



City of Tarpon Springs, Florida

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711
FAX (727) 937-8199

MEMORANDUM

July 27, 2021

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS
FROM: RON HARRING, CPFO, CGFO, FINANCE DIRECTOR
SUBJECT: **SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL**

RECOMMENDATION:

To approve Sovereignty Submerged Lands Fee Waived Lease Renewal with the State of Florida and with approval and notarized signature of Mayor Chrisostomos Alahouzos.

BACKGROUND:

The City obtained a Sovereignty Submerged Lands Fee Waived Lease Renewal from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. This lease is for the Submerged Lands located at the Municipal Marina. The term of the lease is for five (5) years and the State has prepared a renewal agreement. This will allow the City to continue operating the Municipal Marina over those submerged lands.

This Instrument Prepared By:
Lisa-Marie Kessler
Action No. 41497
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 FEE WAIVED LEASE RENEWAL

BOT FILE NO. 520009053

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

A parcel of sovereignty submerged land in
Section 12, Township 27 South, Range 15 East, in Tarpon Springs,
Pinellas County, Florida, containing 25,240 square feet, more or less,
as is more particularly described and shown on Attachment A, dated May 5, 2018.

TO HAVE THE USE OF the hereinabove described premises from October 11, 2018, the effective date of this lease renewal, through October 11, 2023, 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 17-slip municipal docking facility to be used exclusively for mooring of recreational vessels and charter boats in conjunction with an upland municipal marina, 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 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 52-0180307-006-EI, dated July 24, 2018, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

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

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

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

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

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

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

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

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

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

City of Tarpon Springs, Florida
PO Box 5004
Tarpon Springs, Florida 34688

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

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

Original Signature

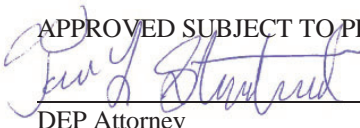
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

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

APPROVED SUBJECT TO PROPER EXECUTION:



07/21/2021

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Tarpon Springs, Florida (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Chrisostomas Alahouzos
Typed/Printed Name of Executing Authority

Original Signature

Mayor
Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization this _____ day of _____, 20____, by Chrisostomas Alahouzos as Mayor, for and on behalf of City of Tarpon Springs, Florida. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires:

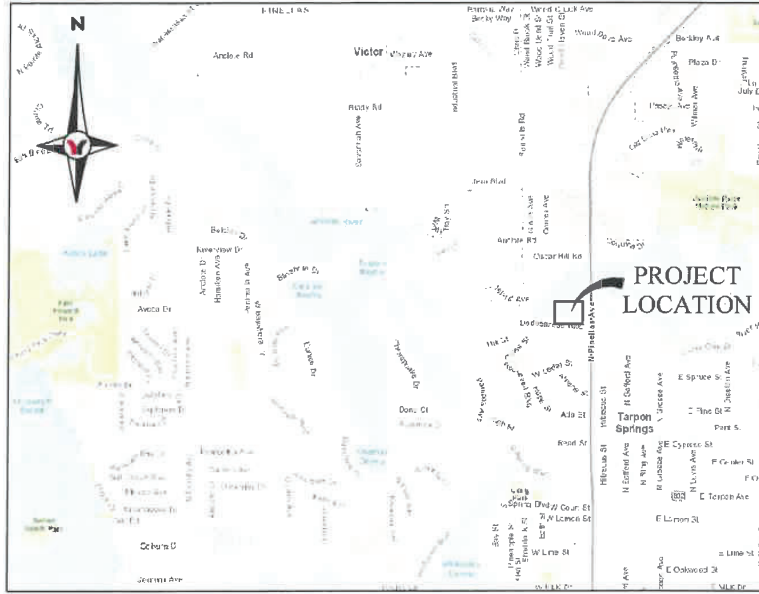
Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

VICINITY MAP - NOT TO SCALE



RECEIVED
Florida Department of
Environmental Protection
JUN 28 2018
Southwest District
Temple Terrace

SHEET INDEX:

- 1 Vicinity Map, Notes and Legend
- 2 Lease Parcel Descriptions
- 3 Upland Parcel Detail
- 4 Lease Parcel Detail
- 5 Existing Structures Detail
- 6 Proposed Structures Detail

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. The face of seawall as shown hereon represents the approximate Mean High Water Line.
3. Lease Area contains 25,240 square feet or 0.579 acre, more or less.
4. Site has approximately 349 feet of linear shoreline.
5. Basis of Bearings: N84°03'58"W, along the North right of way of Dodecanese Boulevard.
6. Elevations are based on National Geodetic Survey (NGS) benchmark "872 6903 B Tidal", (PID #DG5384), having a published elevation of 4.01 feet, referenced to the North American Vertical Datum of 1988 (NAVD 88).
7. State Plane coordinates hereon are based on North American Datum of 1927 (NAD27). Conventional GPS methods were used based on North American Datum of 1983 (NAD83), and then were converted to NAD27, using the U.S. Army Corps of Engineers, "Corpscon" software.
8. As per field inspection, the approximate Mean High Water Line appears to be at the seaward face of the existing seawall. The approximate Mean High Water Line as shown on this map is not a tidal property boundary and was not located in accordance with procedures specified in "Florida Coastal Mapping Act of 1974", Chapter 177, Part II of the Florida Statutes and the "Rules of the Department of Environmental Protection", Chapter 18-3 of the Florida Administrative Code.
9. Shoreline extending 1000 feet Westerly consist of 100% seawall with no shoreline vegetation. Shoreline extending 1000 feet in a northeasterly, northerly, and easterly direction consist of 55% seawall with no shoreline vegetation and 45% of natural shoreline with scattered mangroves, seagrapes and buttonwood.
10. This is a field survey.
11. The proposed dock layout is from the Contract Plans for Tarpon Springs Marina Dredging and Floating Dock Installation, prepared for the City of Tarpon Springs, FL, by Cardno on 4/4/18.
12. Piles adjacent to existing docks were not mapped unless shown.
13. The Mean High Water elevation at the project site is 0.71 feet NAVD 88 per Tide Station Number 872-6908.
14. This survey is intended to be displayed at the scales shown hereon or smaller.
15. Additions to or deletions from survey maps or reports by other than the signing party or parties are prohibited without the written consent of the signing party or parties.
16. The survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
17. Information shown on sheet 3, for the Upland Parcel, (Parcel "A"), was obtained from the Pinellas County Property Appraisers website. No deed of record was provided to this surveyor.

LEGEND:

A.C.O.E.	U.S. Army Corps of Engineers
BOT	Board of Trustees of the Internal Improvement Trust Fund
(C)	Calculated
(D)	Deed
CONC	Concrete
FDEP	Florida Department of Environmental Protection
FIR	Found Iron Rod
GNSS	Global Navigation Satellite System
IRCF	Found Iron Rod with Cap
IRCS	Set Iron Rod with Cap
ID	Identification
LB	Licensed Business
LS	Licensed Surveyor
(M)	Measured
MHWL	Mean High Water Line
NAVD	North American Vertical Datum
NGS	National Geodetic Survey
O.R.	Official Records
P.O.B	Point of Beginning
P.O.R.	Point of Reference
PID	Permanent Identifier
PLS	Professional Land Surveyor
PSM	Professional Surveyor and Mapper
RTK	Real-Time Kinematic
SLL	Sovereignty Submerged Land Lease
TBM	Temporary Benchmark
USACE	United States Army Corps of Engineers
⊕	Slip Identification
•	Existing Wood Pile (Unless otherwise noted)
○	Proposed Wood Pile
□	Concrete

PREPARED FOR:
CITY OF TARPON SPRINGS
 324 E. PINE STREET
 TARPON SPRINGS, FL 34689

SUBMERGED LAND LEASE
TARPON SPRINGS CITY MARINA
 SECTION 12 TOWNSHIP 27 S., RANGE 15 E.

CERTIFIED TO:
 Board of Trustees of Internal Improvement
 Trust Fund of the State of Florida

	INITIALS	DATE
CREW CHIEF	SP/LP	5/2/18
DRAWN	GMIK	5/4/18
CHECKED	GSN	5/5/18
FIELD BOOK		
FIELD DATE		5/2/18

GREG S. NIPPER PSM LS 5683
 DATE 5/2/18



George F. Young, Inc.
 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
 PHONE (727) 822-4317 FAX (727) 822-2819
 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM
 CML & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE
 PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING
 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
 14Y092355S
 SHEET NO.
 1 OF 6

FILE: I:\project\sur\14Y092355S\DWG\14Y092355S009R.dwg
 PLOTTED: 6/15/2018 9:11 AM
 LOGIN: Kime, Greg

LEGAL DESCRIPTION - LEASE PARCEL:

A parcel of submerged land lying within the Anclote River in Section 12, Township 27 South, Range 15 East, Pinellas County, Florida, and lying adjacent to a upland parcel described as Lot 3, Block 53, Official Map of Tarpon Springs, according to the plat thereof recorded in Plat Book 4, Page 79, of the Public Records of Pinellas County, Florida, herein after being referred to as Parcel "A", and being more particularly described as follows.

From a found Rivet and Disk (No ID) lying on the apparent North R/W line of Dodecanese Boulevard and at the southeasterly most corner of Parcel "A, as a Point of Reference; thence along the east line of said Parcel "A", North 05°56'11" West, 43.18 feet to a found screw and disk "LB1834" at the northeasterly corner of Parcel "A"; Thence continue North 05°56'11" West, 0.35 feet plus or minus to a point on the face of seawall and the Mean High Water Line also being the Point of Beginning; Thence leaving said face of seawall and Mean High Water Line, North 05°56'11" West 131.82 feet; thence North 87°50'32" West, 115.50 feet; Thence North 02°09'28" East, 49.95 feet; thence North 87°50'32" West, 98.19 feet; thence South 00°21'32" East, 50.00 feet more or less to a point on the face of seawall and the Mean High Water Line; thence along said seawall and Mean High Water Line the following two (2) courses: (1) South 87°50'32" East, 47.00 feet plus or minus; (2) South 00°21'32" East, 104.20 feet plus or minus; thence leaving said seawall and Mean High Water Line and along the northern boundary of the aforementioned Parcel "A" the following three (3) courses: (1) North 89°38'28" East, 50.19 feet; (2) South 00°21'32" East, 14.18 feet; (3) South 05°56'02" West, 6.00 feet plus or minus to a point on the face of seawall and the Mean High Water Line; thence along said seawall and Mean High Water Line South 84°03'58" East, 128.40 feet to the Point of Beginning

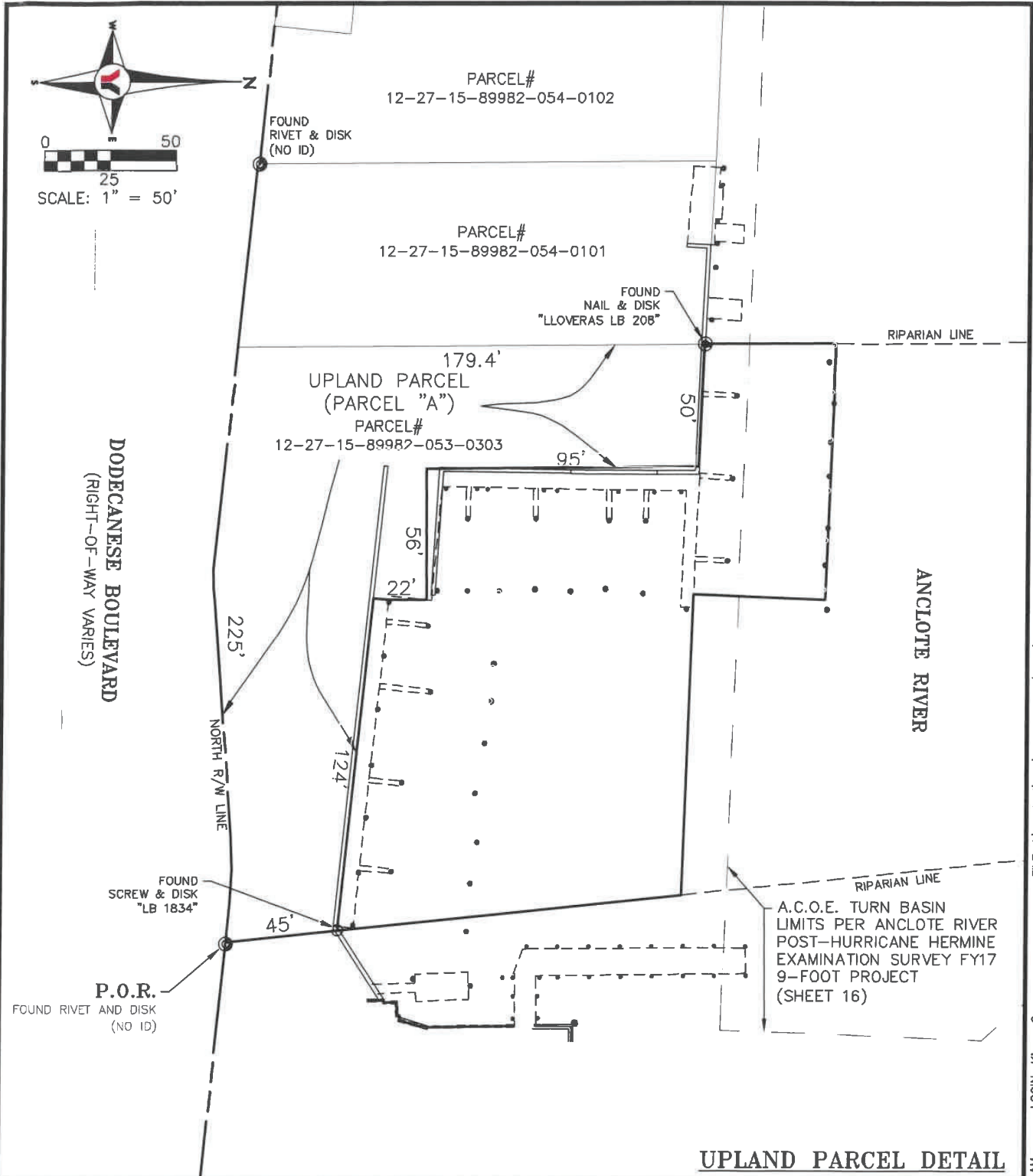
Containing 25,240 square feet or 0.579 acres, more or less.

BSM APPROVED

By: J.A. Date: 6/27/2018

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PREPARED FOR: CITY OF TARPON SPRINGS 324 E. PINE STREET TARPON SPRINGS, FL 34689		SUBMERGED LAND LEASE TARPON SPRINGS CITY MARINA SECTION 12, TOWNSHIP 27 S., RANGE 15 E.		REVISION BY DATE DESCRIPTION	
CREW CHIEF DRAWN CHECKED FIELD BOOK FIELD DATE	INITIALS SP/LP GMK GSN	DATE 5/2/18 5/4/18 5/5/18	SEE SHEET 1 FOR NOTES, LEGEND, SIGNATURE AND SEAL		
 Since 1919		George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2919 BUSINESS ENTITY LB21 WWW.GEORGEF.YOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE * LAKEWOOD RANCH * ORLANDO * ST. PETERSBURG * TAMPA			JOB NO. 14Y09235SS SHEET NO. 2 OF 6



UPLAND PARCEL DETAIL

PREPARED FOR:
 CITY OF TARPON SPRINGS
 324 E. PINE STREET
 TARPON SPRINGS, FL 34689

SUBMERGED LAND LEASE
TARPON SPRINGS CITY MARINA
 SECTION 12, TOWNSHIP 27 S., RANGE 15 E.

REVISIONS	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF	SP/LP	5/2/18
DRAWN	GMK	5/4/18
CHECKED	GSN	5/5/18
FIELD BOOK		
FIELD DATE		5/4/18

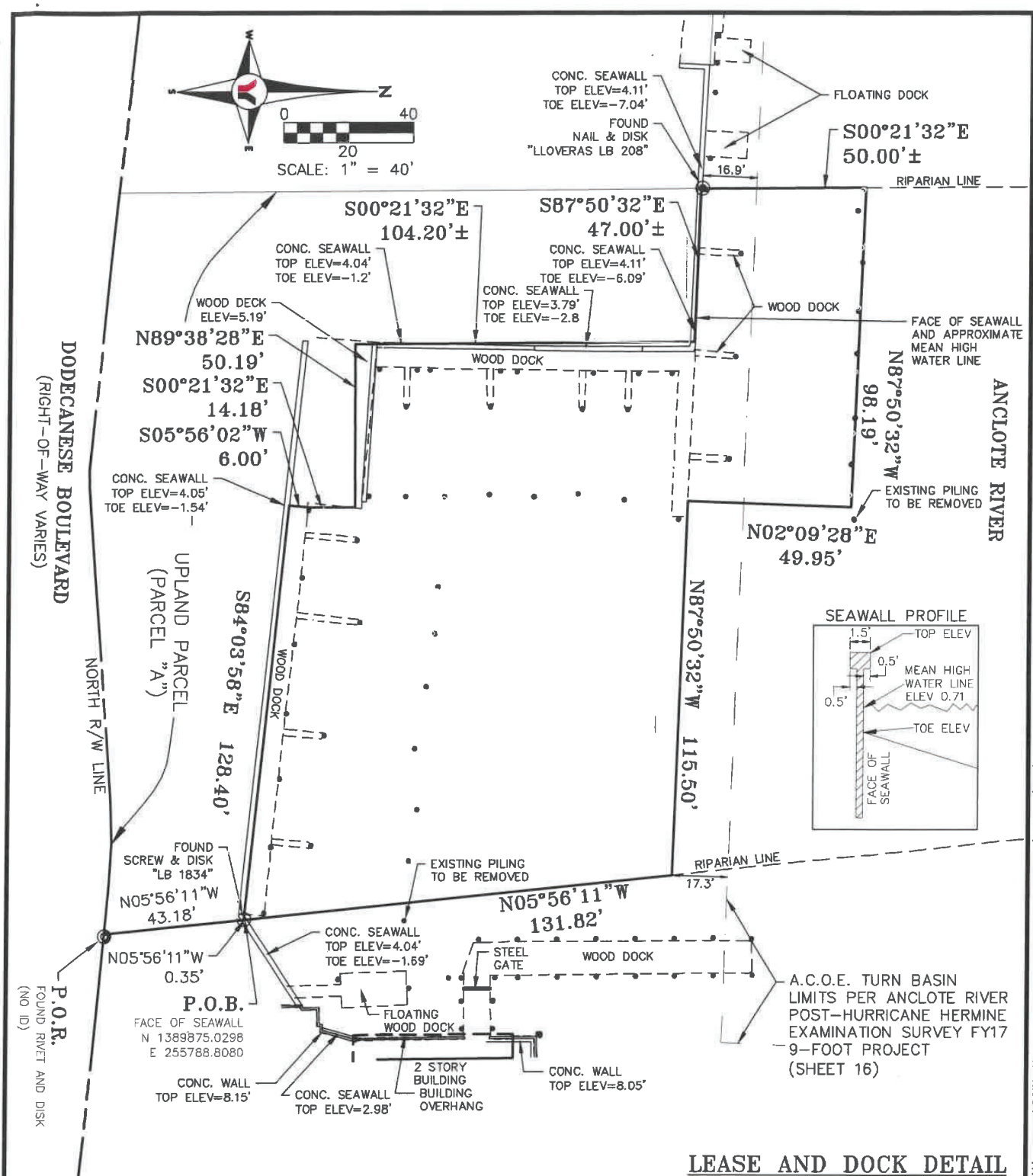
SEE SHEET 1 FOR NOTES,
 LEGEND, SIGNATURES AND SEAL



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JOB NO.
 14Y09235SS
 SHEET NO.
3 OF 6

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LEASE AND DOCK DETAIL

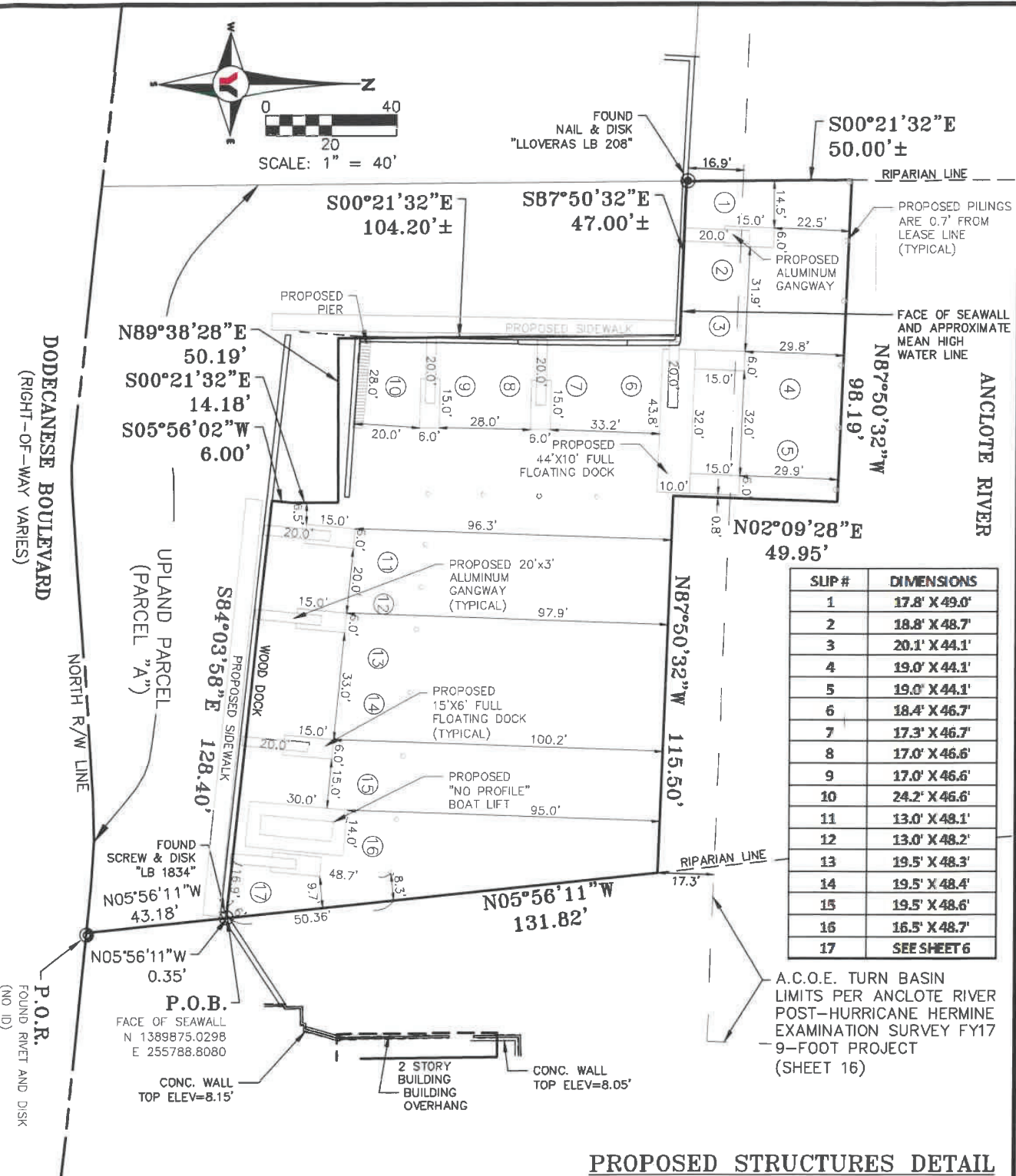
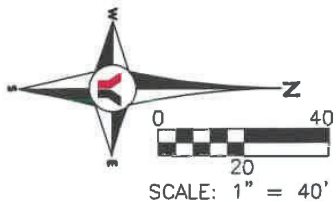
PREPARED FOR: CITY OF TARPON SPRINGS 324 E. PINE STREET TARPON SPRINGS, FL 34689		SUBMERGED LAND LEASE TARPON SPRINGS CITY MARINA SECTION 12, TOWNSHIP 27 S., RANGE 15 E.		BY DATE DESCRIPTION		
CREW CHIEF SP/LP 5/2/18	DRAWN GMK 5/4/18	CHECKED GSN 5/5/18	FIELD BOOK	FIELD DATE 5/4/18	JOB NO. 14Y092355S	SHEET NO. 4 OF 6

SEE SHEET 1 FOR NOTES, LEGEND, SIGNATURE AND SEAL



George F. Young, Inc.
 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
 PHONE (727) 822-4317 FAX (727) 822-2819
 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM
 CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE
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SLIP #	DIMENSIONS
1	17.8' X 49.0'
2	18.8' X 48.7'
3	20.1' X 44.1'
4	19.0' X 44.1'
5	19.0' X 44.1'
6	18.4' X 46.7'
7	17.3' X 46.7'
8	17.0' X 46.6'
9	17.0' X 46.6'
10	24.2' X 46.6'
11	13.0' X 48.1'
12	13.0' X 48.2'
13	19.5' X 48.3'
14	19.5' X 48.4'
15	19.5' X 48.6'
16	16.5' X 48.7'
17	SEE SHEET 6

A.C.O.E. TURN BASIN LIMITS PER ANCLOTE RIVER POST-HURRICANE HERMINE EXAMINATION SURVEY FY17 - 9-FOOT PROJECT (SHEET 16)

PROPOSED STRUCTURES DETAIL

PREPARED FOR:
CITY OF TARPON SPRINGS
324 E. PINE STREET
TARPON SPRINGS, FL 34689

SUBMERGED LAND LEASE
TARPON SPRINGS CITY MARINA
SECTION 12, TOWNSHIP 27 S., RANGE 15 E.

REVISED	BY	DATE	DESCRIPTION

INITIALS	DATE
CREW CHIEF SP/LP	5/2/18
DRAWN GMK	5/4/18
CHECKED GSN	5/5/18
FIELD BOOK	
FIELD DATE	5/4/18

SEE SHEET 1 FOR NOTES, LEGEND, SIGNATURE AND SEAL



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JOB NO.
14Y09235SS
SHEET NO.
6 OF 6

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THIS INDENTURE, Made this the 24th day of July A. D. 1936, between LAKE BUTLER VILLA COMPANY, a Corporation, organized and existing under the Laws of the State of Florida, and JOHN K. CHEYNEY and wife, MABEL S. CHEYNEY, hereinafter designated as Parties of the First Part and CITY OF TARPON SPRINGS, a Municipal Corporation, organized and existing under the Laws of the State of Florida, hereinafter designated as Party of the Second Part.

WITNESSETH: That the said Parties of the First Part for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations to them in hand paid, receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred and by these presents do grant, bargain, sell and transfer unto the said Party of the Second part, its successors and assigns forever all of those certain parcels of land lying and being in the County of Pinellas and State of Florida, more particularly described as follows, to-wit:

That part of Lot Three (3) in Block Fifty-three (53) according to Map of the Town of Tarpon Springs, Florida, as recorded in Plat Book Four (4), page Eight (8) of the public records of Hillsborough County, Florida; and, the unsubdivided part of Section Twelve (12), Township Twenty-seven (27) South, Range Fifteen (15) East; which lies within the following described boundaries:-

Beginning at a point in the West line of Eagle Street, located Two hundred forty-two (242) feet North of the Northwest corner of Eagle Street and Cedar Street (or Konstantine Street), in the City of Tarpon Springs, Florida, as this intersection existed on May 7, 1936; run thence North along the West line of Eagle Street, Two Hundred (200) feet; thence West at right angles to the West line of Eagle Street, Two Hundred (200) feet; Thence North parallel to the West line of Eagle Street, Two hundred nineteen (219) feet, to the South line of a public thoroughfare known as Anclote Boulevard; thence Northwesterly along the South line of said Anclote Boulevard, Two hundred seventy (270) feet; thence Southeasterly Six hundred ninety (690) feet, to a point in the North line of Cedar (or Konstantine) Street, Four hundred twenty-six (426) feet West of the street intersection first described, herein; thence East along the North line of Cedar Street, Two hundred twenty-six (226) feet; thence North parallel to Eagle Street, Two hundred forty-two (242) feet; and thence East Two hundred (200) feet to the point of beginning.

Also the following described parcel of land lying and being partly in Lot 3, Block 53, of the Town of Tarpon Springs, Florida, and being in Section Twelve (12), Township Twenty-seven (27) South, Range Fifteen (15) East, more particularly described as follows, to-wit:

Beginning at the Southeast (SE) Corner of Lot Three (3), Block Fifty-three (53) where the North (N) line of Cedar Street (Or Konstantine) Street intersects the West line of Eagle Street; run thence North along the West line of Eagle Street a distance of Six Hundred and Eighty-two (682) feet for a point of beginning; from this point of beginning run thence West along the North line of a thoroughfare known as Anclote Boulevard five hundred and one feet (501) to a point where the West line of Canal (or Ditch) Street projected, intersects the North line of a thoroughfare known as Anclote Boulevard; run thence North four hundred feet (400) more or less to the ~~South~~ Channel of the Anclote River; thence in an easterly direction along the South bank of the channel of the Anclote River, Two hundred feet (200') more or less; thence in a southerly direction Three hundred and Eighty feet (380') more or less to a point Twenty feet (20') North of the North boundary of Anclote Boulevard; thence in an Easterly direction Two hundred and Seventy-one Feet (271) to a point in the West line of Eagle Street; thence South along the West line of Eagle Street Twenty (20') feet to the point of beginning.

Together with all riparian rights in anyway belonging or appertaining to said lands.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder, and easement thereto belonging or in anywise appertaining.

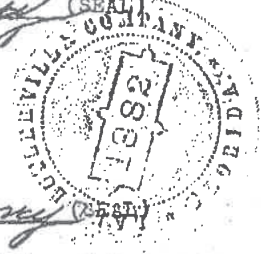
TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the LAKE BUTLER VILLA COMPANY, a Corporation, has caused this instrument to be executed in its name by its President and Attested by its Secretary and its corporate seal affixed hereto and JOHN K. CHEYNEY and MABEL S. CHEYNEY, have hereunto set their hands and seals on the day and year first above written.

LAKE BUTLER VILLA COMPANY

BY John K. Cheyney (SEAL)
PRESIDENT

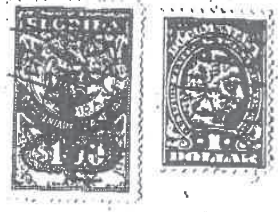
ATTEST:
Mabel S. Cheyney (SEAL)
SECRETARY



John K. Cheyney (SEAL)
Mabel S. Cheyney (SEAL)

Signed, sealed and delivered in the presence of:

Lester M. Burgess
Arthur Bennett



STATE OF FLORIDA)
PINELLAS COUNTY)

I HEREBY CERTIFY that on this day, the 24th day of July A. D. 1936, before me personally appeared JOHN K. CHEYNEY and MABEL S. CHEYNEY, respectively President and Secretary of Lake Butler Villa Company, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to the City of Tarpon Springs, Florida, and they severally acknowledge the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said Corporation and the said instrument is the act and deed of said Corporation.

I FURTHER CERTIFY that on this day before me, the undersigned authority, personally appeared JOHN K. CHEYNEY and MABEL S. CHEYNEY, to me well known and known to be the persons described in and who executed the foregoing conveyance to the City of Tarpon Springs, Florida and they severally

ally acknowledge the execution thereof to be their free act and deed and for the uses and purposes therein mentioned; and the said Matel S. Cheyney, the wife of the said John K. Cheyney, on a separate and private examination taken and made by and before me and separate and apart from her said husband did acknowledge that she made herself a party to the said deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my hand and official seal at Tarpon Springs, in the County of Pinellas and State of Florida, the day and year last aforesaid.

LaVerne M. Burgess

Notary Public,

State of Florida at Large,

My Commission Expires: *April 28th, 1937*

(S E A L)



FILED FOR RECORD *July 28th 1937* IN THE BOOK NOTED ABOVE. MYRTLE B. O'QUINN, CLERK OF THE CIRCUIT COURT, PINELLAS COUNTY, FLORIDA. BY *M. H. ...* DEPUTY CLERK.

STATE OF FLORIDA, COUNTY OF PINELLAS

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a

DEED

filed in my office the 28th day of JULY

Record No. ... DEED ... WITNESS my hand and official seal this 6th day of ... 1937. HAROLD MULLENDORE, Clerk of Circuit Court. By *LaVerne M. Burgess* Deputy Clerk.