

This Instrument Prepared By:  
Celeda Wallace  
Action No. 43294  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 380346642

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

A parcel of sovereignty submerged land in Section 32, Township 15 South, Range 13 East, in the Gulf of Mexico, Levy County, Florida, containing 55,321 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 20, 2009.

TO HAVE THE USE OF the hereinabove described premises from March 24, 2021, the effective date of this lease renewal, through March 24, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 16-slip dock facility and fishing pier with a non-water dependent structure to be used exclusively for temporary mooring only during extreme storm/weather events, fishing and passive recreation in conjunction with an upland parking area, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit Exemption No. 38-270958-001-EE, dated November 8, 2006, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

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

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

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

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

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

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

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

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

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

Levy County, Florida  
Post Office Box 310  
Bronson, FL 32621

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. SPECIAL LEASE CONDITION: Should more than 50 percent of a non-conforming structure included in this lease fall into a state of disrepair or be destroyed as a result of any natural or manmade force, the Lessee shall bring the entire structure into full compliance with the current administrative rules of the Lessor. This provision shall not be construed to prevent routine repair.

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

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

WITNESSES:

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

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

(SEAL)

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

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

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

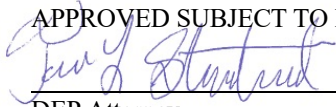
\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



4/6/2021

DEP Attorney

Date

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

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

My Commission Expires:

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

WITNESSES:

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

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

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

John Meeks  
Typed/Printed Name of Executing Authority

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

Commission Chair  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“LESSEE”

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

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

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this .  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by John Meeks as Commission Chair, for and on behalf of  
Board of County Commissioners of Levy County, Florida. He is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_, as identification.

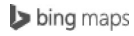
My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

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

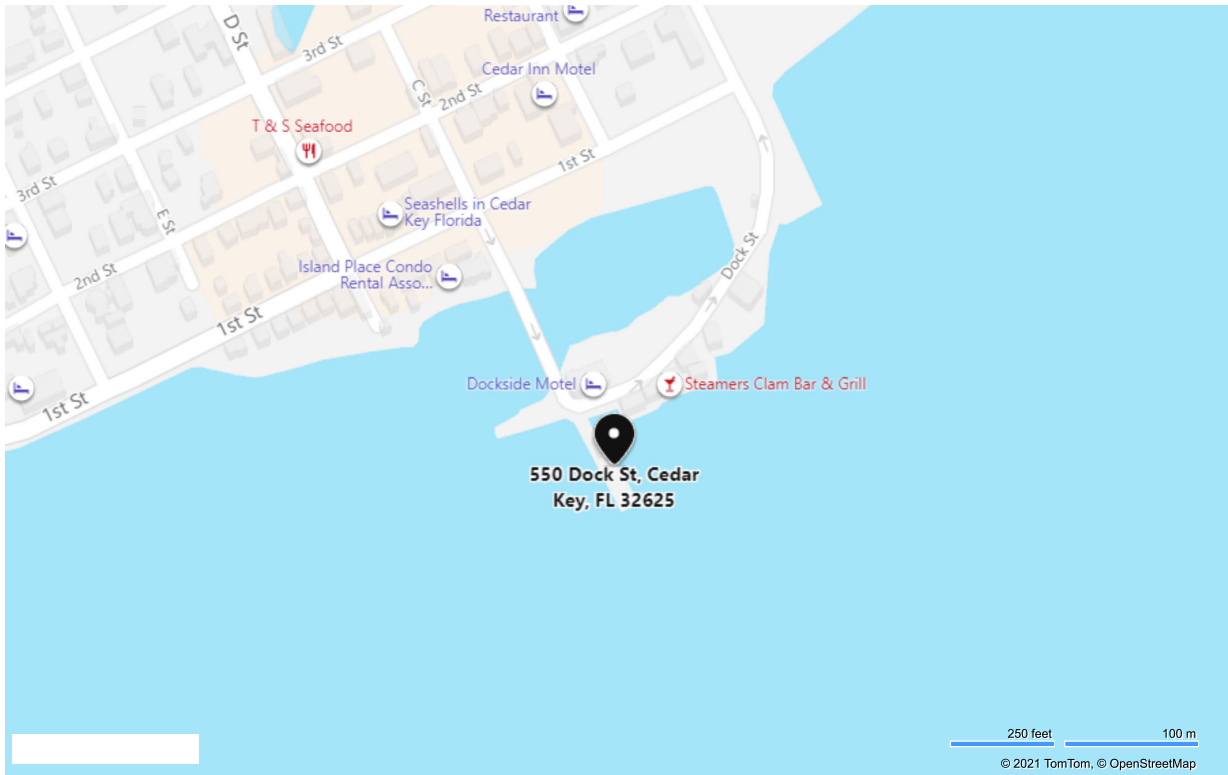
\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

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



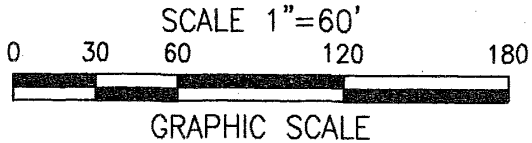
**550 Dock St, Cedar Key, FL 32625**

**Location:** 29.13413, -83.030883





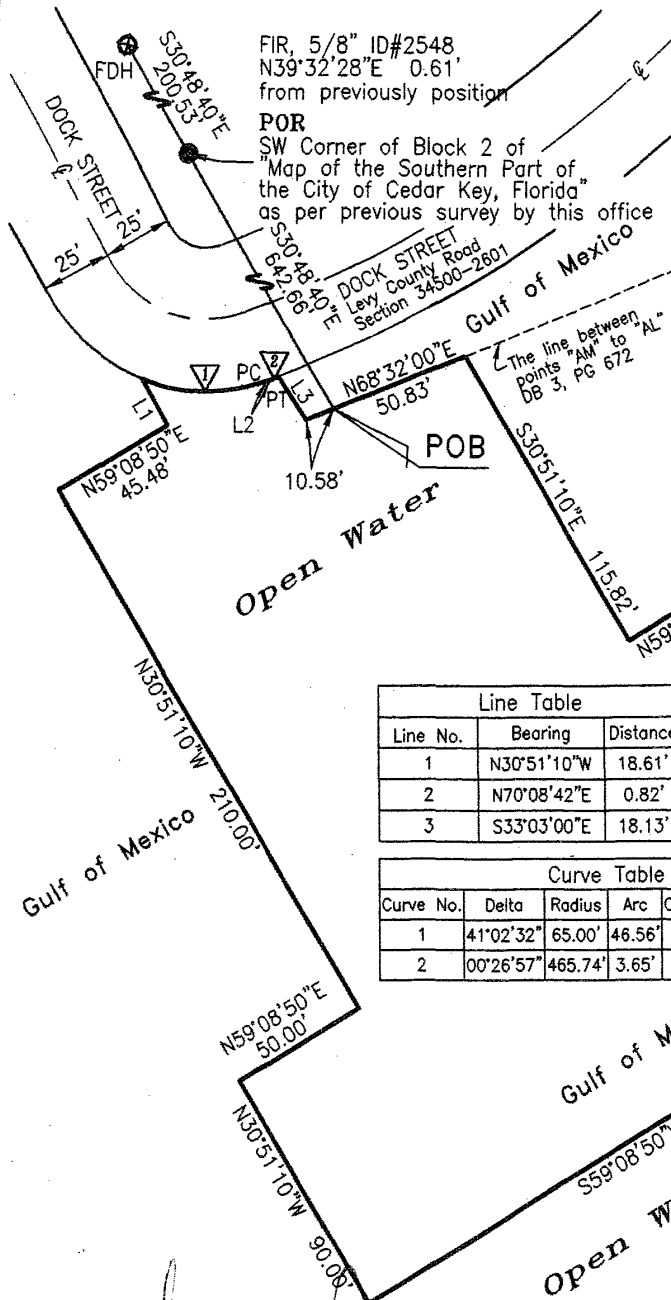
BOUNDARY SURVEY for: LEVY COUNTY COMMISSION  
 IN: Section 32, Township 15 South, Range 13 East



DESCRIPTION:

A portion of Section 32, Township 15 South, Range 13 East, Levy County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of Block 2 of "Map of the Southern Part of the City of Cedar Key, Florida" subdivision as recorded in Plat Book 1, page 3 of the Public Records of Levy County, Florida; Thence run S30°48'40"E, along a Southerly projection of the Easterly right-of-way line of "C" Street as shown on said plat, a distance of 642.66 feet more or less to an intersection with the Southerly line of that parcel described in Deed Book 3, page 672 of the Public Records of Levy County, (said line being referred to as the line from Point "AL" to Point "AM" in said deed) and the POINT OF BEGINNING; thence N68°32'00"E, along said Southerly line of said parcel described in Deed Book 3, page 672, a distance of 50.83 feet; thence S30°51'10"E, 115.82 feet; thence N59°08'50"E, 50.00 feet; thence S30°51'10"E, 150.00 feet; thence S59°08'50"W, 250.00 feet; thence N30°51'10"W, 90.00 feet; thence N59°08'50"E, 50.00 feet; thence N30°51'10"W, 210.00 feet; thence N59°08'50"E, 45.48 feet; thence N30°51'10"W, 18.61 feet to an intersection with the Southwesterly right-of-way line of Levy County Road Section No. 34500-2601 and a point on a non-tangent curve, concave northerly and having a radius of 65.00 feet; thence southeasterly along the arc of said right-of-way curve 46.56 feet through a central angle of 41°02'32", said curve having a chord bearing of S89°20'02"E, a distance of 45.57 feet to the point of tangency; thence N70°08'42"E, along said right-of-way line, a distance of 0.82 feet to the point of curvature of a right-of-way curve concave northerly and having a radius of 465.74 feet; thence easterly along the arc of said right-of-way curve a distance of 3.65 feet through a central angle of 00°26'57", said curve having a chord bearing of N65°55'14"E, a distance of 3.65 feet; thence S33°03'00"E departing from said right-of-way line, a distance of 18.13 feet to an intersection with the line from Point "AM" to Point "AL" as referred to in Deed Book 3, page 672; thence N68°32'00"E, a distance of 10.58 feet to the POINT OF BEGINNING.  
 Containing 1.27 Acres, more or less.



Line Table		
Line No.	Bearing	Distance
1	N30°51'10"W	18.61'
2	N70°08'42"E	0.82'
3	S33°03'00"E	18.13'

Curve Table					
Curve No.	Delta	Radius	Arc	Chord Bearing	Chord
1	41°02'32"	65.00'	46.56'	S89°20'02"E	45.57'
2	00°26'57"	465.74'	3.65'	N65°55'14"E	3.65'

2017 JUN 28 PM 1:31  
 NORTH  
 DEPT  
 NORTHEAST DISTRICT  
 RECEIVED

LEGEND:

- FIR, indicates Found 5/8" Iron Rod, ID#2548
- ⊗ FDH, indicates Found Drillhole in concrete, no ID
- DB indicates Deed Book
- PG indicates Page

Field Book 209, Pages 32-40  
 Field Work Completed: October 28, 2008

*Harold Lee Mills* 2/20/09  
 Harold Lee Mills, P.L.S. Date:  
 Professional Surveyor and Mapper  
 Florida Certification No. 2979  
 Certificate of Authorization No. 2583

**MILLS ENGINEERING COMPANY**  
 ENGINEERING - LAND SURVEYING  
 604 East Hathaway Avenue - Post Office Box 778  
 BRONSON, FLORIDA 32621  
 Telephone: (352) 486-2872

DATE: February 19, 2009	PROJECT NUMBER: 2008038
DRAWN BY: LDN	SHEET 1 of 2



DB 55  
131

DEED

THIS INDENTURE, Made this 27th day of April, A. D. 1954, between H. B. ROGERS and wife, MAY ROGERS, whose address is Cedar Key of the County of Levy and State of Florida, parties of the first part, and LEVY COUNTY, a political subdivision of the State of Florida, party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) dollars and other valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and transferred, and by these presents do grant, bargain, sell, and transfer unto the said party of the second part, and its successors and assigns forever, all that certain parcel of land lying and being in Cedar Key, County of Levy and State of Florida, more particularly described as follows to-wit:



Beginning at a point on the south side of the intersection of a southerly extension of C street in the town of Cedar Key and the old Seaboard Air Line Railway Company's 16 foot track described in Deed Book 30, page 136, Public Records of Levy County, Florida, run in a southerly direction on the easterly side of C street extended 36 feet; thence at a left angle to C street extended 35 feet easterly; thence at a left angle 35 feet northerly; thence 224 feet east; thence at a left angle 5 feet, more or less, in a northerly direction to the south side of the said old Seaboard Air Line Railway property described in Deed Book 30, page 136, and thence westerly along the south boundary of said old Seaboard Air Line Railway property a distance of 259 feet, more or less, to the point of beginning.

The aforesaid description is contained in, and is a part of, the following described real property, to-wit:

-4-

Beginning at a point 1100 feet, more or less, south-westerly from the intersection of the south line of second street with the center of the main track of the Florida Railway as originally constructed and 6 feet, more or less, southerly measured radially from the center of the wharf track formerly owned by the Seaboard Air Line Railway Company at said Cedar Key, and running thence in a southwesterly direction for a distance of 68 feet, more or less, to a point that is 8 feet southerly measured radially from the center of the said wharf track; thence in a southerly direction for a distance of 69 feet; thence at right angles in an easterly direction for a distance of 63 feet; thence at right angles in a northerly direction for

a distance of 95 feet to the point of beginning; containing 5,166 square feet and being a portion of that certain submerged area which was conveyed by Cedar Key Town Company to the Seaboard Air Line Railway Company by deed dated July 22, 1909, recorded in Deed Book 3, page 672, records of said Levy County; said track of said land being occupied by a fish house on pile foundation used at present by the Union Fish Company. Recorded in Deed Book 49, page 314, Public Records of Levy County Florida, AND

-B-

Beginning at the intersections of a southeasterly extension of the easterly line of C street with Railways southerly property line; running thence in a northeasterly direction along said property line for a distance of 190 feet, more or less, to a point in a southeasterly extension of H. B. Rogers' west line, thence at right angles in a southeasterly direction along the westerly line of that certain parcel of submerged land conveyed to H. B. Rogers by Seaboard Air Line Railway Company, et al by deed dated March 7, 1934 to a point radially and southern from center line of the wharf track; thence in a southwesterly direction by a curved line concentric with said wharf track for a distance of 200 feet, more or less, to a point in said southeasterly extension of easterly line of C street; thence in a northwesterly direction along said extension of C street for a distance of 50 feet, more or less, to the point of beginning; containing 12,350 square feet, more or less, at Cedar Key, Fla. Recorded in Deed Book 49, page 599, Public Records of Levy County Florida.

It is the intent of the grantors herein to convey to the said County of Levy all of that parcel of land now occupied by the public dock in Cedar Key, Florida, presently maintained by said Levy County, which is situated on and upon the aforesaid real property of the grantors.

TOGETHER with all the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest, and estate, dower and right of dower, reversion, remainder, and easement thereto belonging or in any wise appertain; TO HAVE AND TO HOLD the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all incumbrances, and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

H. B. Rogers (SEAL)  
H. B. Rogers

May Rogers (SEAL)  
May Rogers

Signed, sealed, and delivered  
in our presence:

Engene D. Drew  
E. D. Drew

STATE OF FLORIDA  
COUNTY OF LEVY

I HEREBY CERTIFY, That on this 27th day of April, A. D. 1954 before me personally appeared H. B. Rogers and wife, May Rogers to me known to be the persons described in and who executed the foregoing conveyance to Levy County, a political subdivision of the State of Florida, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said May Rogers, the wife of the said H. B. Rogers, on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed for the purpose of renouncing, relinquishing, and conveying all her right, title, and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily and without any constraint, fear, apprehension, or compulsion of or from her said husband.

WITNESS my signature and official seal at Cedar Key in the County of Levy and State of Florida, the day and year last afore-  
said.



E. D. Drew (SEAL)  
Notary Public, State at Large,  
my commission expires the 31st  
day of April, 1954

70717  
Filed in the office of the Clerk of the Circuit  
Court of the County of Levy, State of Florida  
by E. D. Drew Notary on the 27  
day of April, A. D. 1954  
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on page       

Witness my hand and seal here above.  
Ernest D. Drew  
Clerk of the Circuit Court  
Harold King



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