

This Instrument Prepared By:

Sue Jones

Action No. 46836

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  
AND MODIFICATION TO ADD SPECIAL LEASE CONDITION

BOT FILE NO. 500224016

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 City of Pahokee, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 18, Township 42 South, Range 37 East, in Lake Okeechobee, Palm Beach County, Florida, containing 584,954 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 17, 2015.

TO HAVE THE USE OF the hereinabove described premises from May 13, 2023, the effective date of this modified lease renewal, through May 13, 2033, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 112-slip marginal docking facility with boat ramps, boat lifts, a fishing pier and a breakwater to be used exclusively for mooring of governmental, vessels, commercial fishing charters, tour vessels and recreational vessels in conjunction with an upland 112-unit dry storage facility, public recreational development, including a campground, restaurant and boat repair facilities, 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 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 50-0129049-001-EI, dated April 10, 1998, Modified Permit No. 50-012-049-003, dated February 22, 2001, Modified Permit No. 50-012-049-013, dated January 12, 2007, and Environmental Permit No. 50-0302773, dated November 25, 2015 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 permits 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(32), 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:

City of Pahokee  
207 Begonia Dr  
Pahokee , FL 33476

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 CONDITIONS:

A. 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).

B. The Lessee shall develop and implement a Florida Fish and Wildlife Conservation Commission (FWC) approved marina educational program (which includes, at a minimum, permanent manatee educational signs, speed zone booklets, and manatee education brochures) at a centralized display no later than 30 days prior to completion of construction of the docking facility. The Lessee must maintain this education program during the term of this lease and all subsequent renewal terms. The Lessee will be responsible for the cost of the educational materials. The Lessee shall develop this educational program with the assistance of FWC. FWC shall approve this educational plan prior to its implementation. Marina educational program guidelines can be found at <http://myfwc.com/manatee/signs/Educationplan.pdf>, or can be obtained from FWC. Contact the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section at 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600 (850-922-4330)

C. The Lessee shall prohibit mooring, on either a temporary or permanent basis, to the northeastern rock breakwater, access walkway or terminal platform of the fishing pier. To ensure compliance, the Lessee shall place and maintain signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

D. 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.

E. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

F. The Lessee and marina operations staff shall inform all wet slip occupants in writing of the availability and requirement to use the sewage pumpout facilities provided on the uplands.

G. For vessels with functional heads without holding tanks, the Lessee shall affix an approved seal (e.g., the type used on water meters) on the closed sea cock of each liveaboard vessel that will remain in the wet slip for more than seven consecutive days. The Lessee shall inspect these seals each 30 days (to assure that the sea cock remains closed) and record this in a log which will remain available for inspection by regulatory agencies, during normal working hours.

The Log entries shall include the following:

- a. date of inspection;
- b. an entry that the seal has remained intact;
- c. identification of the vessel (e.g., name, number); and
- d. signature of the inspector

*[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: \_\_\_\_\_

Callie DeHaven, Director, 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 or \_\_\_ online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by Callie DeHaven, Director, 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:

3/8/2023

DEP Attorney

Date

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

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

My Commission Expires:

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

WITNESSES:

City of Pahokee, Florida (SEAL)

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

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

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

Keith W. Babb  
Typed/Printed Name of Executing Authority

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

Mayor  
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 Keith W. Babb as Mayor, for and on behalf of City of Pahokee, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

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

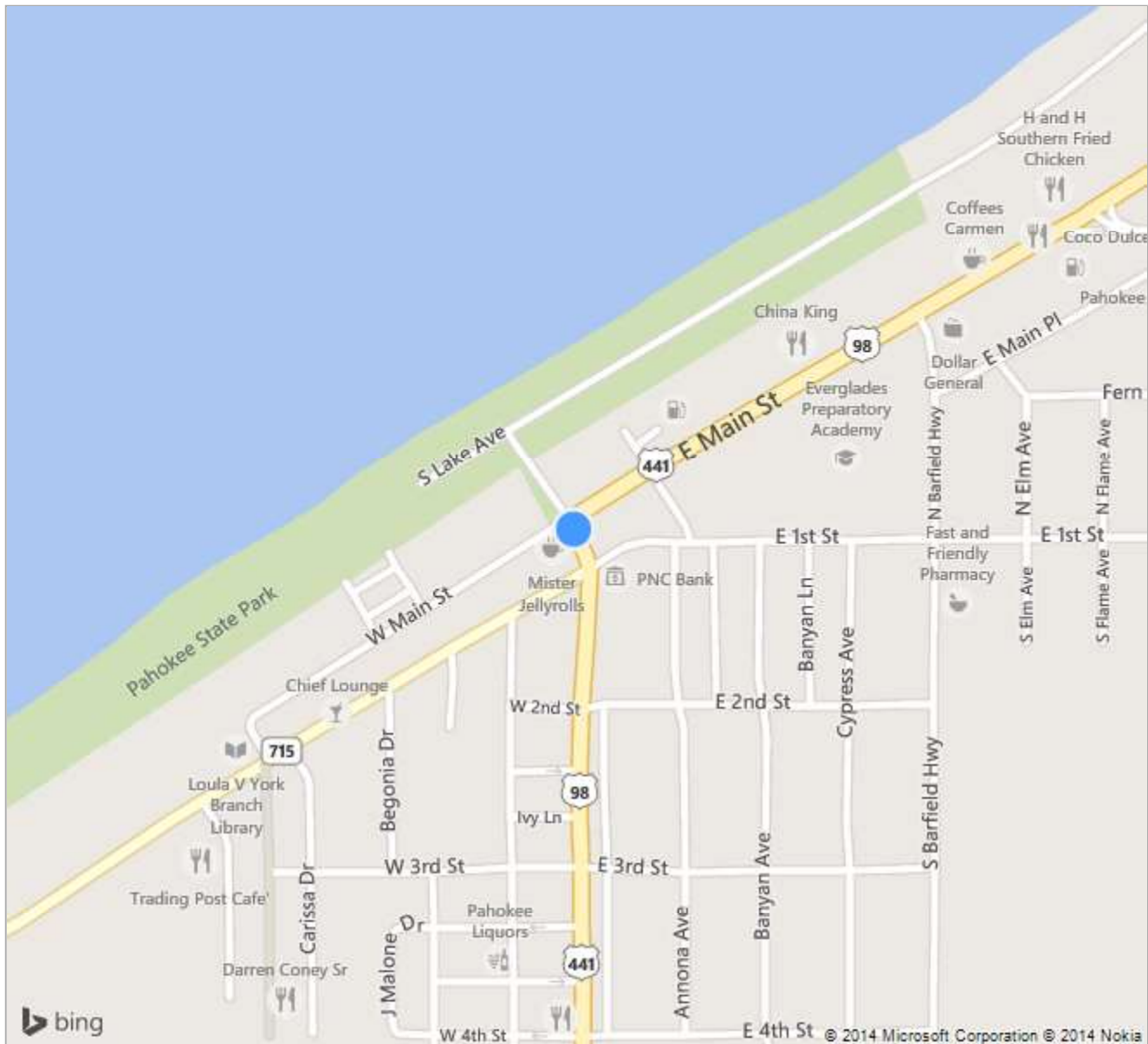
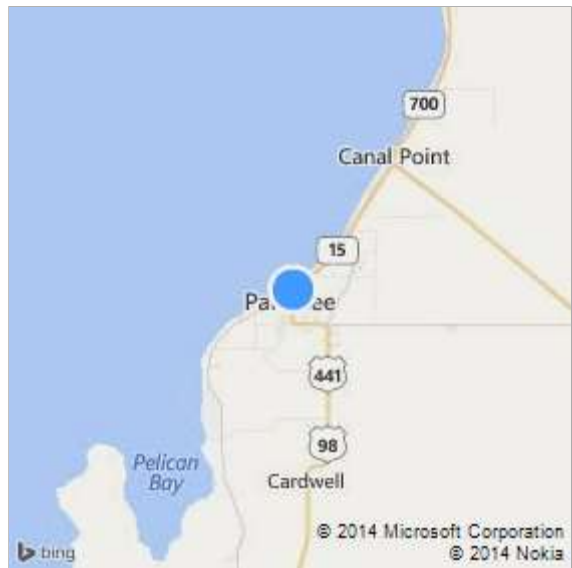
Notary Public, State of \_\_\_\_\_

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

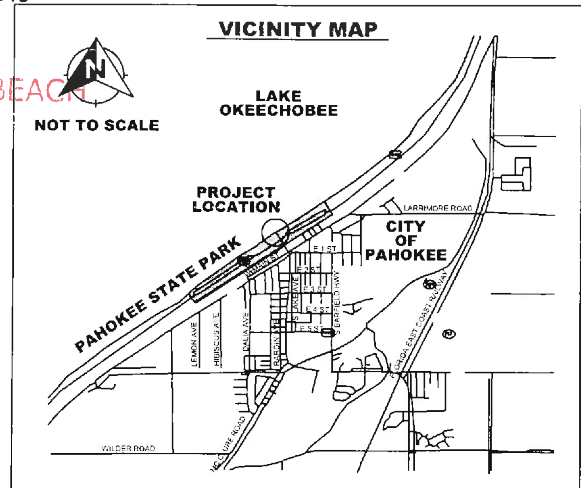
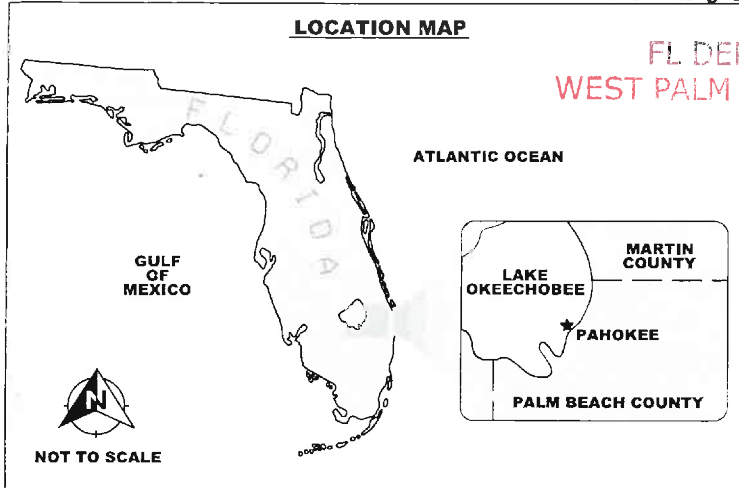
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Printed, Typed or Stamped Name



190 N Lake Ave, Pahokee, FL 33476



NOV 19 2015



**LEGAL DESCRIPTION**

A PORTION OF SUBMERGED LAND LYING IN LAKE OKEECHOBEE AND NORTHERLY OF FRACTIONAL SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, CITY OF PAHOKEE, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN INTERSECTION OF THE WATERS EDGE OF LAKE OKEECHOBEE AND A LINE PARALLEL WITH AND OFFSET SOUTHWESTERLY 80.00 FEET, AS MEASURED AT RIGHT ANGLES, TO THE SOUTHWESTERLY BULKHEAD (BREAKWATER) LINE OF THE CITY OF PAHOKEE MARINA; THENCE ALONG SAID PARALLEL LINE ON AN ASSUMED BEARING OF N 33°03'31" W, FOR A DISTANCE OF 417.8 FEET MORE OR LESS, TO A POINT ON A LINE, SAID LINE BEING THE SOUTHWESTERLY EXTENSION OF A LINE OFFSET NORTHWESTERLY 25.00 FEET, AS MEASURED AT RIGHT ANGLES, TO THE NORTHWESTERLY BULKHEAD (BREAKWATER) LINE OF SAID CITY OF PAHOKEE MARINA; THENCE N 56°53'48" E, ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 1306.0 FEET; THENCE S 33°03'31" E FOR A DISTANCE OF 479.4' MORE OR LESS TO THE EDGE OF WATER OF SAID LAKE OKEECHOBEE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID WATERS EDGE A DISTANCE OF 1375.0 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 13.429 ACRES (584,954 SQ.FT.), MORE OR LESS.

**NOTES:**

1. REFER TO SEA DIVERSIFIED, INC., PROJECT NUMBER 15-2999 (ORIGINAL P.N. 04-544).
2. THIS SPECIAL PURPOSE SURVEY IS FOR A MODIFICATION TO LEASE NO. 500224016 FOR THE RECONFIGURATION OF THE NORTH BREAKWATER AND ADDITION OF ROCK WAVE ATTENUATION SYSTEMS.
3. PLANE COORDINATES PROVIDED HEREON ARE IN FEET AND RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83), TRANSVERSE MERCATOR PROJECTION FOR FLORIDA, EAST ZONE (0901).
4. RIGHTS-OF-WAY INFORMATION WAS OBTAINED FROM THE UNITED STATES CORPS OF ENGINEERS CONTROL MAPS ENTITLED, "HERBERT HOOVER DIKE LEVEE D9 CONTROL", DATED JANUARY 1968, D. O. FILE NO. 400-30,220, SHEETS 16 & 17.
5. THE FOLLOWING SKETCH HAS BEEN PREPARED TO DEPICT THE LOCATION OF THE EXISTING AND PROPOSED MARINA IMPROVEMENTS (FDEP FILE NUMBER 50-0129049-009) RELATIVE TO THE EXISTING PERMIT AREA ISSUED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA TO THE CITY OF PAHOKEE AS RECORDED IN DEED 1164, PAGE 464, PALM BEACH COUNTY RECORDS.
6. THIS IS NOT A BOUNDARY SURVEY. THIS IS A FIELD SURVEY WITH FIELD MEASUREMENTS OBTAINED AS REQUIRED TO SATISFY THE REQUIREMENTS OF SLER 0950.
7. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*William T. Sadler Jr.*  
11/18/15  
WILLIAM T. SADLER JR., P.E., P.S.M.  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NUMBER 5859  
SEA DIVERSIFIED, INC.  
FLORIDA AUTHORIZATION NUMBER LB7342

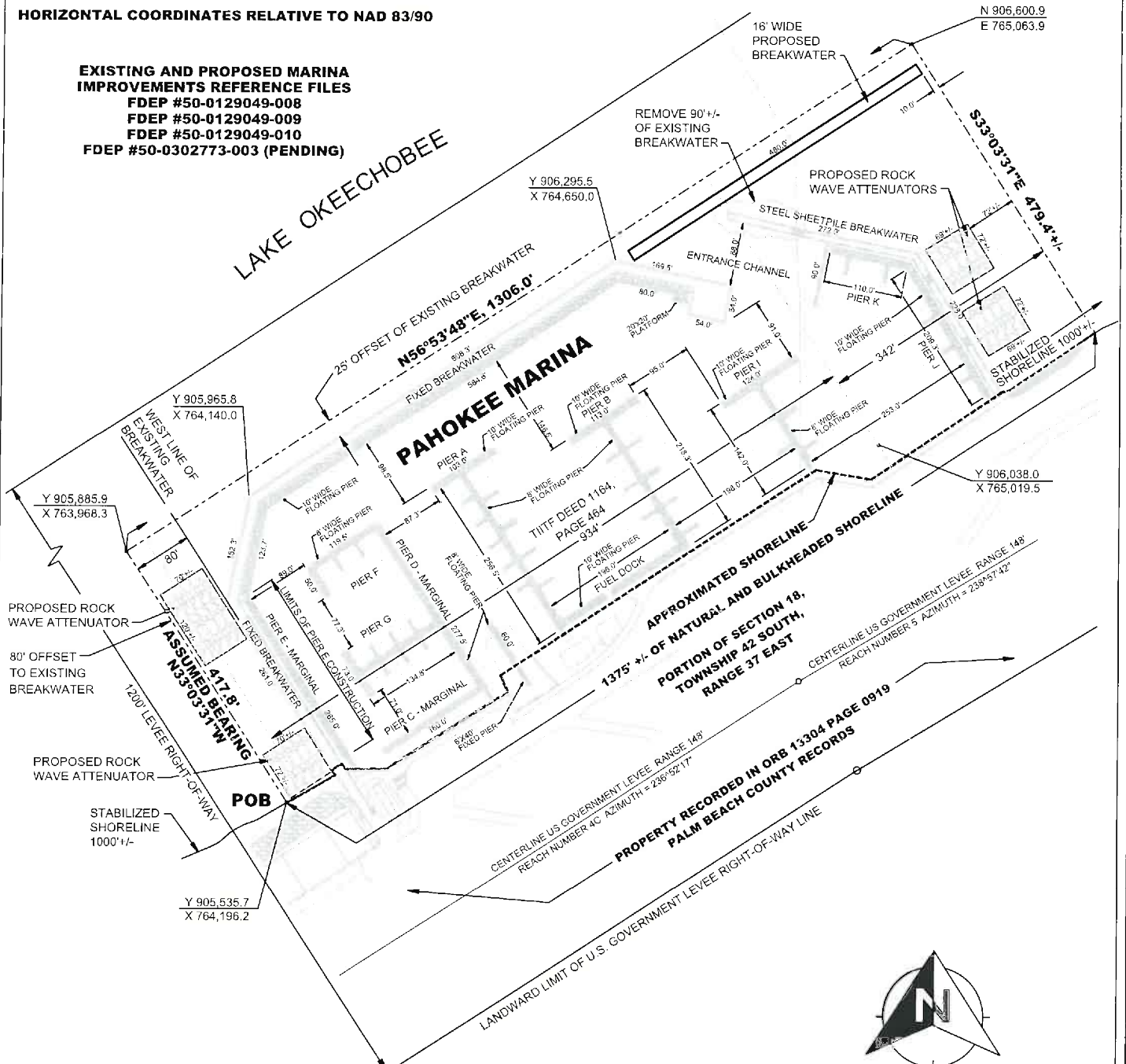
CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

<p><b>SPECIFIC PURPOSE SURVEY</b></p> <p><b>SUBMERGED LAND LEASE MODIFICATION</b></p> <p><b>CITY OF PAHOKEE MARINA</b></p> <p><b>PALM BEACH COUNTY, FLORIDA</b></p>	<p>Prepared for: <b>CITY OF PAHOKEE</b> 171 NORTH LAKE AVENUE PAHOKEE, FLORIDA 33476</p>	 <p><b>SEA DIVERSIFIED, INC.</b> 21 NW 2nd STREET Delray Beach, Florida 33444</p> <p>561-243-4920</p>	
	<p>Revisions:</p> <p>NOV. 24, 2006-MODIFIED MARINA DESIGN</p> <p>MAY 18, 2015-UPDATE LEASE, BREAKWATER MOD. AND WAVE ATTENUATORS</p> <p>AUG. 21, 2015. UPDATE LEASE PER FDEP COMMENTS</p> <p>NOV. 17, 2015 - MODIFY LEASE DESCRIPTION</p>		
	<p>Orig. Date: <b>FEB. 2005</b></p> <p>Updated: <b>MAY 2015</b></p> <p>Checked by: <b>W.T.S.</b></p> <p>Scale: <b>N.T.S.</b></p>		<p>Sheet:</p> <p><b>1 OF 2</b></p> <p>CADD ID:</p>

HORIZONTAL COORDINATES RELATIVE TO NAD 83/90

**EXISTING AND PROPOSED MARINA IMPROVEMENTS REFERENCE FILES**  
**FDEP #50-0129049-008**  
**FDEP #50-0129049-009**  
**FDEP #50-0129049-010**  
**FDEP #50-0302773-003 (PENDING)**

LAKE OKEECHOBEE




**ABBREVIATIONS**

**POB-POINT OF BEGINNING**  
**ORB-OFFICIAL RECORDS BOOK**  
**PSM-PROFESSIONAL SURVEYOR AND MAPPER**  
**NGVD-NATIONAL GEODETIC VERTICAL DATUM, 1929**  
**DEP-DEPARTMENT OF ENVIRONMENTAL PROTECTION**



**DIMENSIONS OF EXISTING STRUCTURES NOT FIELD VERIFIED**

<p><b>SPECIFIC PURPOSE SURVEY</b></p> <p><b>SUBMERGED LAND LEASE MODIFICATION</b></p> <p><b>CITY OF PAHOKEE MARINA</b></p> <p><b>PALM BEACH COUNTY, FLORIDA</b></p>	<p><b>Prepared for:</b>  <b>CITY OF PAHOKEE</b>  <b>171 NORTH LAKE AVENUE</b>  <b>PAHOKEE, FLORIDA 33476</b></p>	 <p><b>SEA DIVERSIFIED, INC.</b>  <b>21 NW 2nd STREET</b>  <b>Delray Beach, Florida 33444</b></p> <p><b>561-243-4920</b></p>
	<p><b>Revisions:</b></p> <p>NOV. 24, 2008-MODIFIED MARINA DESIGN</p> <p>MAY 18, 2015-UPDATE LEASE, BREAKWATER MOD. AND WAVE ATTENUATORS</p> <p>SEPT. 2015-ADD STRUCTURE DIMENSIONS</p> <p>-ADD APPROXIMATE SHORELINE</p> <p>NOV. 17, 2015-MODIFY LEASE BOUNDARY</p>	
	<p><b>Orig. Date:</b> FEB. 2005</p> <p><b>Updated:</b> MAY 2015</p> <p><b>Checked by:</b> W.T.S.</p> <p><b>Scale:</b> 1" = 200'</p>	<p><b>Sheet:</b></p> <p style="text-align: center; font-size: 2em;"><b>2 OF 2</b></p> <p><b>CADD ID:</b></p>

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

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LEASE AGREEMENT

(1) 3471

No. 3471

The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by local governments which may properly use and possess them for the benefit of the people of the State of Florida as specified in the following lease.

This agreement is made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as LESSOR, and the City of Pahokee, as LESSEE.

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The Lessor does hereby lease to the Lessee the following described property in the County of Palm Beach, State of Florida, together with the improvements thereon, as applicable, and subject to all existing encumbrances, viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of Thirty (30) years for development and management for public outdoor recreation and related purposes.

2. The Lessee shall, through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

3. The Lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

4. A Management Plan for this tract shall be prepared by the Lessee, in accordance with Section 253.034, Florida Statutes, within 12 months of the execution date of this Lease and shall be submitted

to the Board for approval through State Lands, acting as agent for the Board. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by the Lessee and the Board at least every five (5) years. The Lessee shall not use or alter the property except as provided for in the approved Management Plan without the advance written approval of State Lands, as agent for the Board.

5. The Lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the Lessee, or its subagent when applicable, in any matter pertaining to this agreement.

6. The Lessee hereby agrees, immediately upon execution of this Lease Agreement, to bind adequate fire, extended risk and liability insurance coverage from a financially-responsible insurer duly authorized to do business in the State of Florida, and will at that time notify the Lessor in writing of the amount of coverage, the insurance agent and company writing the coverage, which will be submitted to the following: Bureau of State Lands Management, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303. Lessee will make arrangements with the insurance agent to have the Lessor annually receive a copy of the issued insurance policy. Lessee further agrees to immediately notify the Lessor and the insurance agent of any erection or removal of any building or other improvement on subject land and any changes affecting the value of any improvements and to request said agent to make adequate changes in the coverage to reflect the changes in value. Said Lessee agrees to be financially responsible for any loss due to failure to obtain adequate insurance coverage.

7. The Lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the Lessor from any and all claims, actions, lawsuits and demands of any kind or nature arising out of

this agreement to the extent allowable by law.

8. The Lessee agrees to 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.

9. The lessee shall not discriminate against any person or persons because of race, creed, color, sex, national origin or location of residency in the conduct of its operations hereunder.

10. This agreement is for the purposes specified herein, and subleases of any nature, are prohibited, unless previously authorized by the Lessor.

11. This lease agreement may be terminated by mutual agreement of the parties hereto. However, the lease agreement shall be terminated at the option of the Lessor when and if the said premises, including land and improvements, shall cease to be used for outdoor recreation purposes. The Lessee shall upon termination surrender the premises.

12. Upon cessation of occupation of said property, the Lessee agrees to leave all fixed improvements for the use of the Lessor and to put no claim upon said fixed improvements. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the Lessee, payable upon demand of the Lessor.

13. The Lessee hereby agrees to require that, in the event no further use of this parcel or any part thereof is needed, the lessee shall give notification to the Division of State Lands, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303 at least six (6) months prior to the release of any or all of the premises. Notification will include a legal description, the lease number, and an explanation of the release.

No. 3471

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 15<sup>th</sup> day of December, A.D. 1986.

Approved as to Form and  
Legality

By: Dary L. Heiser

Approved for Compliance  
with Chapter 253.03, F.S.

By: Steve Colaw

Betty J. Meloy  
WITNESS

Conroy S. Mahoney  
WITNESS

By: [Signature]  
EXECUTIVE DIRECTOR, DEPARTMENT  
OF NATURAL RESOURCES AS AGENT  
FOR THE BOARD OF TRUSTEES OF  
THE INTERNAL IMPROVEMENT TRUST  
FUND OF THE STATE OF FLORIDA

By: Alvin Davis  
Title: Acting Mayor  
FOR THE CITY OF PAHOKEE

EXHIBIT "A"

A tract of land describing all that portion of the Herbert Hoover Dike Levee D-9 lying between the southeasterly right of way line and the waters of Lake Okeechobee from station 108+69.5 to station 163+06.5, all according to the right of way map prepared by the Central and Southern Florida Flood Control District, DWG. No. L-D9-2, more particularly described as follows:

Commencing at the Southwest Corner of fractional Section 18, Township 42 South, Range 37 East, Palm Beach County, Florida; thence North 0° 26' 16" West, along the West line of said Section 18, a distance of 1910.19 feet to a point on the southeasterly right of way line of the Herbert Hoover Dike Levee D-9, a works of the Central and Southern Florida Flood Control District, as now laid out and in use, said point being station 99+65.03; thence North 57° 00' 48" East, along the said right of way line, a distance of 904.47 feet to the Point of Beginning, said point being station 108+69.50; thence continue North 57° 00' 48" East, along the said right of way line, a distance of 3486.18 feet to a point, said point being station 143+55.68; thence North 59° 06' 15" East, along the said right of way line, a distance of 1950.82 feet to a point, said point being station 163+06.50; thence North 30° 53' 45" West, to the waters edge of Lake Okeechobee; thence in a southwesterly direction, along the waters edge of Lake Okeechobee, to a point on a line (said line bearing North 32° 59' 12" West from the Point of Beginning above described); thence South 32° 59' 12" East to the Point of Beginning, said point being station 108+69.50. Containing 30 acres, more or less.

NO. 3471  
EXHIBIT A  
PAGE 1 OF 1



(2) 3471

ATL8101

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

AMENDMENT NO. 1 TO LEASE NUMBER 3471

THIS LEASE AMENDMENT is entered into this 2nd day of June, 1994, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the CITY OF PAHOKEE, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 15, 1986, LESSOR and LESSEE entered into Lease No. 3471;

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit A of Lease No. 3471 is hereby amended to include the real property described in Exhibit "A", a copy of which is attached hereto and by reference made a part hereof.

2. The following special conditions are understood and agreed by the LESSOR and LESSEE:

- A. LESSEE shall develop, at its expense, ten (10) camp sites on the herein described lease premises. These sites will be grouped at the northern end of the camping area and shall be restricted to non-motorized users. This camping area should only be

cleared to the degree necessary to support a tent pad and picnic table, and should be placed radiant to a centralized picnic shelter. Potable water and a convenient rest room facility is to be constructed on site. An specific area shall be designated in the event of an overflow of non-motorized campers.

B. LESSEE shall provide parking for trail users at some designated trailhead site, to be located adjacent to main the access road leading to the Hoover Dike. The LESSEE shall construct a sign designating the area as a trailhead site and informing visitors of available parking.

C. LESSEE shall plan the remaining camping area for vehicular campers so that travel on the top of the Hoover Dike within the camping area is kept to a minimum, so as to minimizes conflict with the non-motorized users.

3. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease No. 3471 except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

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

Odessa Hunter  
Witness  
Odessa Hunter  
Printed/typed  
Glenn Krosby  
Witness  
Gloria Maddox  
Printed/typed

By: Daniel T. Crabt (SEAL)  
CHIEF, BUREAU OF LAND  
MANAGEMENT SERVICES, DIVISION  
OF STATE LANDS, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

2nd The foregoing instrument was acknowledged before me this  
day of April, 1994 by Daniel T. Crabb, as Chief,  
Bureau of Land Management Services, Division of State Lands,  
Department of Environmental Protection, who is personally known  
to me and who did not take an oath.

My Commission Expires:



SYLVIA Y. SCOTT  
MY COMMISSION # CC295550 EXPIRES  
JULY 25, 1997  
BONDED THROUGH TRAVELERS INSURANCE, CO.

Sylvia Y. Scott  
Notary Public, State of Florida  
Printed, typed or stamped name:  
Sylvia Y. Scott  
CC295550  
(Serial Number, if any)

Approved as to Form and Legality

By: [Signature]  
DEP Attorney

CITY OF PAHOKEE

[Signature]  
Witness  
KENNETH M. SCHENCK JR.  
Printed/typed  
[Signature]  
Witness  
GAILE P. GUNAWA  
Printed/typed

By: [Signature] (SEAL)  
Its: MAYOR

"LESSEE"

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  
16th day of May, 1994 by Ramon Horta, Jr.  
as Mayor of Pahokee, who is personally known to  
me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

Debra Palmer  
Notary Public, State of Florida  
Printed, typed or stamped name:  
Debra Palmer  
Notary Public, State of Florida  
My Commission Expires Oct. 4, 1994 CC052991  
(Serial Number, if any)

EXHIBIT "A"

Legal Description of the Leased Property

A parcel of land lying within the United States Levee Right-of-Way of Lake Okeechobee, said land situate in Section 13, Township 42 South, Range 36 East; and Section 18, Township 42 South, Range 37 East, City of Pahokee, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 13: thence north 00 degrees 41' 02" west along the east line of said Section 13, a distance of 1954.38 feet to the point of beginning; thence south 56 degrees 56' 31" west, a distance of 1328.40 feet; thence north 33 degrees, 29' 54" west, a distance of 352.17 feet; thence north 58 degrees 49' 58" east along the shore line of said Lake Okeechobee, a distance of 1523.33 feet to a point on the said east line of Section 13 and the west line of said Section 18; thence continue along said line north 54 degrees 27' 10" east, a distance of 695.07 feet; thence south 32 degrees 53' 04" east, a distance of 334.56 feet; thence south 57 degrees 06' 09" west, a distance of 884.80 feet to a point on the said west line of Section 18 and the point of beginning of the herein described parcel.

Said parcel containing 16.49 acres, more or less.

(2) 3471

ATL1

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

AMENDMENT NUMBER 2 TO LEASE NUMBER 3471

CITY CAMPGROUND

THIS LEASE AMENDMENT is entered into this 23rd day of August, 2021, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the CITY OF PAHOKEE, FLORIDA, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 15, 19986, LESSOR and LESSEE entered into Lease Number 3471; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to extend the period of the lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Paragraph 1 of the lease is hereby amended to extend the period of the lease for an additional fifteen (15) years from December 16, 2016 through December 15, 2031.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 3471, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

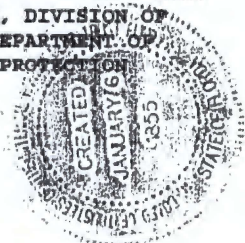
IN WITNESS WHEREOF, the parties have caused this Lease  
Amendment to be executed on the day and year first above written.

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

Judy Woodard  
Witness  
Judy Woodard  
Print/Type Witness Name  
Frederica W. Jones  
Witness  
Frederica W. Jones  
Print/Type Witness Name

By: Gloria C. Nelson (SEAL)  
GLORIA C. NELSON, OPERATIONS  
AND MANAGEMENT CONSULTANT  
MANAGER, BUREAU OF PUBLIC LAND  
ADMINISTRATION, DIVISION OF  
STATE LANDS, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

"LESSOR"



STATE OF FLORIDA  
COUNTY OF LEON

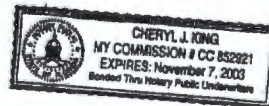
The foregoing instrument was acknowledged before me this  
23rd day of August, 2001, by Gloria C. Nelson,  
Operations and Management Consultant Manager, Bureau of Public  
Land Administration, Division of State Lands, Florida Department  
of Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida. She is personally known to me.

Cheryll J. King  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: Larry H. Allen  
DEP Attorney

CITY OF PAHOKEE, FLORIDA, BY ITS  
BOARD OF CITY COMMISSIONERS

[Signature]  
Witness

KEN SCHENCK  
Print/Type Witness Name

[Signature]  
Witness

Shelia Sanchez  
Print/Type Witness Name

STATE OF Florida  
COUNTY OF Duval

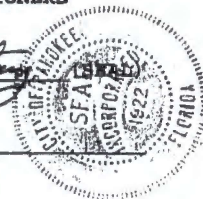
The foregoing instrument was acknowledged before me this  
21 day of August, 2001, by Roy Singletary  
as Mayor, on behalf of The City of Pahoee  
He/she is personally known to me.

By: [Signature]

ROY SINGLETARY  
Print/Type Name

Title: MAYOR

"LESSEE"



[Signature]  
Notary Public, State of Florida

Debra Palmer  
Print/Type Notary Name

Commission Number:

Commission Expires:



Debra Palmer  
MY COMMISSION # CC75437 EXPIRE  
December 14, 2002  
BONDED THROUGH TROY PAW INSURANCE, INC.