



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1000 NW 111 Avenue
Miami, Florida 33172-5800

STEPHANIE C. KOPELOUSOS
SECRETARY

December 6, 2010

Mr. Frank Bervaldi
Garrison Bight Marina
711 Eisenhower Drive
Key West, Florida 33040

SUBJECT: Executed Lease Agreement

Applicant	: Island Tranquility, Inc.
FM No.	: 4152302
Sect./Job No.	: 90500-2604
County	: Monroe
Parcel No.	: 4364

Dear Mr. Bervaldi:

Enclosed please find for your records a fully executed copy of the Lease Agreement between the Florida Department of Transportation and Island Tranquility, Inc.

Your next monthly lease payment is due January 1, 2011. Please be informed that payments are due on the 1st of the month, it is the lessee's ultimate responsibility to send the payment by due date.

If you have any questions, please do not hesitate to contact me at (305) 470-5472. Thank you once again for your interest in leasing FDOT property.

Sincerely,

Marlene Fadrugas
Property Management

Enc.

LEASE AGREEMENT

ITEM/SEGMENT NO.: 4152302

MANAGING DISTRICT: Six

F.A.P. NO.: N/A

STATE ROAD NO.: Garrison Bight (Key West)

COUNTY: Monroe

PARCEL NO.: 4364

THIS AGREEMENT, made this 6th day of December, 2010, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and Island Tranquility, Inc., 711 Eisenhower Drive, Key West, Florida 33040 (hereinafter called the Lessee.)

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of five (5) years beginning 10/1/2010 and ending 9/30/2015. This Lease may be renewed for an additional five (5) years term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor ninety (90) days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of boat and boat trailer storage. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of \$2,241.63 (+ \$168.12 in taxes)=\$2409.75 TTL plus applicable tax, for each month of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to R/W Administration, 1000 NW 111 Avenue, Rm. 6105-B, Miami, Florida 33172 Attn.: Property Management. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due

shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Six of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgement after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars (\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million dollars (\$ 1,000,000.00) for property damage, or a combined coverage of not less than two million dollars (\$ 2,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty (30) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:
Frank V. Bervaldi, Garrison Bight Marina, 711 Eisenhower Drive, Key West, Florida 33040

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Island Tranquility, Inc.
Lessee (Company Name, if applicable)

By: [Signature]

Frank V. Bervaldi
Print Name

Title: Pres; DEVT

Attest: [Signature] (SEAL)

H. Richard Bervaldi
Print Name

Title: Secretary

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
District Secretary

Gus Pego, P.E.
Print Name

Attest: [Signature]

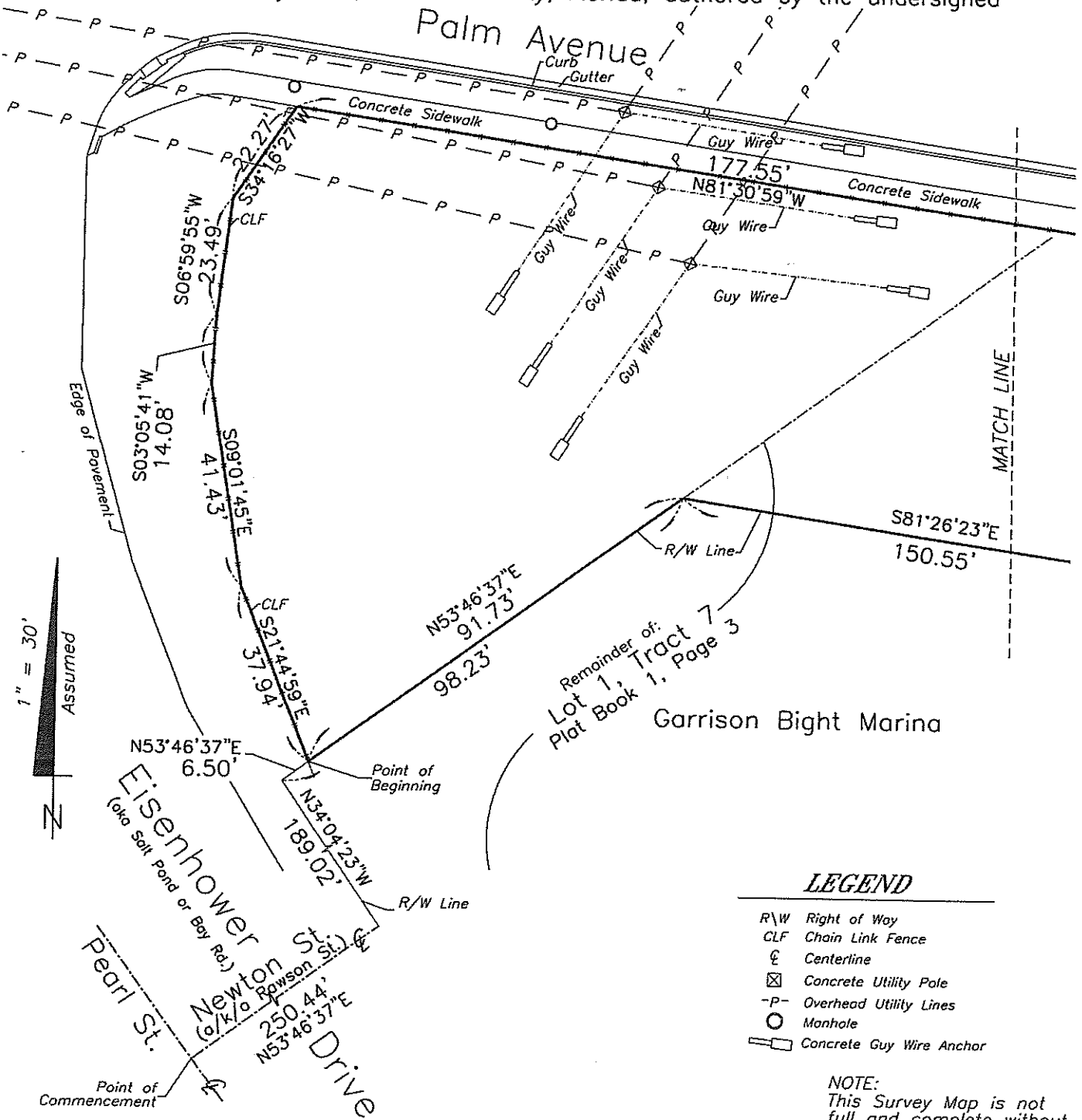
Name/Title: Margaret Higgins, Exec. Secretary

LEGAL REVIEW:

[Signature]
District Counsel

Alicia Trujillo, Esq.
Print Name

Specific Purpose Survey Map to illustrate a legal description of a Portion of Palm Avenue
 Island of Key West, Monroe County, Florida, authored by the undersigned



LEGEND

- R/W Right of Way
- CLF Chain Link Fence
- ⊕ Centerline
- ⊠ Concrete Utility Pole
- P- Overhead Utility Lines
- Manhole
- ⊞ Concrete Guy Wire Anchor

NOTE:
 This Survey Map is not full and complete without the attached Survey Report.

J. LYNN O'FLYNN, Inc.



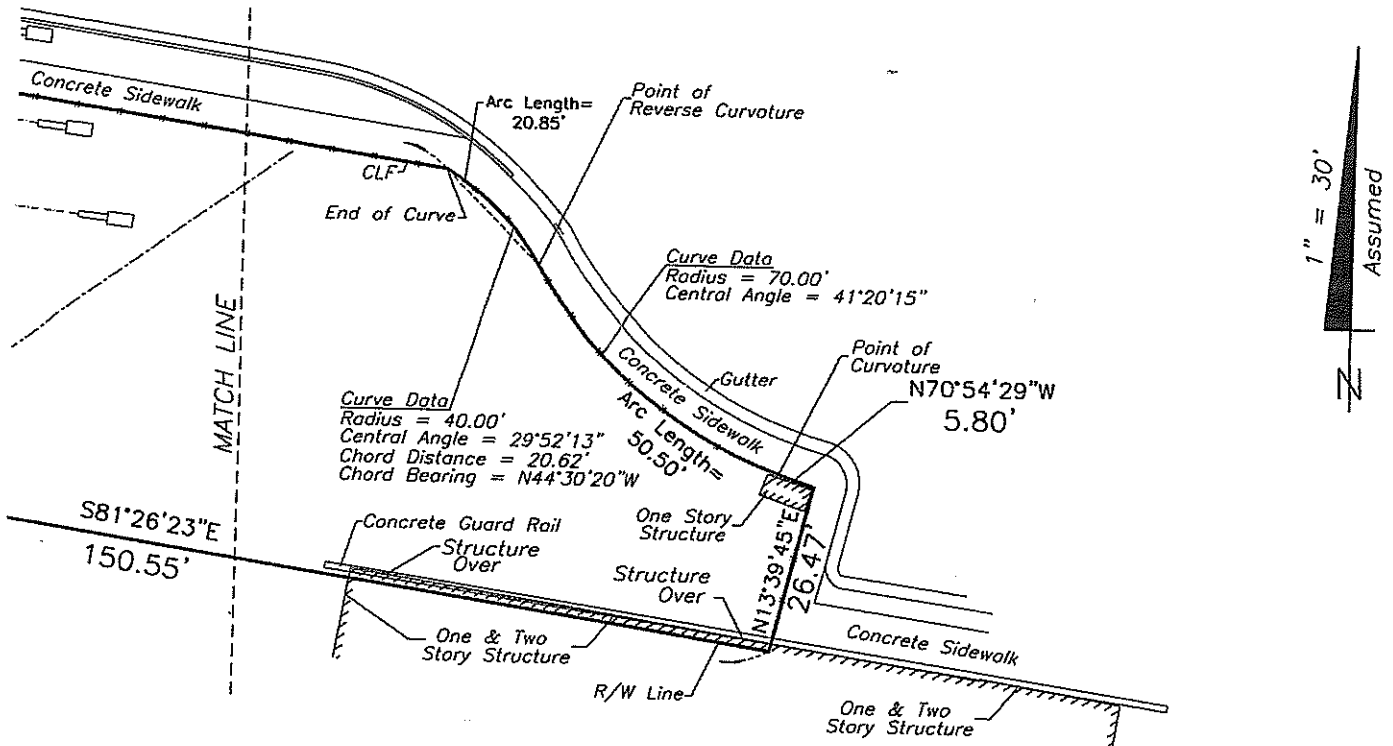
Professional Surveyor & Mapper
 PSM #6298

3430 Duck Ave., Key West, FL 33040
 (305) 296-7422 FAX (305) 296-2244

Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.

Florida Department of Transportation
 District VI
 Item/Segment No.: 4152302
 Sect/Job No.: 90500-2604
 F.A.P. No.: N/A
 SR No.: Garrison Bight
 County: Monroe
 Parcel No.: 4364
 Sheet 1 of 3 Sheets

Specific Purpose Survey Map to illustrate a legal description of a Portion of Palm Avenue,
Island of Key West, Monroe County, Florida, authored by the undersigned



t Marina

Garrison Bight Marina

Notes:

1. The legal description shown hereon was authored by the undersigned.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. This Sketch is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
5. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
6. Bearings are assumed and based on the Florida DOT Map titled "Road No. 90500-2604", Sheet 2, whereas the SE'ly R/W of Palm Avenue is N 53°46'37" E.
7. This survey is not assignable.
8. Date of field work: March 13, 2010.
9. Ownership of fences is undeterminable, unless otherwise noted.
10. This Specific Purpose Sketch does not represent a field boundary survey.

NOTE:
This Survey Map is not full and complete without the attached Survey Report.

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper
PSM #6298

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Florida Department of Transportation
District VI
Item/Segment No.: 4152302
Sect/Job No.: 90500-2604
F.A.P. No.: N/A
SR No.: Garrison Bight
County: Monroe
Parcel No.: 4364

Specific Purpose Survey Report to illustrate a legal description of a Portion of Palm Avenue, Island of Key West, Monroe County, Florida, authored by the undersigned

LEGAL DESCRIPTION: A parcel of land on the Island of Key West, Monroe County, Florida, and known as a portion of Palm Avenue as shown on Florida DOT Map titled "Road No. 90500-2604" Sheet Number 2, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the centerlines of Pearl Street and Newton Street (also known as Rawson Street), according to the plat of the Estate of Benjamin Albury's Subdivision of Part of Tract 7, as recorded in Plat Book 1, Page 3, of the Public Records of Monroe County, Florida; thence bear $N53^{\circ}46'37''E$ along the centerline of said Newton Street and Northeasterly extension thereof for a distance of 250.44 feet to the Northeasterly right of way line of Eisenhower Drive (as constructed), said right of way line also known as Salt Pond or Bay Road; thence $N34^{\circ}04'23''W$ and along the said Northeasterly right of way line of Eisenhower Drive (as constructed) for a distance of 189.02 feet to the Southeasterly right of way line of Palm Avenue; thence $N53^{\circ}46'37''E$ and along the said Southeasterly right of way line of Palm Avenue for a distance of 6.50 feet to the Point of Beginning; thence continue $N53^{\circ}46'37''E$ and along the said Southeasterly right of way line of Palm Avenue for a distance of 91.73 feet; thence $S81^{\circ}26'23''E$ along the Southerly right of way line of the said Palm Avenue for a distance of 150.55 feet; thence $N13^{\circ}39'45''E$ for a distance of 26.47 feet; thence $N70^{\circ}54'29''W$ for a distance of 5.80 feet to a curve, concave to the Northeast and having for its elements a radius of 70.00 feet and a central angle of $41^{\circ}20'15''$; thence Northwesterly along the arc of said curve for a distance of 50.50 feet to a point of reverse curvature with a curve concave to the Southwest and having for its elements a radius of 40.00 feet, a central angle of $29^{\circ}52'13''$, a Chord distance of 20.62 feet, and a Chord Bearing of $N44^{\circ}30'20''W$; thence Northwesterly along the arc of said curve for a distance of 20.85 feet to the end of said curve; thence $N81^{\circ}30'59''W$ for a distance of 177.55 feet; thence $S34^{\circ}16'27''W$ for a distance of 22.27 feet; thence $S06^{\circ}59'55''W$ for a distance of 23.49 feet; thence $S03^{\circ}05'41''W$ for a distance of 14.08 feet; thence $S09^{\circ}01'45''E$ for a distance of 41.43 feet; thence $S21^{\circ}44'59''E$ for a distance of 37.94 feet back to the said Southeasterly right of way line of Palm Avenue and the Point of Beginning, containing 17,933 square feet, more or less.

SPECIFIC PURPOSE SURVEY FOR: Garrison Bight Marina;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6298

March 18, 2010

June 30, 2010 -- Revised

October 29, 2010 -- Revised

NOTE:

This Survey Report is not full and complete without the attached Survey Map.

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper
PSM #6298

3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

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Florida Department of Transportation
District VI

Item/Segment No.: 4152302

Sect/Job No.: 90500-2604

F.A.P. No.: N/A

SR No.: Garrison Bight

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Sheet 3 of 3 Sheets