

January 6, 2016

Ms. Darcie McGee  
Brevard County Natural Resources Management Department  
2725 Judge Fran Jamieson Way  
Building A  
Viera, FL 32940

**RECEIVED**  
JAN 11 2016  
BREVARD COUNTY  
NATURAL RESOURCES MGT

Re: Brevard County MPP Review  
Hampton Associates Dock  
Parcel # 28-38-20-00-00006.0-0000.00  
US Highway 1, Melbourne Beach, Florida  
AES File No. 15147

Dear Ms. McGee:

Atlantic Environmental Solutions, Inc. (AES) is requesting a Brevard County Manatee Protection Plan (MPP) review on behalf of Mr. Ed Harley and Hampton Associates, Ltd, the owner of the property. The owners would like to obtain the consistency review to assist in the sale of his property at a later date. Details regarding the project are found below.

A property was originally developed in the early 1980's as a multi-family development. A dock was constructed at this time. According to an aerial review, the dock was in place prior to 1984. The dock has not changed configuration since then.

The dock currently has 42 slips and extends approximately 471 feet from the shoreline. Attached are several figures showing the dock and configuration. The structure did not require a permit from FDEP or USACE since it was constructed prior to the existing rules. However, the owner does have a current submerged land lease (Lease # 050002964). This lease requires at least half of the slips be available to the public for rent.

Lastly, a submerged aquatic survey was completed the summer of 2015 and no resources (i.e. seagrass, rooted algae, etc.) were found.

Attached is a check in the amount of \$900 for the review. Should you require additional information or have any questions, please do not hesitate to contact our office.

Sincerely,



David G. Purkerson, MS, PWS  
Senior Ecologist



Jon H. Shepherd, MS, PWS  
President/Ecologist



BOARD OF COUNTY COMMISSIONERS

**Natural Resources Management Department**

2725 Judge Fran Jamieson Way

Building A, Room 219

Viera, Florida 32940

March 2, 2016

Mr. David G. Purkerson  
Atlantic Environmental Solutions  
657 Montreal Avenue  
Melbourne, FL 32935

**RE: Manatee Protection Plan Review  
The Hamptons Associates LTD  
Highway A1A, Melbourne Beach  
Parcel ID Nos. 28-38-20-00-00005.0-0000.00 & 28-38-20-00-00006.0-0000.00, Tax  
Acct. Nos. 2849283 & 2849284**

Dear Mr. Purkerson:

This letter is in response to your request for a Manatee Protection Plan (MPP) review for The Hamptons Associates LTD (Hamptons) marina, located on Highway A1A in Melbourne Beach. As detailed below, the Natural Resources Management Department (NRM) has determined that the request to confirm 42 wet slips is consistent with the MPP.

Background

The property was developed as multi-family residential in the early 1980s. The associated 42-slip dock was also constructed at that time. Multiple hurricanes in 2004 damaged the dock and residential structures. The dock was subsequently repaired. However, the damage to the residential units was severe, and a demolition permit was issued by Brevard County in May 2007. The demolition of all residential structures was complete by 2009. While the upland portion of the development parcel remains vacant, the 42-slip dock remains. The property owner has been actively engaged to preserve the property's "pre-existing use" established in accordance with Section 62-1839.7, thereby allowing the future redevelopment of an equal number of residential units.

Staff reviewed marina survey data and historical aerials to substantiate the requested number of boat slips. The 1994 marina survey contained in the State-approved MPP indicates that the Hamptons dock had 42 wet slips. NRM reviewed aerials dating back to 1980. Neither the residential structures nor the dock existed in 1980 aerial; but both are present in 1983, the next available aerial. The dock has existed in its current configuration since that time. The dock does not appear to have been utilized since about 2005 (after the hurricane damage, prior to repair). However, as previously stated, the owner has not abandoned the property, and has been actively

engaged with Brevard County to preserve the pre-existing use to allow redevelopment. The most recent aerial (2015) shows the dock in what appears to be functional condition.

### MPP Consistency

Existing Boating Facilities are defined in the MPP:

*For the purpose of the Brevard County Manatee Protection Plan, existing boating facilities shall be defined as those facilities which have all active and required permits or those facilities that were in operation up to ten (10) years prior to the date of the final adoption of the Plan (01/16/03). All existing boating facilities shall be allowed to continue with the existing use and may renovate according to permitting guidelines, provided there is no change in facility size, including no increase in the number of wet or dry slips, unless the facility meets the expansion criteria as provided in the Brevard County Manatee Protection Plan. Boating facilities are generally defined as those structures or operations where boats are moored or launched, such as a dock (excluding single-family), pier, marina, dry storage facility with launching capability, or a boat ramp, which is contiguous to the waters of the state of Florida. For the purpose of this plan, boating facility shall be synonymous with "marina facility."*

The Hamptons 42-slip dock was constructed prior to 1983, prior to the requirement of state and county marina permitting. However, the facility has maintained a Florida Department of Environmental Protection (FDEP) submerged land lease (SLL) since at least 1989. The most recent SLL renewal (April 2014) authorizes a 42-slip facility for the mooring of recreational vessels. The facility was in operation at least 10 years prior to the date of the final adoption of the MPP.

Therefore, the Hamptons marina meets the MPP definition of an "existing facility." As such, the MPP states that the facility shall be allowed to continue with the existing use, and may renovate according to permitting guidelines, provided there is no change in facility size (unless the facility meets the expansion criteria as provided in the MPP).

Section 62-3661 defines the dock as a residential marina:

*Residential marina means community docks exclusively serving subdivisions, condominiums, duplexes, or other multi-family developments. No fueling or repair facilities shall be associated with these marinas.*

The 1994 marina survey contained in the State-approved MPP documents 42 wet slips. The applicant is requesting confirmation of 42 wet slips, not an expansion as defined by the MPP. Therefore, the request is consistent with the MPP. At the time of application for any proposed



site improvements, the applicant shall demonstrate in the site plan review process compliance with all applicable current site development ordinances and policies.

This letter does not constitute final County approval for any proposed development, nor does it address other NRM or Brevard County regulations related to site development. The applicant shall be required to comply with all applicable land development regulations at the time of Brevard County permitting. In addition, the applicant is responsible for obtaining all necessary State and Federal approvals or permits. NRM comments are subject to revision based on any changes to the submitted information. Per Section 62-507, the County shall hear appeals relating to any administrative decision or determination concerning implementation or application of the provisions of this division. Appeals shall be taken within 30 days from the date of rendition of such decisions or determination. If you should have any questions please contact this office at (321) 633-2016. Thank you for the opportunity to serve you in this matter.

Sincerely,



Darcie McGee  
Environmental Permitting

Attachment: Atlantic Environmental Solutions Submittal, January 2016

cc: Mr. Matt Culver, Boating & Waterways, Environmental Resources Management



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

# **Project: Hampton Associates Dock**

**Figure 1: Location Map**

0 0.5 1 2 Miles

Brevard County, Florida

**ATLANTIC**  
 ENVIRONMENTAL SOLUTIONS  
 ENVIRONMENTAL PERMITTING & MITIGATION  
 AES Proj #: 15147





# **Project: Hampton Associates Dock**

**Figure 2: Aerial Map**



2015 Aerial, Brevard County, Florida





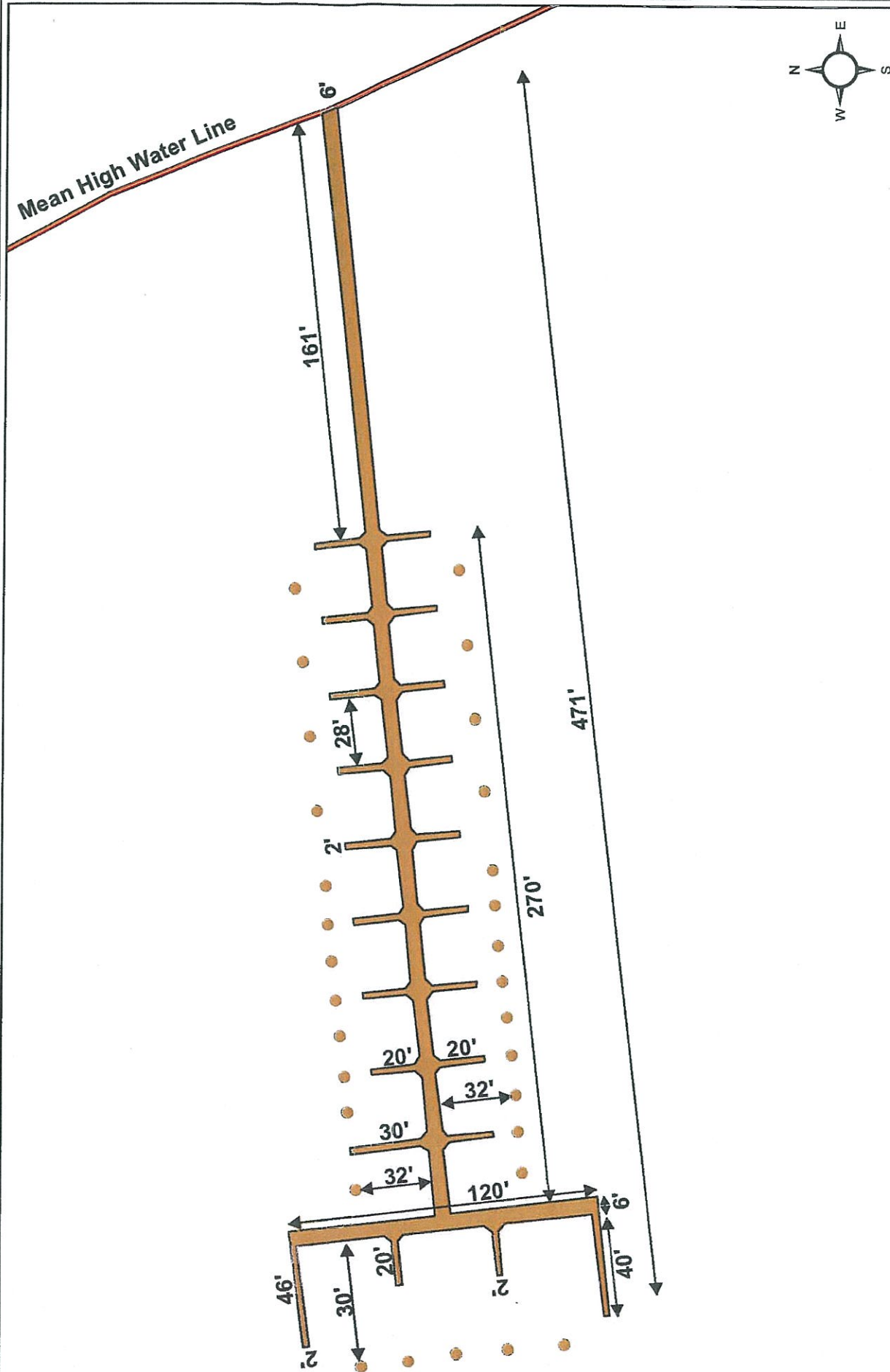
***Project: Hampton Associates Dock***

**Figure 3: Aerial Map**

0 50 100 200 Feet

2015 Aerial, Brevard County, Florida





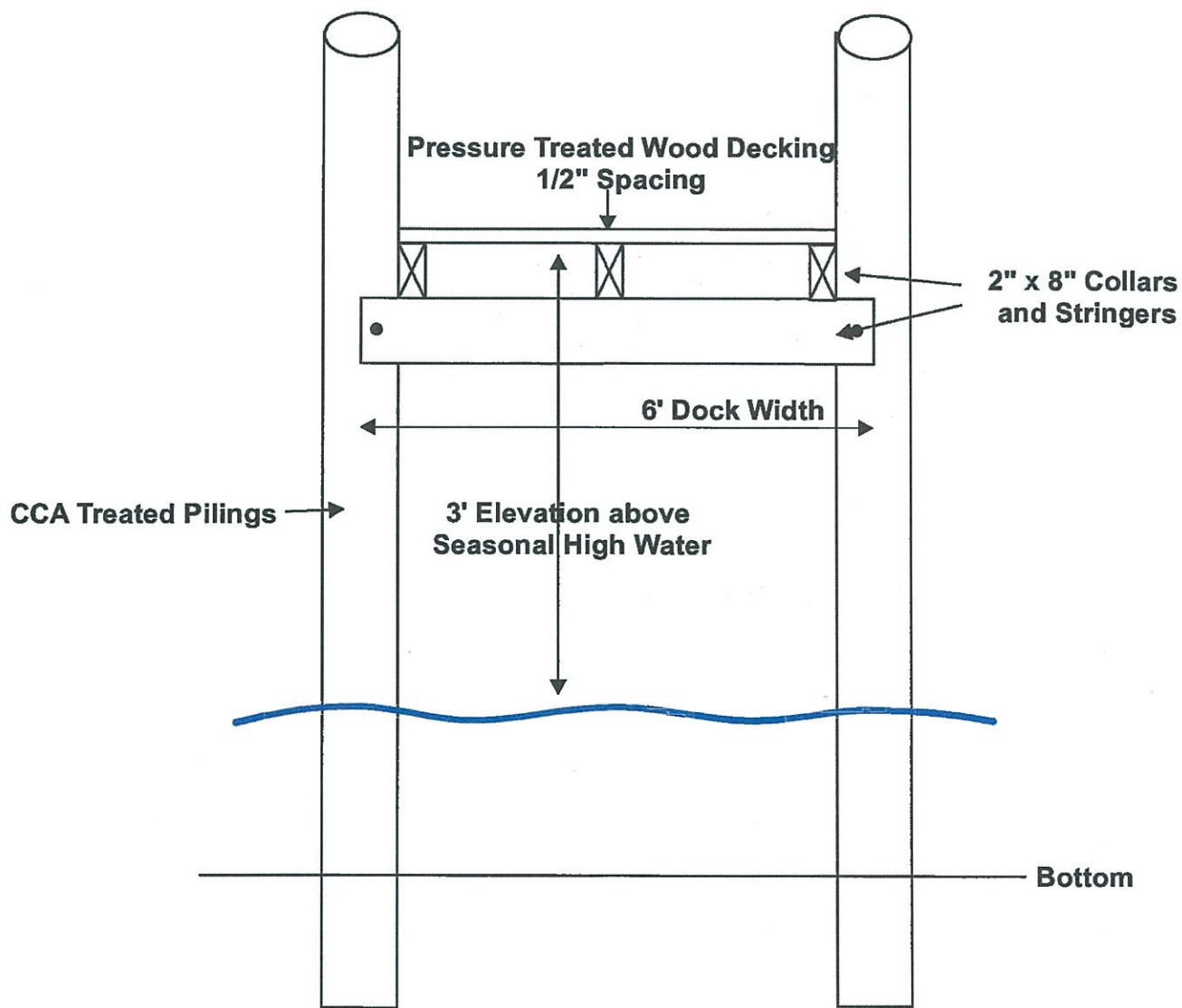
**Project: Hampton Associates Dock**

**Figure 4: Dock Plan View Map**

0 20 40 80 Feet

2015 Aerial, Brevard County, Florida



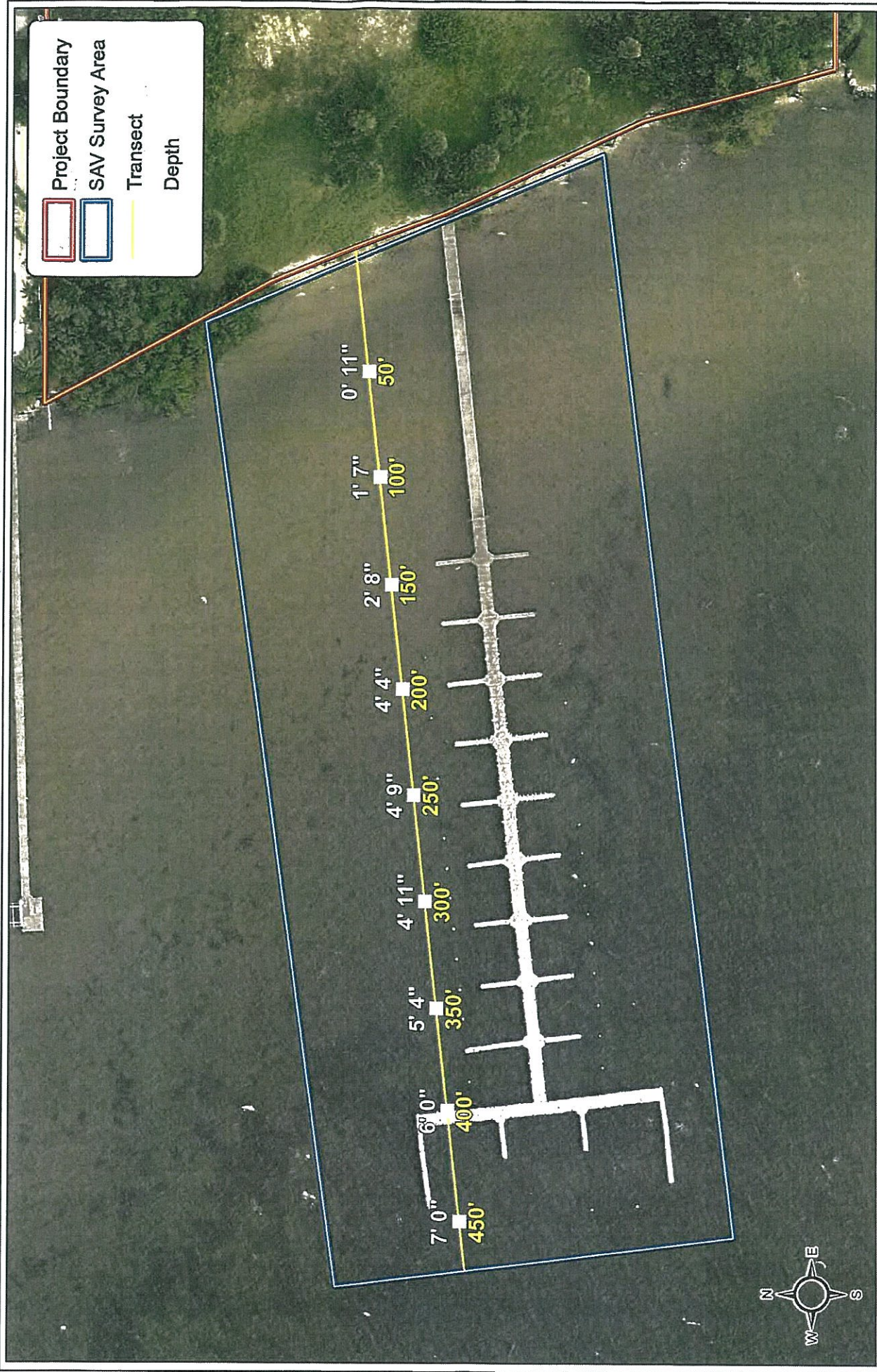


**Project: Hampton Associates**

**Figure 5: Walkway Typical Cross Section Map**

Brevard County, Florida





## Project: Hampton Associates Dock

Figure 6: SAV Survey Map

2015 Aerial, Brevard County, Florida



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

DM ID# \_\_\_\_\_

<b>Instrument Desc.</b>	<b>RENEWAL</b>		
<b>Lease #</b>	<b>050002964</b>		
<b>Permit Application #</b>			
<b>Document Date</b>	<b>9/30/2014</b>		
<b>Water Body</b>	<b>INDIAN RIVER</b>		
<b>Original County</b>	<b>BREVARD</b>		
<b>Section(s)</b>	<b>20</b>		
<b>Township(s)</b>	<b>28S</b>		
<b>Range(s)</b>	<b>38E</b>		
<b>Total Area</b>	<b>0.682</b>	<b>Area Unit</b>	<b>(A) Acre(s)</b>
<b>Recording County</b>		<b>B:</b>	<b>P:</b>
<b>Recording County Instrument #</b>			<b>I</b>
<b>Lessee</b>	<b>HAMPTONS ASSOCIATES LTD</b>		
<b>Comments:</b>			

**Date prepped:**  
**10/13/2014**

The information on this page was collected during the prep phase of scanning. Please refer to the document for actual information.





**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

MARJORY STONEMAN DOUGLAS BUILDING  
3900 COMMONWEALTH BOULEVARD  
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

**MEMORANDUM**

**TO: TITLE & LAND RECORD FILE**  
**FROM: KAREN McMILLAN, PLANNING MANAGER**  
**SUBJECT: PAPERLESS INITIATIVE**  
**DATE: 10/13/2014**

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Due to DEP'S implementation of the '*Paperless Initiative*' of 2014, all backup documentation may not have been included in the transmittal of this document or file. If any other information is needed, please contact the following people:

NAME:		BUREAU	
Amy Horton		BPLA	
Cheryl McCall		BPLA	

This Instrument Prepared By:  
Amy Horton  
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 LEASE RENEWAL

BOT FILE NO. 050002964

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 The Hamptons Associates, Ltd., a Florida limited partnership, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 20,  
Township 28 South, Range 38 East, in Indian River,  
Brevard County, containing 29,686 square feet,  
more or less, as is more particularly described and shown  
on Attachment A, dated July 5, 1990.

TO HAVE THE USE OF the hereinabove described premises from April 25, 2014, the effective date of this lease renewal, through April 25, 2019, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 41-slip commercial docking facility to be used exclusively for mooring of recreational vessels adjacent to a vacant lot, 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 liveaboards as defined in paragraph 26 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.



2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$9,883.60 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

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

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

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

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) 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 renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

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

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

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

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

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

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

The Hamptons Associates, Ltd.  
P O Box 31417  
Charleston, South Carolina 29417

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

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

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



15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

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

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

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

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

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

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

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

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

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

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

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

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

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



29. SPECIAL LEASE CONDITION(S):

A. Within 60 days after the Lessor's execution of this lease, 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. 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. 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. A minimum of fifty percent (50%) 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 subsection 18-21.003(27), 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 and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that a minimum of fifty percent (50%) 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 fifty percent (50%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

C. The Lessee shall prohibit mooring, on either a temporary or permanent basis, to the landward (eastern) edge of the landward most finger pier on each side of the main access dock; and to the main access dock landward of the finger piers as depicted on Attachment A. To ensure compliance, the Lessee shall place and maintain: (1) a 3-foot high railing along the face of these structures, and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

WITNESSES:

Michelle Brady  
Original Signature

Michelle Brady  
Print/Type Name of Witness

Kathy C Griffin  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

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

(SEAL)

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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2014, by  
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State  
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

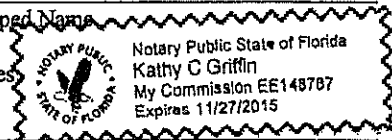
SAM L. Hines 8/26/14  
DEP Attorney Date

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.





WITNESSES:

Nora Wilhelmsen  
Original Signature  
Nora Wilhelmsen  
Typed/Printed Name of Witness  
C.B. Hankins  
Original Signature  
C.B. Hankins  
Typed/Printed Name of Witness

STATE OF SC  
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 12 day of September, 20 14, by Edwin W. Harley, who is a General Partner of The Hamptons Associates, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced Driver's License as identification.

My Commission Expires:

9/21/2015  
Commission/Serial No. \_\_\_\_\_

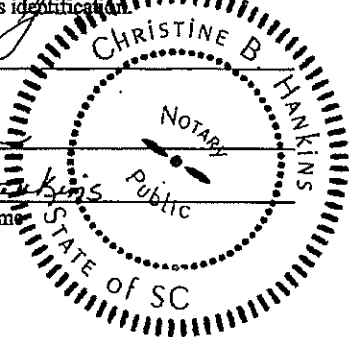
The Hamptons Associates, Ltd.,  
a Florida limited partnership (SEAL)

BY: Edwin W. Harley  
Original Signature of Executing Authority  
Edwin W. Harley  
Typed/Printed Name of Executing Authority  
General Partner  
Title of Executing Authority

"LESSEE"

C.B. Hankins  
Signature of Notary Public

Notary Public, State of SC  
Christine B. Hankins  
Printed, Typed or Stamped Name



WITNESSES:

The Hamptons Associates, Ltd.,  
a Florida limited partnership

(SEAL)

BY: HPI Partners II, Inc.,  
a Pennsylvania corporation  
its General Partner

BY:

Original Signature of Executing Authority

Edwin W. Harley

Typed/Printed Name of Executing Authority

President

Title of Executing Authority

Nora Wilhelmson  
Original Signature

Nora Wilhelmson  
Typed/Printed Name of Witness

C.B. Hankins  
Original Signature

C.B. Hankins  
Typed/Printed Name of Witness

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 12 day of Sept., 2014, by Edwin W. Harley, President of HPI Partners II, Inc., a Pennsylvania corporation, on behalf of the corporation which is a General Partner of The Hamptons Associates, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced Driver's License as identification.

My Commission Expires:

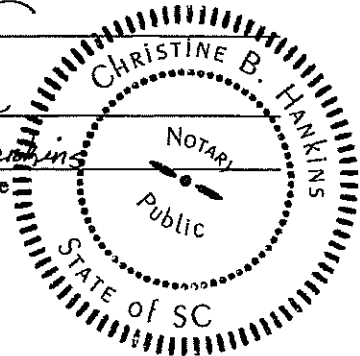
9/21/2015

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

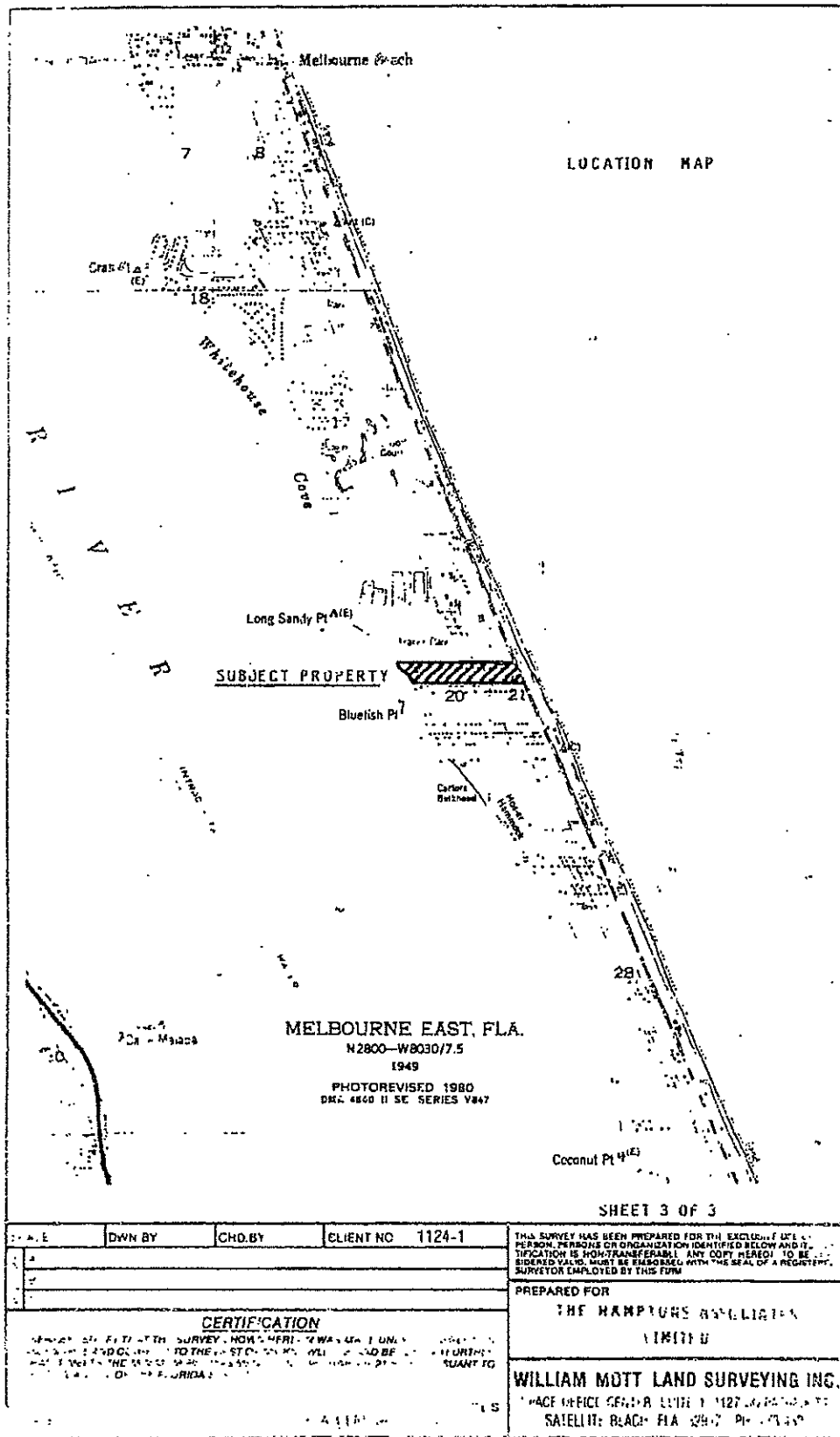
Signature of Notary Public

Notary Public, State of SC

Christine B. Hankins  
Printed, Typed or Stamped Name







DESCRIPTION: (BY SURVEYOR)

A PARCEL OF SUBMERGED LAND LYING IN GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2, WITH THE SAFE UPLAND LINE OF THE INDIAN RIVER (1.0 FEET M.G.V.D. CONTOUR LINE); THENCE NORTH 22°36'24" WEST ALONG THE SAID SAFE UPLAND LINE A DISTANCE OF 134.38 FEET; THENCE CONTINUE ALONG THE SAID SAFE UPLAND LINE NORTH 20°31'02" WEST A DISTANCE OF 74.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°49'30" WEST A DISTANCE OF 153.67 FEET; THENCE SOUTH 06°10'31" EAST A DISTANCE OF 32.00 FEET; THENCE SOUTH 83°49'30" WEST A DISTANCE OF 241.00 FEET; THENCE SOUTH 06°10'31" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 83°49'30" WEST A DISTANCE OF 85.00 FEET; THENCE NORTH 06°10'31" WEST A DISTANCE OF 140.00 FEET; THENCE NORTH 83°49'30" EAST A DISTANCE OF 85.00 FEET; THENCE SOUTH 06°10'31" EAST A DISTANCE OF 32.00 FEET; THENCE NORTH 83°49'30" EAST A DISTANCE OF 241.00 FEET; THENCE SOUTH 06°10'31" EAST A DISTANCE OF 32.00 FEET; THENCE NORTH 83°49'30" EAST A DISTANCE OF 151.85 FEET; TO THE SAID SAFE UPLAND LINE; THENCE ALONG SAID UPLAND LINE SOUTH 23°00'02" EAST A DISTANCE OF 6.27 FEET TO THE POINT OF BEGINNING. CONTAINING 29,686.36 SQUARE FEET (0.682 ACRES) OF LAND MORE OR LESS.

NOTE:

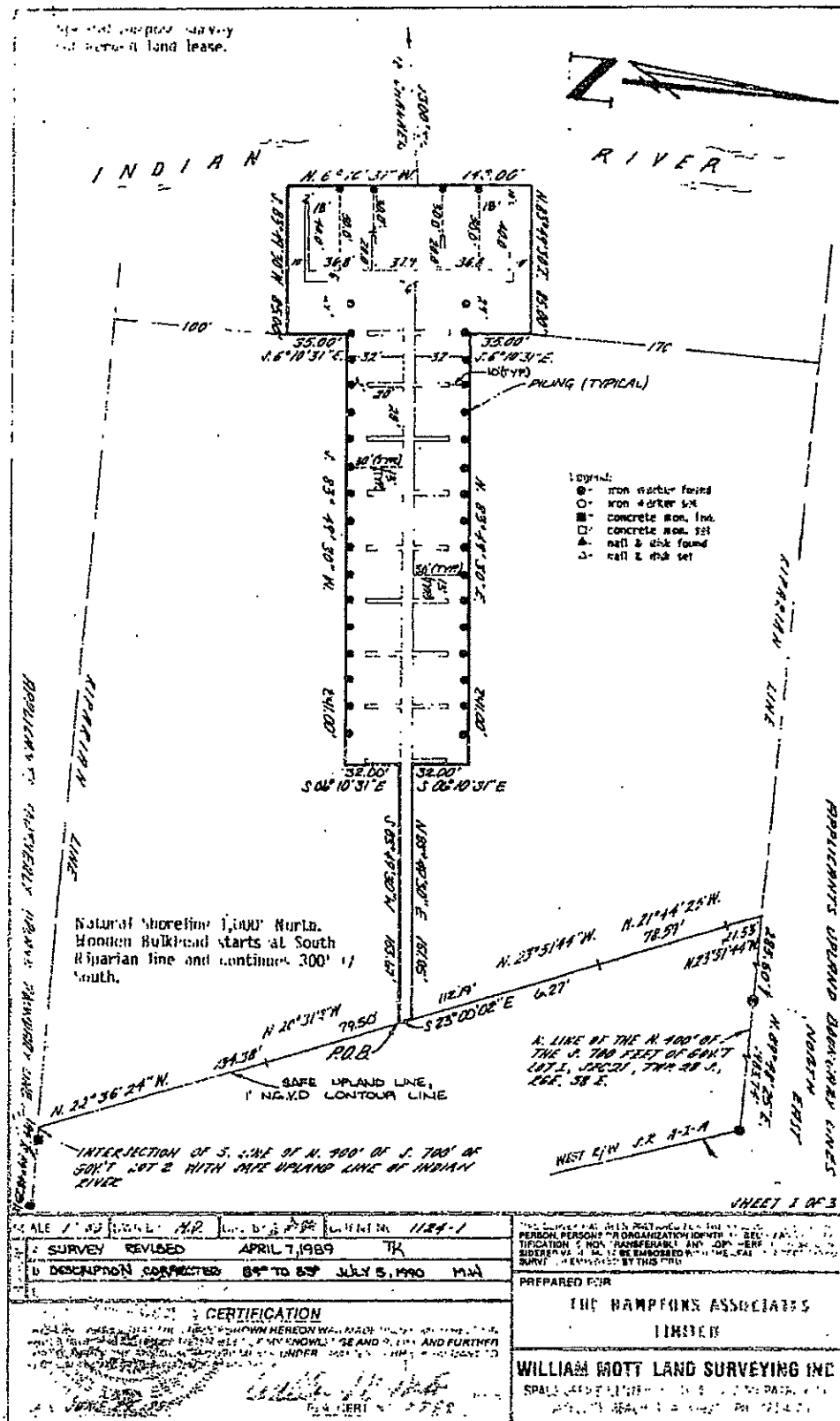
BEARING STRUCTURE BASED ON THE BEARING OF THE SOUTH LINE OF NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST BEING SOUTH 89°48'25" WEST.

BENCHMARK (G 304)

C & GS DISK STAMPED G 304 1970: 37 FEET EAST OF HIGHWAY CENTERLINE, 3 FEET SOUTH OF GUY POLE. ELEV. = 16.916 SLD 1929.

SHEET 2 OF 2

SCALE: 1" = 60'	DATE: 11/24/11	THIS MAP HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ORGANIZATION IDENTIFIED BELOW. NO OTHER PERSONS OR ORGANIZATIONS ARE TO BE CONSIDERED VALID. MUST BE EMBOSSED IN THE SURVEYOR EMPLOYED BY THIS FIRM.
REVISIONS: A B C		CERTIFIED TO: THE HAMPTONS ASSOCIATES LIMITED WILLIAM MOTT LAND SURVEYING INC. SATELLITE BEACH PROFESSIONAL CENTER 50 PATRICK DR. SUITE 100 SATELLITE BEACH, FL 32953
CERTIFICATION HEREIN I CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA. I HAVE NOTED THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I HAVE NOTED THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I HAVE NOTED THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.		





**SPECIAL WARRANTY DEED**  
as of

THIS INDENTURE, made and executed this 29th day of February, 1988, by VERSAILLES-MELBOURNE I, LIMITED, a Maryland Limited Partnership, as to Parcel I, VERSAILLES-MELBOURNE II, LIMITED, a Maryland Limited Partnership, as to Parcel II, and VERSAILLES-RIVER, INC., a Maryland corporation, as to Parcel III, hereinafter referred to as "Grantor", to THE HAMPTONS ASSOCIATES, LTD., a Florida Limited Partnership, whose address is: c/o CPA Realty, Inc., 2951 Flowers Road South, Atlanta, Georgia 30341, hereinafter called the "Grantee":

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Brevard County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land, and that the Grantor will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor; and that said land is subject to all unpaid taxes, and those matters set forth on Exhibits "B-1", "B-2", and "B-3" attached hereto.

The representations and warranties of each Grantor herein shall extend only to the particular Parcel conveyed by said Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

2299  
Signed, sealed and delivered  
in the presence of:

VERSAILLES-MELBOURNE I, LIMITED,  
a Maryland Limited Partnership

*Thomas J. Perry*  
*Rubert H. Perry*

By: *Joseph Meyerhoff*  
Joseph Meyerhoff, Jr., indi-  
vidually, as a General  
Partner

*Thomas J. Perry*  
*Rubert H. Perry*

By: Magna Properties, Inc.,  
Maryland Corporation,  
General Partner

By: *Joseph Meyerhoff*  
Joseph Meyerhoff, Jr.,  
President

(Corporate Seal)

Magna/Deed1.1

APCS 8  
TRUST FUNDS 450  
REC FEE 36.00  
DOC ST 13.34  
INT TAX  
SEN CH  
REFUND

7  
RECORD PAYMENT  
NOTATION FOR CLASS  
TO SIGN BY DOC  
STAMP AND DATE  
NOTARY PUBLIC  
NOTARY SEAL

Prepared by + delivered to  
Thomas J. Perry  
Feb. 29, 1988  
6:00 PM  
2299

473333

BBHAR-2 AM 8:58

*Thomas F. Diorio*  
*Robert A. Nyl*

VERSAILLES - MELBOURNE II,  
LIMITED, a Maryland Limited  
Partnership

By: *Joseph Meyerhoff II*  
Joseph Meyerhoff II,  
individually, as a General  
Partner

*Thomas F. Diorio*  
*Robert A. Nyl*

By: Magna Properties, Inc., a  
Maryland Corporation, as a  
General Partner

By: *Joseph Meyerhoff II*  
Joseph Meyerhoff II,  
President

(Corporate Seal)

*Thomas F. Diorio*  
*Robert A. Nyl*

VERSAILLES-RIVER, INC.  
Maryland Corporation

By: *Joseph Meyerhoff II*  
Joseph Meyerhoff II,  
President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
24<sup>th</sup> day of February, 1988, by Joseph Meyerhoff, II, indivi-  
dually, as a General Partner of Versailles-Melbourne I, Limited,  
a Maryland Limited Partnership, and as a General Partner of  
Versailles-Melbourne II, Limited, a Maryland Limited Partnership,  
on behalf of said limited partnerships.

*Thomas F. Diorio*  
Notary Public  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
24<sup>th</sup> day of February, 1988, by Joseph Meyerhoff, II, as President  
of Magna Properties, Inc., a Maryland Corporation, a General  
Partner of Versailles-Melbourne I, Limited, a Maryland Limited  
Partnership, and as a General Partner of Versailles-Melbourne II,  
Limited, a Maryland Limited Partnership, on behalf of said cor-  
poration and limited partnerships.

*Thomas F. Diorio*  
Notary Public  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
24<sup>th</sup> day of February, 1988, by Joseph Meyerhoff, II, as  
President of Versailles-River, Inc., a Maryland Corporation,  
on behalf of said corporation.

*Thomas F. Diorio*  
Notary Public  
My Commission Expires:



OFF. REC.

2885

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2300

PARCEL I

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 21 AND GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21 WITH THE WEST RIGHT-OF-WAY OF STATE ROAD 1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGES 67-74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 23 DEGREES 28' 11" EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 298.53 FEET; THENCE SOUTH 66 DEGREES 31' 49" WEST, A DISTANCE OF 191.73 FEET; THENCE SOUTH 89 DEGREES 48' 25" WEST, A DISTANCE OF 977.58 FEET; THENCE NORTH 34 DEGREES 34' 40" WEST, A DISTANCE OF 262.94 FEET; THENCE NORTH 00 DEGREES 11' 35" WEST, A DISTANCE OF 133.00 FEET TO THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20; THENCE NORTH 89 DEGREES 48' 25" EAST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21, A COMBINED DISTANCE OF 1184.23 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21 WITH THE WEST RIGHT-OF-WAY OF STATE ROAD 1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGES 67-74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 23 DEGREES 28' 11" EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 348.53 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 23 DEGREES 28' 11" EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 86.91 FEET TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21, A DISTANCE OF 219.93 FEET; THENCE NORTH 66 DEGREES 31' 49" EAST, A DISTANCE OF 202.03 FEET TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, WITH THE WEST RIGHT-OF-WAY OF STATE ROAD 1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN PLAT BOOK 2, PAGES 67-74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20, A COMBINED DISTANCE OF 1184.23 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 11' 35" EAST, A DISTANCE OF 133.00 FEET; THENCE SOUTH 34 DEGREES 34' 40" EAST, A DISTANCE OF 262.94 FEET; THENCE SOUTH 89 DEGREES 48' 25" WEST, A DISTANCE OF 625.60 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 45 DEGREES 00' 00" AND A RADIUS OF 29.00 FEET; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45 DEGREES 11' 35" WEST, A DISTANCE OF 60.97 FEET; THENCE NORTH 44 DEGREES 48' 25" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 45 DEGREES 11' 35" WEST A DISTANCE OF 393.99 FEET TO THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20; THENCE NORTH 89 DEGREES 48' 25" EAST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20, A DISTANCE OF 799.51 FEET TO THE POINT OF BEGINNING.

Exhibit "A"

OFF. REC.

2885

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Attachment B

Page 15 of 20 Pages

Sovereignty Submerged Lands Lease No. 050002964



PARCEL II (Continued)

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA WITH THE WEST RIGHT-OF-WAY OF STATE ROAD 1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGE 67-74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA: THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20, A COMBINED DISTANCE OF 1983.74 FEET; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 393.99 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 31.00 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 62.69 FEET TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20, A DISTANCE OF 434 FEET, MORE OR LESS TO THE WATERS EDGE OF THE INDIAN RIVER; THENCE NORTHWESTERLY MEANDERING THE WATERS EDGE OF THE INDIAN RIVER, A DISTANCE OF 108 FEET, MORE OR LESS; THENCE SOUTH 74 DEGREES 04' 40" EAST, A DISTANCE OF 343 FEET, MORE OR LESS; THENCE NORTH 89 DEGREES 48' 25" EAST, A DISTANCE OF 58.63 FEET; THENCE NORTH 44 DEGREES 48' 25" EAST, A DISTANCE OF 53.32 FEET TO THE POINT OF BEGINNING.

PARCEL III

A PARCEL OF LAND LYING IN A PORTION OF GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA WITH THE WEST RIGHT-OF-WAY OF STATE ROAD 1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGES 67-74, BREVARD COUNTY PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 1 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2, A COMBINED DISTANCE OF 1918.74 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 393.99 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 31.00 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 89.32 FEET; THENCE SOUTH 89 DEGREES 48' 25" WEST, A DISTANCE OF 58.63 FEET; THENCE NORTH 74 DEGREES 04' 40" WEST, A DISTANCE OF 343 FEET, MORE OR LESS, TO THE WATERS OF THE INDIAN RIVER; THENCE NORTHWESTERLY MEANDERING THE WATERS EDGE OF THE INDIAN RIVER A DISTANCE OF 317 FEET, MORE OR LESS TO THE INTERSECTION WITH THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2; THENCE NORTH 89 DEGREES 48' 25" EAST, ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2, A DISTANCE OF 288 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL (ROAD):

A PARCEL OF LAND LYING IN A PORTION OF GOVERNMENT LOT 1, SECTION 21 AND A PORTION OF GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION

ROAD PARCEL (continued)

OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA WITH THE WEST RIGHT-OF-WAY OF STATE ROAD A1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGES 67-74, BREVARD COUNTY PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 1 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2, A COMBINED DISTANCE OF 1983.74 FEET; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 393.99 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 60.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 45 DEGREES 00' 00" AND A RADIUS OF 29.00 FEET; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 48' 25", A DISTANCE OF 1603.17 FEET; THENCE NORTH 66 DEGREES 31' 49" EAST, A DISTANCE OF 191.73 FEET TO THE AFORESAID WEST RIGHT-OF-WAY OF STATE ROAD A1A; THENCE SOUTH 23 DEGREES 28' 11" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 50.00 FEET; THENCE SOUTH 66 DEGREES 31' 49" WEST, A DISTANCE OF 202.03 FEET TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 1 AND GOVERNMENT LOT 2, A COMBINED DISTANCE OF 1646.19 FEET; THENCE NORTH 45 DEGREES 11' 35" WEST, A DISTANCE OF 62.69 FEET; THENCE NORTH 44 DEGREES 48' 25" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 45 DEGREES 11' 35" WEST, A DISTANCE OF 31.00 FEET; THENCE NORTH 44 DEGREES 48' 25" EAST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

Magna2/Legal. 4

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2885                      2303

PERMITTED EXCEPTIONS AS TO PARCEL I ONLY

1. Mortgage executed by Versailles-Melbourne I, Limited and Versailles-Melbourne II, Limited, both Maryland limited partnerships in favor of John Hancock Mutual Life Insurance Company dated November 18, 1986 and filed November 20, 1986 in Official Records Book 2749, Page 1036, Assignment of Rents recorded in Official Records Book 2749, Page 1047, UCC Financing Statement recorded in Official Records Book 2749, Page 1053, all in the Public Records of Brevard County, Florida.
2. Agreement between Versailles-Melbourne I, Limited and Board of County Commissioners of Brevard County, Florida filed August 19, 1981 in Official Records Book 2320, Page 2950, Public Records of Brevard County, Florida.
3. Public Utility Easement Maintenance filed March 22, 1983, in Official Records Book 2417, Page 2455, Public Records of Brevard County, Florida.
4. Agreement between Versailles-Melbourne IV, Inc., Versailles-Melbourne I, Limited, and Versailles-Melbourne II, Limited, filed March 22, 1983, in Official Records Book 2417, Page 2440, Public Records of Brevard County, Florida.
5. Agreement between Versailles-Melbourne I, Versailles-Melbourne II, Versailles-Melbourne IV, and the Board of County Commissioners of Brevard County, Florida, filed April 6, 1983, in Official Records Book 2420, Page 2789, Public Records of Brevard County, Florida.

(Versailles-Melbourne I)

OFF. REC.

2885

Exhibit "B-1" PAGE

2304

Attachment B

Page 18 of 20 Pages

Sovereignty Submerged Lands Lease No. 050002964



**PERMITTED EXCEPTIONS AS TO PARCEL II ONLY**

1. Mortgage executed by Versailles-Melbourne I, Limited and Versailles-Melbourne II, Limited, both Maryland limited partnerships in favor of John Hancock Mutual Life Insurance Company dated November 18, 1986 and filed November 20, 1986 in Official Records Book 2749, Page 1036, Assignment of Rents recorded in Official Records Book 2749, Page 1047, UCC Financing Statement recorded in Official Records Book 2749, Page 1053, all in the Public Records of Brevard County, Florida.
2. Agreement between Versailles-Melbourne I, Limited and Board of County Commissioners of Brevard County, Florida filed August 19, 1981 in Official Records Book 2320, Page 2950, Public Records of Brevard County, Florida.
3. Ingress and Egress Easement filed March 22, 1983, in Official Records Book 2417, Page 2446, Public Records of Brevard County, Florida.
4. Public Utility Easement Maintenance filed March 22, 1983, in Official Records Book 2417, Page 2455, Public Records of Brevard County, Florida.
5. Easement to Florida Power & Light Company filed July 13, 1985, in Official Records Book 2441, Page 2719, Public Records of Brevard County, Florida.
6. Agreement between Versailles-Melbourne IV, Inc., Versailles-Melbourne I Limited, and Versailles-Melbourne II, Limited filed March 22, 1983, in Official Records Book 2417, Page 2440, Public Records of Brevard County, Florida.
7. Agreement between Versailles-Melbourne I, Versailles-Melbourne II, Versailles-Melbourne IV, and the Board of County Commissioners of Brevard County, Florida, filed April 6, 1983, in Official Records Book 2420, Page 2789, Public Records of Brevard County, Florida.

(Versailles-Melbourne II)

Exhibit "B-2"

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PERMITTED EXCEPTIONS AS TO PARCEL III ONLY

1. Agreement between Versailles-Melbourne I, Limited and Board of County Commissioners of Brevard County, Florida filed August 19, 1981 in Official Records Book 2320, Page 2950, Public Records of Brevard County, Florida.
2. Ingress and Egress Easement filed March 22, 1983, in Official Records Book 2417, Page 2448, Public Records of Brevard County, Florida.
3. Easement between Versailles-Melbourne I, Limited, Versailles-Melbourne II, Limited, Versailles-Melbourne IV, Inc., and The County of Brevard filed March 22, 1983, in Official Records Book 2417, Page 2451, Public Records of Brevard County, Florida.
4. Agreement between Versailles-Melbourne IV, Inc., Versailles-Melbourne I, Limited, and Versailles-Melbourne II, Limited, filed March 22, 1983, in Official Records Book 2417, Page 2440, Public Records of Brevard County, Florida.
5. Agreement between Versailles-Melbourne I, Versailles-Melbourne II, Versailles-Melbourne IV, and the Board of County Commissioners of Brevard County, Florida, filed April 6, 1983, in Official Records Book 2420, Page 2789, Public Records of Brevard County, Florida.

(Versailles-River, Inc.)

Exhibit "B-3"

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2885 --

PAGE

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Attachment B

Page 20 of 20 Pages

Sovereignty Submerged Lands Lease No. 050002964

## Chris Hankins

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**From:** Crenshaw, Christopher <Christopher.Crenshaw@dep.state.fl.us>  
**Sent:** Tuesday, February 09, 2016 11:01 AM  
**To:** CHRIS@HARLEYPROPERTY.COM  
**Subject:** FDEP Sovereignty Submerged Lands Lease No. 050002964-Instrument  
**Attachments:** 050002964-Final-The Hamptons Associates Ltd.pdf

Dear Mr. Hankins,

Attached is a submerged lands lease modification for The Hamptons Associates, Ltd., which requires acceptance by the notarized signature of Edwin W. Harley (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the person executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please execute and return the attached instrument and any additional information requested within 30 days after receipt of this email. Please mail the signed lease to the address listed below for final execution. Upon receipt and acceptance of the signed lease, we will transmit the lease for final departmental execution. A fully executed instrument will be provided to you. Your cooperation and assistance are appreciated. If you have any questions, please feel free to contact me at (850) 245-2679.

*In an effort to provide a more efficient service, the Florida Department of Environmental Protection's Division of State Lands is forwarding the attached document to you by electronic correspondence in lieu of a hard copy through the USPS.*

*The attached document is in "pdf" format and will require Adobe Reader 6, or later, to open properly. Contact [www.adobe.com/products/acrobat/readstep2\\_allversions.html](http://www.adobe.com/products/acrobat/readstep2_allversions.html) <<http://www.adobe.com/products/acrobat/readstep2.html>> to download a free copy. Please note that our documents are sent virus free. However, if you use Norton Anti-virus software, a warning may appear when attempting to open the document. Please disregard this warning.*

Best,



**Christopher Crenshaw**

Government Operations Consultant I  
Bureau of Public Land Administration  
Division of State Lands  
3900 Commonwealth Blvd., MS 125  
Tallahassee, FL 32399  
Office: 850.245.2679





This Instrument Prepared By:  
Christopher Crenshaw  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

---

SOVEREIGNTY SUBMERGED LANDS LEASE  
MODIFICATION TO CORRECT NUMBER OF SLIPS

BOT FILE NO. 050002964

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 The Hamptons Associates, Ltd., a Florida limited partnership, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 20, Township 28 South, Range 38 East, in the Indian River, Brevard County, containing 29,686 square feet, more or less, as is more particularly described and shown on Attachment A, dated July 5, 1990.

TO HAVE THE USE OF the hereinabove described premises from January 7, 2016, the effective date of this modified lease, through April 25, 2019, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 42-slip commercial docking facility to be used exclusively for mooring of recreational vessels, in conjunction with an upland vacant lot, 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 liveaboards as defined in paragraph 27 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$5,025.82, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

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

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

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

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

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

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's

leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

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

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

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

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

The Hamptons Associates, Ltd.  
P.O. Box 31417  
Charleston, South Carolina 29417

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

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

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

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health,



safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. SPECIAL LEASE CONDITION(S):

A. Within 60 days after the Lessor's execution of this lease, 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. 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. 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. A minimum of fifty percent (50%) 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 subsection 18-21.003(27), 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 and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that a minimum of fifty percent (50%) 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 fifty percent (50%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

C. The Lessee shall prohibit mooring, on either a temporary or permanent basis, to the landward (eastern) edge of the landward most finger pier on each side of the main access dock; and to the main access dock landward of the finger piers as depicted on Attachment A. To ensure compliance, the Lessee shall place and maintain: (1) a 3-foot high railing along the face of these structures, and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

WITNESSES:

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

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

(SEAL)

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

BY: \_\_\_\_\_

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

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

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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

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

APPROVED SUBJECT TO PROPER EXECUTION:

Dany L. Hlin 2/5/16  
DEP Attorney Date

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

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

My Commission Expires:

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



WITNESSES:

The Hamptons Associates, Ltd.,  
a Florida limited partnership (SEAL)

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Edwin W. Harley

Typed/Printed Name of Executing Authority

Original Signature

General Partner

Title of Executing Authority

Typed/Printed Name of Witness

"LESSEE"

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Edwin W. Harley, who is a General Partner of The Hamptons Associates, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

Signature of Notary Public

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

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

Printed, Typed or Stamped Name

WITNESSES:

The Hamptons Associates, Ltd.,  
a Florida limited partnership (SEAL)

BY: HPI Partners II, Inc.,  
a Pennsylvania corporation  
its General Partner

Original Signature

BY: Original Signature of Executing Authority

Typed/Printed Name of Witness

Edwin W. Harley  
Typed/Printed Name of Executing Authority

Original Signature

President  
Title of Executing Authority

Typed/Printed Name of Witness

"LESSEE"

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Edwin W. Harley, President of HPI Partners II, Inc., a Pennsylvania corporation, on behalf of the corporation which is a General  
Partner of The Hamptons Associates, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally  
known to me or has produced \_\_\_\_\_ as identification.

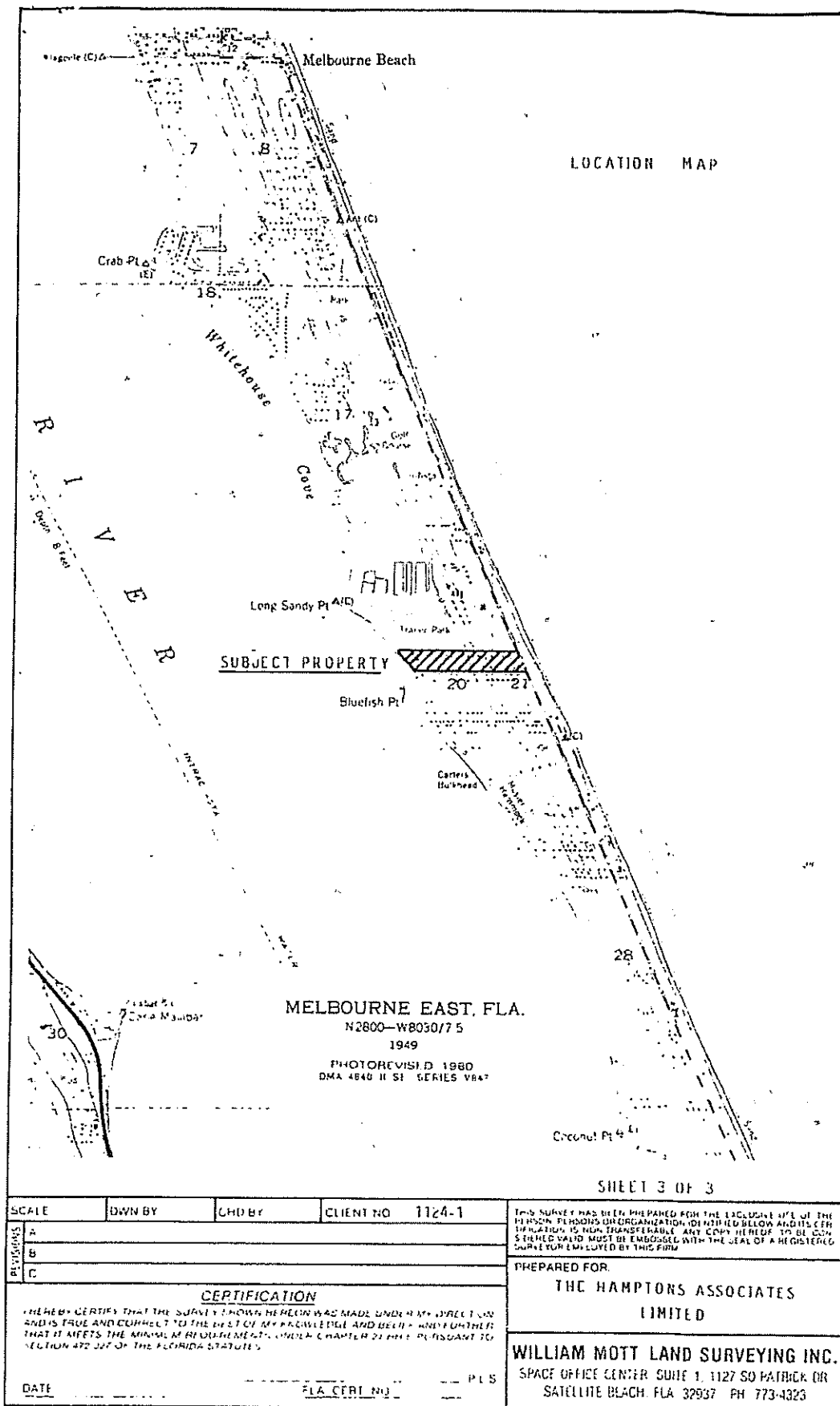
My Commission Expires:

Signature of Notary Public

Notary Public, State of

Commission/Serial No.

Printed, Typed or Stamped Name



DESCRIPTION: (BY SURVEYOR)

A PARCEL OF SUBMERGED LAND LYING IN GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2, WITH THE SAFE UPLAND LINE OF THE INDIAN RIVER (1.0 FEET N.G.V.D. CONTOUR LINE); THENCE NORTH  $22^{\circ}36'24''$  WEST ALONG THE SAID SAFE UPLAND LINE A DISTANCE OF 134.38 FEET; THENCE CONTINUE ALONG THE SAID SAFE UPLAND LINE NORTH  $20^{\circ}31'02''$  WEST A DISTANCE OF 79.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $83^{\circ}49'30''$  WEST A DISTANCE OF 153.67 FEET; THENCE SOUTH  $06^{\circ}10'31''$  EAST A DISTANCE OF 32.00 FEET; THENCE SOUTH  $83^{\circ}49'30''$  WEST A DISTANCE OF 241.00 FEET; THENCE SOUTH  $06^{\circ}10'31''$  EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH  $83^{\circ}49'30''$  WEST A DISTANCE OF 85.00 FEET; THENCE NORTH  $06^{\circ}10'31''$  WEST A DISTANCE OF 140.00 FEET; THENCE NORTH  $83^{\circ}49'30''$  EAST A DISTANCE OF 85.00 FEET; THENCE SOUTH  $06^{\circ}10'31''$  EAST A DISTANCE OF 35.00 FEET; THENCE NORTH  $83^{\circ}49'30''$  EAST A DISTANCE OF 241.00 FEET; THENCE SOUTH  $06^{\circ}10'31''$  EAST A DISTANCE OF 32.00 FEET; THENCE NORTH  $89^{\circ}49'30''$  EAST A DISTANCE OF 151.85 FEET; TO THE SAID SAFE UPLAND LINE; THENCE ALONG SAID UPLAND LINE SOUTH  $73^{\circ}00'02''$  EAST A DISTANCE OF 6.27 FEET TO THE POINT OF BEGINNING. CONTAINING 29,686.36 SQUARE FEET (0.682 ACRES) OF LAND MORE OR LESS.

NOTE:

BEARING STRUCTURE BASED ON THE BEARING OF THE SOUTH LINE OF NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST BEING SOUTH  $89^{\circ}48'25''$  WEST.

BENCHMARK (G 304)

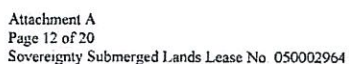
C & GS DISK STAMPED G 304 1970: 32 FEET EAST OF HIGHWAY CENTER LINE, 3 FEET SOUTH OF GUY POOL, FLV. 16.976 SID 1979.

SHEET 2 OF 3

SCALE 1"=60'	SECTION	TOWNSHIP	RANGE	DATE 02-4-1
<p>THIS SURVEY WAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS WHOSE NAMES ARE SHOWN HEREON AND FOR THE PURPOSES OF THE CERTIFICATE OF NON-TRANSFERABLE INTEREST ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.</p>				
<p>CERTIFIED TO</p> <p>THE HAMPTONS ASSOCIATES LIMITED</p>				
<p>WILLIAM MOTT LAND SURVEYING INC.</p> <p>SATELLITE BEACH PROFESSIONAL CENTER</p> <p>1275 ED FRANK DR. SUITE 100</p> <p>SATELLITE BEACH FL 32922-2251 TEL 386-775-1229</p>				
<p>CERTIFICATION</p> <p>BEFORE, I CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN THE MANNER AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES.</p> <p>DATE 4/2/89</p> <p>WILLIAM MOTT</p> <p>FLS 3353</p>				



INDIAN RIVER  
N 6° 10' 31" W 14000'



**SPECIAL WARRANTY DEED**

THIS INDENTURE, made and executed <sup>as of</sup> this 29th day of February, 1988, by VERSAILLES-MELBOURNE I, LIMITED, a Maryland Limited Partnership, as to Parcel I, VERSAILLES-MELBOURNE II, LIMITED, a Maryland Limited Partnership, as to Parcel II, and VERSAILLES-RIVER, INC., a Maryland corporation, as to Parcel III, hereinafter referred to as "Grantor", to THE HAMPTONS ASSOCIATES, LTD., a Florida Limited Partnership, whose address is: c/o CPA Realty, Inc., 2951 Flowers Road South, Atlanta, Georgia 30341, hereinafter called the "Grantee":

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Brevard County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land, and that the Grantor will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor; and that said land is subject to all unpaid taxes, and those matters set forth on Exhibits "B-1", "B-2", and "B-3" attached hereto.

The representations and warranties of each Grantor herein shall extend only to the particular Parcel conveyed by said Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

2299  
Signed, sealed and delivered  
in the presence of:

VERSAILLES-MELBOURNE I, LIMITED,  
a Maryland Limited Partnership

By: Joseph Meyerhoff  
Joseph Meyerhoff, Indi  
vidually, as a General  
Partner

By: Magna Properties, Inc.  
Maryland Corporation, General  
Partner

By: Joseph Meyerhoff  
Joseph Meyerhoff, President

(Corporate Seal)

Magna/Deed1.1

PGS. 8  
TRUST FUND 4.50  
RECEIVED 30.00  
DOC ST 30.00  
NT FACS  
SER CH-1  
REFUND

7  
RECEIVED  
REGISTERED FOR CLASS  
TO REMAIN IN 3 DOC  
STAMP TAXES ACCORDING  
TO LATEST  
FEB 29 1988  
FEB 29

*Thomas F. Diorio*  
*Robert A. Fyfe*

*Thomas F. Diorio*  
*Robert A. Fyfe*

*Thomas F. Diorio*  
*Robert A. Fyfe*

VERSAILLES - MELBOURNE II,  
LIMITED, a Maryland Limited  
Partnership

By: *Joseph Meyerhoff II*  
Joseph Meyerhoff II,  
individually, as a General  
Partner

By: Magna Properties, Inc., a  
Maryland Corporation, as a  
General Partner

By: *Joseph Meyerhoff II*  
Joseph Meyerhoff II,  
President

(Corporate Seal)

VERSAILLES-RIVER, INC.,  
Maryland Corporation

By: *Joseph Meyerhoff II*  
Joseph Meyerhoff II,  
President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
24<sup>th</sup> day of February, 1988, by Joseph Meyerhoff, II, indivi-  
dually, as a General Partner of Versailles-Melbourne I, Limited,  
a Maryland Limited Partnership, and as a General Partner of  
Versailles-Melbourne II, Limited, a Maryland Limited Partnership,  
on behalf of said limited partnerships.

*Thomas F. Diorio*  
Notary Public  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
24<sup>th</sup> day of February, 1988, by Joseph Meyerhoff, II, as President  
of Magna Properties, Inc., a Maryland Corporation, a General  
Partner of Versailles-Melbourne I, Limited, a Maryland Limited  
Partnership, and as a General Partner of Versailles-Melbourne II,  
Limited, a Maryland Limited Partnership, on behalf of said cor-  
poration and limited partnerships.

*Thomas F. Diorio*  
Notary Public  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
24<sup>th</sup> day of February, 1988, by Joseph Meyerhoff, II, as  
President of Versailles-River, Inc., a Maryland Corporation,  
on behalf of said corporation.

*Thomas F. Diorio*  
Notary Public  
My Commission Expires:



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PARCEL I

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 21 AND GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21 WITH THE WEST RIGHT-OF-WAY OF STATE ROAD A1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGES 67-74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 23 DEGREES 28' 11" EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 298.53 FEET; THENCE SOUTH 66 DEGREES 31' 49" WEST, A DISTANCE OF 191.73 FEET; THENCE SOUTH 89 DEGREES 48' 25" WEST, A DISTANCE OF 977.58 FEET; THENCE NORTH 34 DEGREES 34' 40" WEST, A DISTANCE OF 262.94 FEET; THENCE NORTH 00 DEGREES 11' 35" WEST, A DISTANCE OF 133.00 FEET TO THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20; THENCE NORTH 89 DEGREES 48' 25" EAST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21, A COMBINED DISTANCE OF 1184.23 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21 WITH THE WEST RIGHT-OF-WAY OF STATE ROAD A1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGES 67-74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 23 DEGREES 28' 11" EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 348.53 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 23 DEGREES 28' 11" EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 86.91 FEET TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21, A DISTANCE OF 219.93 FEET; THENCE NORTH 66 DEGREES 31' 49" EAST, A DISTANCE OF 202.03 FEET TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, WITH THE WEST RIGHT-OF-WAY OF STATE ROAD A1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN PLAT BOOK 2, PAGES 67-74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20, A COMBINED DISTANCE OF 1184.23 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 11' 35" EAST, A DISTANCE OF 133.00 FEET; THENCE SOUTH 34 DEGREES 34' 40" EAST, A DISTANCE OF 262.94 FEET; THENCE SOUTH 89 DEGREES 48' 25" WEST, A DISTANCE OF 625.60 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 45 DEGREES 00' 00" AND A RADIUS OF 29.00 FEET; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45 DEGREES 11' 35" WEST, A DISTANCE OF 60.97 FEET; THENCE NORTH 44 DEGREES 48' 25" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 45 DEGREES 11' 35" WEST A DISTANCE OF 393.99 FEET TO THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20; THENCE NORTH 89 DEGREES 48' 25" EAST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20, A DISTANCE OF 799.51 FEET TO THE POINT OF BEGINNING.

Exhibit "A"

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PARCEL II (Continued)

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA WITH THE WEST RIGHT-OF-WAY OF STATE ROAD 1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGE 67-74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA: THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20, A COMBINED DISTANCE OF 1983.74 FEET; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 393.99 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 31.00 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 62.69 FEET TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 2 OF SAID SECTION 20, A DISTANCE OF 434 FEET, MORE OR LESS TO THE WATERS EDGE OF THE INDIAN RIVER; THENCE NORTHWESTERLY MEANDERING THE WATERS EDGE OF THE INDIAN RIVER, A DISTANCE OF 108 FEET, MORE OR LESS; THENCE SOUTH 74 DEGREES 04' 40" EAST, A DISTANCE OF 343 FEET, MORE OR LESS; THENCE NORTH 89 DEGREES 48' 25" EAST, A DISTANCE OF 58.63 FEET; THENCE NORTH 44 DEGREES 48' 25" EAST, A DISTANCE OF 53.32 FEET TO THE POINT OF BEGINNING.

PARCEL III

A PARCEL OF LAND LYING IN A PORTION OF GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA WITH THE WEST RIGHT-OF-WAY OF STATE ROAD 1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGES 67-74, BREVARD COUNTY PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 1 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2, A COMBINED DISTANCE OF 1938.74 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 393.99 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 31.00 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 89.32 FEET; THENCE SOUTH 89 DEGREES 48' 25" WEST, A DISTANCE OF 58.63 FEET; THENCE NORTH 74 DEGREES 04' 40" WEST, A DISTANCE OF 343 FEET, MORE OR LESS, TO THE WATERS OF THE INDIAN RIVER; THENCE NORTHWESTERLY MEANDERING THE WATERS EDGE OF THE INDIAN RIVER A DISTANCE OF 317 FEET, MORE OR LESS TO THE INTERSECTION WITH THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2; THENCE NORTH 89 DEGREES 48' 25" EAST, ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2, A DISTANCE OF 288 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL (ROAD):

A PARCEL OF LAND LYING IN A PORTION OF GOVERNMENT LOT 1, SECTION 21 AND A PORTION OF GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION

ROAD PARCEL (continued)

OF THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA WITH THE WEST RIGHT-OF-WAY OF STATE ROAD 1A (64 FOOT R/W) AS DEFINED BY FLORIDA D.O.T. MAINTENANCE MAP RECORDED IN SURVEY BOOK 2, PAGES 67-74, BREVARD COUNTY PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 1 AND ALONG THE NORTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 2, A COMBINED DISTANCE OF 1983.74 FEET; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 393.99 FEET; THENCE SOUTH 44 DEGREES 48' 25" WEST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 45 DEGREES 11' 35" EAST, A DISTANCE OF 60.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 45 DEGREES 00' 00" AND A RADIUS OF 29.00 FEET; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 48' 25", A DISTANCE OF 1603.17 FEET; THENCE NORTH 66 DEGREES 31' 49" EAST, A DISTANCE OF 191.73 FEET TO THE AFORESAID WEST RIGHT-OF-WAY OF STATE ROAD 1A; THENCE SOUTH 23 DEGREES 28' 11" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 50.00 FEET; THENCE SOUTH 66 DEGREES 31' 49" WEST, A DISTANCE OF 202.03 FEET TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 21; THENCE SOUTH 89 DEGREES 48' 25" WEST ALONG THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTH 700 FEET OF SAID GOVERNMENT LOT 1 AND GOVERNMENT LOT 2, A COMBINED DISTANCE OF 1646.19 FEET; THENCE NORTH 45 DEGREES 11' 35" WEST, A DISTANCE OF 62.69 FEET; THENCE NORTH 44 DEGREES 48' 25" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 45 DEGREES 11' 35" WEST, A DISTANCE OF 31.00 FEET; THENCE NORTH 44 DEGREES 48' 25" EAST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

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PERMITTED EXCEPTIONS AS TO PARCEL I ONLY

1. Mortgage executed by Versailles-Melbourne I, Limited and Versailles-Melbourne II, Limited, both Maryland limited partnerships in favor of John Hancock Mutual Life Insurance Company dated November 18, 1986 and filed November 20, 1986 in Official Records Book 2749, Page 1036, Assignment of Rents recorded in Official Records Book 2749, Page 1047, UCC Financing Statement recorded in Official Records Book 2749, Page 1053, all in the Public Records of Brevard County, Florida.
2. Agreement between Versailles-Melbourne I, Limited and Board of County Commissioners of Brevard County, Florida filed August 19, 1981 in Official Records Book 2320, Page 2950, Public Records of Brevard County, Florida.
3. Public Utility Easement Maintenance filed March 22, 1983, in Official Records Book 2417, Page 2455, Public Records of Brevard County, Florida.
4. Agreement between Versailles-Melbourne IV, Inc., Versailles-Melbourne I, Limited, and Versailles-Melbourne II, Limited, filed March 22, 1983, in Official Records Book 2417, Page 2440, Public Records of Brevard County, Florida.
5. Agreement between Versailles-Melbourne I, Versailles-Melbourne II, Versailles-Melbourne IV, and the Board of County Commissioners of Brevard County, Florida, filed April 6, 1983, in Official Records Book 2420, Page 2789, Public Records of Brevard County, Florida.

(Versailles-Melbourne I)

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Exhibit "B-1" PAGE  
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PERMITTED EXCEPTIONS AS TO PARCEL II ONLY

1. Mortgage executed by Versailles-Melbourne I, Limited and Versailles-Melbourne II, Limited, both Maryland limited partnerships in favor of John Hancock Mutual Life Insurance Company dated November 18, 1986 and filed November 20, 1986 in Official Records Book 2749, Page 1036, Assignment of Rents recorded in Official Records Book 2749, Page 1047, UCC Financing Statement recorded in Official Records Book 2749, Page 1053, all in the Public Records of Brevard County, Florida.
2. Agreement between Versailles-Melbourne I, Limited and Board of County Commissioners of Brevard County, Florida filed August 19, 1981 in Official Records Book 2320, Page 2950, Public Records of Brevard County, Florida.
3. Ingress and Egress Easement filed March 22, 1983, in Official Records Book 2417, Page 2446, Public Records of Brevard County, Florida.
4. Public Utility Easement Maintenance filed March 22, 1983, in Official Records Book 2417, Page 2455, Public Records of Brevard County, Florida.
5. Easement to Florida Power & Light Company filed July 13, 1985, in Official Records Book 2441, Page 2719, Public Records of Brevard County, Florida.
6. Agreement between Versailles-Melbourne IV, Inc., Versailles-Melbourne I Limited, and Versailles-Melbourne II, Limited filed March 22, 1983, in Official Records Book 2417, Page 2440, Public Records of Brevard County, Florida.
7. Agreement between Versailles-Melbourne I, Versailles-Melbourne II, Versailles-Melbourne IV, and the Board of County Commissioners of Brevard County, Florida, filed April 6, 1983, in Official Records Book 2420, Page 2789, Public Records of Brevard County, Florida.

(Versailles-Melbourne II)

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[REDACTED]

PERMITTED EXCEPTIONS AS TO PARCEL III ONLY

1. Agreement between Versailles-Melbourne I, Limited and Board of County Commissioners of Brevard County, Florida filed August 19, 1981 in Official Records Book 2320, Page 2950, Public Records of Brevard County, Florida.
2. Ingress and Egress Easement filed March 22, 1983, in Official Records Book 2417, Page 2448, Public Records of Brevard County, Florida.
3. Easement between Versailles-Melbourne I, Limited, Versailles-Melbourne II, Limited, Versailles-Melbourne IV, Inc., and The County of Brevard filed March 22, 1983, in Official Records Book 2417, Page 2451, Public Records of Brevard County, Florida.
4. Agreement between Versailles-Melbourne IV, Inc., Versailles-Melbourne I, Limited, and Versailles-Melbourne II, Limited, filed March 22, 1983, in Official Records Book 2417, Page 2440, Public Records of Brevard County, Florida.
5. Agreement between Versailles-Melbourne I, Versailles-Melbourne II, Versailles-Melbourne IV, and the Board of County Commissioners of Brevard County, Florida, filed April 6, 1983, in Official Records Book 2420, Page 2789, Public Records of Brevard County, Florida.

(Versailles-River, Inc.)

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