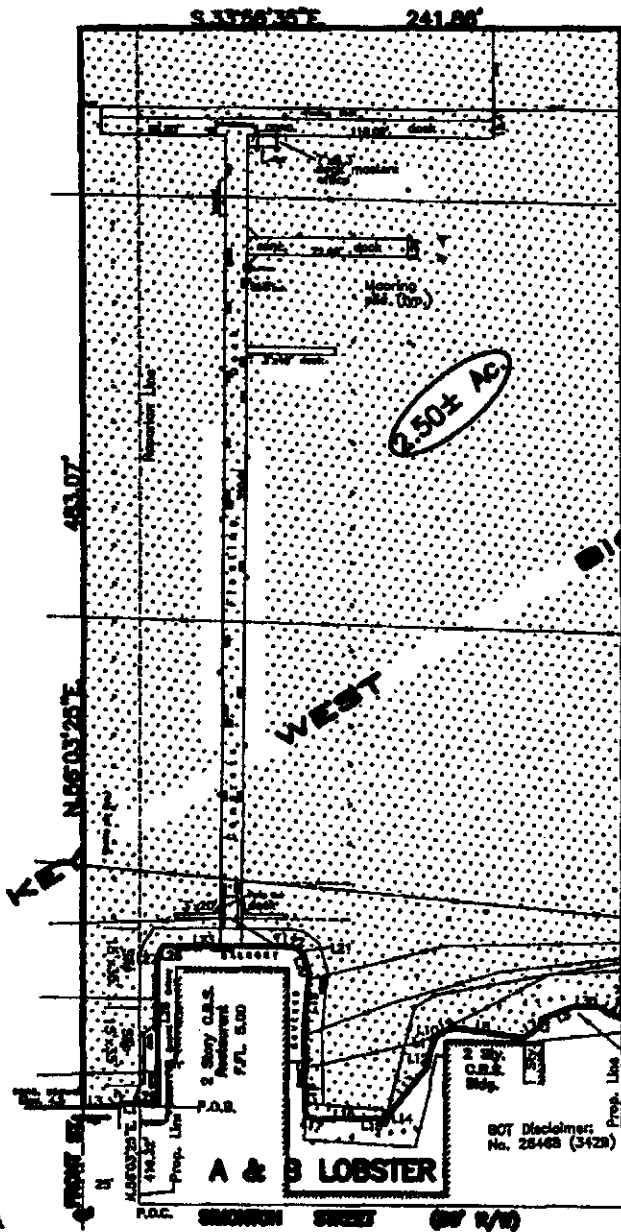
REVISIONS AND/OR ADDITIONS
3/7/01: Revise dock, bldg., piles
4/17/01: Riparian Line, Mooring piles, Lease, M.H.W. Line
8/22/01: Minor typos
d/block 4



ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
 Suite 201
 Key West, Fl. 33040

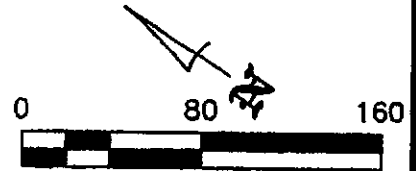
(305) 293-0488
 Fax: (305) 293-0237
 fhildeb1@bellsouth.net
 L.B. No. 7700



LINE TABLE

Line	Bearing	Distance
L1	N.33°46'46"W.	8.00'
L2	S.89°59'08"W.	1.71'
L3	N.33°56'35"W.	16.05'
L4	N.09°40'23"W.	12.80'
L5	N.55°12'30"W.	16.46'
L6	S.86°47'54"W.	3.82'
L7	N.68°14'15"W.	8.00'
L8	N.27°11'56"W.	32.84'
L9	N.56°24'25"W.	5.25'
L10	N.76°29'25"W.	3.50'
L11	S.78°35'42"W.	5.86'
L12	S.65°49'10"W.	7.66'
L13	N.85°11'00"W.	23.94'
L14	S.86°07'49"W.	7.81'
L15	N.12°27'48"E.	3.10'
L16	N.34°49'48"W.	26.46'
L17	N.18°57'53"W.	4.87'
L18	N.54°40'08"E.	37.69'
L19	N.61°47'47"E.	26.20'
L20	N.38°24'37"E.	9.12'
L21	N.03°58'31"E.	4.21'
L22	N.25°52'17"W.	4.29'
L23	N.33°59'20"W.	55.74'
L26	S.88°19'59"W.	2.88'
L27	S.73°40'41"W.	3.98'
L28	S.55°51'04"W.	63.98'
L29	N.33°45'25"W.	8.14'
L30	N.33°32'13"W.	9.77'

Shoreline 1000' feet in both directions, generally Concrete Seawalls and Boulder Rip-Rap



Attachment A
Page 12 of 17 Pages
SSLL NO. 440222725

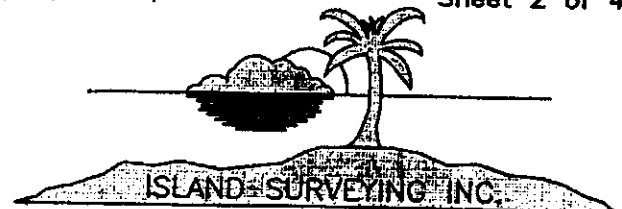
Lease Line abuts BOT Disclaimer No. 28468 (342a)
Cofferdam & Rip-Rap Seawall as located on 5/28/00 Mean High Water Elevation 0.82 M.S.V.D. reviewed located of shoreline on 3/5/01: actual location, extremely difficult to determine.

5/30/01: dock 2' to 3' & BOT Abuts Lease line 8/22/01: Minor typos 5/26/17: Updated, 2 slips at SW Corner

A & B Lobster
700 Front Street, Key West, Florida 33040

3/17/03: Twp. 68 S to 67 S. Sheet 2 of 4

Specific Purpose Survey Submerged Land Lease, including dock		Dwn No.: 17-161	
Scale: 1"=80'	Ref.	Flood panel No.	Dwn. By: F.H.H.
Date: 2/11/00		Flood Zone:	Flood Elev.



ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
Suite 201
Key West, Fl. 33040

(305) 293-0466
Fax: (305) 293-0237
mildeb1@bellsouth.net
L.B. No. 7700

REVISIONS AND/OR ADDITIONS

3/08/00: Easterly Riparian Line	3/7/01: Revise dock, bldg., piles
4/4/00: remove westerly Riparian line	
4/17/01: Riparian Line, Mooring piles, Lease, M.H.W. Line	
d/block 4	4/23/01: Baybottom under main dock included

LEGAL DESCRIPTION: Submerged land lease:
(prepared by undersigned)

A Parcel of submerged land lying and being in Section 31, Township 67 South Range 25 East, adjacent to the Island of Key West (Key West Bight), Monroe County, Florida, and being adjacent to Lot 1, Square 5, according to William A. Whitehead's Map of the City of Key West, delineated in February, 1829 and being more particularly described as follows:

Commence at the intersection of the Northeasterly Right-of-Way Line of Simonton Street and the Southeasterly Right-of-Way Line of Front Street; thence N 56°03'25" E along the said Southeasterly Right-of-Way Line of Front Street for 416.32 feet to the face of a concrete seawall lying on the Key West Bight and the Point of Beginning; thence meander the said concrete seawall for the following three (3) metes and bounds; thence N.33°46'48"W., a distance of 8.00 feet; thence S.89°59'08"W., a distance of 1.71 feet; thence N.33°56'35"W., a distance of 16.05 feet; thence N.56°03'25"E., and leaving the said concrete seawall a distance of 483.07 feet; thence S.33°56'35"E., a distance of 241.86 feet; thence S.56°03'25"W., a distance of 442.36 feet to the Mean High Water Line (Elev. 0.92 N.G.V.D.) of the said Key West Bight; thence meander the said Mean High Water Line which lies along a Boulder Rip-Rap and a cofferdam shoreline for the following fourteen (15) metes and bounds; thence N.09°40'23"W., a distance of 12.80 feet; thence N.33°32'13"W., a distance of 9.77 feet; thence N 55°12'30" W 16.46 feet; thence S.66°47'54"W., a distance of 3.82 feet; thence N.68°14'15"W., a distance of 8.00 feet; thence N.27°11'56"W., a distance of 32.84 feet; thence N.56°24'25"W., a distance of 5.25 feet; thence N.76°29'25"W., a distance of 3.50 feet; thence S.78°35'42"W., a distance of 5.86 feet; thence S.65°49'10"W., a distance of 7.66 feet; thence N.85°11'00"W., a distance of 23.94 feet; thence S.86°07'49"W., a distance of 7.81 feet; thence N.12°27'49"E., a distance of 3.10 feet; thence N.34°49'48"W., a distance of 28.46 feet; thence N.18°57'53"W., a distance of 4.87 feet to the said Concrete seawall; thence meander the said concrete seawall for the following ten (10) metes and bounds; thence N.54°40'08"E., a distance of 37.69 feet; thence N.61°47'47"E., a distance of 26.20 feet; thence N.38°24'37"E., a distance of 9.12 feet; thence N.03°58'31"E., a distance of 4.21 feet; thence N.25°52'17"W., a distance of 4.29 feet; thence N 33°59'20" W for a distance of 55.74 feet; thence S.88°19'59"W., a distance of 2.88 feet; thence S.73°40'41"W., a distance of 3.99 feet; thence S.55°51'04"W., a distance of 63.98 feet; thence N.33°45'25"W., a distance of 8.14 feet to the Point of Beginning

Parcel contains 108780 square feet or 2.50 acres, more or less.

Attachment A
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5/26/17: Updated, 2 slips at SW Corner
3/17/03: Twp. 68 S to 67 S.
8/22/01: Minor typos

Sheet 3 of 4

A & B Lobster			
700 Front Street, Key West, Florida 33040			
Specific Purpose Survey		Dwn No.: 17-161	
Submerged Land Lease, including dock			
Scale: n/a	Ref.	Flood panel No.	Dwn. By: F.H.H.
Date: 2/11/00		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
3/7/01: Revise dock, bids., piles			
4/17/01: Riparian Line, Mooring piles, Lease, M.H.W. Line			
4/23/01: Baybottom under main dock included			
d/block 4			



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L.B. No. 7700

SURVEYOR'S NOTES:

1. Bearings and North arrow based on an assumed meridian and William A. Whitehead's map of the City of Key West
2. The Mean High Water Elevation is 0.92 N.G.V.D., which is located along the concrete seawall. Mean Low Water Elevation is (-) 0.4 N.G.V.D.
3. Contour Elevations of Bay Bottom based on Mean Low Water Elevation.
4. Tidal Bench Mark, Florida 872-4580, Key West, Florida
5. Elevations based on N.G.V.D. 1'929 Datum, Bench Mark No. BASIC, Elevation 14.324 published.
6. 424.8' upland along submerged land lease.
407'± upland along ownership
7. Monumentation:
▲ = Set P.K. Nail, P.L.S No. 2749
8. Abbreviations:
C.B.S. = concrete block stucco
F.F.L = Finish Floor Elevation
P.O.C = Point of Commence
P.O.B. = Point of Beginning
Sty. = Story

Field work performed on 12/27/99, 3/2/01, 4/1/01, 2/23/17, 5/15/17

Survey is "Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida"

This is a field survey

CERTIFICATION:

I HEREBY CERTIFY that the attached Specific Purpose Survey, Submerged Land Lease is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 5J-7; Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

F.H.H.
6/7/17
FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

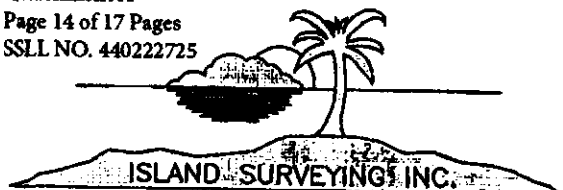
3/17/03: Twp. 68 S to 67 S.

8/22/01: Minor typos 5/26/17: Updated, 2 slips at SW Corner

Sheet 4 of 4

A & B Lobster 700 Front Street, Key West, Florida 33040			
Specific Purpose Survey Submerged Land Lease, including dock		Dwn No.: 17-161	
Scale: n/a	Ref.	Flood panel No.	Dwn. By: F.H.H.
Date: 2/11/00		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
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d/block 4			

Attachment A
Page 14 of 17 Pages
SSL NO. 440222725



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L.B. No. 7700

Instrument Prepared By:
Peter M. Brooke, Esq.
Smet, Lickstein, Morganstern,
Berger, Brooke & Gordon, P.A.
201 Alhambra Circle, Suite 1200
Coral Gables, Florida 33134

Tax Folio No.: 1000205
Grantee Tax I.D. No.:

MONROE COUNTY
OFFICIAL RECORDS

FILE 1996877
BK#1450 PG#917

RCD Apr 04 1997 01:29PM
DANNY L KOLHAGE, CLERK
DEED DOC STAMPS 35700.00
04/04/1997 PD DRP CLK



Reserved for Recorder

WARRANTY DEED
(Statutory - F.S. 689.02)

THIS INDENTURE, dated March 31, 1997, between JAMES EDWIN FELTON, AS TRUSTEE under the provisions of a Trust Agreement dated August 31, 1995, known as Trust No. 7101 ("Grantor"), and BAYHAVEN ENTERPRISES, L.C., a limited liability company organized under the laws of the State of Florida ("Grantee"), whose post office address for the purpose of receiving real estate tax notification is 700 Front Street, Key West, Florida 33040.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations, to Grantor in hand paid by Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained, and sold to Grantee. Grantee's heirs and assigns forever, the following described land, situate and being in the County of Monroe, State of Florida, to-wit:

Refer to EXHIBIT "A" attached hereto.

SUBJECT TO those matters more particularly described on EXHIBIT "B" attached hereto.

and Grantor does hereby fully warrant the title to the above-described property, and will defend the same against the lawful claims of all person whomsoever.

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, representatives, and assigns, as well as the successors and assigns of corporations, wherever the context so admits or requires.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the day and year first above written.

Signed and Sealed in the presence of:

Peter M. Brooke
Print Name: PETER M. BROOKE
James Edwin Felton
James Edwin Felton, as Trustee
Wayne LaRue Smith
Print Name: Wayne LaRue Smith
Post Office Address: 901 Washington Street
Key West, FL 33040

STATE OF FLORIDA)
) :ss
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 31st day of MARCH, 1997 by JAMES EDWIN FELTON, AS TRUSTEE under the provisions of a Trust Agreement dated August 31, 1995, known as Trust No. 7101, who is personally known to me or who has produced _____ as identification.

My commission Expires:

Peter M. Brooke
Notary Public, STATE OF FLORIDA
Print Name: Peter M. Brooke
OFFICIAL NOTARY SEAL
PETER M BROOKE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CG9546
MY COMMISSION EXP. AUG. 18, 2001

EXHIBIT "A"

LEGAL DESCRIPTION

In the City of Key West, Monroe County, Florida, and being part of Lot 1, Square 5, according to the map of said City of Key West: Commencing at a point 129 feet from the corner of Front and Simonton Streets, and running thence in a Northeasterly direction 273 feet to the waters and Harbor of Key West; thence along the waters of said Island in a Southeasterly direction 216 feet; thence in a Southwesterly direction 328 feet; thence in a Northwesterly direction 108 feet; thence at right angles in a Northeasterly direction 55 feet; thence at right angles in a Northwesterly direction 108 feet to the point of beginning.

EXCEPTING:

Commencing at a point on Front Street which is 129 feet Northeasterly from the Southeasterly corner of Front and Simonton Streets, and running thence in a Northeasterly direction 75 feet; thence at right angles in a Southeasterly direction and parallel with Simonton Street 216 feet; thence at right angles in a Southwesterly direction and parallel with Front Street 130 feet; thence at right angles in a Northwesterly direction and parallel with Simonton Street 108 feet; thence at right angles in a Northeasterly direction and parallel with Front Street 55 feet; thence at right angles in a Northwesterly direction and parallel with Simonton Street 108 feet out to the point or place of beginning.

EXHIBIT "B"

- (a) Real Estate Taxes and assessments for the year 1997 and subsequent years.
- (b) Rights and easements of the United States government for commerce, navigation, recreation and fisheries in and to any portion of said land which has been created by artificial means or accreted to any portion so created and riparian rights, if any.
- (c) Any rights to any portion of the subject lands lying below the mean high water line of the Harbour of Key West adjacent thereto.
- (d) Affidavit establishing the boundaries for the Big Cypress Area of Critical State Concern filed August 13, 1976 in Official Records Book 668, Page 43.
- (e) Rule 27F- 5 adopted by the Administration Commission establishing that the boundaries of the City of Key West are of Critical State Concern filed March 16 1984 in Official Records Book 906, Page 200.
- (f) Surveyor's Certificate executed by Frederick H. Hildebrandt, dated August 21, 1989, filed September 11, 1989 in Official Records Book 1104, Page 1641.
- (g) Affidavit executed by James Edwin Felton on August 1, 1989, filed September 11, 1989 in Official Records Book 1104, Page 1643.

ALL DOCUMENTS LISTED ABOVE ARE RECORDED IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

**MONROE COUNTY
OFFICIAL RECORDS**