

This Instrument Prepared By:
Ramsey Jones
Action No. 48899
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 RENEWAL

BOT FILE NO. 520353853

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Clearwater Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 5,
Township 29 South, Range 15 East, in Clearwater Harbor,
Pinellas County, Florida, containing 60,147 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated May 6, 2019.

TO HAVE THE USE OF the hereinabove described premises from April 30, 2024, the effective date of this lease renewal, through April 30, 2029, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 42-slip commercial docking facility to be used exclusively for the mooring of recreational vessels in conjunction with an upland city park and recreational complex, 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 \$12,474.49, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. 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(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

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

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

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

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

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to affect 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. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims..

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:

City of Clearwater, Florida
25 Causeway Boulevard
Clearwater, Florida 33767

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

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. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

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

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

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

BY: _____

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

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

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 6/16/2024
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Clearwater, Florida (SEAL)

Signature: _____

BY: _____

Printed Name: _____

Original Signature of Executing Authority

Address: _____

Brain J. Aungst Sr.

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

Signature: _____

Printed Name: _____

Address: _____

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Brain J. Aungst Sr. as Mayor, for and on behalf of City of Clearwater, Florida. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

Google Maps 69 Bay Esplanade



Map data ©2024 INEGI 500 ft

Section 5, Township 29 South, Range 15 East,
County of Pinellas, State of Florida

SURVEYOR'S REPORT

MAP OF BOUNDARY SURVEY AND MEAN HIGH WATER LINE SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER, THIS IS A FIELD SURVEY.

LEGAL DESCRIPTION:

LEGAL DESCRIPTION: (Parcel 1)

A parcel of land being a portion of Section 5, Township 29 South, Range 15 East, lying adjacent to Clearwater Harbor Channel, Pinellas County, Florida, being more particularly described as follows:

COMMENCE at an East corner of SANDPEARL, as recorded in Plat Book 129, Page 89 of the Public Records of Pinellas County, Florida; thence N02°41'34"E, along the East line of said SANDPEARL, same being the West Right-of-Way of MANDALAY AVENUE, same also being the East line of TRACT "A", according to THE REVISED MAP OF CLEARWATER BEACH, as recorded in Plat Book 19, Page 96, of the Public Records of Pinellas County, Florida, (being the basis of bearings for this legal description); for 110.50 feet to a Northeast corner of said SANDPEARL; thence N41°43'48"E, for 409.09 feet to the POINT OF BEGINNING; thence N32°20'25"E, for 23.90 feet; thence S57°38'06"E, for 13.06 feet; thence N66°55'38"E, for 84.42 feet; thence S23°19'10"E, for 24.27 feet; thence S66°36'49"W, for 96.84 feet; thence N37°39'35"W, for 26.02 feet to the POINT OF BEGINNING.

Containing 2.665 square feet or 0.061 acres, more or less.

LEGAL DESCRIPTION: (Parcel 2)

A parcel of land being a portion of Section 5, Township 29 South, Range 15 East, lying adjacent to Clearwater Harbor Channel, Pinellas County, Florida, being more particularly described as follows:

COMMENCE at an East corner of SANDPEARL, as recorded in Plat Book 129, Page 89 of the Public Records of Pinellas County, Florida; thence N02°41'34"E, along the East line of said SANDPEARL, same being the West Right-of-Way of MANDALAY AVENUE, same also being the East line of TRACT "A", according to THE REVISED MAP OF CLEARWATER BEACH, as recorded in Plat Book 19, Page 96, of the Public Records of Pinellas County, Florida, (being the basis of bearings for this legal description); for 110.50 feet to a Northeast corner of said SANDPEARL; thence N46°53'39"E, for 582.09 feet to the POINT OF BEGINNING; thence N43°38'17"E, for 54.19 feet; thence N79°50'28"E, for 135.09 feet; thence S74°42'57"E, for 132.40 feet; thence N11°22'24"E, for 36.38 feet; thence S76°21'42"E, for 10.36 feet; thence S11°26'19"W, for 36.77 feet; thence S69°57'47"E, for 37.09 feet; thence S02°07'45"W, for 101.52 feet; thence N89°36'48"W, for 138.30 feet; thence N00°10'28"E, for 29.78 feet; thence N89°55'59"W, for 135.21 feet; thence S00°04'01"W, for 6.78 feet; thence N89°56'39"W, for 60.33 feet; thence N00°34'34"E, for 58.02 feet; thence N46°41'09"W, for 8.16 feet to the POINT OF BEGINNING.

Containing 38.731 square feet or 0.889 acres, more or less.

LEGAL DESCRIPTION: (Parcel 3)

A parcel of land being a portion of Section 5, Township 29 South, Range 15 East, lying adjacent to Clearwater Harbor Channel, Pinellas County, Florida, being more particularly described as follows:

COMMENCE at an East corner of SANDPEARL, as recorded in Plat Book 129, Page 89 of the Public Records of Pinellas County, Florida; thence N02°41'34"E, along the East line of said SANDPEARL, same being the West Right-of-Way of MANDALAY AVENUE, same also being the East line of TRACT "A", according to THE REVISED MAP OF CLEARWATER BEACH, as recorded in Plat Book 19, Page 96, of the Public Records of Pinellas County, Florida, (being the basis of bearings for this legal description); for 110.50 feet to a Northeast corner of said SANDPEARL; thence N46°53'39"E, for 582.09 feet; thence N43°38'17"E, for 54.19 feet; thence N79°50'28"E, for 135.09 feet; thence S74°42'57"E, for 132.40 feet; thence N11°22'24"E, for 36.38 feet; thence S76°21'42"E, for 10.36 feet; thence S11°26'19"W, for 36.77 feet; thence S69°57'47"E, for 37.09 feet to the POINT OF BEGINNING; thence continue S69°57'47"E, for 39.96 feet; thence S79°31'36"E, for 124.22 feet; thence S03°28'31"W, for 29.61 feet; thence S87°00'19"E, for 34.61 feet; thence S02°31'23"W, for 39.96 feet; thence N87°13'03"W, for 35.50 feet; thence S02°57'51"W, for 15.87 feet; thence N87°02'09"W, for 168.04 feet; thence N02°57'51"E, for 17.62 feet; thence N89°36'45"W, for 8.03 feet; thence N02°07'45"E, for 101.52 feet to the POINT OF BEGINNING.

Containing 18,751 square feet or 0.430 acres, more or less.



FLORIDA DESIGN CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34638
PHONE: (800) 532-1047 FAX: (727) 848-3648 WWW.FLDESIGN.COM L.B. NO.6707

SANDPEARL BOAT DOCKS
BOUNDARY SURVEY AND MEAN HIGH WATER LINE SURVEY
SURVEYOR'S REPORT

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DAVID STANTINA
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 15 6971
STATE OF FLORIDA

REV:		EPN:	53	FIELD SURVEY DATE:	3-21-2018	SCALE:	NONE	DRAWN:	CRF	CHECKED:	BGD	QC:	JFP	Sheet	1	of	13
JOB NO.:	2017-042A																


Section 5, Township 29 South, Range 15 East,
County of Pinellas, State of Florida

ACCURACY:

1. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET.
2. THE PRIMARY CONTROL POINT POSITIONS FOR THIS SURVEY WERE ESTABLISHED FROM A MINIMUM OF TWO (2) KNOWN CITY OF CLEARWATER CONTROL POINTS (SEE PROJECT DATUM) USING GLOBAL POSITIONING SYSTEM METHOD WITH REAL TIME KINEMATIC SESSIONS. THE MAXIMUM POSITIONAL UNCERTAINTY OF THE PHYSICAL PRIMARY CONTROL POINTS IS COMPUTED TO BE 0.022 FEET (6.705 MILLIMETERS) USING ALGEBRAIC SUM MEAN OF THE PROCESSED POSITIONS AND OBTAINED VECTOR LENGTHS.
3. HORIZONTAL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.

DATA SOURCES:

1. BEARINGS FOR THIS SURVEY ARE BASED UPON THE EAST LINE OF SANDPEARL (SEE DATA SOURCES 3), BEING N02°41'34"E, AS SHOWN ON THE MAP OF SURVEY.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE INSURANCE COMMITMENT.
3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING PLATS: (a) "YACHT BASIN SUBDIVISION", AS RECORDED IN PLAT BOOK 25, PAGE 35; (b) "BELLE HARBOR", AS RECORDED IN PLAT BOOK 125, PAGE 15; (c) "MANDALAY THE ISLE OF A THOUSAND PALMS CLEARWATER BEACH UNIT NO. 5; (d) "SANDPEARL", AS RECORDED IN PLAT BOOK 129, PAGE: (e) "A RE-SUB OF BLOCKS 10-11 AND LOTS 2 TO 15 INCL. BLOCK 9 OF THE REVISED MAP OF CLEARWATER BEACH", AS RECORDED IN PLAT BOOK 19, PAGE 96; ALL OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
4. CERTIFIED CORNER RECORDS WERE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LAND BOUNDARY INFORMATION SYSTEM WEB SITE. (www.flabins.org)
5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE RECORD DOCUMENTS AS REFERENCED HEREON, ALL OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
6. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN SPECIFIC PURPOSE SURVEY PREPARED BY GEORGE A. SHIMP II AND ASSOCIATES, INCORPORATED, TITLED "SPECIFIC PURPOSE SURVEY", JOB NUMBER 060633, LAST REVISED 11-24-15.
7. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN SKETCH OF LEGAL DESCRIPTION PREPARED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, TITLED "SKETCH OF LEGAL DESCRIPTION TIF DEED NO. 17451", DATED 7-13-2015.



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SANDPEARL BOAT DOCKS

BOUNDARY SURVEY AND MEAN
HIGH WATER LINE SURVEY
SURVEYOR'S REPORT

SANDPEARL RESORT, LLC

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS. 6971
STATE OF FLORIDA

5-6-19

JOB NO.: 2017-042A EPN: 53 FIELD SURVEY DATE: 3-21-2018 SCALE: NONE DRAWN: CRF CHECKED: BGD QC: JTP Sheet 2 of 13

Section 5, Township 29 South, Range 15 East,
County of Pinellas, State of Florida

LIMITATIONS:

1. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR/CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
2. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. PRINTED DIMENSIONS SHOWN ON THE SURVEY SUPERSEDE SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
4. CALCULATED (C) GEOMETRY SHOWN HEREON WAS CALCULATED USING FIELD LOCATED POINTS AND CERTAIN PUBLISHED DATA (SEE DATA SOURCES).
5. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
6. SUBSURFACE FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.
7. IRRIGATION EQUIPMENT AND/OR THEIR APPURTENANCES HAVE NOT BEEN LOCATED UNLESS OTHERWISE SHOWN ON MAP OF SURVEY.
8. THE LOCATIONS OF THE UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES WERE PERFORMED BY A FIELD SURVEY AND ONLY LOCATED AS SHOWN ON THE MAP OF SURVEY. ONLY THE UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES WHICH WERE VISIBLE FROM GROUND LEVEL TO THE SURVEYOR ON THE ACTUAL DAY OF THE FIELD SURVEY WERE LOCATED AND MAPPED. NO EXCAVATIONS OR SUBSURFACE WORK EFFORTS OF ANY KIND WERE PERFORMED BY THE SURVEYOR TO VERIFY THE EXISTENCE OF ANY UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
9. HORIZONTAL DIMENSIONS FROM BOUNDARY LINES TO LOCATED ITEMS WHICH USE SYMBOLS (SEE SYMBOLS LEGEND) ARE MEASURED TO THEIR CENTER.
10. NO INFORMATION ON ADJOINING PROPERTY OWNERS WAS SUPPLIED TO THE SURVEYOR.
11. ORIGINAL FIELD WORK WAS COMPLETED ON 6-4-2018 AND IS CONTAINED IN FIELD BOOK 1425, PAGES 58 THROUGH 64.
12. LINE WORK FOR THE T1FF DEED NO. 17451 WAS DIGITIZED FROM THAT CERTAIN SKETCH OF LEGAL DESCRIPTION REFERENCED IN DATA SOURCES 7.
13. THE MEAN HIGH WATER SURVEY PROCEDURAL APPROVAL LETTER WAS RECEIVED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF SURVEYING AND MAPPING ON 03-21-2018.
14. THE MEAN HIGH WATER LINE ELEVATION OF 0.62 FEET (NAVD83) USED FOR THIS SURVEY WAS OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND WAS ESTABLISHED IN THE FIELD BY FLORIDA DESIGN CONSULTANTS INC. ON MAY 9, 2018. COORDINATES ARE BASED ON NATIONAL GEODETIC SURVEY NORTH AMERICAN DATUM 83(1990) ADJUSTMENT.
15. THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART 11, FLORIDA STATUTES.

BOUNDARY INCONSISTENCIES:

ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE LEGAL DESCRIPTION(S) AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY.

APPARENT PHYSICAL USE:

THE SUBJECT PROPERTY HAS DOCKS AND BOAT SLIPS AS SHOWN ON THE MAP OF SURVEY.

EASEMENTS/RIGHTS-OF-WAY:

1. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS AFFECTING THIS PROPERTY THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR/CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.



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REV: _____
JOB NO.: 2017-042A

EPN: 53 FIELD SURVEY DATE: 3-21-2018

SANDPEARL BOAT DOCKS
BOUNDARY SURVEY AND MEAN HIGH WATER LINE SURVEY SURVEYOR'S REPORT
SANDPEARL RESORT, LLC

SCALE: NONE DRAWN: CRF CHECKED: BGD

QC: JJP Sheet 3 of 13

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: LS 6971
STATE OF FLORIDA
5-6-19

ABBREVIATIONS LEGEND

Section 5, Township 29 South, Range 15 East,
County of Pinellas, State of Florida

AC = Acres	EOW = Edge of Water	MHW = Mean High Water	RNG = Range
A/C = Air Conditioner	E/P = Edge of Pavement	MOL = More or Less	RWV = Reclaimed Water Valve
ADW = Asphalt Driveway	ERCP = Elliptical Reinforced Concrete Pipe	N = North	R/W = Right of Way
ADS = Advance Drainage Systems	ESMT = Easement	N/C = No Cap	S = South
ASPH = Asphalt	(F) = Field Data	N/F = Not Found	SCM = Set Concrete Monument (4"x4" PRM, LB 6707)
B/C = Back of Curb	FCM = Found Concrete Monument (4"x4" PRM, LB 6707 Unless otherwise noted)	NAD = North American Datum	SEC = Section
BCCM = Board of County Commissioners Minutes Book		NAVJ = North American Vertical Datum	SHW = Seasonal High Water Elevation
BFPD = Back Flow Prevention Device		NGS = National Geodetic Survey	SIR = Set 5/8" Iron Rod and Cap, FDC LB 6707
BPD = Building	FDOT = Florida Department of Transportation	NGVD = National Geodetic Vertical Datum	SIR(W) = Set 5/8" Iron Rod and Cap, FDC LB 6707 WITNESS PT
BNDY = Boundary	FH = Fire Hydrant	NP = Normal Pool Elevation	SMH = Sanitary Manhole
BWF = Barb Wire Fence	FIR = Found Iron Rod and Cap	(NR) = Non Radial	SN&D = Set Nail and Disk, PRM LB 6707
(C) = Calculated Data	FN = Found Nail	O/A = Overall	SN&D(W) = Set Nail and Disk, FDC LB 6707 WITNESS PT
C/C = Covered Concrete	FLWP = Found Lighter Wood Post	OHW = Overhead Wire	SQ = Square
CCCL = Coastal Construction Control Line	FND = Found	ORB = Official Record Book	SR = State Road
CCR = Certified Corner Record	FN&D = Found Nail and Disk	(PA) = Property Appraisers Map Data	STY = Story
CDW = Concrete Driveway	FN&TT = Found Nail and Tin Tab	PB = Plat Book	S/W = Sidewalk
CI = Curb Inlet	FOP = Found Open End Iron Pipe	PC = Point of Curvature	TBM = Temporary Benchmark
CLF = Chain Link Fence	FPP = Electric Power Box	PACED = Pinellas County Engineering Department	TOB = Top of Bank
CM = Concrete Monument	FPC = Electric Power Company	PCSD = Pinellas County Survey Department	TRAV = Traverse
CMP = Corrugated Metal Pipe	FPP = Found Pinched Iron Pipe	PACSD = Pinellas County Survey Department	(TYP) = Typical
CO = Clean out	FRRS = Found Railroad Spike	PCP = Permanent Control Point	TWP = Township
CONC = Concrete	FT = Feet	PG(S) = Pages	U/P = Utility Pole
COR = Corner	F/T = Fence Tie	PI = Point of Intersection	VCP = Vitrified Clay Pipe
CPB = Condo Plat Book	FXC = Found X-cut	PID = Permanent Identification Number	W = West
C/S = Concrete Slab	G/A = Guy Wire Anchor	R = Property Line	(W) = Witness
C/T = Curb Tie	GE = Grate Elevation	PLS = Professional Land Surveyor	W/W = With
DB = Deed Book	GI = Grate Inlet	POB = Point of Beginning	W/F = Wood Fence
DCVA = Double Check Valve Assembly	GV = Gas Valve	POC = Point of Commencement	WM = Water Meter
DNR = Department of Natural Resources	IE = Invert Elevation	POL = Point on Line	WUP = Wood Utility Pole
DEPT = Department	INV = Invert	PRM = Permanent Reference Monument	W/T = Wall Tie
DIA = Diameter	LB = Corporate Certification Number	PSM = Professional Surveyor and Mapper	WV = Water Valve
DIP = Ductile Iron Pipe	LP = Light Pole	PT = Point of Tangency \ Point	xx' = Degrees
DMH = Drainage Manhole	LS = Licensed Surveyor	PVC = Polyvinyl Chloride Pipe	xx' = Minutes (Bearings)
E = East	MAS = Masonry	(R) = Recorded Data	xx" = Seconds (Bearing)
ECMP = Elliptical Corrugated Metal Pipe	MES = Mitered End Section	RCP = Reinforced Concrete Pipe	xx' = Feet (Distances)
EL = Elevation	MH = Manhole	RLS = Registered Land Surveyor	



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JOB NO.: 2017-042A EPN: 53 FIELD SURVEY DATE: 3-21-2018 SCALE: NONE DRAWN: CRF CHECKED: BGD QC: JTP Sheet 5 of 13

SANDPEARL BOAT DOCKS
BOUNDARY SURVEY AND MEAN HIGH WATER LINE SURVEY SURVEYOR'S REPORT AND LEGENDS
SANDPEARL RESORT, LLC

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 15,6971
STATE OF FLORIDA

Section 5, Township 29 South, Range 15 East,
County of Pinellas, State of Florida

SYMBOLS LEGEND

- + = Aerial Target
- ⊕ = Bench Mark
- ⊕ = Cable TV Paint Stripe
- ⊕ = Cable TV Box
- ⊕ = Communications Manhole
- ⊕ = Concrete Light Pole
- ⊕ = Concrete Post
- ⊕ = Concrete Utility Pole
- ⊕ = Drainage Manhole
- ⊕ = Electric Box
- ⊕ = Electric Manhole
- ⊕ = Electric Power Paint Stripe
- ⊕ = Electric Power Pedestal
- ⊕ = Fire Hydrant
- ⊕ = Flag Pole
- ⊕ = Gas Line Marker
- ⊕ = Gas Filler Cap
- ⊕ = Gas Valve
- ⊕ = Gas Meter Box
- ⊕ = Gas Line Paint Stripe
- ⊕ = Grate Inlet
- ⊕ = Telephone Manhole
- ⊕ = Telephone Pedestal
- ⊕ = Telephone Marker
- ⊕ = Guy Anchor
- ⊕ = Light Pole
- ⊕ = Mail Box
- ⊕ = Metal Post
- ⊕ = Monitoring Well
- ⊕ = Parking Meter
- ⊕ = Reclaimed Water Paint Stripe
- ⊕ = Reclaimed Water Box
- ⊕ = Reclaimed Water Valve
- ⊕ = Sanitary Sewer Manhole
- ⊕ = Sanitary Cleanout
- ⊕ = Sanitary Sewer Paint Stripe
- ⊕ = Section Corner
- ⊕ = Siamese Connection
- ⊕ = Sign
- ⊕ = Sprinkler Control Box
- ⊕ = Sprinkler Head
- ⊕ = Storm Water Paint Stripe
- ⊕ = Traffic Signal Box
- ⊕ = Traffic Signal Pole
- ⊕ = Water Line Paint Stripe
- ⊕ = Water Meter
- ⊕ = Water Valve
- ⊕ = Wood Utility Pole
- ⊕ = Wood Light Pole
- ⊕ = Wood Post

⊕ = Point of Elevation
 25.2' = Calculated Dimension from Structure
 to Boundary / Right-of-Way Line



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SANDPEARL BOAT DOCKS

BOUNDARY SURVEY AND MEAN HIGH WATER LINE SURVEY SURVEYOR'S REPORT AND LEGENDS

SANDPEARL RESORT, LLC

JOB NO.: 2017-042A EPN: 53 FIELD SURVEY DATE: 3-21-2018 SCALE: NONE DRAWN: CRF CHECKED: BGD QC: JTR Sheet 6 of 13

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JARED T. PATENAUDE
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER: 15 6971
 STATE OF FLORIDA

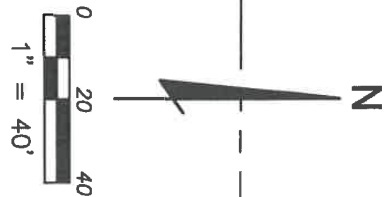
Section 5, Township 29 South, Range 15 East,
County of Pinellas, State of Florida

N88°06'31"E(F) 859.88'(F)
REFERENCE LINE(2)

BAY ESPLANADE(F)

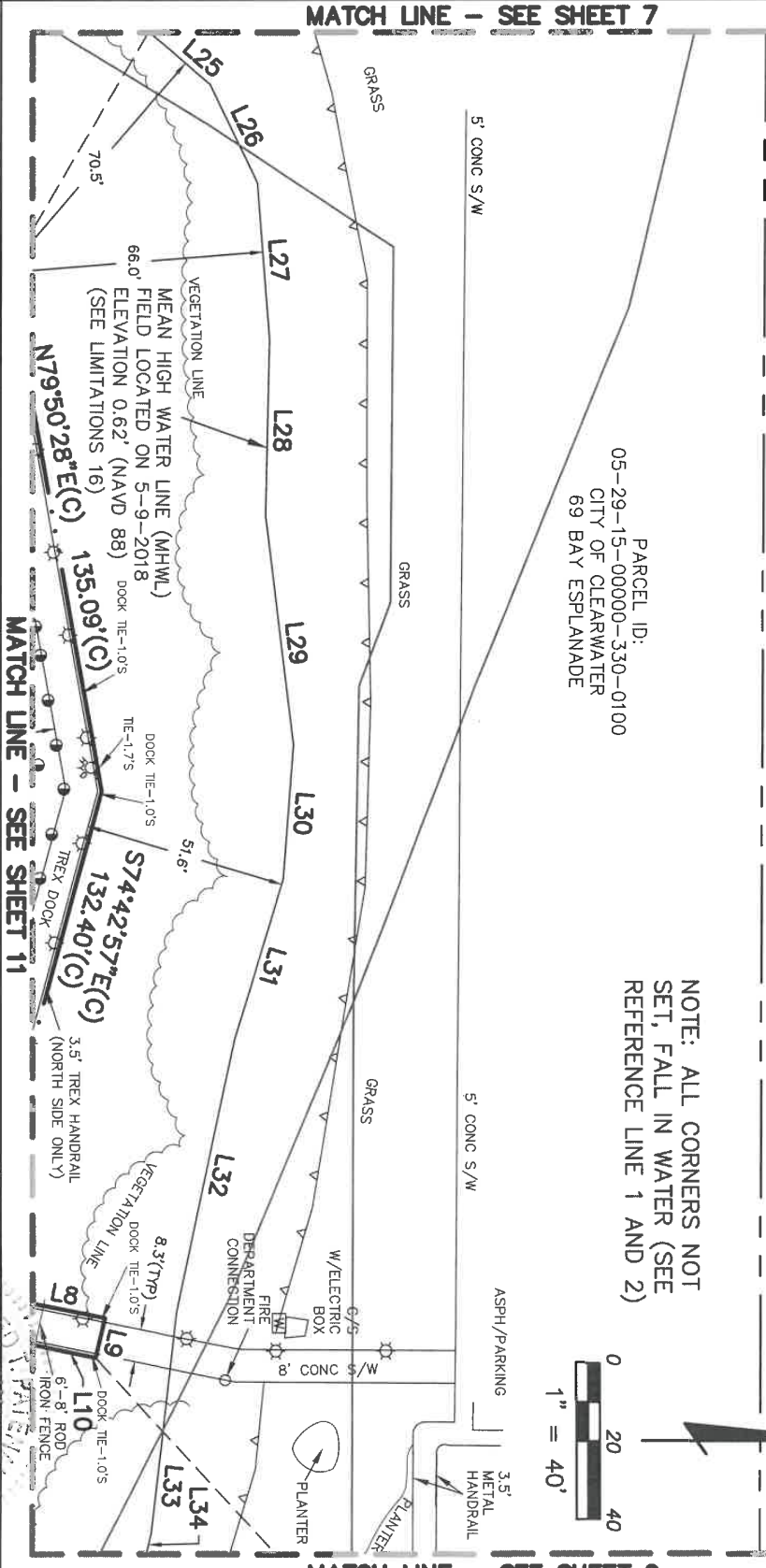
PARCEL ID:
05-29-15-00000-330-0100
CITY OF CLEARWATER
69 BAY ESPLANADE

NOTE: ALL CORNERS NOT
SET, FALL IN WATER (SEE
REFERENCE LINE 1 AND 2)



MATCH LINE - SEE SHEET 7

MATCH LINE - SEE SHEET 9



**FLORIDA DESIGN
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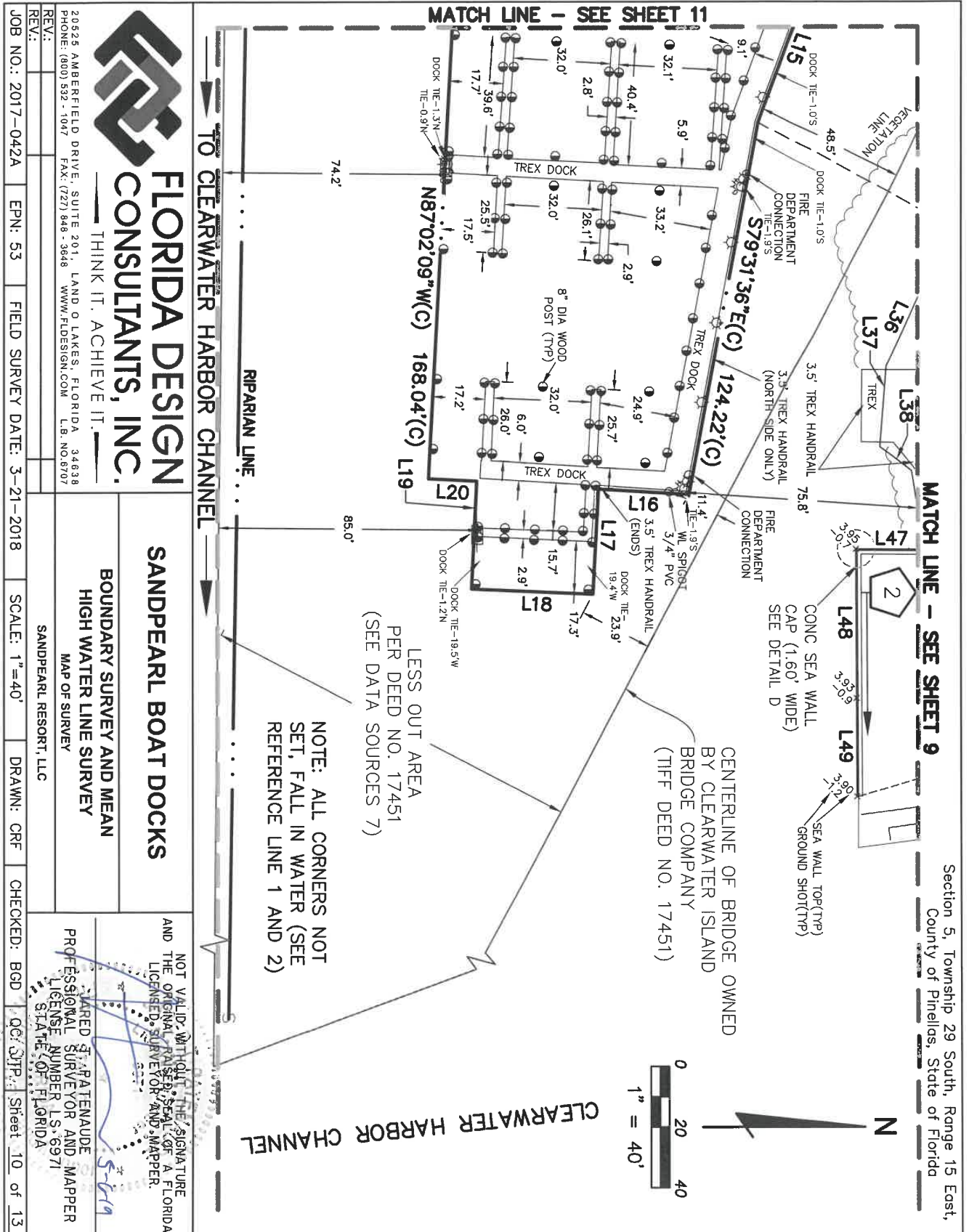
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REV: _____
JOB NO.: 2017-042A EPN: 53 FIELD SURVEY DATE: 3-21-2018

SANDPEARL BOAT DOCKS
BOUNDARY SURVEY AND MEAN
HIGH WATER LINE SURVEY
MAP OF SURVEY

SANDPEARL RESORT, LLC

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.
JARED T. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6971
STATE OF FLORIDA



FLORIDA DESIGN CONSULTANTS, INC.

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PHONE: (800) 532-1047 FAX: (727) 948-3648 WWW.FLDESIGN.COM L.B. NO.6707

SANDPEARL BOAT DOCKS

BOUNDARY SURVEY AND MEAN HIGH WATER LINE SURVEY

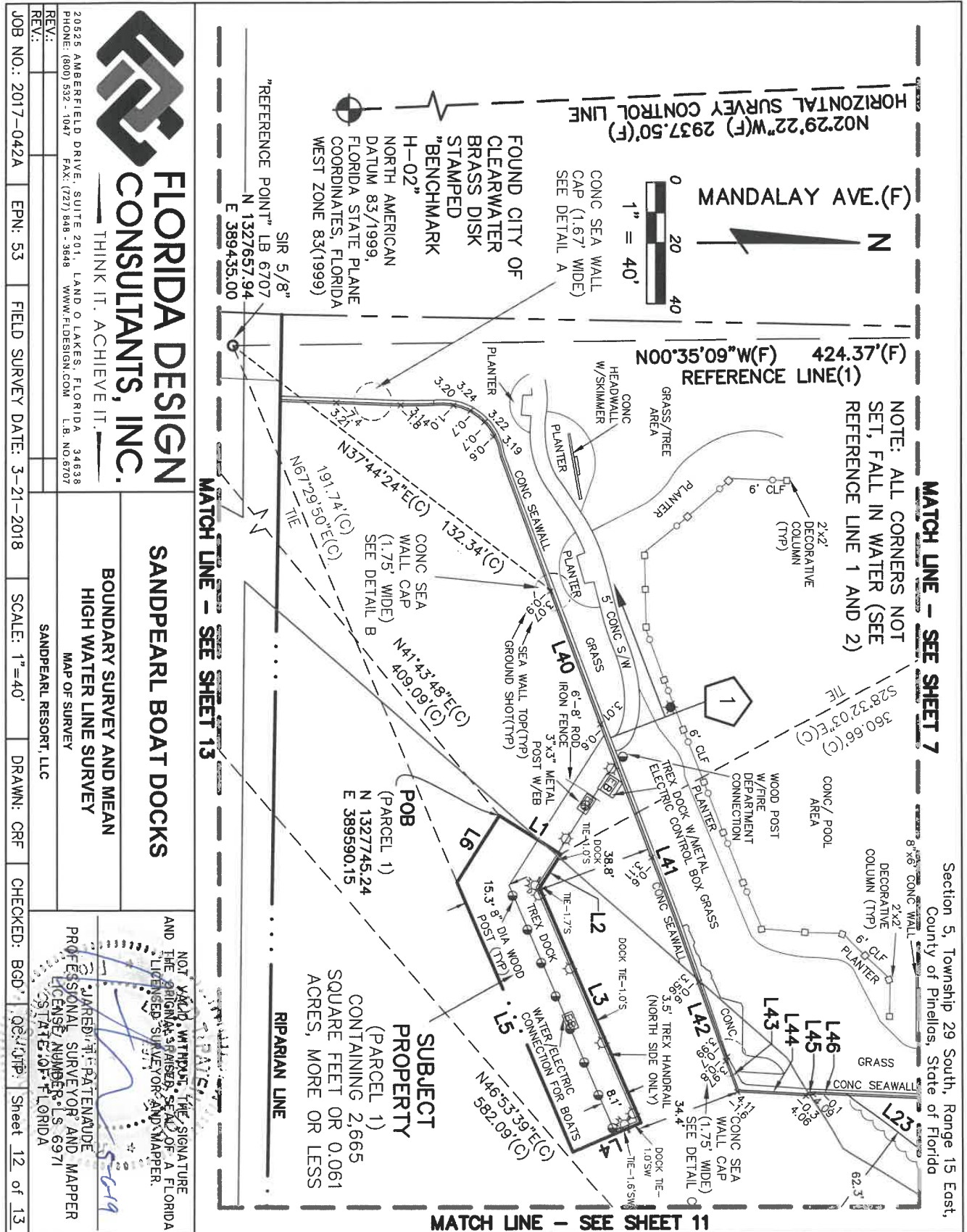
MAP OF SURVEY

SANDPEARL RESORT, LLC

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

J. PATENAUDE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 15,697
STATE OF FLORIDA

Sheet 10 of 13



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SANDPEARL BOAT DOCKS

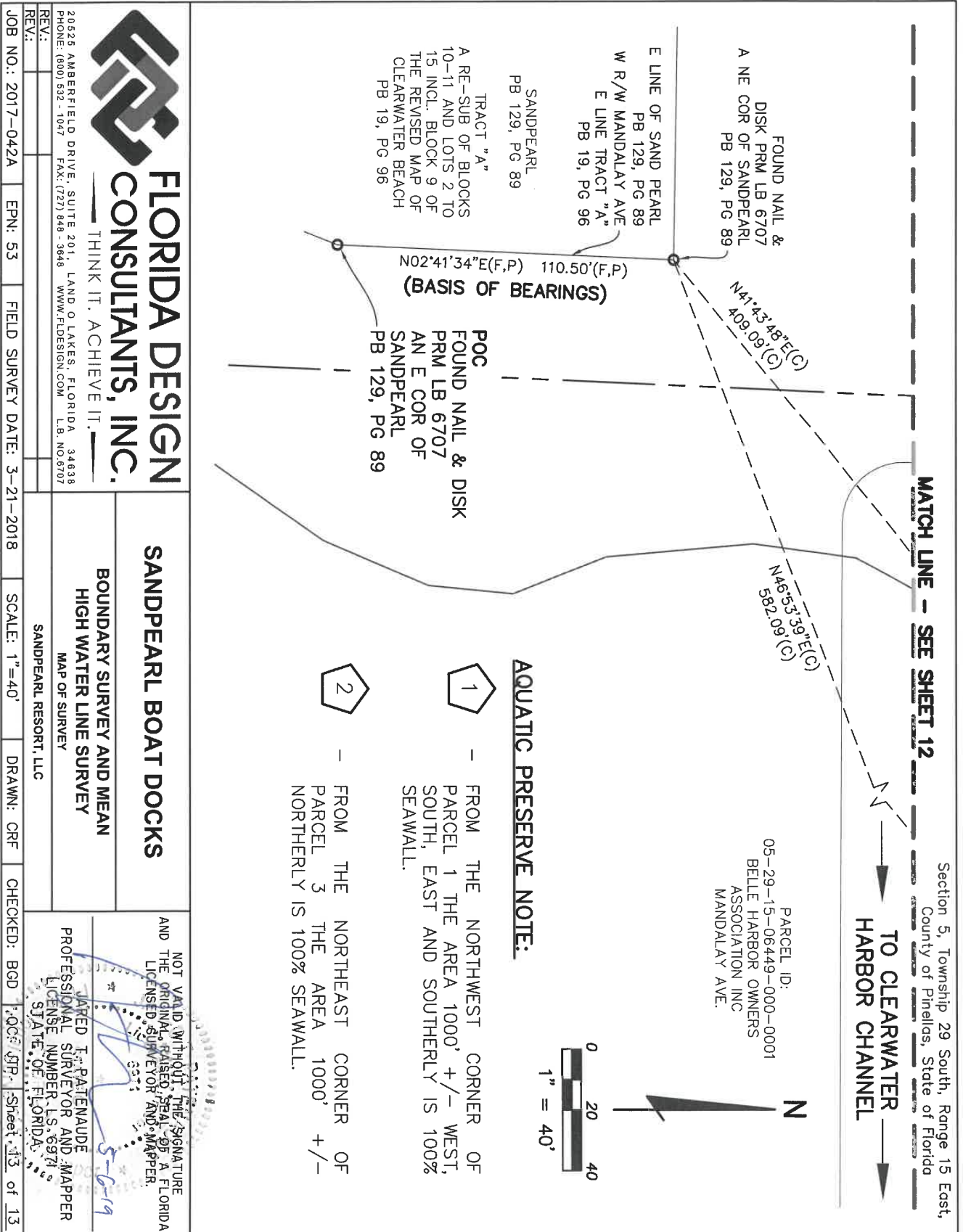
BOUNDARY SURVEY AND MEAN HIGH WATER LINE SURVEY
 MAP OF SURVEY
 SANDPEARL RESORT, LLC

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL STAMP OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JARRED T. PATENAUDE
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER: LS 6971
 STATE OF FLORIDA

SCALE: 1"=40' DRAWN: CRF CHECKED: BGD

Sheet 12 of 13



IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
Civil Division

Received
MAR 11 2018
City Attorney

BAYESPLANADE.COM, LLC,
A Florida Limited Liability Company

Plaintiff,

v.

Case No.: 16-000697-CI

CITY OF CLEARWATER,

Defendant.

FINAL JUDGMENT QUIETING TITLE

This cause came before the Court on March 2, 2017, upon the motion of Defendant, City of Clearwater to enter a final judgment quieting title in accordance with the decision and holding of the Second District Court of Appeals in *City of Clearwater v. Bayesplanade.com, LLC*, 251 So.3d 249 (Fla. 2nd DCA 2018), and the mandate issued therein on September 13, 2018, and, therefore,

Accordingly, it is **ORDERED** and **ADJUDGED**

1. That the order granting "Final Summary Judgment Quieting Title" in favor of Plaintiff, BayesplanadeLLC.com, issued on April 18, 2017, is hereby rescinded and revoked;
2. That final judgment quieting title is hereby granted to Defendant, City of Clearwater;
3. That the Defendant, City of Clearwater, is the owner of the following described real property described as being a parcel of land, situate, lying, and being in the County of Pinellas, State of Florida, to-wit:

[LT16-1510-193/201586/1]

BEGINNING ON THE SHORE OF THE GULF OF MEXICO AT A POINT WHERE THE NORTH LINE OF THE TRACT OF LAND DESIGNATED AS "CLEARWATER CITY PARK" ON A PLAT OF CLEARWATER BEACH AS THE SAME IS RECORDED IN PLAT BOOK 5, PAGE 2 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, IF PROLONGED WEST WOULD INTERSECT SAID GULF SHORE, THENCE RUN SOUTHERLY ALONG SAID SHORE LINE FOUR HUNDRED (400) FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID "CLEARWATER CITY PARK" TO THE WATERS OF CLEARWATER BAY AS OF THE 17TH DAY OF MAY, 1917; THENCE NORTHEASTERLY ALONG CLEARWATER BAY TO A POINT WHERE SAID LINE WOULD INTERSECT THE NORTH LINE OF SAID "CLEARWATER CITY PARK" IF PROLONGED EAST; THENCE WEST TO THE POINT OF BEGINNING; TOGETHER WITH ALL LANDS LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID TRACT EXTENDED EASTWARDLY TO THE CHANNEL OF CLEARWATER HARBOR; TOGETHER WITH ALL RIPARIAN RIGHTS.

4. The Defendant, City of Clearwater's title to the property is quieted against the claims of the Plaintiff, Bayesplanade.com, LLC, and all persons or parties claiming by, through, under, or against the Plaintiff, Bayesplanade.com, LLC, and that the Defendant, City of Clearwater shall have ownership of the same, free and unencumbered from the claims of or from any of the aforesaid parties.

DONE AND ORDERED in Chambers in Clearwater, Pinellas County, Florida this

_____ day of _____, 2019.

Jack R. St. Arnold
Circuit Court Judge



Conformed copies to:

Robert V. Potter, Esquire,
Paul Richard Hull, Esquire