



FLORIDA DEPARTMENT OF Environmental Protection

Southwest District
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

June 3, 2026

Manatee County Board of County Commissioners
% Charlie Hunsicker
1112 Manatee Avenue West
Bradenton, Florida 34205
Charlie.hunsicker@mymanatee.org

Re: Executed Temporary Use Agreement
Cortez Marina - 4334 127th St W, Cortez, FL 34215
ERP Site No. 237657/BOT No. 410337453
Manatee County

Dear Mr. Hunsicker:

Enclosed is the Executed Temporary Use Agreement (TUA) to provide temporary authorization for existing structures and associated pre-empted area on state-owned submerged lands adjacent to the riparian upland property referenced above. Please note the effective date of the TUA is **June 3, 2026**.

If you have any questions regarding this matter, please contact Stephanie Alvaro by email at Stephanie.Alvaro@FloridaDEP.gov or by phone at 813-470-5918. Your continued cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Pamela Vasquez".

For Ms. Kelley M. Boatwright
Southwest District Director
Florida Department of Environmental Protection

Enclosure: Executed TUA

cc: Stephanie Alvaro FDEP-SWD, Stephanie.Alvaro@FloridaDEP.gov
Hannah McGovern, FDEP-SWD, Hannah.McGovern@FloridaDEP.gov
Sherri Swanson, Manatee County, sherri.swanson@mymanatee.org

TEMPORARY USE AGREEMENT
BOT No. 410337453

This Temporary Use Agreement (hereinafter referred to as the "Agreement") is entered into this 3rd day of June, 20 26, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as the "Board") and Manatee County, a political subdivision of the State of Florida" (hereinafter referred to as the "Applicant").

RECITALS:

A. The Applicant desires to enter into this Agreement for the sovereign lands (hereinafter referred to as "lands") and water column adjacent to the Applicant's upland real property located at located at 4334 127th St. W., Cortez, Manatee County, Florida.

B. An existing docking structure on the lands adjacent to Applicant's upland real property has been determined to be on State Lands and requires a lease modification for continued use of the docking structures.

C. Applicant desires to obtain the consent of the Board to maintain and use the structures located on these lands.+

D. The parties acknowledge that the application, approval and issuance of a sovereign lands lease may require a time period of several months.

E. The Applicant desires to have the temporary use of the structures located on these lands during the processing and review of the Applicant's sovereign lands lease application.

1. The Applicant acknowledges and understands that the grant of this Agreement does not guarantee that the Board will grant the Applicant a lease or that the Department of Environmental Protection will recommend that a lease be granted.

2. The Applicant is hereby granted the temporary exclusive use of the structures located on these lands as depicted in Exhibit "A", consisting of approximately 15,443 square feet, waterward of Applicant's upland real property described above. This temporary exclusive use is for a term not to exceed one year from the date of execution of this Agreement through June 3, 2027, or until the date of execution of a sovereign lands lease between the Board and the Applicant, whichever occurs first. The Applicant shall make no claim of title to or interest in the sovereign lands identified in Exhibit "A" solely by reason of occupancy or use thereof under this Agreement.

3. The existing structures can only be utilized as they were on the date of execution of this Agreement. In the event any part of any of these structures is determined by a final adjudication issued by a court of competent jurisdiction to encroach or interfere with riparian rights of the adjacent upland riparian owner, Applicant agrees to either obtain written consent for the offending structure from the affected adjacent upland riparian owner or 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 Agreement and be grounds for immediate termination of this Agreement at the sole option of the Board.

4. In the event that a sovereign lands lease application is not approved by the Board and executed by both parties prior to the expiration or sooner termination of this Agreement, and either the Applicant fails to timely submit the information concerning title as required herein, or the Board denies the Applicant's claim of title and the Applicant has not commenced an action to quiet title as specified herein, the Applicant shall remove all structures referenced herein from the sovereign lands at the Applicant's sole expense. The complete removal of the structures shall be accomplished within 180 days following the expiration or termination of this Agreement, whichever occurs first.

5. If the Applicant asserts title to the sovereign lands identified in Exhibit "A", the Applicant must submit an application, accompanied by all evidence upon which Applicant relies for the assertion of title, to the Division of State Lands ("DSL"), Department of Environmental Protection, within 90 days after the execution of this Agreement. DSL will review the application and accompanying evidence and give a response to Applicant as to whether the Board will assert title to the sovereign lands described in Exhibit "A". If DSL responds that the Board will assert title to said sovereign lands, the Applicant must file an appropriate action in circuit court within 90 days of DSL's response to obtain a legal determination of title to the sovereign lands. If DSL, after consultation with the Board, responds that the Board does not assert title to the sovereign lands, then the Applicant shall not have to apply for a sovereign lands lease, and that portion of the consideration representing lease fees and interest shall be refunded. If DSL, after its review, responds that the Board does not assert title to a portion of the sovereign lands, any consideration for that portion representing lease fees and interest will be refunded. Failure to submit the initial application and evidence within 90 days after execution of this Agreement, or failure to file the appropriate court action within 90 days after DSL's response, shall constitute a waiver by the Applicant of all of its claim of title to the sovereign lands and an acknowledgment that the Board owns the sovereign lands.

6. Applicant shall make initial application for a sovereign lands lease (modification) to the Board within 60 days of the execution of this Agreement and complete the application by no later than 120 days of the execution of this Agreement for the lands identified in Exhibit "A".

7. This Agreement is temporary in nature and may not be extended or modified except upon the express written agreement of the Board. No request for an extension of the Agreement shall be considered by the Board except upon a demonstration by the Applicant that the Applicant is in full compliance with the terms and conditions of this Agreement and has exercised due diligence in its efforts to procure a sovereign lands lease from the Board.

8. As a material condition of this Agreement, Applicant agrees to comply with all of the requirements of Chapters 253, 258, and 376, Florida Statutes, and the rules promulgated pursuant thereto. The Board has the right to immediately rescind this Agreement upon the failure of Applicant to comply with either the terms of this Agreement, the aforementioned Consent Order, statutes, rules, or any permits or exemptions. Upon written notice that the Board has exercised its right to rescind under this paragraph, Applicant shall cease and desist all activity authorized by this Agreement within the timeframe specified in the notice, or within twenty days of receipt of the notice if no timeframe is specified. Notice may be given by the Board by certified mail or hand delivery to: Manatee County, 1112 Manatee Ave W, Bradenton, FL 34205 or by posting the notice at the property described in Exhibit "A".

9. Applicant shall save and hold harmless and indemnify the Board, Department of Environmental Protection, and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for loss or damage to any property arising out of or connected with Applicant's occupation and use of these lands and the structures or activities located thereon. By execution of this Agreement, applicant waives any claim it may have against the Department of Environmental Protection concerning the submerged lands described on Exhibit "A" except as described in Paragraph 5 above. Applicant's hold harmless and indemnification obligations are subject to section 768.28, Florida Statutes' liability limitations to the extent applicable. Nothing herein shall be interpreted as a waiver of Applicant's sovereign immunity, or any additional rights or defenses it has under the law, to the extent applicable.

10. Applicant agrees that any litigation arising from matters relating to this Agreement between the Board and the Applicant shall be initiated and maintained only in Leon County, Florida.

11. This Agreement, and any rights and privileges contained herein, are for the sole benefit and use of the Applicant and shall not be assigned or transferred by the Applicant to any other party without the prior written consent of the Board, which consent shall not be unreasonably withheld.

12. The terms of this Agreement may be enforced by the Board notwithstanding that the authorization granted hereunder has expired.

Executed on the date first written above.

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

WITNESSES:

[Signature]
Original Signature

Nicholas Zeitler

Printed/Typed Name

[Signature]
Original Signature

Justin Bambauer

Printed/Typed Name

By: [Signature]

Kelley M. Boatwright

Director of District Management,
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

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of June, 2026, by Pamala Vazquez, Director of District Management, Southwest District, 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/She is personally known to me.



[Signature]
Notary Public, State of Florida

Marie Harvey
Printed, Typed or Stamped Name

My Commission Expires: 10-23-2026
Commission/Serial No.: HH 279991

MANATEE COUNTY, a political subdivision of the State of
Florida

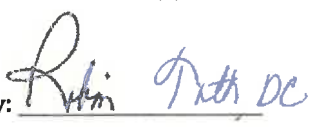


By: Board of County Commissioners


Chairperson


Date

ATTN: ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: 

Deputy Clerk

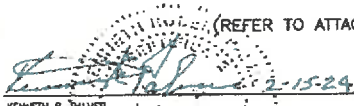


EXHIBIT "A"
LEGAL DESCRIPTION OF:

PARCEL 5

COMMENCE AT THE S.E. CORNER OF THE N.E. 1/4 OF SECTION 3, TOWNSHIP 35S., RANGE 18E.; THENCE S.01°02'15"W. ALONG THE EAST LINE OF SAID SECTION 3, 219.60 FT. TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 684 (CORTEZ ROAD); THENCE N.84°08'15"W. ALONG SAID CENTERLINE, AND TANGENT OF A CURVE TO THE LEFT, 548.92 FT. TO THE P.I. OF SAID CURVE; AND SAID CENTERLINE, 1818.24 FT. TO THE D.O.T. P.T. STATION 42+15.82 (SECTION 1304-201); THENCE CONTINUE N.88°33'15"W. ALONG THE CENTERLINE OF SAID STATE ROAD NO. 684 (CORTEZ ROAD) (D.O.T. SECTION 1304-175), AND THE TANGENT OF A CURVE TO THE LEFT, 231.21 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY R/W OF "BAYVIEW DRIVE" AS DESCRIBED AND RECORDED IN O.R. BOOK 701, PAGE 902 AND 903, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.17°42'54" W. ALONG SAID WESTERLY R/W AND SOUTHERLY EXTENSION THEREOF, 104.13 FT. TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT "A", BLOCK 87 OF THE AMENDED PLAT OF CORTEZ SUBDIVISIONS RECORDED IN PLAT BOOK 2, PAGE 58, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A P.O.B.; THENCE CONTINUE N.17°42'54" W. ALONG THE WESTERLY R/W OF SAID "BAYVIEW DRIVE", 195.51 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 319.53 FT.; THENCE NORTHWESTERLY, ALONG SAID R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'30", 81.19 FT. TO THE P.T. OF SAID CURVE; THENCE N.32°16'24"W, ALONG SAID WESTERLY R/W 8.70 FT. TO THE INTERSECTION WITH THE OUTSIDE EDGE OF A CONCRETE SEAWALL; THENCE S.46°26'38" W. ALONG THE OUTSIDE EDGE OF A CONCRETE SEAWALL, 35.51 FT.; THENCE S.22°08'55"E, ALONG SAID SEAWALL 72.88 FT.; THENCE S. 88°17'22"W. ALONG SAID SEAWALL 76.23 FT.; THENCE N.78°37'50 W. ALONG SAID SEAWALL, 80.03 FT.; THENCE N.78°37'50" W. ALONG SAID SEAWALL, 4.94 FT.; THENCE S.55°08'50"W. ALONG SAID SEAWALL, 28.64 FT.; THENCE S.15°35'54"E. ALONG SAID SEAWALL 124.35 FT.; THENCE N.82°57'52"E. ALONG SAID SEAWALL, 125.12 FT.; THENCE S.10°04'47"E. ALONG SAID SEAWALL, 78.58 FT. TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT "A"; THENCE S.88°33'15"E. ALONG SAID WESTERLY EXTENSION, 44.85 FT. TO THE P.O.B. BEING LYING IN SECTION 3, TOWNSHIP 35S. RANGE 18E., MANATEE COUNTY, FLORIDA.

(REFER TO ATTACHED SKETCH ON SHEET 2 OF 2)


KENNETH R. PALMER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4881
FLORIDA CERTIFICATE AUTHORIZATION NUMBER - US-27758
NOT VALID WITHOUT THE SIGNATURE AND RUBBED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB No. 182-820

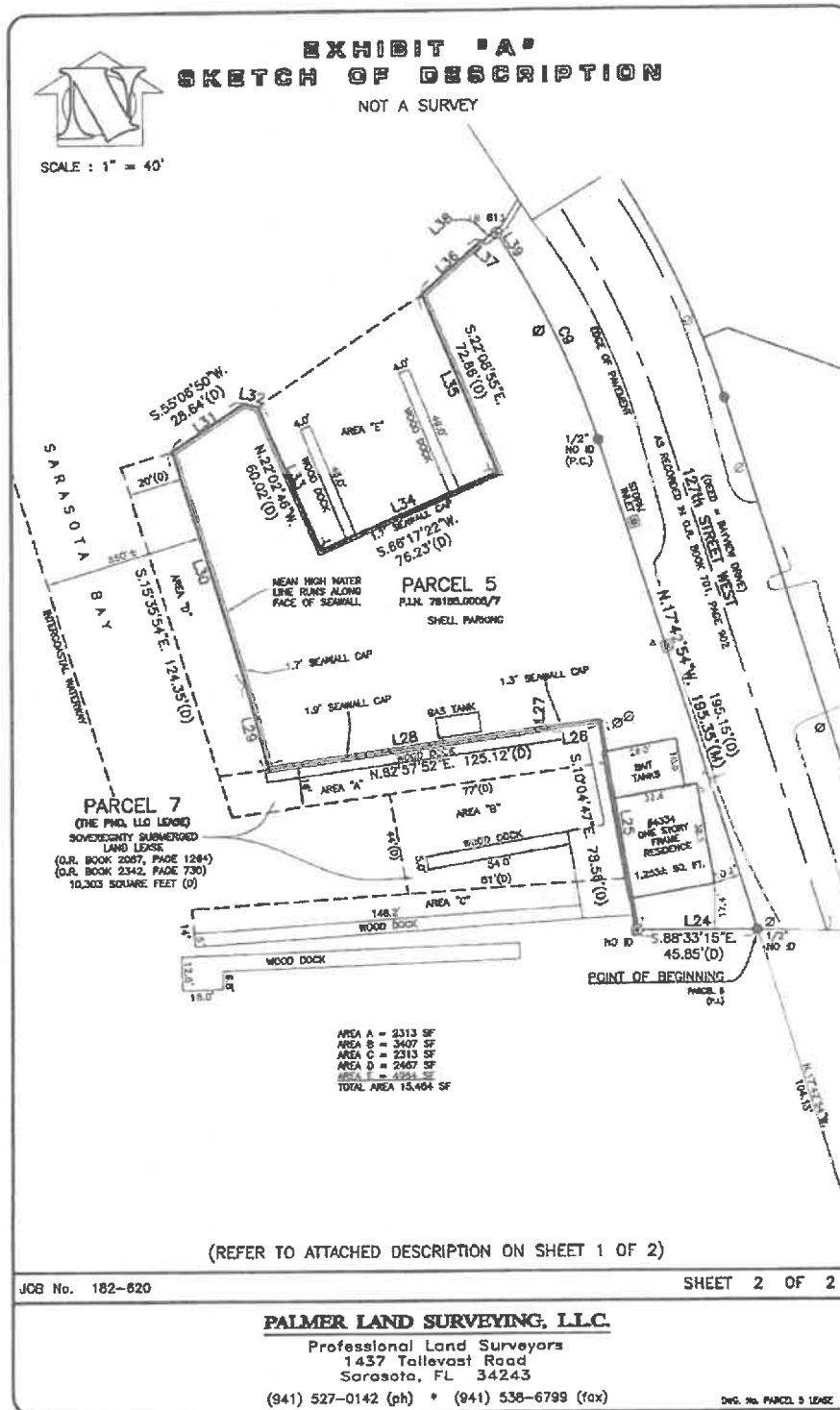
SHEET 1 OF 2

PALMER LAND SURVEYING, L.L.C.

Professional Land Surveyors
1437 Tallevast Road
Sarasota, FL 34243

(941) 527-0142 (ph) • (941) 538-6789 (fax)

DWG. NO. PARCEL 5 LEGAL





FLORIDA DEPARTMENT OF Environmental Protection

Southwest District
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

June 5, 2026

Manatee County Board of County Commissioners
% Charlie Hunsicker
1112 Manatee Avenue West
Bradenton, Florida 34205
Charlie.hunsicker@mymanatee.org

Re: Executed Temporary Use Agreement
Cortez Marina - 4334 127th St W, Cortez, FL 34215
ERP Site No. 159657/BOT No. 410140533
Manatee County

Dear Mr. Hunsicker:

Enclosed is the Executed Temporary Use Agreement (TUA) to provide temporary authorization for existing structures and associated pre-empted area on state-owned submerged lands adjacent to the riparian upland property referenced above. Please note the effective date of the TUA is **June 5, 2026**.

If you have any questions regarding this matter, please contact Stephanie Alvaro by email at Stephanie.Alvaro@FloridaDEP.gov or by phone at 813-470-5918. Your continued cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Pamela Vasquez".

For Ms. Kelley M. Boatwright
Southwest District Director
Florida Department of Environmental Protection

Enclosure: Executed TUA

cc: Stephanie Alvaro FDEP-SWD, Stephanie.Alvaro@FloridaDEP.gov
Hannah Westervelt, FDEP-SWD, Hannah.Westervelt@FloridaDEP.gov
Sherri Swanson, Manatee County, sherri.swanson@mymanatee.org

TEMPORARY USE AGREEMENT
BOT No. 410140533

This Temporary Use Agreement (hereinafter referred to as the "Agreement") is entered into this 3rd day of June, 20 26, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as the "Board") and Manatee County a political subdivision of the State of Florida" (hereinafter referred to as the "Applicant").

RECITALS:

- A. The Applicant desires to enter into this Agreement for the sovereign lands (hereinafter referred to as "lands") and water column adjacent to the Applicant's upland real property located at located at 4110 127th St W, Cortez Fl 34215, Manatee County, Florida.
- B. An existing docking structure on the lands adjacent to Applicant's upland real property has been determined to be on State Lands and requires a lease modification for continued use of the docking structures.
- C. Applicant desires to obtain the consent of the Board to maintain and use the structures located on these lands.
- D. The parties acknowledge that the application, approval and issuance of a sovereign lands lease may require a time period of several months.
- E. The Applicant desires to have the temporary use of the structures located on these lands during the processing and review of the Applicant's sovereign lands lease application.
1. **The Applicant acknowledges and understands that the grant of this Agreement does not guarantee that the Board will grant the Applicant a lease or that the Department of Environmental Protection will recommend that a lease be granted.**
2. The Applicant is hereby granted the temporary exclusive use of the structures located on these lands as depicted in Exhibit "A", consisting of approximately 118,179 square feet, waterward of Applicant's upland real property described above. This temporary exclusive use is for a term not to exceed one year from the date of execution of this Agreement through June 3, 2027, or until the date of execution of a sovereign lands lease between the Board and the Applicant, whichever occurs first. The Applicant shall make no claim of title to or interest in the sovereign lands identified in Exhibit "A" solely by reason of occupancy or use thereof under this Agreement.
3. The existing structures can only be utilized as they were on the date of execution of this Agreement. In the event any part of any of these structures is determined by a final adjudication issued by a court of competent jurisdiction to encroach or interfere with riparian rights of the adjacent upland riparian owner, Applicant agrees to either obtain written consent for the offending structure from the affected adjacent upland riparian owner or 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 Agreement and be grounds for immediate termination of this Agreement at the sole option of the Board.
4. In the event that a sovereign lands lease application is not approved by the Board and executed by both parties prior to the expiration or sooner termination of this Agreement, and either the Applicant fails to timely submit the information concerning title as required herein, or the Board denies the Applicant's claim of title and the Applicant has not commenced an action to quiet title as specified herein, the Applicant shall remove all structures referenced herein from the sovereign lands at the Applicant's sole expense. The complete removal of the structures shall be accomplished within 180 days following the expiration or termination of this Agreement, whichever occurs first.

5. If the Applicant asserts title to the sovereign lands identified in Exhibit "A", the Applicant must submit an application, accompanied by all evidence upon which Applicant relies for the assertion of title, to the Division of State Lands ("DSL"), Department of Environmental Protection, within 90 days after the execution of this Agreement. DSL will review the application and accompanying evidence and give a response to Applicant as to whether the Board will assert title to the sovereign lands described in Exhibit "A". If DSL responds that the Board will assert title to said sovereign lands, the Applicant must file an appropriate action in circuit court within 90 days of DSL's response to obtain a legal determination of title to the sovereign lands. If DSL, after consultation with the Board, responds that the Board does not assert title to the sovereign lands, then the Applicant shall not have to apply for a sovereign lands lease, and that portion of the consideration representing lease fees and interest shall be refunded. If DSL, after its review, responds that the Board does not assert title to a portion of the sovereign lands, any consideration for that portion representing lease fees and interest will be refunded. Failure to submit the initial application and evidence within 90 days after execution of this Agreement, or failure to file the appropriate court action within 90 days after DSL's response, shall constitute a waiver by the Applicant of all of its claim of title to the sovereign lands and an acknowledgment that the Board owns the sovereign lands.

6. Applicant shall make initial application for a sovereign lands lease (modification) to the Board within 60 days of the execution of this Agreement and complete the application by no later than 120 days of the execution of this Agreement for the lands identified in Exhibit "A".

7. This Agreement is temporary in nature and may not be extended or modified except upon the express written agreement of the Board. No request for an extension of the Agreement shall be considered by the Board except upon a demonstration by the Applicant that the Applicant is in full compliance with the terms and conditions of this Agreement and has exercised due diligence in its efforts to procure a sovereign lands lease from the Board.

8. As a material condition of this Agreement, Applicant agrees to comply with all of the requirements of Chapters 253, 258, and 376, Florida Statutes, and the rules promulgated pursuant thereto. The Board has the right to immediately rescind this Agreement upon the failure of Applicant to comply with either the terms of this Agreement, the aforementioned Consent Order, statutes, rules, or any permits or exemptions. Upon written notice that the Board has exercised its right to rescind under this paragraph, Applicant shall cease and desist all activity authorized by this Agreement within the timeframe specified in the notice, or within twenty days of receipt of the notice if no timeframe is specified. Notice may be given by the Board by certified mail or hand delivery to: 1112 Manatee Avenue West, Bradenton, Florida 34205 or by posting the notice at the property described in Exhibit "A".

9. Applicant shall save and hold harmless and indemnify the Board, Department of Environmental Protection, and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for loss or damage to any property arising out of or connected with Applicant's occupation and use of these lands and the structures or activities located thereon. By execution of this Agreement, applicant waives any claim it may have against the Department of Environmental Protection concerning the submerged lands described on Exhibit "A" except as described in Paragraph 5 above. Applicant's hold harmless and indemnification obligations are subject to section 768.28, Florida Statutes' liability limitations to the extent applicable. Nothing herein shall be interpreted as a waiver of Applicant's sovereign immunity, or any additional rights or defenses it has under the law, to the extent applicable.

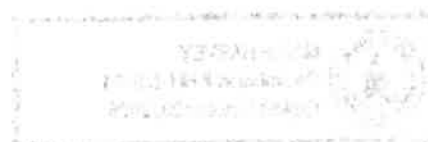
10. Applicant agrees that any litigation arising from matters relating to this Agreement between the Board and the Applicant shall be initiated and maintained only in Leon County, Florida.

11. This Agreement, and any rights and privileges contained herein, are for the sole benefit and use of the Applicant and shall not be assigned or transferred by the Applicant to any other party without the prior written consent of the Board, which consent shall not be unreasonably withheld.

12. The terms of this Agreement may be enforced by the Board notwithstanding that the authorization granted hereunder has expired.

BOT No. 410140533
Temporary Use Agreement
Page 3 of 30

Executed on the date first written above.



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

WITNESSES:



Original Signature

Nicholas Zeitler

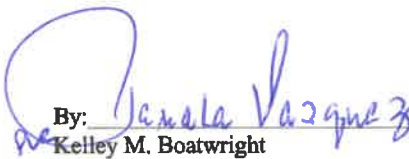
Printed/Typed Name



Original Signature

Megan Hamilton

Printed/Typed Name

By: 

Kelley M. Boatwright

Director of District Management,
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

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of June, 20 26, by Pamela Vazquez, Director of District Management, Southwest District, 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/She is personally known to me.



Notary Public, State of Florida

Marie Harvey

Printed, Typed or Stamped Name



My Commission Expires: 10-23-2026
Commission/Serial No.: HH 279991

MANATEE COUNTY, a political subdivision of the State of
Florida



By: Board of County Commissioners

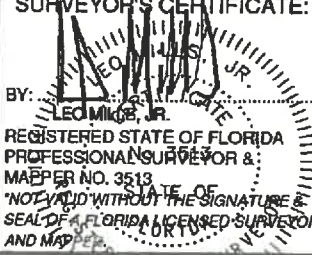
JCH
Chairperson

4/21/2024
Date

ATTN: ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: Ruth T. H. DC
Deputy Clerk

Exhibit A -Approved Lease Survey

	Leo Mills & Associates, Inc. LICENSED BUSINESS NO. 813 • SURVEYING • LAND PLANNING 620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640	LEO MILLS - PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY															
MODIFICATION OF EXISTING SOVEREIGNTY SUBMERGED LAND LEASE (SHEET 1 OF 23)																	
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC. DATE: 11/14/18																	
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA																	
SPECIFIC PURPOSE SURVEY/FIELD SURVEY OF THOSE CERTAIN SOVEREIGNTY SUBMERGED LANDS LYING AND BEING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 WEST, MANATEE COUNTY, FLORIDA																	
SHEET INDEX		SURVEYOR'S CERTIFICATE:  BY: LEO MILLS, JR. REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3513 DATE OF NOT VALID WITHOUT THE SIGNATURE & SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ALL GRAPHIC AND TEXT DATA SHOWN ON THIS SURVEY REPORT IS COPYRIGHTED.															
<table border="0" style="width: 100%;"><tr><td style="width: 15%;">SHEET 1-2:</td><td>SURVEYORS CERTIFICATE, SHEET INDEX, NOTES & CERTIFICATIONS</td></tr><tr><td>SHEET 3-5:</td><td>DESCRIPTION OF UPLANDS AREA</td></tr><tr><td>SHEET 6-8:</td><td>DESCRIPTION OF SOVEREIGNTY SUBMERGED LAND LEASE AREA</td></tr><tr><td>SHEET 9:</td><td>VICINITY MAP</td></tr><tr><td>SHEET 10-20:</td><td>GRAPHIC DEPICTION OF UPLAND AREAS & SOVEREIGNTY SUBMERGED LAND LEASE AREAS</td></tr><tr><td>SHEET 21:</td><td>SKETCH SHOWING POINT OF COMMENCEMENT TO POINT OF BEGINNING</td></tr><tr><td>SHEET 22:</td><td>LINE TABLE & CURVE TABLE</td></tr><tr><td>SHEET 23:</td><td>DRAWING LEGEND DETAIL</td></tr></table>			SHEET 1-2:	SURVEYORS CERTIFICATE, SHEET INDEX, NOTES & CERTIFICATIONS	SHEET 3-5:	DESCRIPTION OF UPLANDS AREA	SHEET 6-8:	DESCRIPTION OF SOVEREIGNTY SUBMERGED LAND LEASE AREA	SHEET 9:	VICINITY MAP	SHEET 10-20:	GRAPHIC DEPICTION OF UPLAND AREAS & SOVEREIGNTY SUBMERGED LAND LEASE AREAS	SHEET 21:	SKETCH SHOWING POINT OF COMMENCEMENT TO POINT OF BEGINNING	SHEET 22:	LINE TABLE & CURVE TABLE	SHEET 23:
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SHEET 22:	LINE TABLE & CURVE TABLE																
SHEET 23:	DRAWING LEGEND DETAIL																
NOTES: 1. THIS REQUEST IS FOR MODIFICATION OF THE SOVEREIGNTY SUBMERGED LAND LEASE GRANDFATHER AREAS NO. 1, NO. 2 AND AREA C OF PARCEL NO. 7 AS SHOWN HEREON TO INCLUDE NEW IMPROVEMENTS TO DOCKING AREAS AND FACILITIES WITHIN THE LEASE BOUNDARIES AS SURVEYED AND LOCATED IN THE FIELD. 2. BEARINGS SHOWN HEREON REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF 127th STREET WEST (ALSO KNOWN AS BAY DRIVE BY PLAT AND BAYVIEW DRIVE BY DEED) (ALSO BEING THE EASTERLY BOUNDARY OF PARCEL 5) BEING N17°42'54"W AS PER DEED DESCRIPTION. 3. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS OTHER THAN THOSE SHOWN, IF ANY, NOT LOCATED FOR PURPOSES OF THIS SURVEY. 4. THE SUBJECT LAND LIES IN ZONES "VE" AND "AE" OF THE FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12081C00277E (EFFECTIVE DATE 3/17/2014). FLOOD ZONE LIMITS ARE DEPICTED BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY FROM SAID MAP. SUBJECT TO VERIFICATION. 5. THIS "SKETCH OF DESCRIPTION" WAS BASED ON A PREVIOUS "BOUNDARY SURVEY" PREPARED FOR VANDYKE SARASOTA MANAGEMENT COMPANY, INC., JOB NO. C9105; DATED 9-11-14. 6. THIS SKETCH OF DESCRIPTION IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN. 7. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD. 8. THE UPLANDS DESCRIPTION (PARCELS 1 THROUGH 5) WAS TAKEN FROM THE "BOUNDARY SURVEY" AS REFERENCED IN NOTE #4. DESCRIPTIONS WITHIN PARCELS 6 AND 7 (SUBMERGED LAND LEASE DESCRIPTIONS) ARE BASED ON PRIOR RECORDINGS OF SAID LEASES AS NOTED HEREON BUT HAVE BEEN MODIFIED AS REQUESTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO COMPLY WITH EXISTING STANDARDS.																	
(NOTES CONTINUED ON SHEET 2 OF 23 SHEETS)																	
JOB NO.C9105.....		SCALE:NONE..... FILE INDEX NO.															

DWG. FILE: C9105-SSLL-8X11-SHEETS 1-8.DWG TIM/GHM C0G0 FILE: C9105 GHM REV: NOTES 6-12-19 GHM



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

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LEO MILLS - PSM 1735 (RETIRED)
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 3 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

ACREAGE TABLE

PARCELS 1, 2 & 3 (NE'LY OF R/W)	157,993± SQUARE FEET	3.63± ACRES
PARCEL 1 (SW'LY OF R/W TO APPROX. M.H.W.L.)	48,088± SQUARE FEET	1.10± ACRES
PARCEL 4 (TO APPROX. M.H.W.L.)	37,877± SQUARE FEET	0.87± ACRES
PARCEL 5 (TO APPROX. M.H.W.L.)	21,821± SQUARE FEET	0.50± ACRES
TOTAL	265,808± SQUARE FEET	6.10± ACRES

PARCEL #	PIN	ADDRESS
PARCEL 1	76217.0000/9	4110 127th STREET WEST
PARCEL 2	76023.1035/6	4306 126th STREET WEST
PARCEL 3	76023.1055/4	4300 126th STREET WEST
PARCEL 4	76080.0015/9	4319 127th STREET WEST
PARCEL 5	76185.0005/7	4316 127th STREET WEST

DESCRIPTION OF UPLAND PARCELS:

PARCEL 1: (#76217.0000/9)

LOTS 1, 2, 3, 4, 5, BLOCK 6, OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

ALSO ALL OF THE LAND AND FORESHORE LYING BETWEEN THE EXTENDED CENTERLINES OF SECOND STREET AND THIRD STREET, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SITUATED BETWEEN THE SOUTHWESTERLY BOUNDARY OF BLOCK 6 EXTENDED, SAID AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ AND THE WATERS OF SARASOTA BAY.

LESS AND EXCEPT THAT TRACT OF LAND DEEDED TO MANATEE COUNTY BY DEED DATED MARCH 2, 1965, RECORDED IN OFFICIAL RECORD BOOK 250, PAGE 615, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH A PARCEL OF FILLED, FORMERLY SOVEREIGNTY, LAND IN SECTION 3 TOWNSHIP 35 SOUTH, RANGE 16 EAST, SARASOTA BAY, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.13 FEET; THENCE N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECOND AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECOND AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 1410.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING SEAWALL, FOR THE POINT OF BEGINNING, SAID POINT ALSO BEING THE FORMER HIGH WATER LINE, MORE OR LESS, AS SHOWN ON SAID AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ; THENCE SOUTHWESTERLY, ALONG SAID SEAWALL FACE, 42.5 FEET; THENCE SOUTHEASTERLY, ALONG SAID SEAWALL FACE, 314.4 FEET; THENCE SOUTHWESTERLY, ALONG SAID SEAWALL FACE, 150.7 FEET; THENCE SOUTHEASTERLY, ALONG SAID SEAWALL FACE, 90.5 FEET; THENCE NORTHEASTERLY, ALONG SAID SEAWALL FACE, 151.8 FEET; THENCE SOUTHEASTERLY, ALONG SAID SEAWALL FACE, 67.3 FEET; THENCE NORTHEASTERLY, ALONG SAID SEAWALL FACE, 50.0 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE SAID FORMER HIGH WATER LINE; THENCE NORTHWESTERLY, ALONG THE SINUOSITIES OF SAID FORMER HIGH WATER LINE, 480.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

JOB NO.C9105.....

SCALE:NONE..... FILE INDEX NO.

CEN NOON Inc.		LEO MILLS- PSM 1735 (RETIRED) LEO MILLS, JR. • PSM 3513 MEMBER: FLORIDA SURVEYING- AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY
620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640		
SPECIFIC PURPOSE SURVEY/FIELD SURVEY		(SHEET 4 OF 23)
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.		DATE: 11/14/18
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA		
<u>DESCRIPTION OF UPLAND PARCELS:</u> PARCEL 2: (#76023.1035/6) LOT 6 AND THE SOUTH 60 FEET OF LOT 7, BLOCK 6, OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. PARCEL 3: (#76023.1055/4) LOT 9, LESS THE NORTH 10 FEET; LOT 7, LESS THE SOUTH 60 FEET AND ALL OF LOT 8, BLOCK 6 AND THE SOUTH HALF OF THAT CERTAIN VACATED ALLEY LYING BETWEEN LOT 8, BLOCK 6 AND LOT 7, BLOCK 7, OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ. AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. PARCEL 4: (#76080.0015/9) COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE S01°02'15"W, ALONG THE EAST LINE OF SAID SECTION 3, 219.60 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 684 (CORTEZ ROAD); THENCE N64°08'15"W, ALONG SAID CENTERLINE, AND THE TANGENT OF A CURVE TO THE LEFT, 546.92 FEET TO THE POINT OF INTERSECTION OF SAID CURVE; THENCE N88°33'15"W, ALONG THE TANGENT OF SAID CURVE AND SAID CENTERLINE, 1818.24 FEET TO THE DEPARTMENT OF TRANSPORTATION P.T. STATION 42+15.62, (SECTION 1304-201); THENCE CONTINUE N88°33'15"W, ALONG THE CENTERLINE OF SAID STATE ROAD NO. 684 (CORTEZ ROAD) (DEPARTMENT OF TRANSPORTATION SECTION 1304-175), AND THE TANGENT OF A CURVE TO THE LEFT, 178.28 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF BAYVIEW DRIVE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 701, PAGE 902 AND 903, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N11°42'54"W, ALONG EASTERLY RIGHT-OF-WAY AND SAID SOUTHERLY EXTENSION 104.13 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF LOT "A", BLOCK 87 OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE N17°42'54"W, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID BAYVIEW DRIVE, 212.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 369.53 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'30", 93.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N32°16'24"W, ALONG SAID EASTERLY RIGHT-OF-WAY 9.40 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF A CONCRETE SEAWALL; THENCE S89°31'31"E, ALONG THE OUTSIDE EDGE OF SAID SEAWALL, 13.57 FEET; THENCE S37°11'54"E, ALONG THE OUTSIDE EDGE OF SAID SEAWALL AND THE SOUTHEASTERLY EXTENSION THEREOF, 20.57 FEET, TO THE INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE OUTSIDE EDGE OF ANOTHER CONCRETE SEAWALL; THENCE N57°54'49"E, ALONG THE OUTSIDE EDGE OF SAID SEAWALL, AND SAID SOUTHWESTERLY EXTENSION, 102.76 FEET; THENCE S35°14'40"E, 85.46 FEET; THENCE S19°54'31"E, 48.78 FEET; THENCE S07°08'11"E, 224.10 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT "A"; THENCE N88°33'15"W, ALONG SAID SOUTH LINE, 96.82 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.		
JOB NO.....101Q;.....		SCALE:<?/!>..... FILE INDEX NO.....

CEN N 613 N: I: ING Inc.		LEO MILLS- PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: ASPA 3000 AND MAPPING SOCIETY & MANATEE COUNTY SURVEYING AND MAPPING SOCIETY
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SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 5 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION OF UPLAND PARCELS:

PARCEL 5: (#76185.0005/7)

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE S01°02'15"W, ALONG THE EAST LINE OF SAID SECTION 3, 219.60 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 684 (CORTEZ ROAD); THENCE N64°08'15"W, ALONG SAID CENTERLINE, AND THE TANGENT OF A CURVE TO THE LEFT, 546.92 FEET TO THE POINT OF INTERSECTION OF SAID CURVE; THENCE N88°33'15"W, ALONG THE TANGENT OF SAID CURVE AND SAID CENTERLINE, 1818.24 FEET TO THE DEPARTMENT OF TRANSPORTATION P.T. STATION 42+15.62, (SECTION 1304-201); THENCE CONTINUE N88°33'15"W, ALONG THE CENTERLINE OF SAID STATE ROAD NO. 684 (CORTEZ ROAD) (DEPARTMENT OF TRANSPORTATION SECTION 1304-175), AND THE TANGENT OF A CURVE TO THE LEFT, 231.21 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF BAYVIEW DRIVE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 701, PAGE 902 AND 903, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N1T42°54"W, ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID SOUTHERLY EXTENSION THEREOF, 104.13 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT "A", BLOCK 87 OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE CONTINUE N1T42°54"W, ALONG THE WESTERLY RIGHT-OF-WAY OF SAID BAYVIEW DRIVE, 195.15 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 319.53 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'30", 81.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N32°16'24"W, ALONG SAID WESTERLY RIGHT-OF-WAY 6.70 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF A CONCRETE SEAWALL; THENCE S46°26'39"W, ALONG THE OUTSIDE EDGE OF SAID SEAWALL, 35.51 FEET; THENCE S22°08'55"E, ALONG SAID SEAWALL, 72.86 FEET; THENCE S66°17'22"W, ALONG SAID SEAWALL, 76.23 FEET; THENCE N22°02'46"W, ALONG SAID SEAWALL, 60.02 FEET; THENCE N78°37'50"W, ALONG SAID SEAWALL, 4.94 FEET; THENCE S55°06'50"W, ALONG SAID SEAWALL, 28.64 FEET; THENCE S15°35'54"E, ALONG SAID SEAWALL, 124.35 FEET; THENCE N82°57'52"E, ALONG SAID SEAWALL, 125.12 FEET; THENCE S10°04'47"E, ALONG SAID SEAWALL, 78.56 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT "A"; THENCE S88°33'15"E, ALONG SAID WESTERLY EXTENSION, 44.85 FEET TO POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

JOB NO.....CS.1Q.....

SCALE:r-J.9'!L.... FILE INDEX NO.....

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SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 6 OF 23)	
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC. DATE: 11/14/18	
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA	
<u>DESCRIPTION OF EXISTING SOVEREIGNTY SUBMERGED LAND LEASE AREAS</u> PARCEL 6: SEE NOTE #77 (THE SARABAY MARINE LEASE - PIN 7621800009) LESSEE'S INTEREST IN THAT CERTAIN SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, AS LESSOR, AND SARABAY MARINE, INCORPORATED, AS LESSEE, RECORDED IN OFFICIAL RECORDS BOOK 1266, PAGE 3237, AS AFFECTED BY SUBMERGED LAND LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 1460, PAGE 2665, OFFICIAL RECORDS BOOK 1646, PAGE 2514 AND OFFICIAL RECORDS BOOK 2342, PAGE 741, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, DEMISING THE FOLLOWING DESCRIBED LANDS: SUBMERGED LAND LEASE DESCRIPTION: ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED AREA: A PARCEL OF SUBMERGED LAND LYING WITHIN SARASOTA BAY IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.15 FEET; THENCE N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECOND AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECOND AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 869.12 FEET (1,410.00 FEET, MORE OR LESS, BY PRIOR DEED) TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE S61°15'00"W, ALONG THE OUTSIDE FACE OF SAID SEAWALL, 42.50 FEET, TO THE INTERSECTION WITH THE OUTSIDE EDGE OF AN OLD EXISTING WOODEN DOCK; THENCE S52°41'00"W, INTO SARASOTA BAY, ALONG THE OUTSIDE EDGE OF SAID WOODEN DOCK, 155.90 FEET TO THE NORTHWEST CORNER OF SAID OLD WOODEN DOCK, FOR A POINT OF BEGINNING; THENCE S57°14'30"W, PERPENDICULAR TO, MORE OR LESS, THE EXISTING SHORELINE, 120.00 FEET; THENCE S32°45'30"E, PARALLEL TO, MORE OR LESS, SAID SHORELINE, 481.50 FEET; THENCE N57°14'30"E, PERPENDICULAR TO, MORE OR LESS, SAID SHORELINE, 126.95 FEET TO THE INTERSECTION WITH THE SOUTHWEST CORNER OF AN EXISTING WOODEN DOCK; THENCE N51°15'00"E, ALONG THE OUTSIDE SOUTHERLY EDGE OF SAID WOODEN DOCK, 18.00 FEET; THENCE N47°43'35"W, 85.20 FEET TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL, SAID OUTSIDE FACE BEING THE MEAN HIGH WATER LINE OF SAID SARASOTA BAY; THENCE N31°32'00"W, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 90.50 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK; THENCE N55°04'22"W, ALONG THE OUTSIDE EDGE OF SAID WOODEN DOCK, 12.60 FEET; THENCE N32°45'30"W, ALONG THE OUTSIDE EDGE OF SAID WOODEN DOCK, 295.17 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA. CONTAINING 59,324 SQUARE FEET, MORE OR LESS.	
JOB NO.....□□!Q?..... SCALE:□.9'!L.... FILE INDEX NO.....	

LEO MILLS - PSM 1735 (RETIRED)

 Inc. LEO MILLS, JR. - PSM 3512	
MEMBER: FLORIDA SURVEYING & MAPPING SOCIETY & MANATEE CHAPTER SURVEYING	
1700 1ST AVENUE, SUITE 200, SARASOTA, FL 34234-1100, PH: (941) 553-2460 FAX: (941) 553-0640	
SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 7 OF 23)	
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.	DATE: 11/14/18
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA	
DESCRIPTION OF EXISTING SOVEREIGNTY SUBMERGED LAND LEASE AREAS:	
SUBMERGED LAND LEASE DESCRIPTION: (GRANDFATHER AREA #1)	
ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED AREA: A PARCEL OF SUBMERGED LAND LYING WITHIN SARASOTA BAY IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.15 FEET; THENCE N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECTION AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECTION AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 869.12 FEET (1,410.00 FEET, MORE OR LESS, BY PRIOR DEED) TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE S61°15'00"W, ALONG THE OUTSIDE FACE OF SAID SEAWALL, 42.50 FEET, TO THE INTERSECTION WITH THE OUTSIDE EDGE OF AN OLD EXISTING WOODEN DOCK FOR A POINT OF BEGINNING; THENCE S52°41'00"W, INTO SARASOTA BAY, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK AND SOUTHWESTERLY EXTENSION THEREOF, 155.90 FEET TO THE NORTHWEST CORNER OF THE WESTERNMOST EXISTING OLD WOODEN DOCK; THENCE S32°45'30"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 295.17 FEET; THENCE S55°04'22"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 12.60 FEET TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL, SAID OUTSIDE FACE BEING THE MEAN HIGH WATER LINE OF SARASOTA BAY; THENCE N55°24'30"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 150.70 FEET; THENCE N32°45'30"W, ALONG SAID SEAWALL FACE, 314.40 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, CONTAINING 48,155 SQUARE FEET, MORE OR LESS.	
SUBMERGED LAND LEASE DESCRIPTION: (GRANDFATHER AREA #12)	
ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED AREA: A PARCEL OF SUBMERGED LAND LYING WITHIN SARASOTA BAY IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.15 FEET; THENCE	

N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECOND AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECOND AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 869.12 FEET (1410.00 FEET, MORE OR LESS, BY PRIOR DEED) TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE S61°15'00"W, ALONG THE OUTSIDE FACE OF SAID SEAWALL, 42.50 FEET, TO THE INTERSECTION WITH THE OUTSIDE EDGE OF AN OLD EXISTING WOODEN DOCK; THENCE S52°41'00"W, INTO SARASOTA BAY, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, AND SOUTHWESTERLY EXTENSION THEREOF, 155.90 FEET TO THE NORTHWEST CORNER OF THE WESTERNMOST EXISTING OLD WOODEN DOCK; THENCE S32°45'30"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 295.17 FEET; THENCE S55°04'22"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 12.60 FEET TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL, SAID OUTSIDE FACE BEING THE MEAN HIGH WATER LINE OF SAID SARASOTA BAY; THENCE S31°32'00"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 90.50 FEET FOR POINT OF BEGINNING; THENCE N57°46'00"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 151.80 FEET; THENCE S32°45'30"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 67.30 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF THE SOUTHERNMOST EXISTING OLD WOODEN DOCK; THENCE S51°15'00"W, ALONG SAID OLD WOODEN DOCK EDGE, 130.50 FEET; THENCE N47°43'35"W, 85.20 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 10,599 SQUARE FEET, MORE OR LESS.

JOB NO. mo.	SCALE: Q/'lf: FILE INDEX NO.
DWG. FILE: C9105-SSLL-8X11-SHEETS 1-8.DWG	TIM/GHM COGO FILE: C9105 GHM REV:
DESCRIPTION 6-12-19 GHM	



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 813 • SURVEYING • LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS - PSM 1735 (RETIRED)
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 9 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

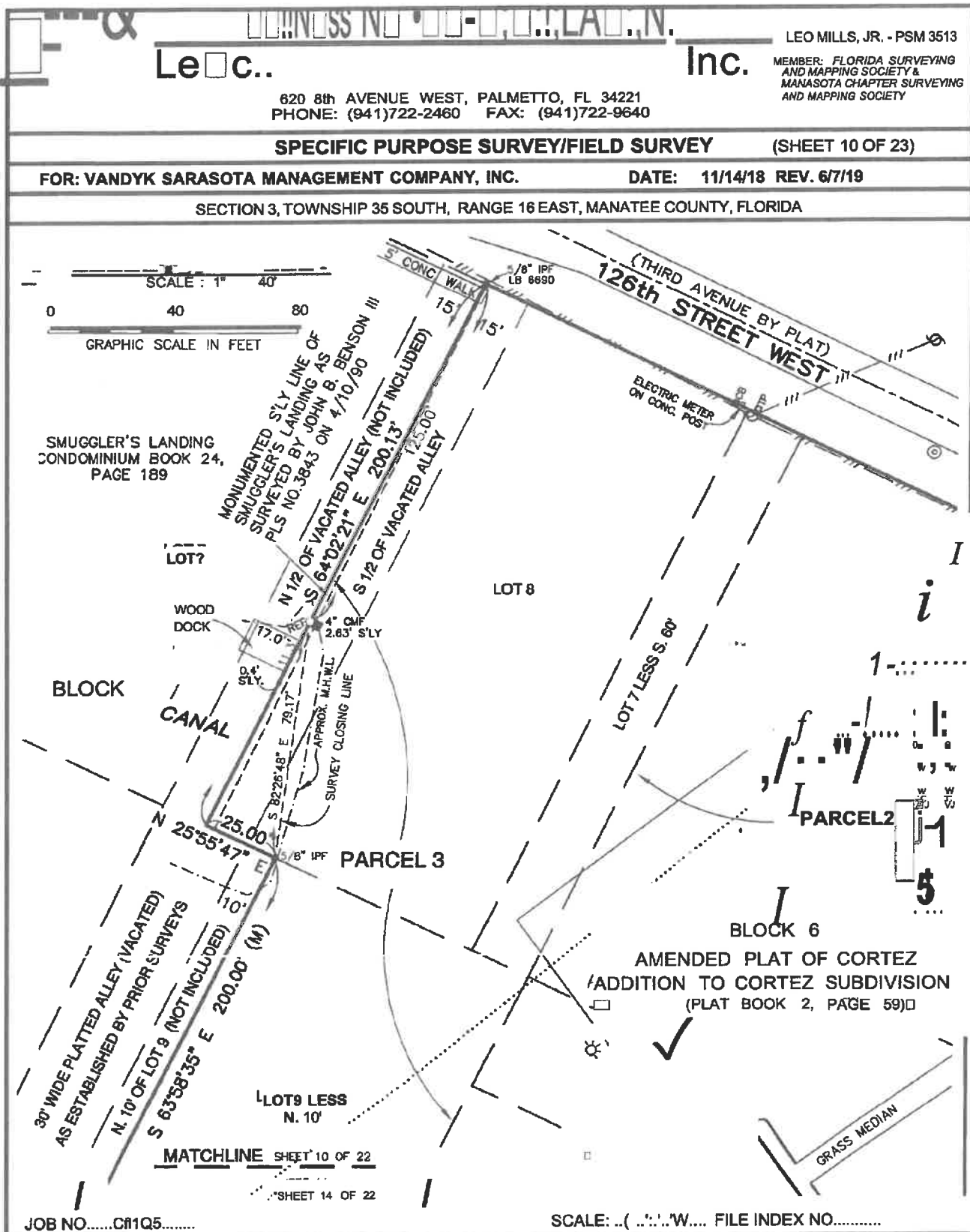
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

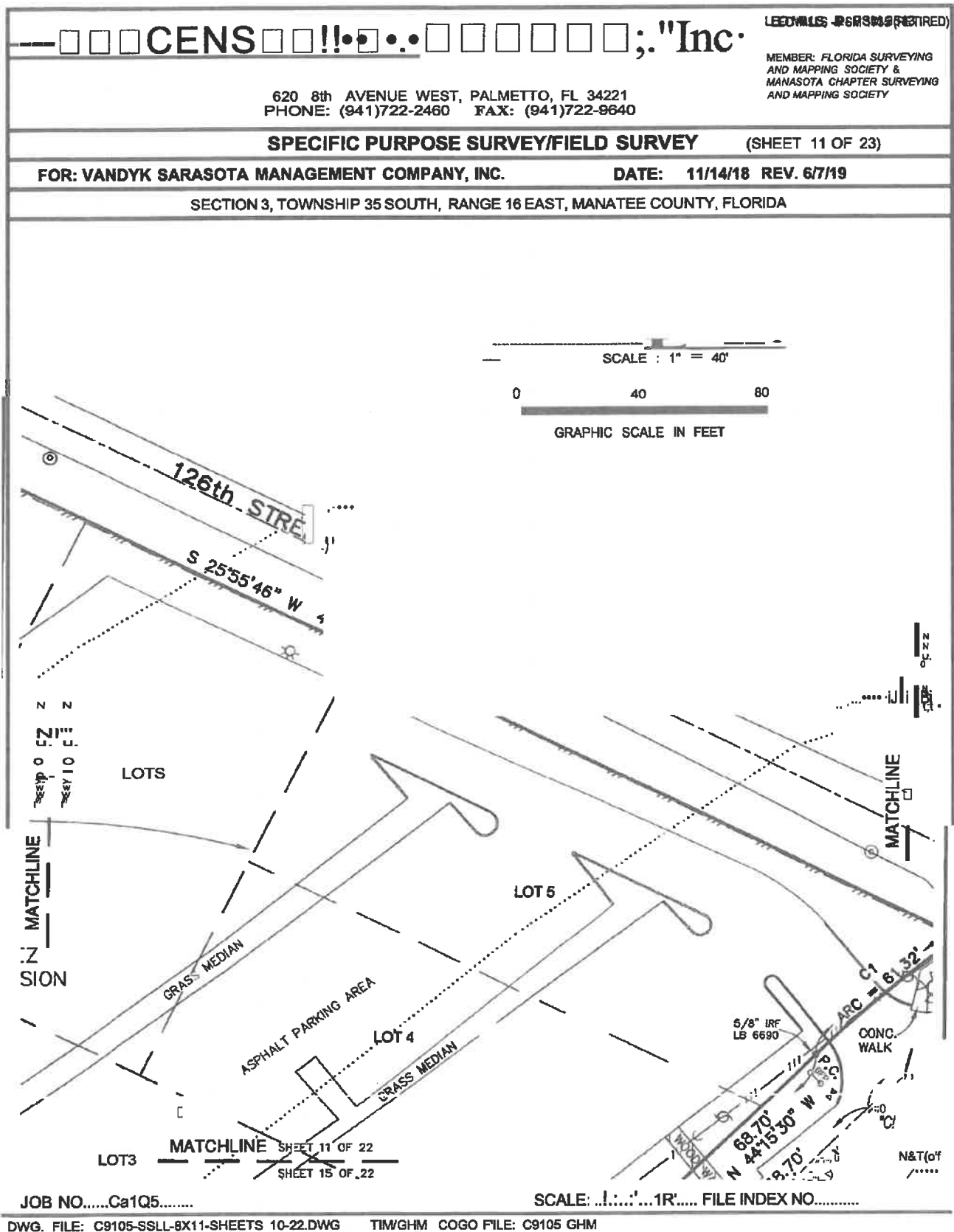


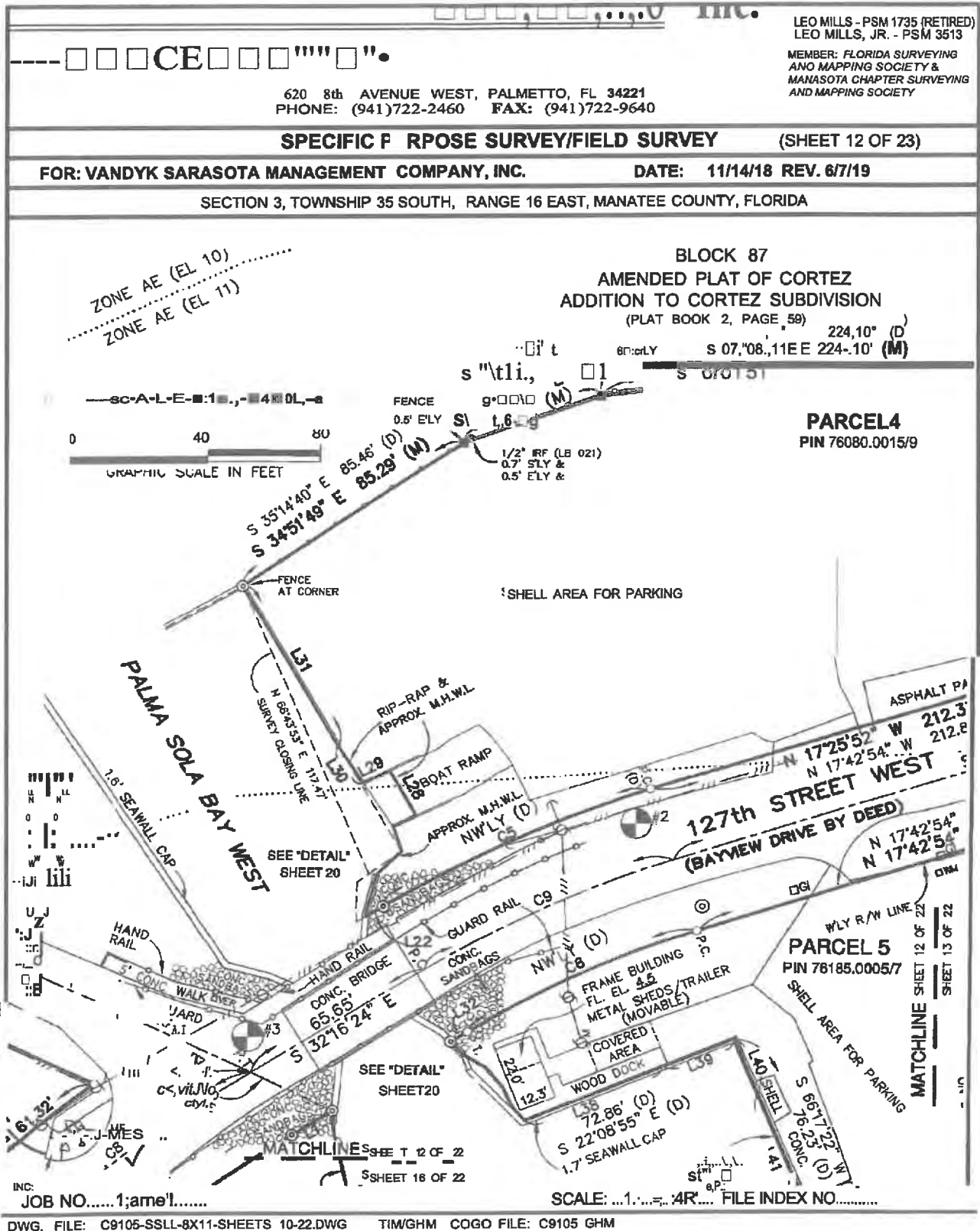
VICINITY MAP
NOT TO SCALE

JOB NO.C9105.....

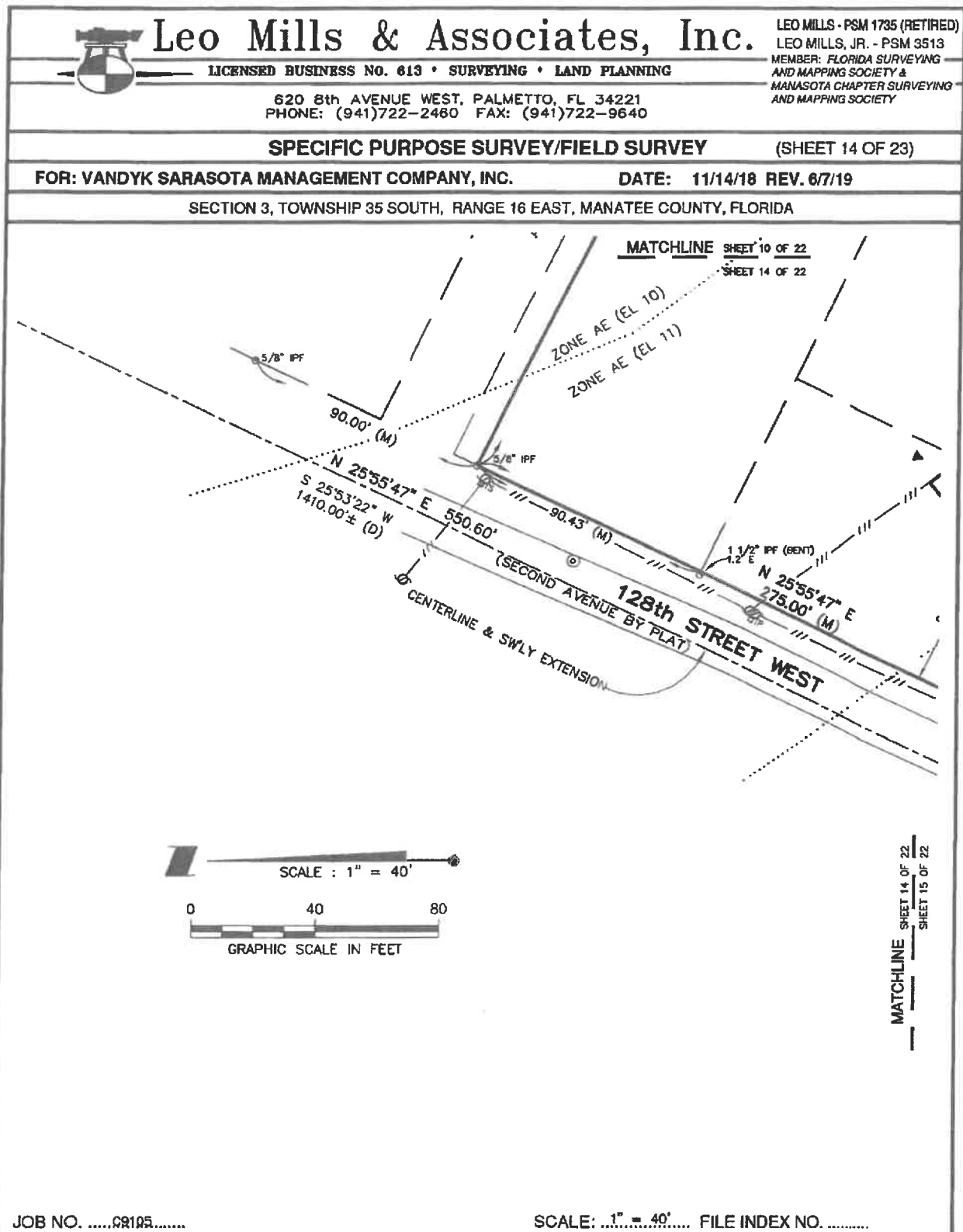
SCALE:NONE..... FILE INDEX NO.





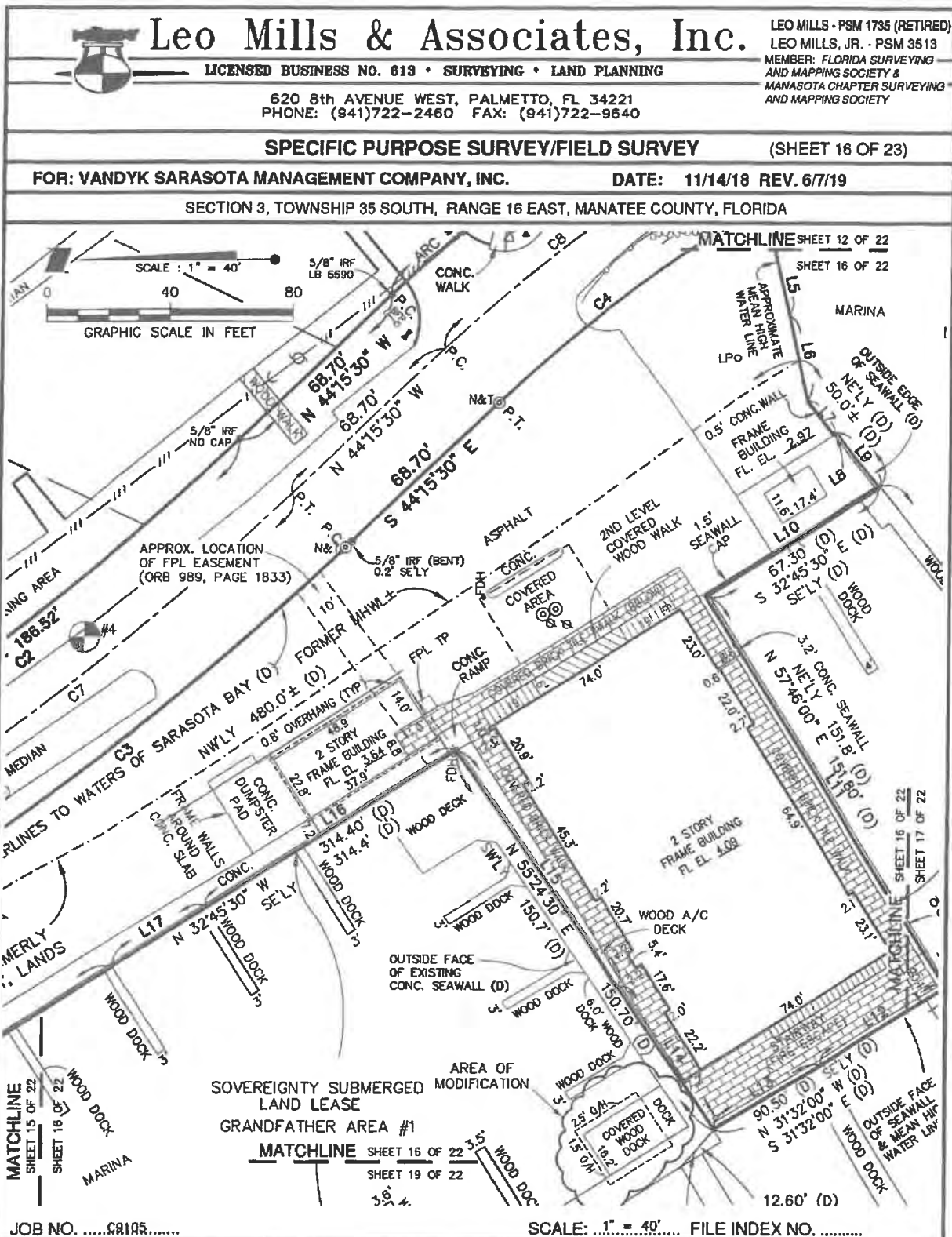


MAINSSOTA CHAPTER SURVEYING
AND MAPPING SOCIETY



620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY



620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

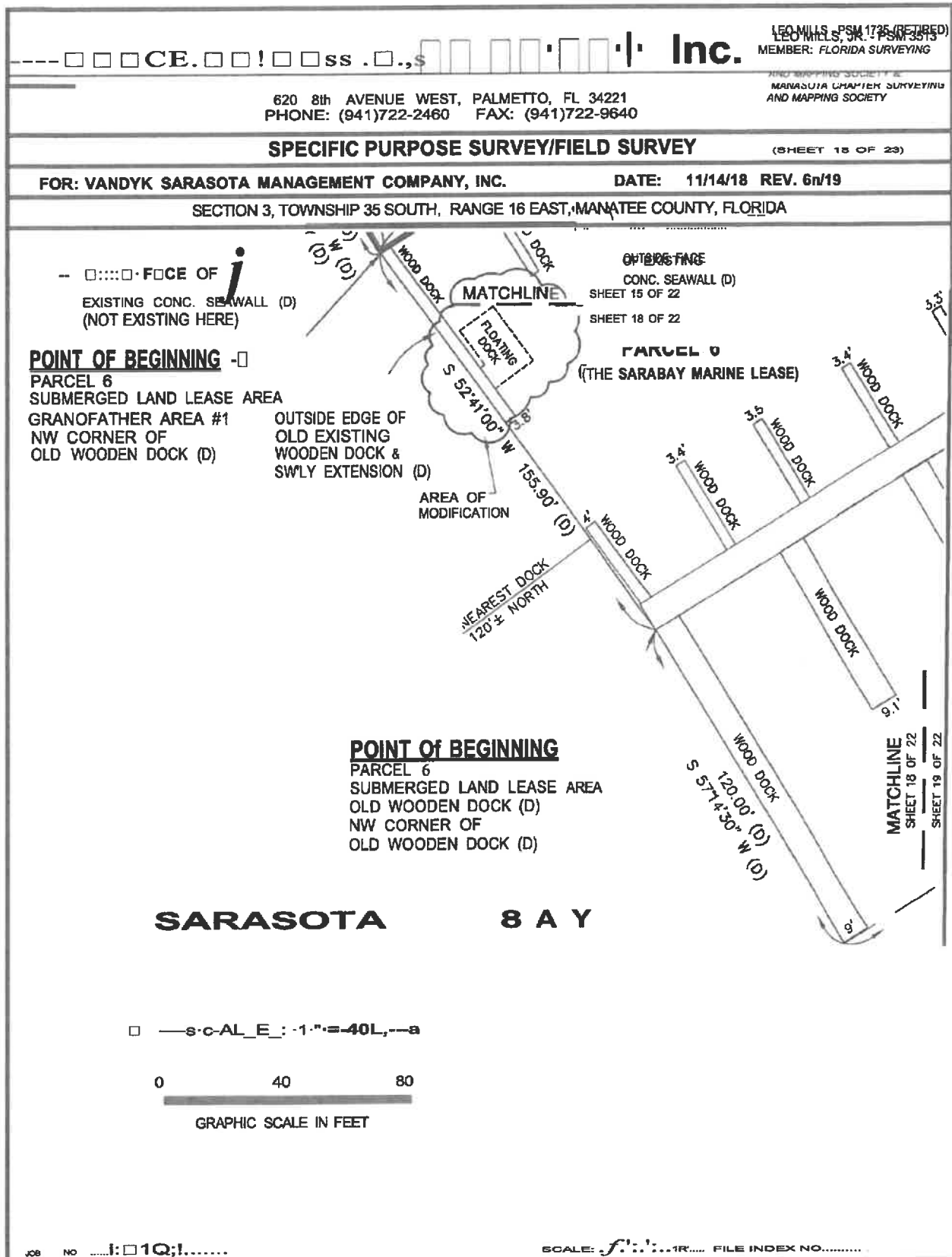
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

(SHEET 17 OF 23)

DATE: 11/14/18 REV. 6/7/19

GRAPHIC SCALE IN FEET

SCALE: 1" = 1R' FILE INDEX NO.....



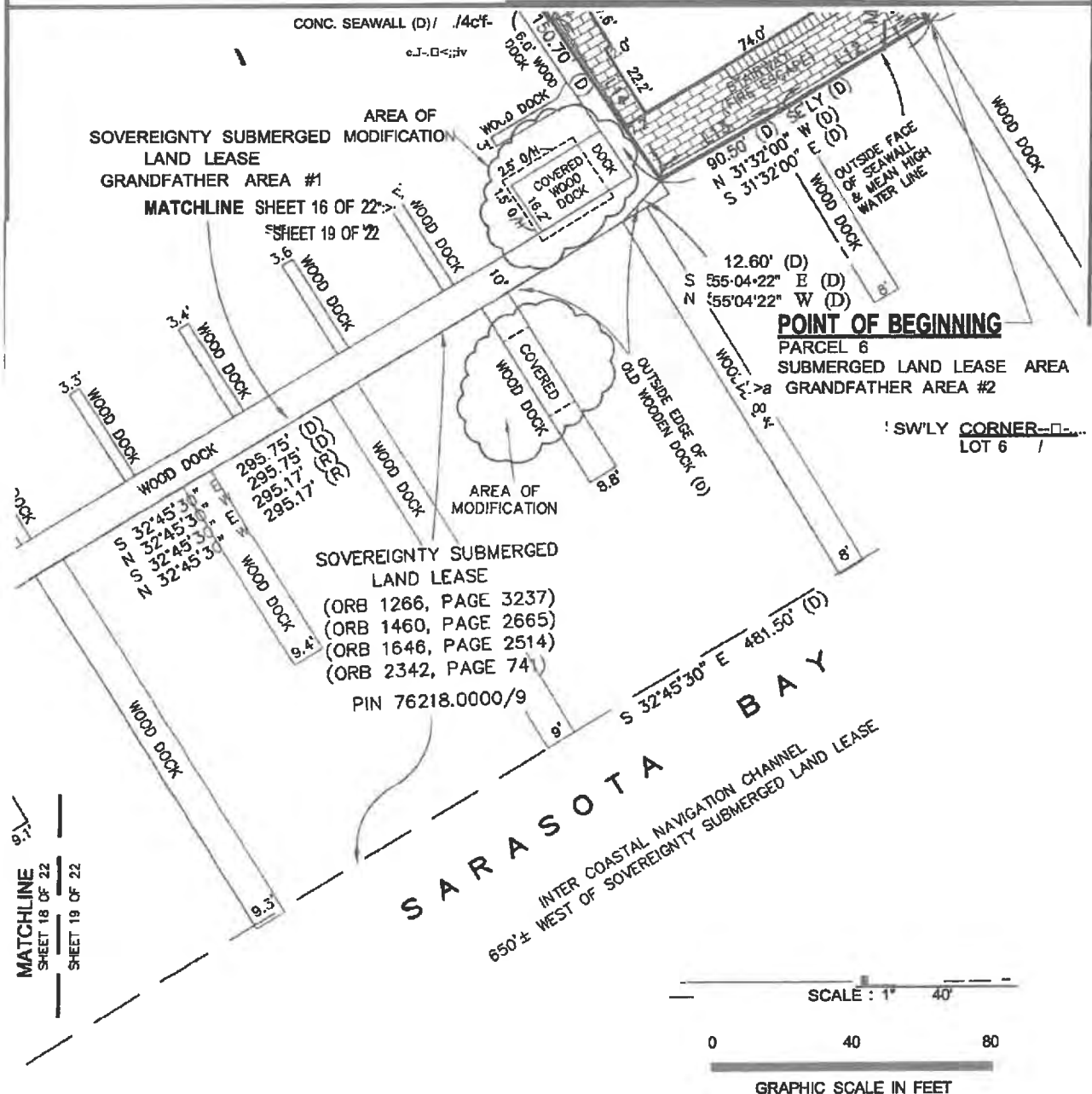
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

(SHEET 19 OF 23)

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



SCALE: X 1/2"=1' OR: ... FILE INDEX NO.



620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS - PSM 1735 (RETIRED)
LEO MILLS, JR. - PSM 3513
 MEMBER: *FLORIDA SURVEYING*
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

(SHEET 20 OF 23)

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



SCALE: X 1:1000000 FILE INDEX NO.....



Leo CEN!!!.f!G Inc.

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS, RSM 1735-0000
LEO MILLS, JR. PSM 3513

MEMBER: FLORIDA SURVEYING -
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING-
AND MAPPING SOCIETY

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 22 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV.6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	502.47'	61.32'	61.28'	N 40°45'43" W	06°59'33"
C2	929.30'	186.52'	186.21'	N 38°30'30" W	11°30'00"
C3	979.30'	196.56'	196.23'	S 38°30'30" E	11°30'00"
C4	452.47'	94.65'	94.47'	S 38°15'57" E	11°59'06"
C5	369.53'	93.89'	93.64'	N 24°59'39" W	14°33'30"
C6	319.53'	81.19'	80.97'	N 24°59'39" W	14°33'30"
C7	954.30'	191.54'	191.22'	S 38°30'30" E	11°30'00"
C8	477.47'	99.88'	99.70'	S 38°15'56" E	11°59'08"
C9	344.53'	87.54'	87.31'	S 24°59'39" E	14°33'30"

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 32°16'24" E	15.50'	L28	N 60°43'32" E	17.21'
L2	S 25°55'45" W	1.79'	L29	N 27°01'43" W	9.31'
L3	N 85°07'30" W	4.00'	L30	N 56°41'05" E	15.08'
L4	S 81°18'37" W	3.95'	L31	N 59°48'58" E	62.44'
L5	S 76°43'12" W	29.86'	L32	N 32°16'24" W(M	6.11' M
L6	S 77°39'51" W	29.22'		N 32°16'24" W(D	6.70' D
L7	S 50°59'33" W	14.53'	L33	S 48°49'48" W	5.79'
L8	S 32°15'20" E	1.12'	L34	S 30°31'46" W	8.10'
L9	S 50°51'33" W	22.86'	L35	S 50°04'23" W	9.10'
L10	N 32°17'52" W	67.87'	L36	S 65°42'17" W	7.33'
L11	S 58°00'40" W	152.34'	L37	S 47°17'39" W	6.03'
L12	N 32°06'05" W	48.41'	L38	S 22°21'04" E	48.14'
L13	N 30°51'44" W	40.95'	L39	S 22°11'38" E	24.66'
L14	N 55°33'13" E	56.24'	L40	S 67°48'38" W	20.44'
L15	N 55°33'13" E	95.05'	L41	S 66°45'03" W	35.91'
L16	N 32°45'21" W	95.93'	L42	S 64°20'17" W	20.62'
L17	N 32°23'49" W	36.40'	L43	N 19°58'54" W	26.17'
L18	N 32°34'58" W	181.82'	L44	N 23°16'40" W	33.98'
L19	N 58°09'29" E	22.08'	L45	N 77°48'14" W	4.59'
L20	N 65°47'55" E	21.50'	L46	S 55°17'26" W	27.99'
L21	N 25°39'07" E	14.93'	L47	S 15°44'43" E	68.14'
L22	N 32°16'24" W	6.53'	L48	S 14°51'58" E	55.34'
L23	S 86°06'19" E	0.85'	L49	N 83°04'25" E(M	125.08' M
L24	S 76°25'01" E	13.60'		S 82°57'52" W(R	125.12' D
L25	S 45°14'49" E	11.17'	L50	S 09°57'44" E(M	80.57' M
L26	N 71°32'31" E	8.86'		S 10°04'47" E(D	78.56' D
L27	S 26°52'48" E	8.06'			

JOB NO.....CIIH.....

SCALE:1"=100'..... FILE INDEX NO.....

	Leo Mills & Associates, Inc. LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING 620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640	LEO MILLS - PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY
SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 23 OF 23)		
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.		DATE: 11/14/18 REV. 6/7/19
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA		
LEGEND		
○ = 1/2" IRON ROD SET - LB 613 ○ REF = 1/2" IRON ROD SET - REF LB 613 N&T⊙ = NAIL AND TAB SET- LB 613 ⊙ = TAB SET IN SEAWALL ● = IRON ROD FOUND (IRF) AS NOTED ● = IRON PIPE FOUND (IPF) AS NOTED ■ = 4" x 4" CONCRETE MONUMENT FOUND ⋈ = CROSS FOUND IN SEAWALL ⊙ = TAB FOUND IN SEAWALL REF = REFERENCE MONUMENT LB = LICENSED BUSINESS R/W = RIGHT-OF-WAY C# = INDICATES CURVE - SEE "CURVE DATA" (P) = PLAT (M) = MEASURED (D) = DEED (R) = REVISED (C) = CALCULATED P.I. = POINT OF INTERSECTION Ⓢ = CENTERLINE APPROX. = APPROXIMATE ORB = OFFICIAL RECORD BOOK DB = DEED BOOK PIN = MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER —○— = FENCE —○— = GUARD RAIL/HAND RAIL — /// — = OVERHEAD UTILITY LINES Ⓢ→ = UTILITY POLE/WITH ANCHOR ⓈM = METER POLE FL. EL. = FLOOR ELEVATION MES = MITERED END SECTION FPL TP = FLORIDA POWER & LIGHT COMPANY TRANSFORMER PAD BFP = BACK FLOW PREVENTOR GTE = GENERAL TELEPHONE & ELECTRIC APPROX. MHWL = APPROXIMATE MEAN HIGH WATER LINE (SEE NOTE #11) FDH = FIRE DEPARTMENT HOOKUP	(TYP) = TYPICAL ▲ = WELL ∅ = SEWER CLEANOUT ⊙ = MANHOLE Ⓢ = WATER VALVE Ⓢ = FIRE HYDRANT OLP = LIQUID PROPANE TANK ⓈWM = WATER METER ⓈGI = GRATE INLET ⓈVER = VERIZON PEDESTAL ⓈVV = VERIZON VAULT ⓈVB = VERIZON BOX ⓈTP = GTE PEDESTAL ⓈTS = GTE STANDARD ⓈCB = CABLE BOX ⓈEV = ELECTRIC VAULT ▭ = ASPHALT ▭ = CONC. = CONCRETE ▭ = SHELL ▭ = BRICK TILE ⊙ = BENCHMARKS: #1- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>3.43</u> FEET N.A.V.D. 1988 #2- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>6.63</u> FEET N.A.V.D. 1988 #3- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>10.39</u> FEET N.A.V.D. 1988 #4- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>2.98</u> FEET N.A.V.D. 1988 #5- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>3.11</u> FEET N.A.V.D. 1988 SOURCE BENCH MARK: TIDAL BENCH MARK K254 1965-DISK FOUND AT EAST END OF CORTEZ BRIDGE-20.5' SOUTH OF THE CENTERLINE OF CORTEZ ROAD IN THE EAST END OF THE EAST CONCRETE ABUTMENT OF THE BRIDGE - ELEVATION = <u>13.90</u> FEET N.A.V.D. 1988	
JOB NO.G8105.....		SCALE:NONE..... FILE INDEX NO.
DWG. FILE: C9105-SSLL-8X11-SHEETS 10-22.DWG TIM/GHM COGO FILE: C9105 GHM		

TEMPORARY USE AGREEMENT

BOT No. 410337453

This Temporary Use Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 20 ____, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as the "Board") and Manatee County, a political subdivision of the State of Florida" (hereinafter referred to as the "Applicant").

RECITALS:

- A. The Applicant desires to enter into this Agreement for the sovereign lands (hereinafter referred to as "lands") and water column adjacent to the Applicant's upland real property located at located at 4334 127th St. W., Cortez, Manatee County, Florida.
 - B. An existing docking structure on the lands adjacent to Applicant's upland real property has been determined to be on State Lands and requires a lease modification for continued use of the docking structures.
 - C. Applicant desires to obtain the consent of the Board to maintain and use the structures located on these lands.+
 - D. The parties acknowledge that the application, approval and issuance of a sovereign lands lease may require a time period of several months.
 - E. The Applicant desires to have the temporary use of the structures located on these lands during the processing and review of the Applicant's sovereign lands lease application.
- 1. The Applicant acknowledges and understands that the grant of this Agreement does not guarantee that the Board will grant the Applicant a lease or that the Department of Environmental Protection will recommend that a lease be granted.**
2. The Applicant is hereby granted the temporary exclusive use of the structures located on these lands as depicted in Exhibit "A", consisting of approximately 15,443 square feet, waterward of Applicant's upland real property described above. This temporary exclusive use is for a term not to exceed one year from the date of execution of this Agreement through _____, or until the date of execution of a sovereign lands lease between the Board and the Applicant, whichever occurs first. The Applicant shall make no claim of title to or interest in the sovereign lands identified in Exhibit "A" solely by reason of occupancy or use thereof under this Agreement.
3. The existing structures can only be utilized as they were on the date of execution of this Agreement. In the event any part of any of these structures is determined by a final adjudication issued by a court of competent jurisdiction to encroach or interfere with riparian rights of the adjacent upland riparian owner, Applicant agrees to either obtain written consent for the offending structure from the affected adjacent upland riparian owner or 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 Agreement and be grounds for immediate termination of this Agreement at the sole option of the Board.
4. In the event that a sovereign lands lease application is not approved by the Board and executed by both parties prior to the expiration or sooner termination of this Agreement, and either the Applicant fails to timely submit the information concerning title as required herein, or the Board denies the Applicant's claim of title and the Applicant has not commenced an action to quiet title as specified herein, the Applicant shall remove all structures referenced herein from the sovereign lands at the Applicant's sole expense. The complete removal of the structures shall be accomplished within 180 days following the expiration or termination of this Agreement, whichever occurs first.

5. If the Applicant asserts title to the sovereign lands identified in Exhibit "A", the Applicant must submit an application, accompanied by all evidence upon which Applicant relies for the assertion of title, to the Division of State Lands ("DSL"), Department of Environmental Protection, within 90 days after the execution of this Agreement. DSL will review the application and accompanying evidence and give a response to Applicant as to whether the Board will assert title to the sovereign lands described in Exhibit "A". If DSL responds that the Board will assert title to said sovereign lands, the Applicant must file an appropriate action in circuit court within 90 days of DSL's response to obtain a legal determination of title to the sovereign lands. If DSL, after consultation with the Board, responds that the Board does not assert title to the sovereign lands, then the Applicant shall not have to apply for a sovereign lands lease, and that portion of the consideration representing lease fees and interest shall be refunded. If DSL, after its review, responds that the Board does not assert title to a portion of the sovereign lands, any consideration for that portion representing lease fees and interest will be refunded. Failure to submit the initial application and evidence within 90 days after execution of this Agreement, or failure to file the appropriate court action within 90 days after DSL's response, shall constitute a waiver by the Applicant of all of its claim of title to the sovereign lands and an acknowledgment that the Board owns the sovereign lands.

6. Applicant shall make initial application for a sovereign lands lease (modification) to the Board within 60 days of the execution of this Agreement and complete the application by no later than 120 days of the execution of this Agreement for the lands identified in Exhibit "A".

7. This Agreement is temporary in nature and may not be extended or modified except upon the express written agreement of the Board. No request for an extension of the Agreement shall be considered by the Board except upon a demonstration by the Applicant that the Applicant is in full compliance with the terms and conditions of this Agreement and has exercised due diligence in its efforts to procure a sovereign lands lease from the Board.

8. As a material condition of this Agreement, Applicant agrees to comply with all of the requirements of Chapters 253, 258, and 376, Florida Statutes, and the rules promulgated pursuant thereto. The Board has the right to immediately rescind this Agreement upon the failure of Applicant to comply with either the terms of this Agreement, the aforementioned Consent Order, statutes, rules, or any permits or exemptions. Upon written notice that the Board has exercised its right to rescind under this paragraph, Applicant shall cease and desist all activity authorized by this Agreement within the timeframe specified in the notice, or within twenty days of receipt of the notice if no timeframe is specified. Notice may be given by the Board by certified mail or hand delivery to: Manatee County, 1112 Manatee Ave W, Bradenton, FL 34205 or by posting the notice at the property described in Exhibit "A".

9. Applicant shall save and hold harmless and indemnify the Board, Department of Environmental Protection, and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for loss or damage to any property arising out of or connected with Applicant's occupation and use of these lands and the structures or activities located thereon. By execution of this Agreement, applicant waives any claim it may have against the Department of Environmental Protection concerning the submerged lands described on Exhibit "A" except as described in Paragraph 5 above. Applicant's hold harmless and indemnification obligations are subject to section 768.28, Florida Statutes' liability limitations to the extent applicable. Nothing herein shall be interpreted as a waiver of Applicant's sovereign immunity, or any additional rights or defenses it has under the law, to the extent applicable.

10. Applicant agrees that any litigation arising from matters relating to this Agreement between the Board and the Applicant shall be initiated and maintained only in Leon County, Florida.

11. This Agreement, and any rights and privileges contained herein, are for the sole benefit and use of the Applicant and shall not be assigned or transferred by the Applicant to any other party without the prior written consent of the Board, which consent shall not be unreasonably withheld.

12. The terms of this Agreement may be enforced by the Board notwithstanding that the authorization granted hereunder has expired.

Executed on the date first written above.

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

WITNESSES:

Original Signature

Printed/Typed Name

Original Signature

Printed/Typed Name

By: _____
Kelley M. Boatwright
Director of District Management,
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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, Director of District Management, _____ District, 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/She is personally known to me.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____
Commission/Serial No.: _____

MANATEE COUNTY, a political subdivision of the State of
Florida



By: Board of County Commissioners

[Signature]
Chairperson

4/21/2024
Date

ATTN: ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: *[Signature]*

Deputy Clerk

EXHIBIT "A"
LEGAL DESCRIPTION OF:

PARCEL 5

COMMENCE AT THE S.E. CORNER OF THE N.E. 1/4 OF SECTION 3, TOWNSHIP 35S., RANGE 16E.; THENCE S. 01° 02' 15" W. ALONG THE EAST LINE OF SAID SECTION 3, 219.80 FT. TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 884 (CORTEZ ROAD); THENCE N. 64° 08' 15" W. ALONG SAID CENTERLINE, AND TANGENT OF A CURVE TO THE LEFT, 546.92 FT. TO THE P.I. OF SAID CURVE; AND SAID CENTERLINE, 1818.24 FT. TO THE D.O.T. P.T. STATION 42+15.62 (SECTION 1304-201); THENCE CONTINUE N. 88° 33' 15" W. ALONG THE CENTERLINE OF SAID STATE ROAD NO. 884 (CORTEZ ROAD) (D.O.T. SECTION 1304-175), AND THE TANGENT OF A CURVE TO THE LEFT, 231.21 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY R/W OF "BAYVIEW DRIVE" AS DESCRIBED AND RECORDED IN O.R. BOOK 701, PAGE 902 AND 903, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N. 17° 42' 54" W. ALONG SAID WESTERLY R/W AND SOUTHERLY EXTENSION THEREOF, 104.13 FT. TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT "A", BLOCK 87 OF THE AMENDED PLAT OF CORTEZ SUBDIVISIONS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A P.O.B.; THENCE CONTINUE N. 17° 42' 54" W. ALONG THE WESTERLY R/W OF SAID "BAYVIEW DRIVE", 195.51 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 319.53 FT.; THENCE NORTHWESTERLY, ALONG SAID R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14° 33' 30", 81.19 FT. TO THE P.T. OF SAID CURVE; THENCE N. 32° 16' 24" W. ALONG SAID WESTERLY R/W 8.70 FT. TO THE INTERSECTION WITH THE OUTSIDE EDGE OF A CONCRETE SEAWALL; THENCE S. 46° 28' 39" W. ALONG THE OUTSIDE EDGE OF A CONCRETE SEAWALL, 35.51 FT.; THENCE S. 22° 08' 55" E. ALONG SAID SEAWALL 72.86 FT.; THENCE S. 66° 17' 22" W. ALONG SAID SEAWALL 76.23 FT.; THENCE N. 78° 37' 50" W. ALONG SAID SEAWALL, 80.03 FT.; THENCE N. 78° 37' 50" W. ALONG SAID SEAWALL, 4.94 FT.; THENCE S. 55° 06' 50" W. ALONG SAID SEAWALL, 28.64 FT.; THENCE S. 15° 35' 54" E. ALONG SAID SEAWALL 124.35 FT.; THENCE N. 82° 57' 52" E. ALONG SAID SEAWALL, 125.12 FT.; THENCE S. 10° 04' 47" E. ALONG SAID SEAWALL, 78.56 FT. TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT "A"; THENCE S. 86° 33' 15" E. ALONG SAID WESTERLY EXTENSION, 44.85 FT. TO THE P.O.B. BEING LYING IN SECTION 3, TOWNSHIP 35S., RANGE 16E., MANATEE COUNTY, FLORIDA.

(REFER TO ATTACHED SKETCH ON SHEET 2 OF 2)



KENNETH R. PALMER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4881
FLORIDA CERTIFICATE AUTHORIZATION NUMBER: LB-17750
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB No. 182-520 D.L.A.S.

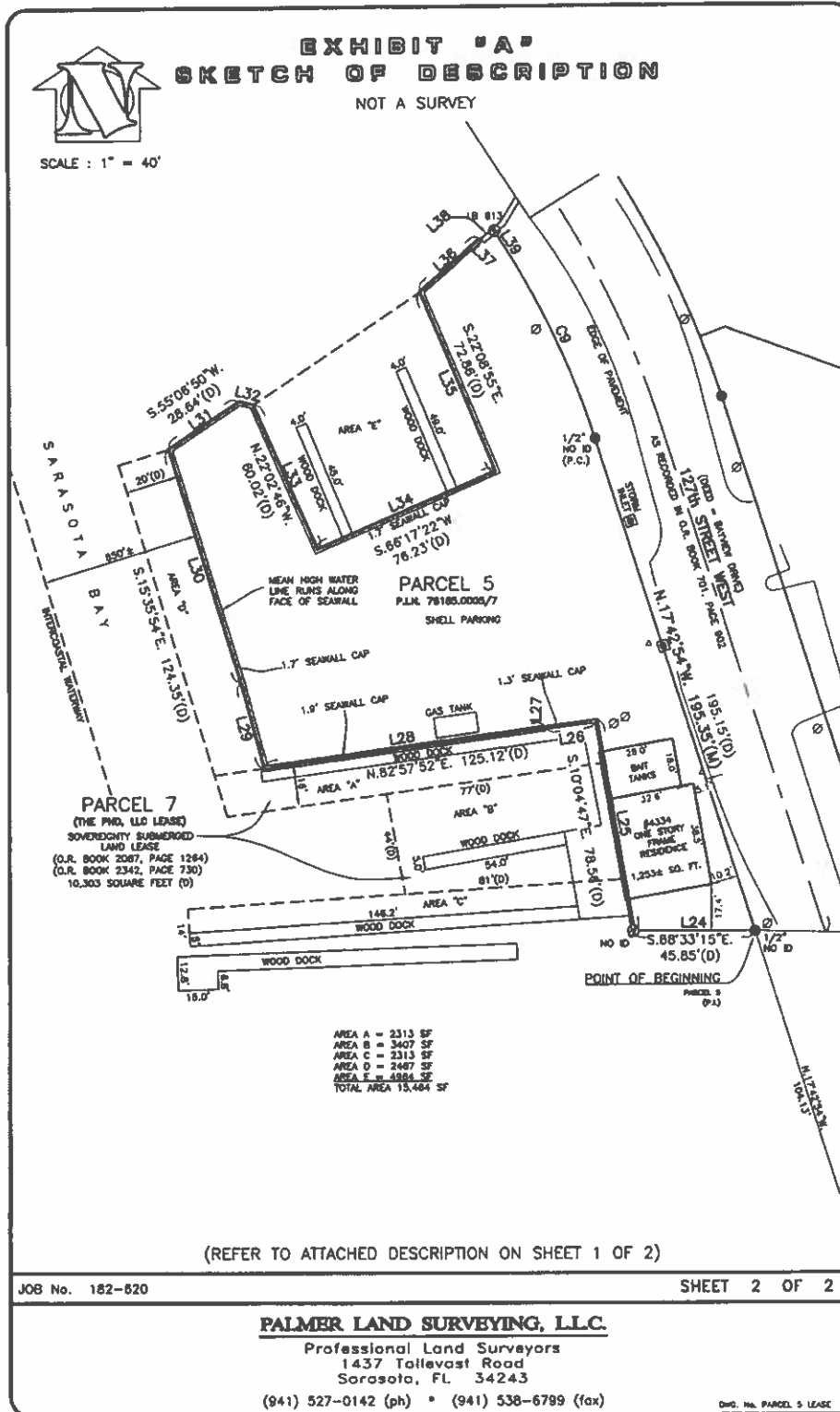
SHEET 1 OF 2

PALMER LAND SURVEYING, LLC.

Professional Land Surveyors
1437 Tallevast Road
Sarasota, FL 34243

(941) 527-0142 (ph) • (941) 538-8799 (fax)

ONE IN PARCEL 5 LEASE



TEMPORARY USE AGREEMENT
BOT No. 410140533

This Temporary Use Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 20 ____, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as the "Board") and Manatee County a political subdivision of the State of Florida" (hereinafter referred to as the "Applicant").

RECITALS:

- A. The Applicant desires to enter into this Agreement for the sovereign lands (hereinafter referred to as "lands") and water column adjacent to the Applicant's upland real property located at located at 4110 127th St W, Cortez Fl 34215, Manatee County, Florida.
- B. An existing docking structure on the lands adjacent to Applicant's upland real property has been determined to be on State Lands and requires a lease modification for continued use of the docking structures.
- C. Applicant desires to obtain the consent of the Board to maintain and use the structures located on these lands.
- D. The parties acknowledge that the application, approval and issuance of a sovereign lands lease may require a time period of several months.
- E. The Applicant desires to have the temporary use of the structures located on these lands during the processing and review of the Applicant's sovereign lands lease application.

1. The Applicant acknowledges and understands that the grant of this Agreement does not guarantee that the Board will grant the Applicant a lease or that the Department of Environmental Protection will recommend that a lease be granted.

2. The Applicant is hereby granted the temporary exclusive use of the structures located on these lands as depicted in Exhibit "A", consisting of approximately 118,179 square feet, waterward of Applicant's upland real property described above. This temporary exclusive use is for a term not to exceed one year from the date of execution of this Agreement through _____, or until the date of execution of a sovereign lands lease between the Board and the Applicant, whichever occurs first. The Applicant shall make no claim of title to or interest in the sovereign lands identified in Exhibit "A" solely by reason of occupancy or use thereof under this Agreement.

3. The existing structures can only be utilized as they were on the date of execution of this Agreement. In the event any part of any of these structures is determined by a final adjudication issued by a court of competent jurisdiction to encroach or interfere with riparian rights of the adjacent upland riparian owner, Applicant agrees to either obtain written consent for the offending structure from the affected adjacent upland riparian owner or 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 Agreement and be grounds for immediate termination of this Agreement at the sole option of the Board.

4. In the event that a sovereign lands lease application is not approved by the Board and executed by both parties prior to the expiration or sooner termination of this Agreement, and either the Applicant fails to timely submit the information concerning title as required herein, or the Board denies the Applicant's claim of title and the Applicant has not commenced an action to quiet title as specified herein, the Applicant shall remove all structures referenced herein from the sovereign lands at the Applicant's sole expense. The complete removal of the structures shall be accomplished within 180 days following the expiration or termination of this Agreement, whichever occurs first.

5. If the Applicant asserts title to the sovereign lands identified in Exhibit "A", the Applicant must submit an application, accompanied by all evidence upon which Applicant relies for the assertion of title, to the Division of State Lands ("DSL"), Department of Environmental Protection, within 90 days after the execution of this Agreement. DSL will review the application and accompanying evidence and give a response to Applicant as to whether the Board will assert title to the sovereign lands described in Exhibit "A". If DSL responds that the Board will assert title to said sovereign lands, the Applicant must file an appropriate action in circuit court within 90 days of DSL's response to obtain a legal determination of title to the sovereign lands. If DSL, after consultation with the Board, responds that the Board does not assert title to the sovereign lands, then the Applicant shall not have to apply for a sovereign lands lease, and that portion of the consideration representing lease fees and interest shall be refunded. If DSL, after its review, responds that the Board does not assert title to a portion of the sovereign lands, any consideration for that portion representing lease fees and interest will be refunded. Failure to submit the initial application and evidence within 90 days after execution of this Agreement, or failure to file the appropriate court action within 90 days after DSL's response, shall constitute a waiver by the Applicant of all of its claim of title to the sovereign lands and an acknowledgment that the Board owns the sovereign lands.

6. Applicant shall make initial application for a sovereign lands lease (modification) to the Board within 60 days of the execution of this Agreement and complete the application by no later than 120 days of the execution of this Agreement for the lands identified in Exhibit "A".

7. This Agreement is temporary in nature and may not be extended or modified except upon the express written agreement of the Board. No request for an extension of the Agreement shall be considered by the Board except upon a demonstration by the Applicant that the Applicant is in full compliance with the terms and conditions of this Agreement and has exercised due diligence in its efforts to procure a sovereign lands lease from the Board.

8. As a material condition of this Agreement, Applicant agrees to comply with all of the requirements of Chapters 253, 258, and 376, Florida Statutes, and the rules promulgated pursuant thereto. The Board has the right to immediately rescind this Agreement upon the failure of Applicant to comply with either the terms of this Agreement, the aforementioned Consent Order, statutes, rules, or any permits or exemptions. Upon written notice that the Board has exercised its right to rescind under this paragraph, Applicant shall cease and desist all activity authorized by this Agreement within the timeframe specified in the notice, or within twenty days of receipt of the notice if no timeframe is specified. Notice may be given by the Board by certified mail or hand delivery to: 1112 Manatee Avenue West, Bradenton, Florida 34205 or by posting the notice at the property described in Exhibit "A".

9. Applicant shall save and hold harmless and indemnify the Board, Department of Environmental Protection, and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for loss or damage to any property arising out of or connected with Applicant's occupation and use of these lands and the structures or activities located thereon. By execution of this Agreement, applicant waives any claim it may have against the Department of Environmental Protection concerning the submerged lands described on Exhibit "A" except as described in Paragraph 5 above. Applicant's hold harmless and indemnification obligations are subject to section 768.28, Florida Statutes' liability limitations to the extent applicable. Nothing herein shall be interpreted as a waiver of Applicant's sovereign immunity, or any additional rights or defenses it has under the law, to the extent applicable.

10. Applicant agrees that any litigation arising from matters relating to this Agreement between the Board and the Applicant shall be initiated and maintained only in Leon County, Florida.

11. This Agreement, and any rights and privileges contained herein, are for the sole benefit and use of the Applicant and shall not be assigned or transferred by the Applicant to any other party without the prior written consent of the Board, which consent shall not be unreasonably withheld.

12. The terms of this Agreement may be enforced by the Board notwithstanding that the authorization granted hereunder has expired.

BOT No. 410140533
Temporary Use Agreement
Page 3 of 30

Executed on the date first written above.

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

WITNESSES:

Original Signature

Printed/Typed Name

Original Signature

Printed/Typed Name

By: _____
Kelley M. Boatwright
Director of District Management,
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

STATE OF FLORIDA
COUNTY OF _____

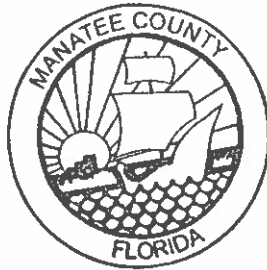
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, Director of District Management, _____ District, Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He/She is personally known to me.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____
Commission/Serial No.: _____

MANATEE COUNTY, a political subdivision of the State of
Florida



By: Board of County Commissioners

JW
Chairperson

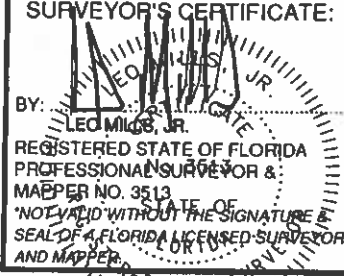
4/21/2024
Date

ATTN: ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: Ruth Deth DC

Deputy Clerk

Exhibit A -Approved Lease Survey

		LEO MILLS - PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY															
Leo Mills & Associates, Inc. LICENSED BUSINESS NO. 813 • SURVEYING • LAND PLANNING 620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640																	
MODIFICATION OF EXISTING SOVEREIGNTY SUBMERGED LAND LEASE		(SHEET 1 OF 23)															
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.		DATE: 11/14/18															
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA																	
SPECIFIC PURPOSE SURVEY/FIELD SURVEY OF THOSE CERTAIN SOVEREIGNTY SUBMERGED LANDS LYING AND BEING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 WEST, MANATEE COUNTY, FLORIDA		SURVEYOR'S CERTIFICATE:  BY: LEO MILLS, JR. REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3513 NOT VALID WITHOUT THE SIGNATURE & SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ALL GRAPHIC AND TEXT DATA SHOWN ON THIS SURVEY REPORT IS COPYRIGHTED.															
SHEET INDEX <table border="0" style="width: 100%;"><tr><td style="width: 15%;">SHEET 1-2:</td><td>SURVEYORS CERTIFICATE, SHEET INDEX, NOTES & CERTIFICATIONS</td></tr><tr><td>SHEET 3-5:</td><td>DESCRIPTION OF UPLANDS AREA</td></tr><tr><td>SHEET 6-8:</td><td>DESCRIPTION OF SOVEREIGNTY SUBMERGED LAND LEASE AREA</td></tr><tr><td>SHEET 9:</td><td>VICINITY MAP</td></tr><tr><td>SHEET 10-20:</td><td>GRAPHIC DEPICTION OF UPLAND AREAS & SOVEREIGNTY SUBMERGED LAND LEASE AREAS</td></tr><tr><td>SHEET 21:</td><td>SKETCH SHOWING POINT OF COMMENCEMENT TO POINT OF BEGINNING</td></tr><tr><td>SHEET 22:</td><td>LINE TABLE & CURVE TABLE</td></tr><tr><td>SHEET 23:</td><td>DRAWING LEGEND DETAIL</td></tr></table>			SHEET 1-2:	SURVEYORS CERTIFICATE, SHEET INDEX, NOTES & CERTIFICATIONS	SHEET 3-5:	DESCRIPTION OF UPLANDS AREA	SHEET 6-8:	DESCRIPTION OF SOVEREIGNTY SUBMERGED LAND LEASE AREA	SHEET 9:	VICINITY MAP	SHEET 10-20:	GRAPHIC DEPICTION OF UPLAND AREAS & SOVEREIGNTY SUBMERGED LAND LEASE AREAS	SHEET 21:	SKETCH SHOWING POINT OF COMMENCEMENT TO POINT OF BEGINNING	SHEET 22:	LINE TABLE & CURVE TABLE	SHEET 23:
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SHEET 21:	SKETCH SHOWING POINT OF COMMENCEMENT TO POINT OF BEGINNING																
SHEET 22:	LINE TABLE & CURVE TABLE																
SHEET 23:	DRAWING LEGEND DETAIL																
NOTES: 1. THIS REQUEST IS FOR MODIFICATION OF THE SOVEREIGNTY SUBMERGED LAND LEASE GRANDFATHER AREAS NO. 1, NO. 2 AND AREA C OF PARCEL NO. 7 AS SHOWN HEREON TO INCLUDE NEW IMPROVEMENTS TO DOCKING AREAS AND FACILITIES WITHIN THE LEASE BOUNDARIES AS SURVEYED AND LOCATED IN THE FIELD. 2. BEARINGS SHOWN HEREON REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF 127th STREET WEST (ALSO KNOWN AS BAY DRIVE BY PLAT AND BAYVIEW DRIVE BY DEED) (ALSO BEING THE EASTERLY BOUNDARY OF PARCEL 5) BEING N17°42'54"W AS PER DEED DESCRIPTION. 3. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS OTHER THAN THOSE SHOWN, IF ANY, NOT LOCATED FOR PURPOSES OF THIS SURVEY. 4. THE SUBJECT LAND LIES IN ZONES "VE" AND "AE" OF THE FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12081C00277E (EFFECTIVE DATE 3/17/2014). FLOOD ZONE LIMITS ARE DEPICTED BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY FROM SAID MAP. SUBJECT TO VERIFICATION. 5. THIS "SKETCH OF DESCRIPTION" WAS BASED ON A PREVIOUS "BOUNDARY SURVEY" PREPARED FOR VANDYKE SARASOTA MANAGEMENT COMPANY, INC., JOB NO. C9105; DATED 9-11-14. 6. THIS SKETCH OF DESCRIPTION IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN. 7. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD. 8. THE UPLANDS DESCRIPTION (PARCELS 1 THROUGH 5) WAS TAKEN FROM THE "BOUNDARY SURVEY" AS REFERENCED IN NOTE #4. DESCRIPTIONS WITHIN PARCELS 6 AND 7 (SUBMERGED LAND LEASE DESCRIPTIONS) ARE BASED ON PRIOR RECORDINGS OF SAID LEASES AS NOTED HEREON BUT HAVE BEEN MODIFIED AS REQUESTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO COMPLY WITH EXISTING STANDARDS. (NOTES CONTINUED ON SHEET 2 OF 23 SHEETS)																	
JOB NO.C9105.....		SCALE:NONE..... FILE INDEX NO.															

DWG. FILE: C9105-SSLL-8X11-SHEETS 1-8.DWG TIM/GHM COGO FILE: C9105 GHM REV: NOTES & SHEET INDEX 6-12-19 GHM

-----□□□CEN□□□Loss No. rno □ IN□□□ 11 C. 620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640 LEO MILLS - PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANATEE CHAPTER SURVEYING AND MAPPING SOCIETY	
SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 2 OF 23)	
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.	DATE: 11/14/18
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA	
<u>NOTES CONTINUED:</u> 9. THE SUBJECT LAND AS SURVEYED CONTAINS 265,779 SQUARE FEET OR 6.10 ACRES, MORE OR LESS. (SEE ACREAGE TABLE ON SHEET 3 OF 22 SHEETS) 10. ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988 AND ARE UNDERLINED. 11. THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN HEREON WAS NOT CERTIFIED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PURPOSES OF THIS SURVEY. 12. THIS SKETCH OF DESCRIPTION CONSISTS OF 23 SHEETS. EACH SHEET IS INTENDED TO BE USED IN CONJUNCTION WITH THE OTHER SHEETS. THIS SURVEY IS NOT COMPLETE WITHOUT ALL 23 SHEETS. 13. MONUMENTATION FOR THE BOUNDARY CORNERS IN CERTAIN AREAS IS IDENTIFIED BY DEED CALLS AS ALONG FACE OF EXISTING SEAWALLS. NO OTHER MONUMENTATION WAS SET AT THESE POINTS. 14. APPLICANTS PARCEL HAS 1,287 FEET OF SHORELINE ALONG SARASOTA BAY. 15. 1983 NAO GEOGRAPHIC COORDINATES FOR THIS SITE ARE 27°28'14.32 N - 82°41'22.48 W LOCATED IN THE CENTERLINE OF 127TH STREET WEST DIRECTLY IN FRONT OF THE MAIN STRUCTURE (RESTAURANT). 16. BASED ON THE POSITION OF THE EXISTING LEASES, THE POSITION OF THE MODIFICATIONS AND THE LACK OF ACTIVITY OUTSIDE OF LEASE BOUNDARIES, RIPARIAN RIGHTS WERE NOT ADDRESSED. 17. STATE PLANE COORDINATES (NAD83-FLORIDA WEST) AS SHOWN HEREON (SEE PAGE 21 OF 23 SHEETS) FOR THE POINT OF COMMENCEMENT AND THE POINT OF BEGINNING OF PARCELS 6 AND 7 OF THE EXISTING SOVEREIGNTY SUBMERGED LAND LEASE AREA ARE BASED ON SCALED LOCATION.	
JOB NO.....carno..... SCALE:1"=191'1"..... FILE INDEX NO.....	



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS - PSM 1735 (RETIRED)
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 3 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

ACREAGE TABLE

PARCELS 1, 2 & 3 (NE'LY OF R/W)	157,993± SQUARE FEET	3.63± ACRES
PARCEL 1 (SW'LY OF R/W TO APPROX. M.H.W.L.)	48,088± SQUARE FEET	1.10± ACRES
PARCEL 4 (TO APPROX. M.H.W.L.)	37,877± SQUARE FEET	0.87± ACRES
PARCEL 5 (TO APPROX. M.H.W.L.)	21,821± SQUARE FEET	0.50± ACRES
TOTAL	265,808± SQUARE FEET	6.10± ACRES

PARCEL #	PIN	ADDRESS
PARCEL 1	76217.0000/9	4110 127th STREET WEST
PARCEL 2	76023.1035/6	4306 126th STREET WEST
PARCEL 3	76023.1055/4	4300 126th STREET WEST
PARCEL 4	76080.0015/9	4319 127th STREET WEST
PARCEL 5	76185.0005/7	4316 127th STREET WEST

DESCRIPTION OF UPLAND PARCELS:

PARCEL 1: (#76217.0000/9)

LOTS 1, 2, 3, 4, 5, BLOCK 6, OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

ALSO ALL OF THE LAND AND FORESHORE LYING BETWEEN THE EXTENDED CENTERLINES OF SECOND STREET AND THIRD STREET, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SITUATED BETWEEN THE SOUTHWESTERLY BOUNDARY OF BLOCK 6 EXTENDED, SAID AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ AND THE WATERS OF SARASOTA BAY.

LESS AND EXCEPT THAT TRACT OF LAND DEEDED TO MANATEE COUNTY BY DEED DATED MARCH 2, 1965, RECORDED IN OFFICIAL RECORD BOOK 250, PAGE 615, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH A PARCEL OF FILLED, FORMERLY SOVEREIGNTY, LAND IN SECTION 3 TOWNSHIP 35 SOUTH, RANGE 16 EAST, SARASOTA BAY, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.13 FEET; THENCE N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECOND AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECOND AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 1410.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING SEAWALL, FOR THE POINT OF BEGINNING, SAID POINT ALSO BEING THE FORMER HIGH WATER LINE, MORE OR LESS, AS SHOWN ON SAID AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ; THENCE SOUTHWESTERLY, ALONG SAID SEAWALL FACE, 42.5 FEET; THENCE SOUTHEASTERLY, ALONG SAID SEAWALL FACE, 314.4 FEET; THENCE SOUTHWESTERLY, ALONG SAID SEAWALL FACE, 150.7 FEET; THENCE SOUTHEASTERLY, ALONG SAID SEAWALL FACE, 90.5 FEET; THENCE NORTHEASTERLY, ALONG SAID SEAWALL FACE, 151.8 FEET; THENCE SOUTHEASTERLY, ALONG SAID SEAWALL FACE, 67.3 FEET; THENCE NORTHEASTERLY, ALONG SAID SEAWALL FACE, 50.0 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE SAID FORMER HIGH WATER LINE; THENCE NORTHWESTERLY, ALONG THE SINUOSITIES OF SAID FORMER HIGH WATER LINE, 480.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

JOB NO.C9105.....

SCALE:NONE..... FILE INDEX NO.

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS - PSM 1735 (RETIRED)
LEO MILLS, JR. • PSM 3513
MEMBER: FLORIDA SURVEYING -
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

Inc.

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 4 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION OF UPLAND PARCELS:

PARCEL 2: (#76023.1035/6)

LOT 6 AND THE SOUTH 60 FEET OF LOT 7, BLOCK 6, OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 3: (#76023.1055/4)

LOT 9, LESS THE NORTH 10 FEET; LOT 7, LESS THE SOUTH 60 FEET AND ALL OF LOT 8, BLOCK 6 AND THE SOUTH HALF OF THAT CERTAIN VACATED ALLEY LYING BETWEEN LOT 8, BLOCK 6 AND LOT 7, BLOCK 7, OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ. AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 4: (#76080.0015/9)

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE S01°02'15"W, ALONG THE EAST LINE OF SAID SECTION 3, 219.60 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 684 (CORTEZ ROAD); THENCE N64°08'15"W, ALONG SAID CENTERLINE, AND THE TANGENT OF A CURVE TO THE LEFT, 546.92 FEET TO THE POINT OF INTERSECTION OF SAID CURVE; THENCE N88°33'15"W, ALONG THE TANGENT OF SAID CURVE AND SAID CENTERLINE, 1818.24 FEET TO THE DEPARTMENT OF TRANSPORTATION P.T. STATION 42+15.62, (SECTION 1304-201); THENCE CONTINUE N88°33'15"W, ALONG THE CENTERLINE OF SAID STATE ROAD NO. 684 (CORTEZ ROAD) (DEPARTMENT OF TRANSPORTATION SECTION 1304-175), AND THE TANGENT OF A CURVE TO THE LEFT, 178.28 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF BAYVIEW DRIVE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 701, PAGE 902 AND 903, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N17°42'54"W, ALONG EASTERLY RIGHT-OF-WAY AND SAID SOUTHERLY EXTENSION 104.13 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF LOT "A", BLOCK 87 OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A **POINT OF BEGINNING**; THENCE CONTINUE N17°42'54"W, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID BAYVIEW DRIVE, 212.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 369.53 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'30", 93.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N32°16'24"W, ALONG SAID EASTERLY RIGHT-OF-WAY 9.40 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF A CONCRETE SEAWALL; THENCE S89°31'31"E, ALONG THE OUTSIDE EDGE OF SAID SEAWALL, 13.57 FEET; THENCE S37°11'54"E, ALONG THE OUTSIDE EDGE OF SAID SEAWALL AND THE SOUTHEASTERLY EXTENSION THEREOF, 20.57 FEET, TO THE INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE OUTSIDE EDGE OF ANOTHER CONCRETE SEAWALL; THENCE N57°54'49"E, ALONG THE OUTSIDE EDGE OF SAID SEAWALL, AND SAID SOUTHWESTERLY EXTENSION, 102.76 FEET; THENCE S35°14'40"E, 85.46 FEET; THENCE S19°54'31"E, 48.78 FEET; THENCE S07°08'11"E, 224.10 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT "A"; THENCE N88°33'15"W, ALONG SAID SOUTH LINE, 96.82 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

JOB NO.....101Q;.....

SCALE:<?/?..... FILE INDEX NO.....

LEO MILLS- PSM 1735 (RETIRED)
LEO MILLS, JR. - PSM 3513
MEMBER: ~~ASDA 3886~~
AND MAPPING SOCIETY &
MANATEE CHAPTER SURVEYING
AND MAPPING SOCIETY

-----CEN-----N-----SS N 613 -----N:-----I:ING **Inc.**

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 5 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION OF UPLAND PARCELS:

PARCEL 5: (#76185.0005/7)

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE S01°02'15"W, ALONG THE EAST LINE OF SAID SECTION 3, 219.60 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 684 (CORTEZ ROAD); THENCE N64°08'15"W, ALONG SAID CENTERLINE, AND THE TANGENT OF A CURVE TO THE LEFT, 546.92 FEET TO THE POINT OF INTERSECTION OF SAID CURVE; THENCE N88°33'15"W, ALONG THE TANGENT OF SAID CURVE AND SAID CENTERLINE, 1818.24 FEET TO THE DEPARTMENT OF TRANSPORTATION P.T. STATION 42+15.62, (SECTION 1304-201); THENCE CONTINUE N88°33'15"W, ALONG THE CENTERLINE OF SAID STATE ROAD NO. 684 (CORTEZ ROAD) (DEPARTMENT OF TRANSPORTATION SECTION 1304-175), AND THE TANGENT OF A CURVE TO THE LEFT, 231.21 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF BAYVIEW DRIVE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 701, PAGE 902 AND 903, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N1T42°54"W, ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID SOUTHERLY EXTENSION THEREOF, 104.13 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT "A", BLOCK 87 OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR A **POINT OF BEGINNING**; THENCE CONTINUE N1T42°54"W, ALONG THE WESTERLY RIGHT-OF-WAY OF SAID BAYVIEW DRIVE, 195.15 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 319.53 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'30", 81.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N32°16'24"W, ALONG SAID WESTERLY RIGHT-OF-WAY 6.70 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF A CONCRETE SEAWALL; THENCE S46°26'39"W, ALONG THE OUTSIDE EDGE OF SAID SEAWALL, 35.51 FEET; THENCE S22°08'55"E, ALONG SAID SEAWALL, 72.86 FEET; THENCE S66°17'22"W, ALONG SAID SEAWALL, 76.23 FEET; THENCE N22°02'46"W, ALONG SAID SEAWALL, 60.02 FEET; THENCE N78°37'50"W, ALONG SAID SEAWALL, 4.94 FEET; THENCE S55°06'50"W, ALONG SAID SEAWALL, 28.64 FEET; THENCE S15°35'54"E, ALONG SAID SEAWALL, 124.35 FEET; THENCE N82°57'52"E, ALONG SAID SEAWALL, 125.12 FEET; THENCE S10°04'47"E, ALONG SAID SEAWALL, 78.56 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT "A"; THENCE S88°33'15"E, ALONG SAID WESTERLY EXTENSION, 44.85 FEET TO POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

JOB NO.....CS.1Q.....

SCALE:r-J.9"/1L..... FILE INDEX NO.....

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620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS - PSM 1735 (RETIRED)
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING -
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING-
AND MAPPING SOCIETY

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 6 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION OF EXISTING SOVEREIGNTY SUBMERGED LAND LEASE AREAS

PARCEL 6: SEE NOTE #77

(THE SARABAY MARINE LEASE - PIN 7621800009)

LESSEE'S INTEREST IN THAT CERTAIN SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, AS LESSOR, AND SARABAY MARINE, INCORPORATED, AS LESSEE, RECORDED IN OFFICIAL RECORDS BOOK 1266, PAGE 3237, AS AFFECTED BY SUBMERGED LAND LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 1460, PAGE 2665, OFFICIAL RECORDS BOOK 1646, PAGE 2514 AND OFFICIAL RECORDS BOOK 2342, PAGE 741, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, DEMISING THE FOLLOWING DESCRIBED LANDS:

SUBMERGED LAND LEASE DESCRIPTION:

ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED AREA:

A PARCEL OF SUBMERGED LAND LYING WITHIN SARASOTA BAY IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.15 FEET; THENCE N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECOND AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECOND AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 869.12 FEET (1,410.00 FEET, MORE OR LESS, BY PRIOR DEED) TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE S61°15'00"W, ALONG THE OUTSIDE FACE OF SAID SEAWALL, 42.50 FEET, TO THE INTERSECTION WITH THE OUTSIDE EDGE OF AN OLD EXISTING WOODEN DOCK; THENCE S52°41'00"W, INTO SARASOTA BAY, ALONG THE OUTSIDE EDGE OF SAID WOODEN DOCK, 155.90 FEET TO THE NORTHWEST CORNER OF SAID OLD WOODEN DOCK, FOR A POINT OF BEGINNING: THENCE S57°14'30"W, PERPENDICULAR TO, MORE OR LESS, THE EXISTING SHORELINE, 120.00 FEET; THENCE S32°45'30"E, PARALLEL TO, MORE OR LESS, SAID SHORELINE, 481.50 FEET; THENCE N57°14'30"E, PERPENDICULAR TO, MORE OR LESS, SAID SHORELINE, 126.95 FEET TO THE INTERSECTION WITH THE SOUTHWEST CORNER OF AN EXISTING WOODEN DOCK; THENCE N51°15'00"E, ALONG THE OUTSIDE SOUTHERLY EDGE OF SAID WOODEN DOCK, 18.00 FEET; THENCE N47°43'35"W, 85.20 FEET TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL, SAID OUTSIDE FACE BEING THE MEAN HIGH WATER LINE OF SAID SARASOTA BAY; THENCE N31°32'00"W, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 90.50 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK; THENCE N55°04'22"W, ALONG THE OUTSIDE EDGE OF SAID WOODEN DOCK, 12.60 FEET; THENCE N32°45'30"W, ALONG THE OUTSIDE EDGE OF SAID WOODEN DOCK, 295.17 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 59,324 SQUARE FEET, MORE OR LESS.

JOB NO.....□□!IQ?.....

SCALE:□.9'!L.... FILE INDEX NO.....

LEO MILLS - PSM 1735 (RETIRED)

 LEO MILLS, JR. - PSM 3512	
MEMBER: FLORIDA SURVEYING & MAPPING SOCIETY & FLORIDA CHAPTER SURVEYING	
670 RUS AVENUE WEST, PALMISTO, FL 34221 AND JEFFERSON HIGHWAY, PALMISTO, FL 34221 TEL: (813) 233-3460 FAX: (813) 233-0640	
SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 7 OF 23)	
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.	DATE: 11/14/18
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA	
DESCRIPTION OF EXISTING SOVEREIGNTY SUBMERGED LAND LEASE AREAS:	
SUBMERGED LAND LEASE DESCRIPTION (GRANDFATHER AREA #1)	
ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED AREA: A PARCEL OF SUBMERGED LAND LYING WITHIN SARASOTA BAY IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.15 FEET; THENCE N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECTION AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECTION AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 869.12 FEET (1,410.00 FEET, MORE OR LESS, BY PRIOR DEED) TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE S61°15'00"W, ALONG THE OUTSIDE FACE OF SAID SEAWALL, 42.50 FEET, TO THE INTERSECTION WITH THE OUTSIDE EDGE OF AN OLD EXISTING WOODEN DOCK FOR A POINT OF BEGINNING; THENCE S52°41'00"W, INTO SARASOTA BAY, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK AND SOUTHWESTERLY EXTENSION THEREOF, 155.90 FEET TO THE NORTHWEST CORNER OF THE WESTERNMOST EXISTING OLD WOODEN DOCK; THENCE S32°45'30"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 295.17 FEET; THENCE S55°04'22"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 12.60 FEET TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL, SAID OUTSIDE FACE BEING THE MEAN HIGH WATER LINE OF SARASOTA BAY; THENCE N55°24'30"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 150.70 FEET; THENCE N32°45'30"W, ALONG SAID SEAWALL FACE, 314.40 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, CONTAINING 48,255 SQUARE FEET, MORE OR LESS.	
SUBMERGED LAND LEASE DESCRIPTION (GRANDFATHER AREA (12))	
ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED AREA: A PARCEL OF SUBMERGED LAND LYING WITHIN SARASOTA BAY IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.15 FEET; THENCE	

N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECOND AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECOND AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 869.12 FEET (1410.00 FEET, MORE OR LESS, BY PRIOR DEED) TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE S61°15'00"W, ALONG THE OUTSIDE FACE OF SAID SEAWALL, 42.50 FEET, TO THE INTERSECTION WITH THE OUTSIDE EDGE OF AN OLD EXISTING WOODEN DOCK; THENCE S52°41'00"W, INTO SARASOTA BAY, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, AND SOUTHWESTERLY EXTENSION THEREOF, 155.90 FEET TO THE NORTHWEST CORNER OF THE WESTERNMOST EXISTING OLD WOODEN DOCK; THENCE S32°45'30"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 295.17 FEET; THENCE S55°04'22"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 12.60 FEET TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL, SAID OUTSIDE FACE BEING THE MEAN HIGH WATER LINE OF SAID SARASOTA BAY; THENCE S31°32'00"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 90.50 FEET FOR POINT OF BEGINNING; THENCE N57°46'00"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 151.80 FEET; THENCE S32°45'30"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 67.30 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF THE SOUTHERNMOST EXISTING OLD WOODEN DOCK; THENCE S51°15'00"W, ALONG SAID OLD WOODEN DOCK EDGE, 130.50 FEET; THENCE N47°43'35"W, 85.20 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 10,599 SQUARE FEET, MORE OR LESS.

JOB NO. mo.

SCALE: Q/'lf: FILE INDEX NO.

DWG. FILE: C9105-SSLL-8X11-SHEETS 1-8.DWG
DESCRIPTION 6-12-19 GHM

TIM/GHM COGO FILE: C9105 GHM REV:



Leo Mills & Associates, Inc.

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MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

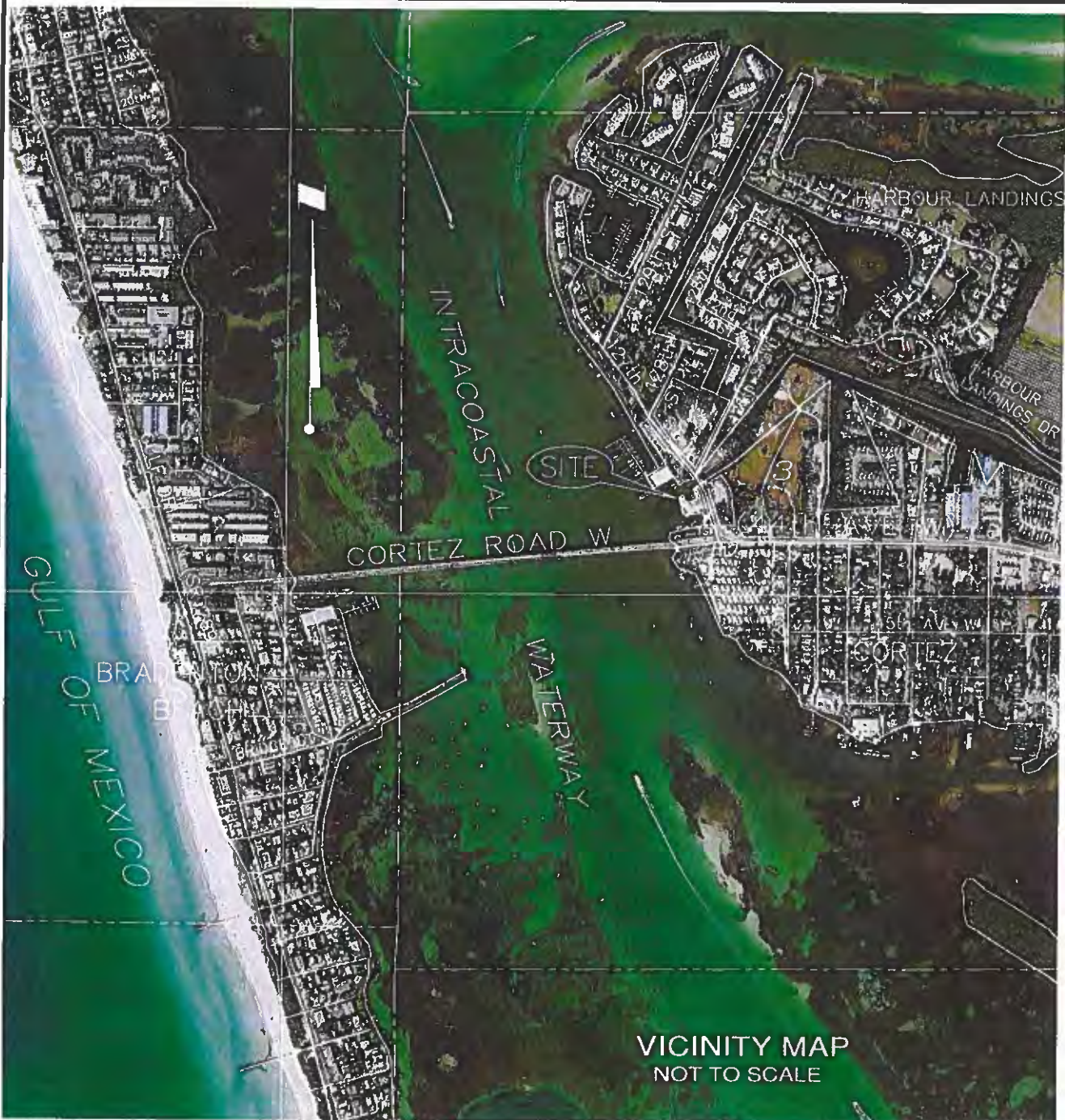
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 9 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO.C9105.....

SCALE:NONE..... FILE INDEX NO.

Lecc..

Inc.

620 8th AVENUE WEST, PALMETTO, FL 34221
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LEO MILLS, JR. - PSM 3513

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AND MAPPING SOCIETY

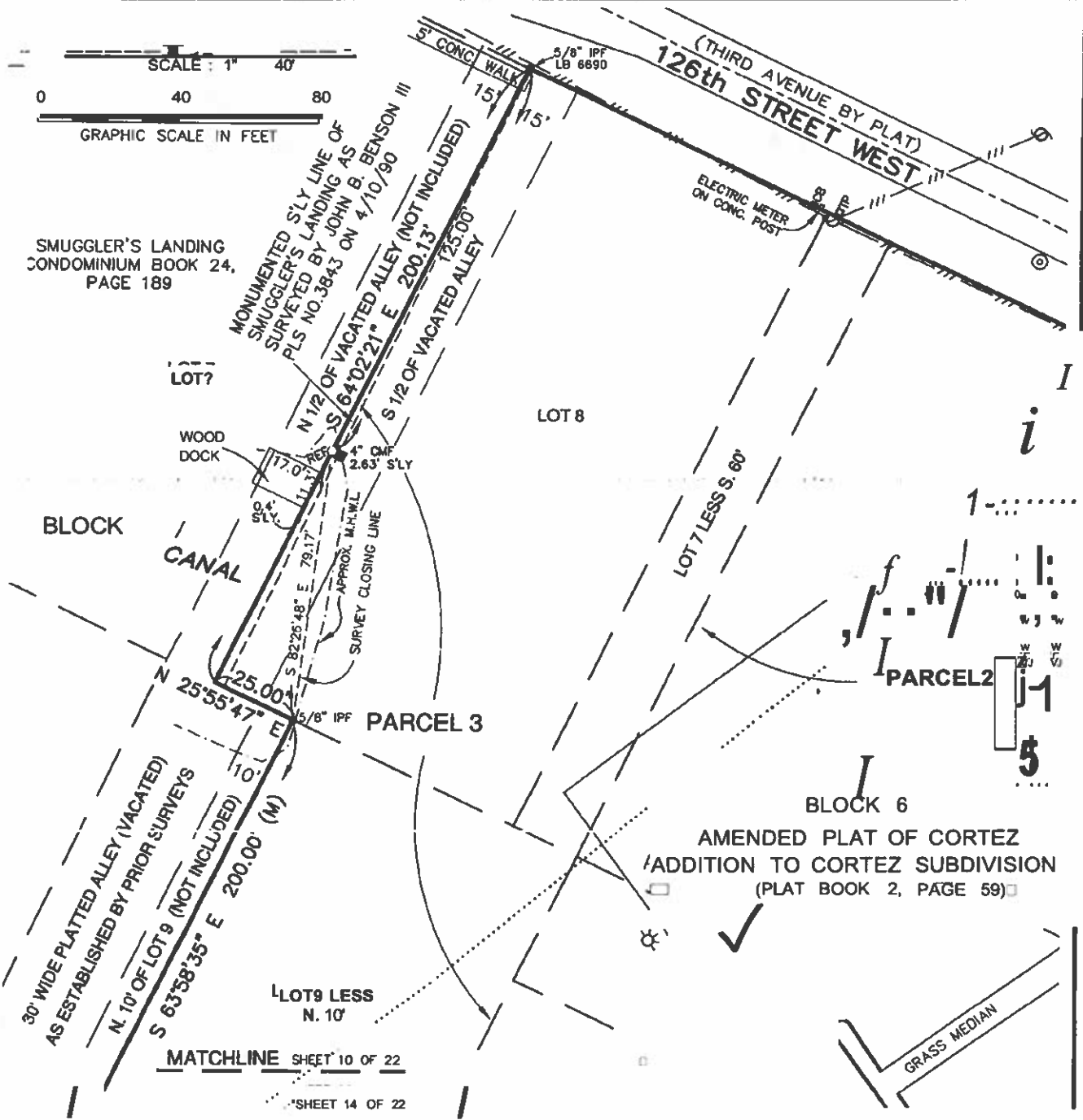
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 10 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO.....C11Q5.....

SCALE: ..(..)'..W.... FILE INDEX NO.....

CENS !!..;. "Inc.

LEONILLO PEREZ (TIRED)

MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

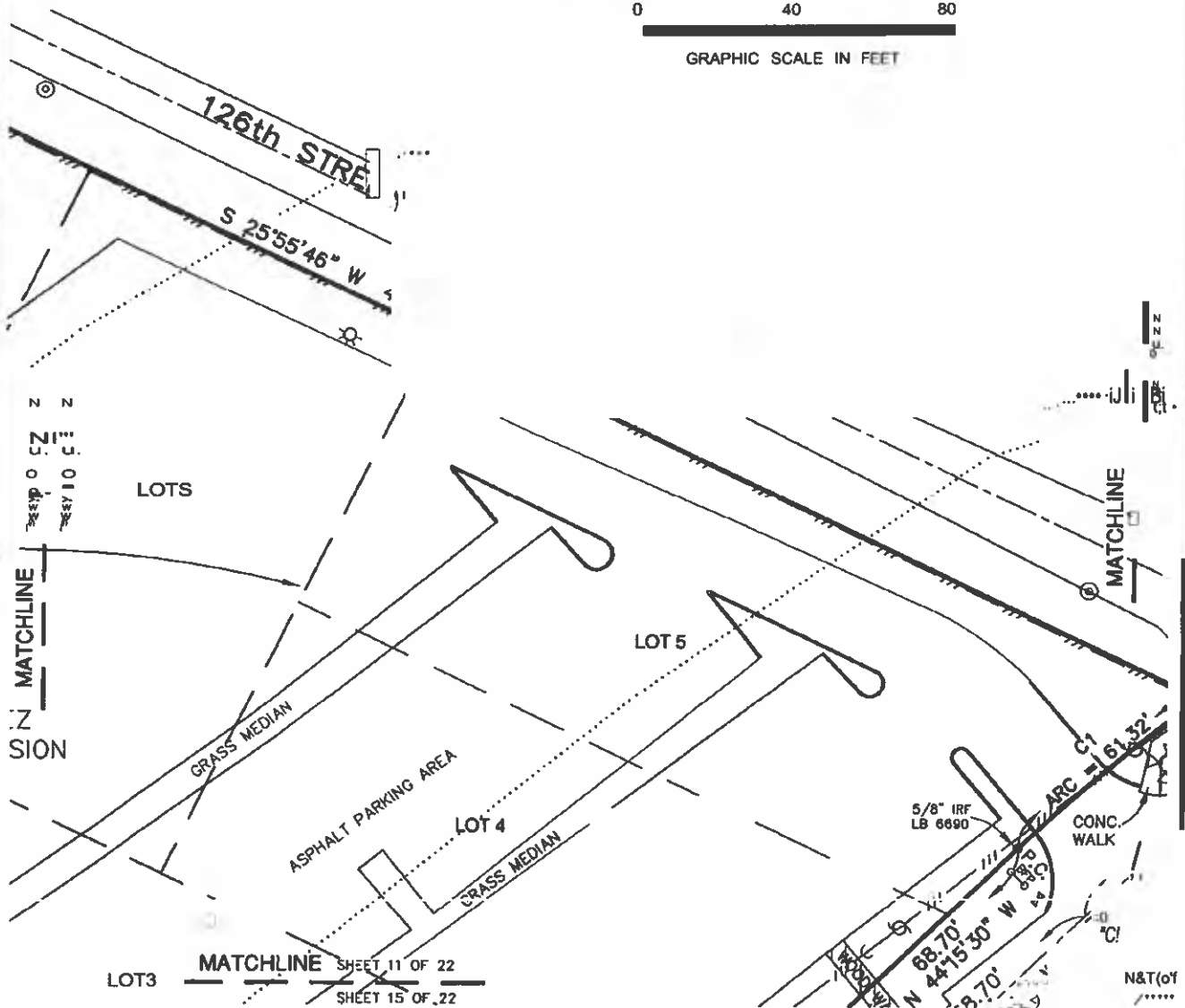
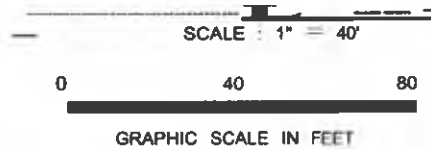
620 8th AVENUE WEST, PALMETTO, FL 34221
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SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 11 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

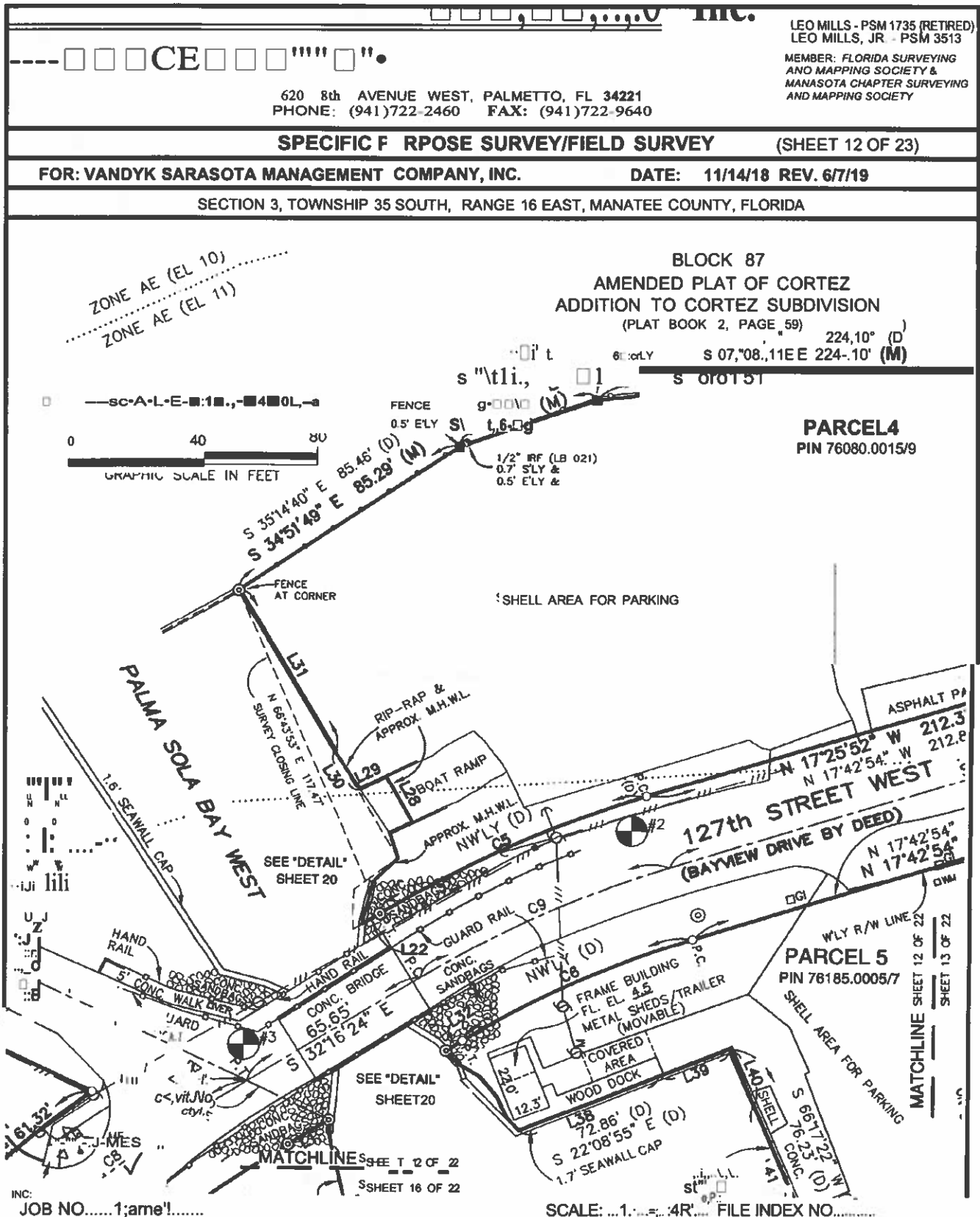
DATE: 11/14/18 REV. 6/7/19

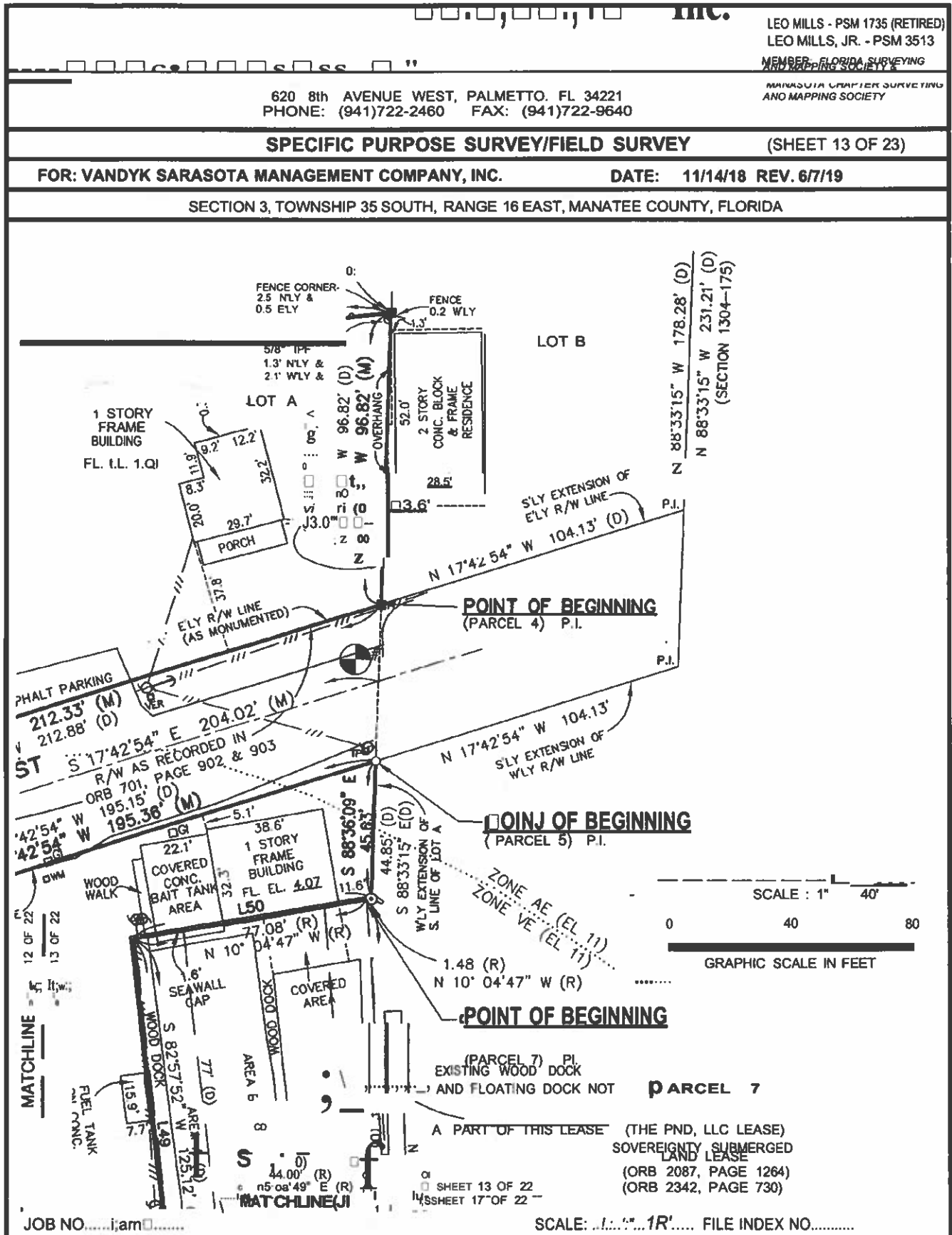
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO.....Ca1Q5.....

SCALE: 1" = 40' FILE INDEX NO.....







Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
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AND MAPPING SOCIETY

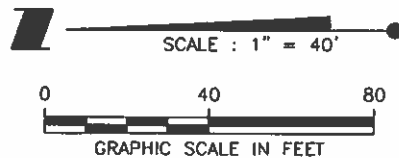
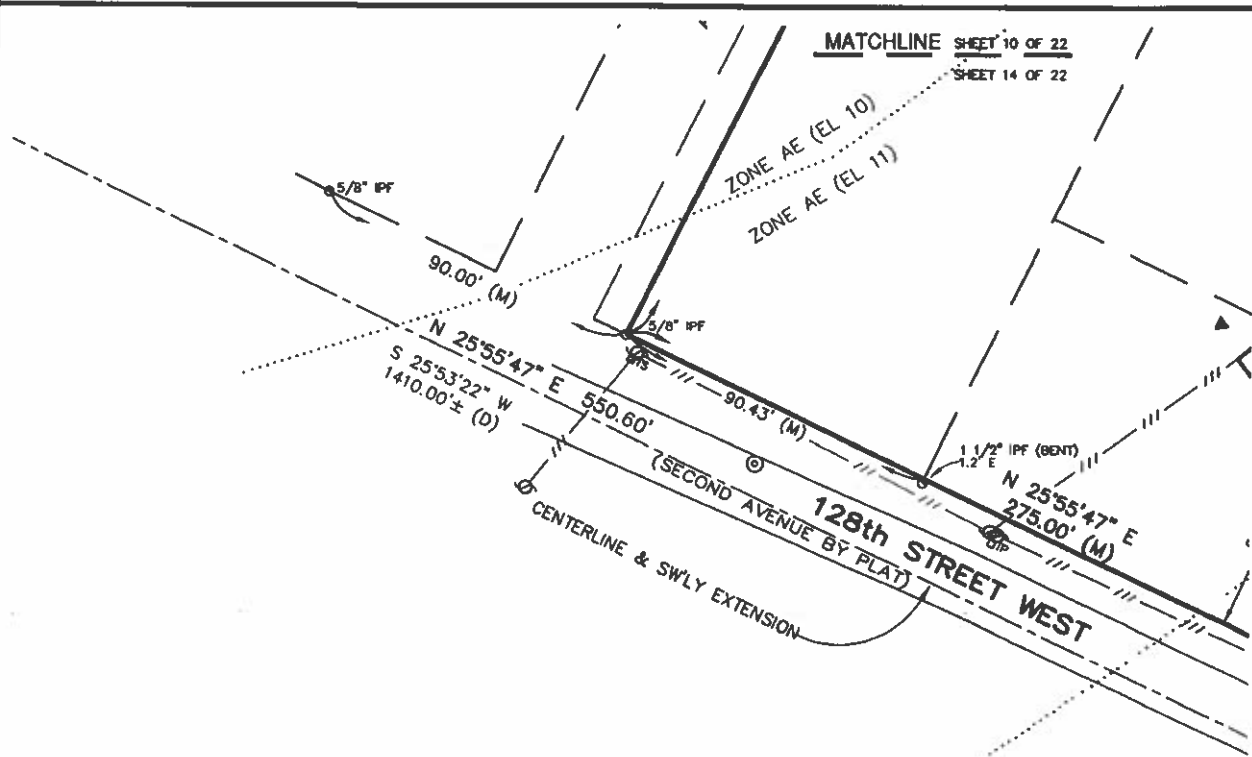
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 14 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



MATCHLINE SHEET 14 OF 22
SHEET 15 OF 22

JOB NO.C9105.....

SCALE: 1" = 40'..... FILE INDEX NO.





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MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 18 OF 23)

DATE: 11/14/18 REV. 6n/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



GRAPHIC SCALE IN FEET

SCALE: *f* 1' : 1" = 1R' FILE INDEX NO. _____

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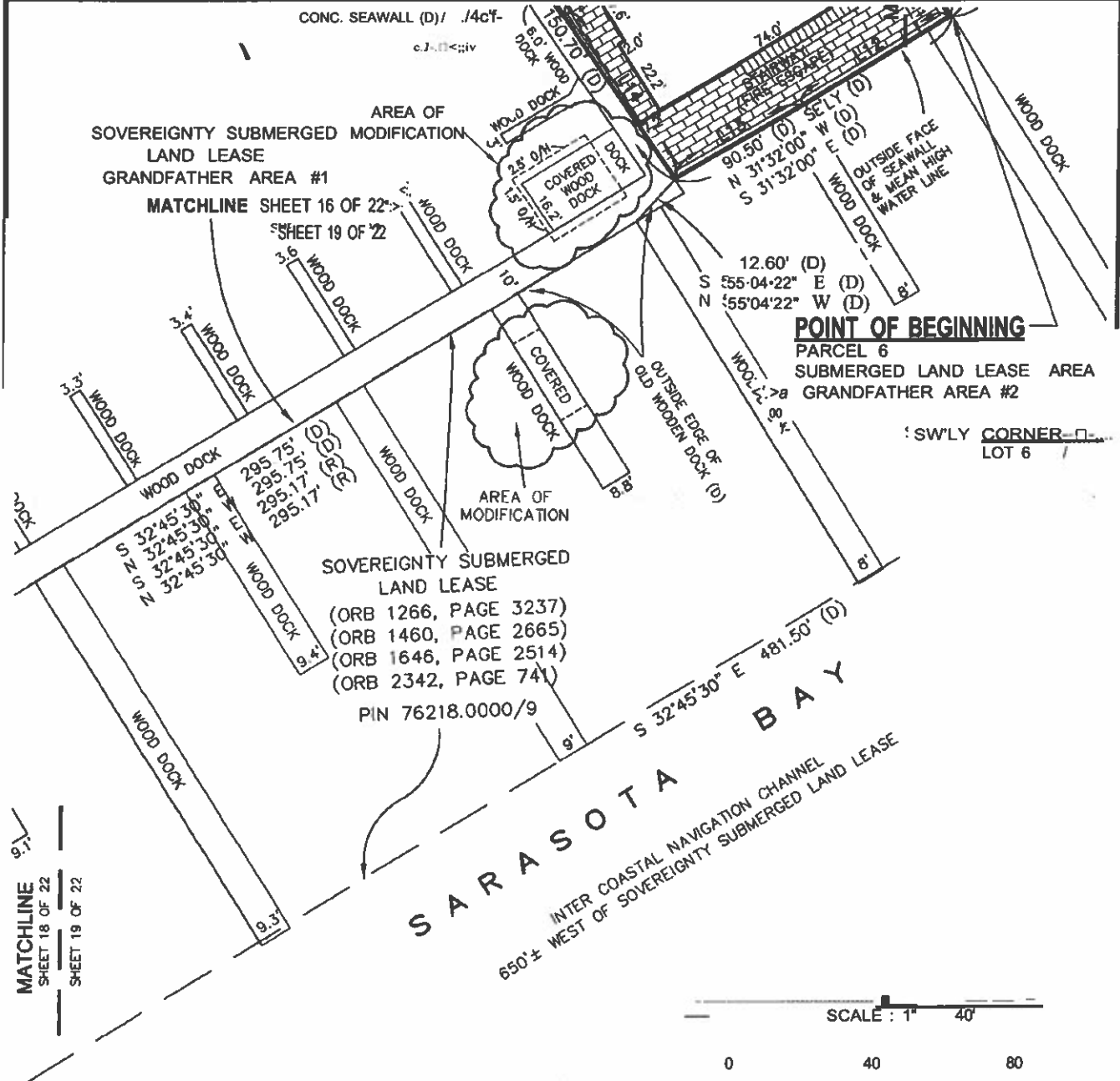
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 19 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA





Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 : SURVEYING : LAND PLANNING

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LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

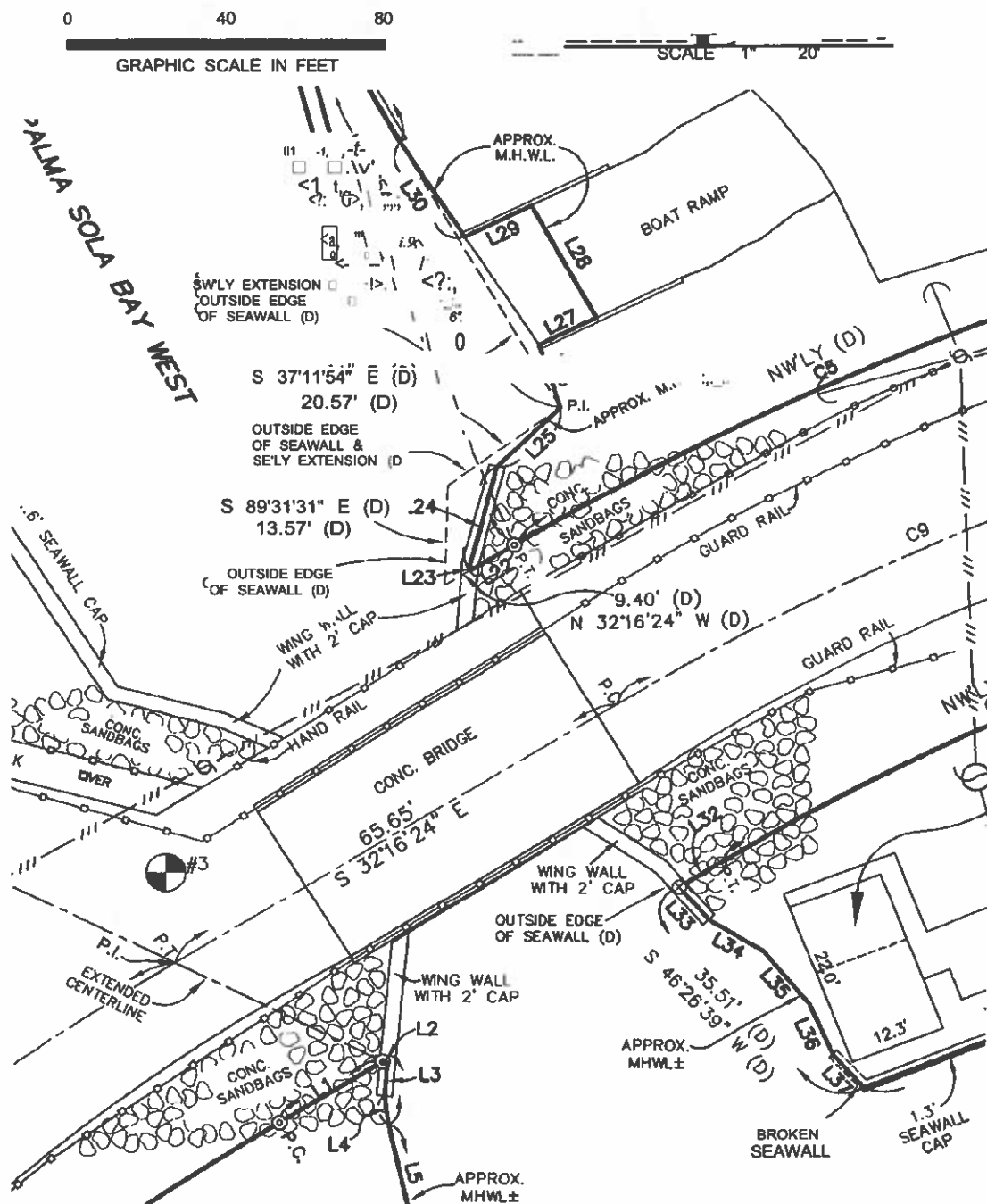
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 20 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO.....GI-101.....

SCALE: X FILE INDEX NO.....



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 819 • SURVEYING • LAND PLANNING

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 LEO MILLS, JR. - PSM 3513
 MEMBER: FLORIDA SURVEYING
 AND MAPPING SOCIETY &
 MANASOTA CHAPTER SURVEYING
 AND MAPPING SOCIETY

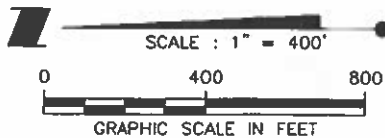
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 21 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

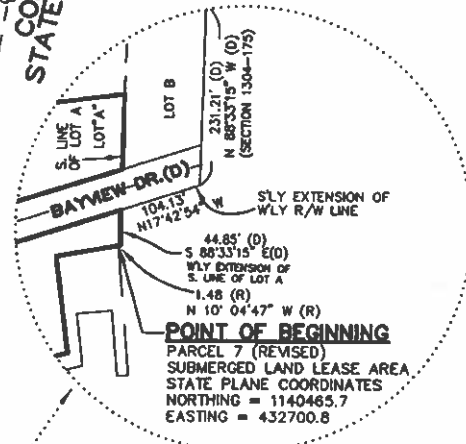


POINT OF COMMENCEMENT

SE CORNER OF NE1/4
 SECTION 3-35S-16E
 STATE PLANE COORDINATES
 NORTHING = 1140293.2
 EASTING = 435322.5

DETAIL
 SCALE: 1" = 200'

CORTEZ ROAD -
 STATE ROAD NO. 684



POINT OF BEGINNING
 PARCEL 7 (REVISED)
 SUBMERGED LAND LEASE AREA
 STATE PLANE COORDINATES
 NORTHING = 1140465.7
 EASTING = 432700.8

POINT OF BEGINNING
 PARCEL 7 (REVISED)
 SUBMERGED LAND LEASE AREA
 STATE PLANE COORDINATES
 NORTHING = 1140465.7
 EASTING = 432700.8

(THE PND, LLC)
 SOVEREIGNTY SUBMERGED
 LAND LEASE
 (ORB 2087, PAGE 1264)
 (ORB 2342, PAGE 730)
 10,303 SQUARE FEET (D)
 10,681 SQUARE FEET (R)

SOVEREIGNTY SUBMERGED
 LAND LEASE
 GRANDFATHER AREA #2
 10,598 SQUARE FEET (R)
 SOVEREIGNTY SUBMERGED
 LAND LEASE
 (ORB 1266, PAGE 3237)
 (ORB 1460, PAGE 2665)
 (ORB 1646, PAGE 2514)
 (ORB 2342, PAGE 741)
 59,324 SQUARE FEET (R)

SOVEREIGNTY SUBMERGED
 LAND LEASE
 (GRANDFATHER AREA #1)
 48,235 SQUARE FEET (R)

POINT OF BEGINNING
 PARCEL 6
 SUBMERGED LAND LEASE AREA
 STATE PLANE COORDINATES
 NORTHING = 1141037.1
 EASTING = 432147.9

1410.00' ± (D)
 S 25°33'22" W (D)
 869.72' (C)
 42.50' (D)
 S 81°15'00" W (D)
 SWLY (D)
 155.90' (D)
 S 52°41'00" W (D)

128th STREET WEST
 THIRD AVENUE (D)
 127th STREET WEST
 126th STREET WEST
 125th STREET WEST
 124th STREET WEST
 123rd STREET WEST
 122nd STREET WEST
 121st STREET WEST
 120th STREET WEST
 119th STREET WEST
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LeCEN Inc.

620 8th AVENUE WEST, PALMETTO, FL 34221
 PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS, RSM 1735
 LEO MILLS, JR. - F.S.M. 3513
 MEMBER: FLORIDA SURVEYING -
 AND MAPPING SOCIETY &
 MANASOTA CHAPTER SURVEYING-
 AND MAPPING SOCIETY

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 22 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV.6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	502.47'	61.32'	61.28'	N 40°45'43" W	06°59'33"
C2	929.30'	186.52'	186.21'	N 38°30'30" W	11°30'00"
C3	979.30'	196.56'	196.23'	S 38°30'30" E	11°30'00"
C4	452.47'	94.65'	94.47'	S 38°15'57" E	11°59'06"
C5	369.53'	93.89'	93.64'	N 24°59'39" W	14°33'30"
C6	319.53'	81.19'	80.97'	N 24°59'39" W	14°33'30"
C7	954.30'	191.54'	191.22'	S 38°30'30" E	11°30'00"
C8	477.47'	99.88'	99.70'	S 38°15'56" E	11°59'08"
C9	344.53'	87.54'	87.31'	S 24°59'39" E	14°33'30"

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 32°16'24" E	15.50'	L28	N 60°43'32" E	17.21'
L2	S 25°55'45" W	1.79'	L29	N 27°01'43" W	9.31'
L3	N 85°07'30" W	4.00'	L30	N 56°41'05" E	15.08'
L4	S 81°18'37" W	3.95'	L31	N 59°48'58" E	62.44'
L5	S 76°43'12" W	29.86'	L32	N 32°16'24" W(M)	6.11' M
L6	S 77°39'51" W	29.22'		N 32°16'24" W(D)	6.70' D
L7	S 50°59'33" W	14.53'	L33	S 48°49'46" W	5.79'
L8	S 32°15'20" E	1.12'	L34	S 30°31'46" W	8.10'
L9	S 50°51'33" W	22.86'	L35	S 50°04'23" W	9.10'
L10	N 32°17'52" W	67.87'	L36	S 65°42'17" W	7.33'
L11	S 58°00'40" W	152.34'	L37	S 47°17'39" W	6.03'
L12	N 32°06'05" W	48.41'	L38	S 22°21'04" E	48.14'
L13	N 30°51'44" W	40.95'	L39	S 22°11'38" E	24.66'
L14	N 55°33'13" E	56.24'	L40	S 67°48'38" W	20.44'
L15	N 55°33'13" E	95.05'	L41	S 66°45'03" W	35.91'
L16	N 32°45'21" W	95.93'	L42	S 64°20'17" W	20.62'
L17	N 32°23'49" W	36.40'	L43	N 19°58'54" W	26.17'
L18	N 32°34'58" W	181.82'	L44	N 23°16'40" W	33.98'
L19	N 58°09'29" E	22.08'	L45	N 77°48'14" W	4.59'
L20	N 65°47'55" E	21.50'	L46	S 55°17'26" W	27.99'
L21	N 25°39'07" E	14.93'	L47	S 15°44'43" E	68.14'
L22	N 32°16'24" W	6.53'	L48	S 14°51'58" E	55.34'
L23	S 86°06'19" E	0.85'	L49	N 83°04'25" E(M)	125.08' M
L24	S 76°25'01" E	13.60'		S 82°57'52" W(R)	125.12' D
L25	S 45°14'49" E	11.17'	L50	S 09°57'44" E(M)	80.57' M
L26	N 71°32'31" E	8.86'		S 10°04'47" E(D)	78.56' D
L27	S 26°52'48" E	8.06'			

JOB NO.....CIIHI.....

SCALE:1"=100'..... FILE INDEX NO.....

	Leo Mills & Associates, Inc.	LEO MILLS - PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY
LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING		
620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640		
SPECIFIC PURPOSE SURVEY/FIELD SURVEY		(SHEET 23 OF 23)
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.		DATE: 11/14/18 REV. 6/7/19
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA		
LEGEND		
○ = 1/2" IRON ROD SET - LB 613 ○ REF = 1/2" IRON ROD SET - REF LB 613 N&T⊙ = NAIL AND TAB SET- LB 613 ⊙ = TAB SET IN SEAWALL • = IRON ROD FOUND (IRF) AS NOTED • = IRON PIPE FOUND (IPF) AS NOTED ■ = 4" x 4" CONCRETE MONUMENT FOUND ⊗ = CROSS FOUND IN SEAWALL ⊙ = TAB FOUND IN SEAWALL REF = REFERENCE MONUMENT LB = LICENSED BUSINESS R/W = RIGHT-OF-WAY C# = INDICATES CURVE - SEE "CURVE DATA" (P) = PLAT (M) = MEASURED (D) = DEED (R) = REVISED (C) = CALCULATED P.I. = POINT OF INTERSECTION ⌒ = CENTERLINE APPROX. = APPROXIMATE ORB = OFFICIAL RECORD BOOK DB = DEED BOOK PIN = MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER —○— = FENCE —○— = GUARD RAIL/HAND RAIL — /// — = OVERHEAD UTILITY LINES ⊕ → = UTILITY POLE/WITH ANCHOR ⊕ M = METER POLE FL. EL. = FLOOR ELEVATION MES = MITERED END SECTION FPL TP = FLORIDA POWER & LIGHT COMPANY TRANSFORMER PAD BFP = BACK FLOW PREVENTOR GTE = GENERAL TELEPHONE & ELECTRIC APPROX. MHWL = APPROXIMATE MEAN HIGH WATER LINE (SEE NOTE #11) FDH = FIRE DEPARTMENT HOOKUP	(TYP) = TYPICAL ▲ = WELL ∅ = SEWER CLEANOUT ⊙ = MANHOLE ⊗ = WATER VALVE ⊗ = FIRE HYDRANT OLP = LIQUID PROPANE TANK ◻ WM = WATER METER ◻ GI = GRATE INLET ◻ VER = VERIZON PEDESTAL ◻ VV = VERIZON VAULT ◻ VB = VERIZON BOX ◻ TP = GTE PEDESTAL ◻ TS = GTE STANDARD ◻ CB = CABLE BOX ◻ EV = ELECTRIC VAULT ◻ = ASPHALT ◻ = CONC. = CONCRETE ◻ = SHELL ◻ = BRICK TILE ⊙ = BENCHMARKS: #1- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>3.43</u> FEET N.A.V.D. 1988 #2- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>6.63</u> FEET N.A.V.D. 1988 #3- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>10.39</u> FEET N.A.V.D. 1988 #4- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>2.96</u> FEET N.A.V.D. 1988 #5- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>3.11</u> FEET N.A.V.D. 1988 SOURCE BENCH MARK: TIDAL BENCH MARK K254 1965-DISK FOUND AT EAST END OF CORTEZ BRIDGE--20.5' SOUTH OF THE CENTERLINE OF CORTEZ ROAD IN THE EAST END OF THE EAST CONCRETE ABUTMENT OF THE BRIDGE - ELEVATION = <u>13.90</u> FEET N.A.V.D. 1988	
JOB NO.G9105.....		SCALE:NONE..... FILE INDEX NO.
DWG. FILE: C9105-SSLL-8X11-SHEETS 10-22.DWG TIM/GHM COGO FILE: C9105 GHM		



April 21, 2026 - Regular Meeting

Subject

Execution of Temporary Use Agreements (TUA) BOT No. 410337453 and BOT No. 410140533 to allow Manatee County to continue to use the sovereign lands and water column adjacent to the Cortez Marina located at 4334 127th St. W., Manatee County, Florida, Charlie Hunsicker, Natural Resources Director - District 3

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Charlie Hunsicker | Director - Natural Resources Department - ext. 6001 -
charlie.hunsicker@mymanatee.org

Sherri Swanson | E&MR Division Manager - ext. 8073 - sherri.swanson@mymanatee.org

Action Requested

~~Authorization for the Chairperson to execute the Temporary Use Agreements (TUA) BOT No. 410337453 and BOT No. 410140533 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County.~~

- Approval of the Temporary Use Agreements (TUA) BOT No. 410337453 and BOT No. 410140533 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County; and
- Authorizing the Chairperson, and Vice Chair in his absence, to execute same in substantially the form attached with only nonmaterial changes deemed acceptable by the County Attorney or her designee; and
- Authorizing, post-execution, insertion of the specific date(s) in paragraph 2 on page 1 of the agreements corresponding to the date(s) that are, respectively, one (1) year following full execution of same.

Enabling/Regulating Authority

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Applicable Advisory Board

N/A

See attached Agenda Update Memo 4.16.26

Background Discussion

Following Manatee County's purchase of the Cortez Marina, County staff have been coordinating efforts to transfer ownership of the two submerged land leases associated with the property. These leases encumber approximately 2.9 acres of state-owned submerged lands and are identified as BOT Nos. 410140533 and 410337453. At the time of purchase, the previous owner maintained the leases under a Temporary Use Agreement (TUA). The first step required by the Florida Department of Environmental Protection is the formal execution of two TUAs between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County, a political subdivision of the State of Florida. Once fully executed, Manatee County will have 60 days to submit a formal application to the Florida Division of State Lands for a sovereign submerged lands lease.

Attorney Review

Formal Written Review (Opinion memo must be attached) Hodges

Instructions to Board Records

Please have the Chairman partially execute the two TUAs - BOT Nos. 410140533 and 410337453 and forward the signed documents to sherri.swanson@mymanatee.org for submittal to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Distributed 4/24/26, RT

Cost and Funds Source Account Number and Name

NA for the TUAs; undetermined for the sovereign land lease

Amount and Frequency of Recurring Costs

NA for the TUAs; undetermined for the sovereign land leases



April 21, 2026 - Regular Meeting

Subject

Updates to Agenda - April 16, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 4/16/26) for the meeting of April 21, 2026:

CONSENT AGENDA

Public Safety

Item 24, Adoption of Budget Amendment Resolution B-26-062 and Approval to Purchase Rip Current Simulator, Chet Brown, Chief of Beach Patrol and Aquatic Safety – Countywide

- This agenda item was deleted from the Agenda.

Public Works

Item 26, Execution of Cooperative Funding Agreement No. 26CF004890 with Southwest Florida Water Management District (SWFWMD) for the Lake Manatee Watershed Management Plan Project Q421, Kenneth Kohn, Senior Project Engineer - District 1

- This agenda item was updated with a revised Cooperative Funding Agreement and additional language on the Cover Sheet under the Attorney Review Section.

Sports and Leisure Services

Item 28, Execution of Seven Agreements with The Friends Groups of Manatee County Library, Molly White, Director, Sports and Leisure Services - Countywide

- This agenda item was updated with revised Agreements (Memorandums of Understanding).

REGULAR

Natural Resources

Item 34, Execution of Temporary Use Agreements (TUA) BOT No. 410337453 and BOT No. 410140533 to allow Manatee County to continue to use the sovereign lands and water column adjacent to the Cortez Marina located at 4334 127th St. W., Manatee County, Florida, Charlie Hunsicker, Natural Resources Director - District 3

- This agenda item was updated with a revised Action Requested (in strikethrough and underline format), Request for Legal Services Email and Temporary Use Agreements BOT No. 410337453 and BOT No. 410140533.

Property Management

Item 35, Adoption of Resolution R-26-025, and Execution of Lease Agreement with Friends of the Pelicans, Inc., for the property located at the Palmetto Animal Shelter, 305 25th Street West, Palmetto, Florida 34221, Peter Morrow, Property Acquisition Division Manager - District 2

- This agenda item was updated with a revised Lease Agreement and a public comment.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



April 21, 2026 - Regular Meeting

Subject

Execution of Temporary Use Agreements (TUA) BOT No. 410337453 and BOT No. 410140533 to allow Manatee County to continue to use the sovereign lands and water column adjacent to the Cortez Marina located at 4334 127th St. W., Manatee County, Florida, Charlie Hunsicker, Natural Resources Director - District 3

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Charlie Hunsicker | Director - Natural Resources Department - ext. 6001 - charlie.hunsicker@mymanatee.org

Sherri Swanson | E&MR Division Manager - ext. 8073 - sherri.swanson@mymanatee.org

Action Requested

Authorization for the Chairperson to execute the Temporary Use Agreements (TUA) BOT No. 410337453 and BOT No. 410140533 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County.

Enabling/Regulating Authority

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Applicable Advisory Board

N/A

Background Discussion

Following Manatee County's purchase of the Cortez Marina, County staff have been coordinating efforts to transfer ownership of the two submerged land leases associated with the property. These leases encumber approximately 2.9 acres of state-owned submerged lands and are identified as BOT Nos. 410140533 and 410337453. At the time of purchase, the previous owner maintained the leases under a Temporary Use Agreement (TUA). The first step required by the Florida Department of Environmental Protection is the formal execution of two TUAs between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County, a political subdivision of the State of Florida. Once fully executed, Manatee County will have 60 days to submit a formal application to the Florida Division of State Lands for a sovereign submerged lands lease.

Attorney Review

Formal Written Review (Opinion memo must be attached) Hodges

Instructions to Board Records

Please have the Chairman partially execute the two TUAs - BOT Nos. 410140533 and 410337453 and forward the signed documents to sherri.swanson@mymanatee.org for submittal to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Cost and Funds Source Account Number and Name

NA for the TUAs; undetermined for the sovereign land lease

Amount and Frequency of Recurring Costs

NA for the TUAs; undetermined for the sovereign land leases

REVISED/REPLACED

TEMPORARY USE AGREEMENT
BOT No. 410140533

This Temporary Use Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 20 ____, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as the "Board") and Manatee County a political subdivision of the State of Florida" (hereinafter referred to as the "Applicant").

RECITALS:

- A. The Applicant desires to enter into this Agreement for the sovereign lands (hereinafter referred to as "lands") and water column adjacent to the Applicant's upland real property located at located at 4110 127th St W, Cortez Fl 34215, Manatee County, Florida.
- B. An existing docking structure on the lands adjacent to Applicant's upland real property has been determined to be on State Lands and requires a lease modification for continued use of the docking structures.
- C. Applicant desires to obtain the consent of the Board to maintain and use the structures located on these lands.
- D. The parties acknowledge that the application, approval and issuance of a sovereign lands lease may require a time period of several months.
- E. The Applicant desires to have the temporary use of the structures located on these lands during the processing and review of the Applicant's sovereign lands lease application.

1. The Applicant acknowledges and understands that the grant of this Agreement does not guarantee that the Board will grant the Applicant a lease or that the Department of Environmental Protection will recommend that a lease be granted.

2. The Applicant is hereby granted the temporary exclusive use of the structures located on these lands as depicted in Exhibit "A", consisting of approximately 118,179 square feet, waterward of Applicant's upland real property described above. This temporary exclusive use is for a term not to exceed one year from the date of execution of this Agreement through _____, or until the date of execution of a sovereign lands lease between the Board and the Applicant, whichever occurs first. The Applicant shall make no claim of title to or interest in the sovereign lands identified in Exhibit "A" solely by reason of occupancy or use thereof under this Agreement.

3. The existing structures can only be utilized as they were on the date of execution of this Agreement. In the event any part of any of these structures is determined by a final adjudication issued by a court of competent jurisdiction to encroach or interfere with riparian rights of the adjacent upland riparian owner, Applicant agrees to either obtain written consent for the offending structure from the affected adjacent upland riparian owner or 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 Agreement and be grounds for immediate termination of this Agreement at the sole option of the Board.

4. In the event that a sovereign lands lease application is not approved by the Board and executed by both parties prior to the expiration or sooner termination of this Agreement, and either the Applicant fails to timely submit the information concerning title as required herein, or the Board denies the Applicant's claim of title and the Applicant has not commenced an action to quiet title as specified herein, the Applicant shall remove all structures referenced herein from the sovereign lands at the Applicant's sole expense. The complete removal of the structures shall be accomplished within 180 days following the expiration or termination of this Agreement, whichever occurs first.

5. If the Applicant asserts title to the sovereign lands identified in Exhibit "A", the Applicant must submit an application, accompanied by all evidence upon which Applicant relies for the assertion of title, to the Division of State Lands ("DSL"), Department of Environmental Protection, within 90 days after the execution of this Agreement. DSL will review the application and accompanying evidence and give a response to Applicant as to whether the Board will assert title to the sovereign lands described in Exhibit "A". If DSL responds that the Board will assert title to said sovereign lands, the Applicant must file an appropriate action in circuit court within 90 days of DSL's response to obtain a legal determination of title to the sovereign lands. If DSL, after consultation with the Board, responds that the Board does not assert title to the sovereign lands, then the Applicant shall not have to apply for a sovereign lands lease, and that portion of the consideration representing lease fees and interest shall be refunded. If DSL, after its review, responds that the Board does not assert title to a portion of the sovereign lands, any consideration for that portion representing lease fees and interest will be refunded. Failure to submit the initial application and evidence within 90 days after execution of this Agreement, or failure to file the appropriate court action within 90 days after DSL's response, shall constitute a waiver by the Applicant of all of its claim of title to the sovereign lands and an acknowledgment that the Board owns the sovereign lands.
6. Applicant shall make initial application for a sovereign lands lease (modification) to the Board within 60 days of the execution of this Agreement and complete the application by no later than 120 days of the execution of this Agreement for the lands identified in Exhibit "A".
7. This Agreement is temporary in nature and may not be extended or modified except upon the express written agreement of the Board. No request for an extension of the Agreement shall be considered by the Board except upon a demonstration by the Applicant that the Applicant is in full compliance with the terms and conditions of this Agreement and has exercised due diligence in its efforts to procure a sovereign lands lease from the Board.
8. As a material condition of this Agreement, Applicant agrees to comply with all of the requirements of Chapters 253, 258, and 376, Florida Statutes, and the rules promulgated pursuant thereto. The Board has the right to immediately rescind this Agreement upon the failure of Applicant to comply with either the terms of this Agreement, the aforementioned Consent Order, statutes, rules, or any permits or exemptions. Upon written notice that the Board has exercised its right to rescind under this paragraph, Applicant shall cease and desist all activity authorized by this Agreement within the timeframe specified in the notice, or within twenty days of receipt of the notice if no timeframe is specified. Notice may be given by the Board by certified mail or hand delivery to: 1112 Manatee Avenue West, Bradenton, Florida 34205 or by posting the notice at the property described in Exhibit "A".
9. Applicant shall save and hold harmless and indemnify the Board, Department of Environmental Protection, and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for loss or damage to any property arising out of or connected with Applicant's occupation and use of these lands and the structures or activities located thereon. By execution of this Agreement, applicant waives any claim it may have against the Department of Environmental Protection concerning the submerged lands described on Exhibit "A" except as described in Paragraph 5 above. Applicant's hold harmless and indemnification obligations are subject to section 768.28, Florida Statutes' liability limitations to the extent applicable. Nothing herein shall be interpreted as a waiver of Applicant's sovereign immunity, or any additional rights or defenses it has under the law, to the extent applicable.
10. Applicant agrees that any litigation arising from matters relating to this Agreement between the Board and the Applicant shall be initiated and maintained only in Leon County, Florida.
11. This Agreement, and any rights and privileges contained herein, are for the sole benefit and use of the Applicant and shall not be assigned or transferred by the Applicant to any other party without the prior written consent of the Board, which consent shall not be unreasonably withheld.
12. The terms of this Agreement may be enforced by the Board notwithstanding that the authorization granted hereunder has expired.

Executed on the date first written above.

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

WITNESSES:

Original Signature

Printed/Typed Name

Original Signature

Printed/Typed Name

By: _____

Kelley M. Boatwright
Director of District Management,
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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, Director of District Management, _____ District, 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/She is personally known to me.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No.: _____

MANATEE COUNTY, a political subdivision of the State of
Florida

By: Board of County Commissioners

Chairperson

Date

ATTN: ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT AND
 COMPTROLLER

By: _____

Deputy Clerk

Exhibit A -Approved Lease Survey

	Leo Mills & Associates, Inc. LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING 620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640	LEO MILLS - PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY
MODIFICATION OF EXISTING SOVEREIGNTY SUBMERGED LAND LEASE (SHEET 1 OF 23)		
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC. DATE: 11/14/18		
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA		
SPECIFIC PURPOSE SURVEY/FIELD SURVEY OF THOSE CERTAIN SOVEREIGNTY SUBMERGED LANDS LYING AND BEING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 WEST, MANATEE COUNTY, FLORIDA		
SHEET INDEX		
SHEET 1-2: SHEET 3-5: SHEET 6-8: SHEET 9: SHEET 10-20: SHEET 21: SHEET 22: SHEET 23:	SURVEYORS CERTIFICATE, SHEET INDEX, NOTES & CERTIFICATIONS DESCRIPTION OF UPLANDS AREA DESCRIPTION OF SOVEREIGNTY SUBMERGED LAND LEASE AREA VICINITY MAP GRAPHIC DEPICTION OF UPLAND AREAS & SOVEREIGNTY SUBMERGED LAND LEASE AREAS SKETCH SHOWING POINT OF COMMENCEMENT TO POINT OF BEGINNING LINE TABLE & CURVE TABLE DRAWING LEGEND DETAIL	SURVEYOR'S CERTIFICATE:  BY: LEO MILLS, JR. REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3513 NOT VALID WITHOUT THE SIGNATURE & SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER ALL GRAPHIC AND TEXT DATA SHOWN ON THIS SURVEY REPORT IS COPYRIGHTED.
NOTES: CERTIFIED TO: VANDYK 1st GULF COAST - MARINA LLC; THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA 1. THIS REQUEST IS FOR MODIFICATION OF THE SOVEREIGNTY SUBMERGED LAND LEASE GRANDFATHER AREAS NO. 1, NO. 2 AND AREA C OF PARCEL NO. 7 AS SHOWN HEREON TO INCLUDE NEW IMPROVEMENTS TO DOCKING AREAS AND FACILITIES WITHIN THE LEASE BOUNDARIES AS SURVEYED AND LOCATED IN THE FIELD. 2. BEARINGS SHOWN HEREON REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF 127th STREET WEST (ALSO KNOWN AS BAY DRIVE BY PLAT AND BAYVIEW DRIVE BY DEED) (ALSO BEING THE EASTERLY BOUNDARY OF PARCEL 5) BEING N17°42'54"W AS PER DEED DESCRIPTION. 3. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS OTHER THAN THOSE SHOWN, IF ANY, NOT LOCATED FOR PURPOSES OF THIS SURVEY. 4. THE SUBJECT LAND LIES IN ZONES "VE" AND "AE" OF THE FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12081C00277E (EFFECTIVE DATE 3/17/2014). FLOOD ZONE LIMITS ARE DEPICTED BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY FROM SAID MAP. SUBJECT TO VERIFICATION. 5. THIS "SKETCH OF DESCRIPTION" WAS BASED ON A PREVIOUS "BOUNDARY SURVEY" PREPARED FOR VANDYKE SARASOTA MANAGEMENT COMPANY, INC., JOB NO. C9105; DATED 9-11-14. 6. THIS SKETCH OF DESCRIPTION IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN. 7. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD. 8. THE UPLANDS DESCRIPTION (PARCELS 1 THROUGH 5) WAS TAKEN FROM THE "BOUNDARY SURVEY" AS REFERENCED IN NOTE #4. DESCRIPTIONS WITHIN PARCELS 6 AND 7 (SUBMERGED LAND LEASE DESCRIPTIONS) ARE BASED ON PRIOR RECORDINGS OF SAID LEASES AS NOTED HEREON BUT HAVE BEEN MODIFIED AS REQUESTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO COMPLY WITH EXISTING STANDARDS. (NOTES CONTINUED ON SHEET 2 OF 23 SHEETS)		
JOB NO.C9105..... SCALE:NONE..... FILE INDEX NO.		

-----□□□CEN□□□L□ss N□.rn□ □□N□.□□11No LEO MILLS - PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: FLORIDA SURVEYING - AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY 620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640	
SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 2 OF 23)	
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.	DATE: 11/14/18
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA	
<u>NOTES CONTINUED:</u> 9. THE SUBJECT LAND AS SURVEYED CONTAINS 265,779 SQUARE FEET OR 6.10 ACRES, MORE OR LESS. (SEE ACREAGE TABLE ON SHEET 3 OF 22 SHEETS) 10. ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988 AND ARE UNDERLINED. 11. THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN HEREON WAS NOT CERTIFIED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PURPOSES OF THIS SURVEY. 12. THIS SKETCH OF DESCRIPTION CONSISTS OF 23 SHEETS. EACH SHEET IS INTENDED TO BE USED IN CONJUNCTION WITH THE OTHER SHEETS. THIS SURVEY IS NOT COMPLETE WITHOUT ALL 23 SHEETS. 13. MONUMENTATION FOR THE BOUNDARY CORNERS IN CERTAIN AREAS IS IDENTIFIED BY DEED CALLS AS ALONG FACE OF EXISTING SEAWALLS. NO OTHER MONUMENTATION WAS SET AT THESE POINTS. 14. APPLICANTS PARCEL HAS 1,287 FEET OF SHORELINE ALONG SARASOTA BAY. 15. 1983 NAO GEOGRAPHIC COORDINATES FOR THIS SITE ARE 27°28'14.32 N - 82°41'22.48 W LOCATED IN THE CENTERLINE OF 127TH STREET WEST DIRECTLY IN FRONT OF THE MAIN STRUCTURE (RESTAURANT). 16. BASED ON THE POSITION OF THE EXISTING LEASES, THE POSITION OF THE MODIFICATIONS AND THE LACK OF ACTIVITY OUTSIDE OF LEASE BOUNDARIES, RIPARIAN RIGHTS WERE NOT ADDRESSED. 17. STATE PLANE COORDINATES (NAD83-FLORIDA WEST) AS SHOWN HEREON (SEE PAGE 21 OF 23 SHEETS) FOR THE POINT OF COMMENCEMENT AND THE POINT OF BEGINNING OF PARCELS 6 AND 7 OF THE EXISTING SOVEREIGNTY SUBMERGED LAND LEASE AREA ARE BASED ON SCALED LOCATION.	
JOB NO.....carno..... SCALE:1"=19'1" L.... FILE INDEX NO.....	



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AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 3 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

ACREAGE TABLE

PARCELS 1, 2 & 3 (NE'LY OF R/W)	157,993± SQUARE FEET	3.63± ACRES
PARCEL 1 (SW'LY OF R/W TO APPROX. M.H.W.L.)	48,088± SQUARE FEET	1.10± ACRES
PARCEL 4 (TO APPROX. M.H.W.L.)	37,877± SQUARE FEET	0.87± ACRES
PARCEL 5 (TO APPROX. M.H.W.L.)	21,821± SQUARE FEET	0.50± ACRES
TOTAL	265,808± SQUARE FEET	6.10± ACRES

PARCEL #	PIN	ADDRESS
PARCEL 1	76217.0000/9	4110 127th STREET WEST
PARCEL 2	76023.1035/6	4306 126th STREET WEST
PARCEL 3	76023.1055/4	4300 126th STREET WEST
PARCEL 4	76080.0015/9	4319 127th STREET WEST
PARCEL 5	76185.0005/7	4316 127th STREET WEST

DESCRIPTION OF UPLAND PARCELS:

PARCEL 1: (#76217.0000/9)

LOTS 1, 2, 3, 4, 5, BLOCK 6, OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

ALSO ALL OF THE LAND AND FORESHORE LYING BETWEEN THE EXTENDED CENTERLINES OF SECOND STREET AND THIRD STREET, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SITUATED BETWEEN THE SOUTHWESTERLY BOUNDARY OF BLOCK 6 EXTENDED, SAID AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ AND THE WATERS OF SARASOTA BAY.

LESS AND EXCEPT THAT TRACT OF LAND DEEDED TO MANATEE COUNTY BY DEED DATED MARCH 2, 1965, RECORDED IN OFFICIAL RECORD BOOK 250, PAGE 615, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH A PARCEL OF FILLED, FORMERLY SOVEREIGNTY, LAND IN SECTION 3 TOWNSHIP 35 SOUTH, RANGE 16 EAST, SARASOTA BAY, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.13 FEET; THENCE N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECOND AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECOND AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 1410.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING SEAWALL, FOR THE POINT OF BEGINNING, SAID POINT ALSO BEING THE FORMER HIGH WATER LINE, MORE OR LESS, AS SHOWN ON SAID AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ; THENCE SOUTHWESTERLY, ALONG SAID SEAWALL FACE, 42.5 FEET; THENCE SOUTHEASTERLY, ALONG SAID SEAWALL FACE, 314.4 FEET; THENCE SOUTHWESTERLY, ALONG SAID SEAWALL FACE, 150.7 FEET; THENCE SOUTHEASTERLY, ALONG SAID SEAWALL FACE, 90.5 FEET; THENCE NORTHEASTERLY, ALONG SAID SEAWALL FACE, 151.8 FEET; THENCE SOUTHEASTERLY, ALONG SAID SEAWALL FACE, 67.3 FEET; THENCE NORTHEASTERLY, ALONG SAID SEAWALL FACE, 50.0 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE SAID FORMER HIGH WATER LINE; THENCE NORTHWESTERLY, ALONG THE SINUOSITIES OF SAID FORMER HIGH WATER LINE, 480.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

JOB NO.C9105.....

SCALE:NONE..... FILE INDEX NO.

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Inc.

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 4 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION OF UPLAND PARCELS:

PARCEL 2: (#76023.1035/6)

LOT 6 AND THE SOUTH 60 FEET OF LOT 7, BLOCK 6, OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 3: (#76023.1055/4)

LOT 9, LESS THE NORTH 10 FEET; LOT 7, LESS THE SOUTH 60 FEET AND ALL OF LOT 8, BLOCK 6 AND THE SOUTH HALF OF THAT CERTAIN VACATED ALLEY LYING BETWEEN LOT 8, BLOCK 6 AND LOT 7, BLOCK 7, OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ. AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 59, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 4: (#76080.0015/9)

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE S01°02'15"W, ALONG THE EAST LINE OF SAID SECTION 3, 219.60 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 684 (CORTEZ ROAD); THENCE N64°08'15"W, ALONG SAID CENTERLINE, AND THE TANGENT OF A CURVE TO THE LEFT, 546.92 FEET TO THE POINT OF INTERSECTION OF SAID CURVE; THENCE N88°33'15"W, ALONG THE TANGENT OF SAID CURVE AND SAID CENTERLINE, 1818.24 FEET TO THE DEPARTMENT OF TRANSPORTATION P.T. STATION 42+15.62, (SECTION 1304-201); THENCE CONTINUE N88°33'15"W, ALONG THE CENTERLINE OF SAID STATE ROAD NO. 684 (CORTEZ ROAD) (DEPARTMENT OF TRANSPORTATION SECTION 1304-175), AND THE TANGENT OF A CURVE TO THE LEFT, 178.28 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF BAYVIEW DRIVE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 701, PAGE 902 AND 903, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N17°42'54"W, ALONG EASTERLY RIGHT-OF-WAY AND SAID SOUTHERLY EXTENSION 104.13 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF LOT "A", BLOCK 87 OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A **POINT OF BEGINNING**; THENCE CONTINUE N17°42'54"W, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID BAYVIEW DRIVE, 212.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 369.53 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'30", 93.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N32°16'24"W, ALONG SAID EASTERLY RIGHT-OF-WAY 9.40 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF A CONCRETE SEAWALL; THENCE S89°31'31"E, ALONG THE OUTSIDE EDGE OF SAID SEAWALL, 13.57 FEET; THENCE S37°11'54"E, ALONG THE OUTSIDE EDGE OF SAID SEAWALL AND THE SOUTHEASTERLY EXTENSION THEREOF, 20.57 FEET, TO THE INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE OUTSIDE EDGE OF ANOTHER CONCRETE SEAWALL; THENCE N57°54'49"E, ALONG THE OUTSIDE EDGE OF SAID SEAWALL, AND SAID SOUTHWESTERLY EXTENSION, 102.76 FEET; THENCE S35°14'40"E, 85.46 FEET; THENCE S19°54'31"E, 48.78 FEET; THENCE S07°08'11"E, 224.10 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT "A"; THENCE N88°33'15"W, ALONG SAID SOUTH LINE, 96.82 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

JOB NO.....I:Q1Q;i.....

SCALE:<?/!..... FILE INDEX NO.....

-----CEN-----N-SS N-613-----N:-----L-ING Inc. 620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640	LEO MILLS- PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: RODA 3816 AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY
SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 5 OF 23)	
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC. DATE: 11/14/18	
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA	

DESCRIPTION OF UPLAND PARCELS:

PARCEL 5: (#76185.0005/7)

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/ 4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE S01°02'15"W, ALONG THE EAST LINE OF SAID SECTION 3, 219.60 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 684 (CORTEZ ROAD); THENCE N64°08'15"W, ALONG SAID CENTERLINE, AND THE TANGENT OF A CURVE TO THE LEFT, 546.92 FEET TO THE POINT OF INTERSECTION OF SAID CURVE; THENCE N88°33'15"W, ALONG THE TANGENT OF SAID CURVE AND SAID CENTERLINE, 1818.24 FEET TO THE DEPARTMENT OF TRANSPORTATION P.T. STATION 42+15.62, (SECTION 1304-201); THENCE CONTINUE N88°33'15"W, ALONG THE CENTERLINE OF SAID STATE ROAD NO. 684 (CORTEZ ROAD) (DEPARTMENT OF TRANSPORTATION SECTION 1304-175), AND THE TANGENT OF A CURVE TO THE LEFT, 231.21 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF BAYVIEW DRIVE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 701, PAGE 902 AND 903, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N1T42°54"W, ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID SOUTHERLY EXTENSION THEREOF, 104.13 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT "A", BLOCK 87 OF THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR A **POINT OF BEGINNING**; THENCE CONTINUE N1T42°54"W, ALONG THE WESTERLY RIGHT-OF-WAY OF SAID BAYVIEW DRIVE, 195.15 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 319.53 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'30", 81.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N32°16'24"W, ALONG SAID WESTERLY RIGHT-OF-WAY 6.70 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF A CONCRETE SEAWALL; THENCE S46°26'39"W, ALONG THE OUTSIDE EDGE OF SAID SEAWALL, 35.51 FEET; THENCE S22°08'55"E, ALONG SAID SEAWALL, 72.86 FEET; THENCE S66°17'22"W, ALONG SAID SEAWALL, 76.23 FEET; THENCE N22°02'46"W, ALONG SAID SEAWALL, 60.02 FEET; THENCE N78°37'50"W, ALONG SAID SEAWALL, 4.94 FEET; THENCE S55°06'50"W, ALONG SAID SEAWALL, 28.64 FEET; THENCE S15°35'54"E, ALONG SAID SEAWALL, 124.35 FEET; THENCE N82°57'52"E, ALONG SAID SEAWALL, 125.12 FEET; THENCE S10°04'47"E, ALONG SAID SEAWALL, 78.56 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT "A"; THENCE S88°33'15"E, ALONG SAID WESTERLY EXTENSION, 44.85 FEET TO POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

LEO MILLS • PSM 1735 (RETIRED)
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SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 6 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION OF EXISTING SOVEREIGNTY SUBMERGED LAND LEASE AREAS

PARCEL 6: SEE NOTE ff7

(THE SARABAY MARINE LEASE - PIN 7621800009)

LESSEE'S INTEREST IN THAT CERTAIN SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, AS LESSOR, AND SARABAY MARINE, INCORPORATED, AS LESSEE, RECORDED IN OFFICIAL RECORDS BOOK 1266, PAGE 3237, AS AFFECTED BY SUBMERGED LAND LEASE RENEWAL RECORDED IN OFFICIAL RECORDS BOOK 1460, PAGE 2665, OFFICIAL RECORDS BOOK 1646, PAGE 2514 AND OFFICIAL RECORDS BOOK 2342, PAGE 741, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, DEMISING THE FOLLOWING DESCRIBED LANDS:

SUBMERGED LAND LEASE DESCRIPTION:

ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED AREA:

A PARCEL OF SUBMERGED LAND LYING WITHIN SARASOTA BAY IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.15 FEET; THENCE N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECOND AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECOND AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 869.12 FEET (1,410.00 FEET, MORE OR LESS, BY PRIOR DEED) TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE S61°15'00"W, ALONG THE OUTSIDE FACE OF SAID SEAWALL, 42.50 FEET, TO THE INTERSECTION WITH THE OUTSIDE EDGE OF AN OLD EXISTING WOODEN DOCK; THENCE S52°41'00"W, INTO SARASOTA BAY, ALONG THE OUTSIDE EDGE OF SAID WOODEN DOCK, 155.90 FEET TO THE NORTHWEST CORNER OF SAID OLD WOODEN DOCK, FOR A **POINT OF BEGINNING**: THENCE S57°14'30"W, PERPENDICULAR TO, MORE OR LESS, THE EXISTING SHORELINE, 120.00 FEET; THENCE S32°45'30"E, PARALLEL TO, MORE OR LESS, SAID SHORELINE, 481.50 FEET; THENCE N57°14'30"E, PERPENDICULAR TO, MORE OR LESS, SAID SHORELINE, 126.95 FEET TO THE INTERSECTION WITH THE SOUTHWEST CORNER OF AN EXISTING WOODEN DOCK; THENCE N51°15'00"E, ALONG THE OUTSIDE SOUTHERLY EDGE OF SAID WOODEN DOCK, 18.00 FEET; THENCE N4T43°35"W, 85.20 FEET TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL, SAID OUTSIDE FACE BEING THE MEAN HIGH WATER LINE OF SAID SARASOTA BAY; THENCE N31°32'00"W, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 90.50 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK; THENCE N55°04'22"W, ALONG THE OUTSIDE EDGE OF SAID WOODEN DOCK, 12.60 FEET; THENCE N32°45'30"W, ALONG THE OUTSIDE EDGE OF SAID WOODEN DOCK, 295.17 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 59,324 SQUARE FEET, MORE OR LESS.

JOB NO.....□□!IQ?.....

SCALE:□.9'!L.... FILE INDEX NO.....

LEO MILLS - PSM 1735 (RETIRED)

 LEO MILLS, JR. - PSM 3512	
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SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 7 OF 23)	
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.	DATE: 11/14/18
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA	
DESCRIPTION OF EXISTING SOVEREIGNTY SUBMERGED LAND LEASE AREAS:	
SUBMERGED LAND LEASE DESCRIPTION: (GRANDFATHER AREA #1)	
ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED AREA: A PARCEL OF SUBMERGED LAND LYING WITHIN SARASOTA IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.15 FEET; THENCE N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECTION AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECTION AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 869.12 FEET (1,410.00 FEET, MORE OR LESS, BY PRIOR DEED) TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE S61°15'00"W, ALONG THE OUTSIDE FACE OF SAID SEAWALL, 42.50 FEET, TO THE INTERSECTION WITH THE OUTSIDE EDGE OF AN OLD EXISTING WOODEN DOCK FOR A POINT OF BEGINNING; THENCE S52°41'00"W, INTO SARASOTA BAY, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK AND SOUTHWESTERLY EXTENSION THEREOF, 155.90 FEET TO THE NORTHWEST CORNER OF THE WESTERNMOST EXISTING OLD WOODEN DOCK; THENCE S32°45'30"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 295.17 FEET; THENCE S55°04'22"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 12.60 FEET TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL, SAID OUTSIDE FACE BEING THE MEAN HIGH WATER LINE OF SARASOTA BAY; THENCE N55°24'30"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 150.70 FEET; THENCE N32°45'30"W, ALONG SAID SEAWALL FACE, 314.40 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, CONTAINING 48,255 SQUARE FEET, MORE OR LESS.	
SUBMERGED LAND LEASE DESCRIPTION: (GRANDFATHER AREA (12)	
ALL THOSE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING WITHIN THE FOLLOWING DESCRIBED AREA: A PARCEL OF SUBMERGED LAND LYING WITHIN SARASOTA BAY IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N00°53'45"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 354.15 FEET; THENCE	

N64°00'45"W, 2936.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SECOND AVENUE, AS SHOWN ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, AS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S25°53'22"W, ALONG THE CENTERLINE OF SAID SECOND AVENUE, AND SOUTHWESTERLY EXTENSION THEREOF, 869.12 FEET (1410.00 FEET, MORE OR LESS, BY PRIOR DEED) TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE S61°15'00"W, ALONG THE OUTSIDE FACE OF SAID SEAWALL, 42.50 FEET, TO THE INTERSECTION WITH THE OUTSIDE EDGE OF AN OLD EXISTING WOODEN DOCK; THENCE S52°41'00"W, INTO SARASOTA BAY, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, AND SOUTHWESTERLY EXTENSION THEREOF, 155.90 FEET TO THE NORTHWEST CORNER OF THE WESTERNMOST EXISTING OLD WOODEN DOCK; THENCE S32°45'30"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 295.17 FEET; THENCE S55°04'22"E, ALONG THE OUTSIDE EDGE OF SAID OLD WOODEN DOCK, 12.60 FEET TO THE INTERSECTION WITH THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL, SAID OUTSIDE FACE BEING THE MEAN HIGH WATER LINE OF SAID SARASOTA BAY; THENCE S31°32'00"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 90.50 FEET FOR **POINT OF BEGINNING**; THENCE N57°46'00"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 151.80 FEET; THENCE S32°45'30"E, ALONG SAID SEAWALL FACE AND SAID MEAN HIGH WATER LINE, 67.30 FEET TO THE INTERSECTION WITH THE OUTSIDE EDGE OF THE SOUTHERNMOST EXISTING OLD WOODEN DOCK; THENCE S51°15'00"W, ALONG SAID OLD WOODEN DOCK EDGE, 130.50 FEET; THENCE N47°43'35"W, 85.20 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 10,599 SQUARE FEET, MORE OR LESS.

JOB NO. mo.

SCALE: Q/'If: FILE INDEX NO.

DWG. FILE: C9105-SSLL-8X11-SHEETS 1-8.DWG
DESCRIPTION 6-12-19 GHM

TIM/GHM COGO FILE: C9105 GHM REV:



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS - PSM 1735 (RETIRED)
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 9 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO.C9105.....

SCALE:NONE..... FILE INDEX NO.

Le c..

Inc.

LEO MILLS, JR. - PSM 3513

MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

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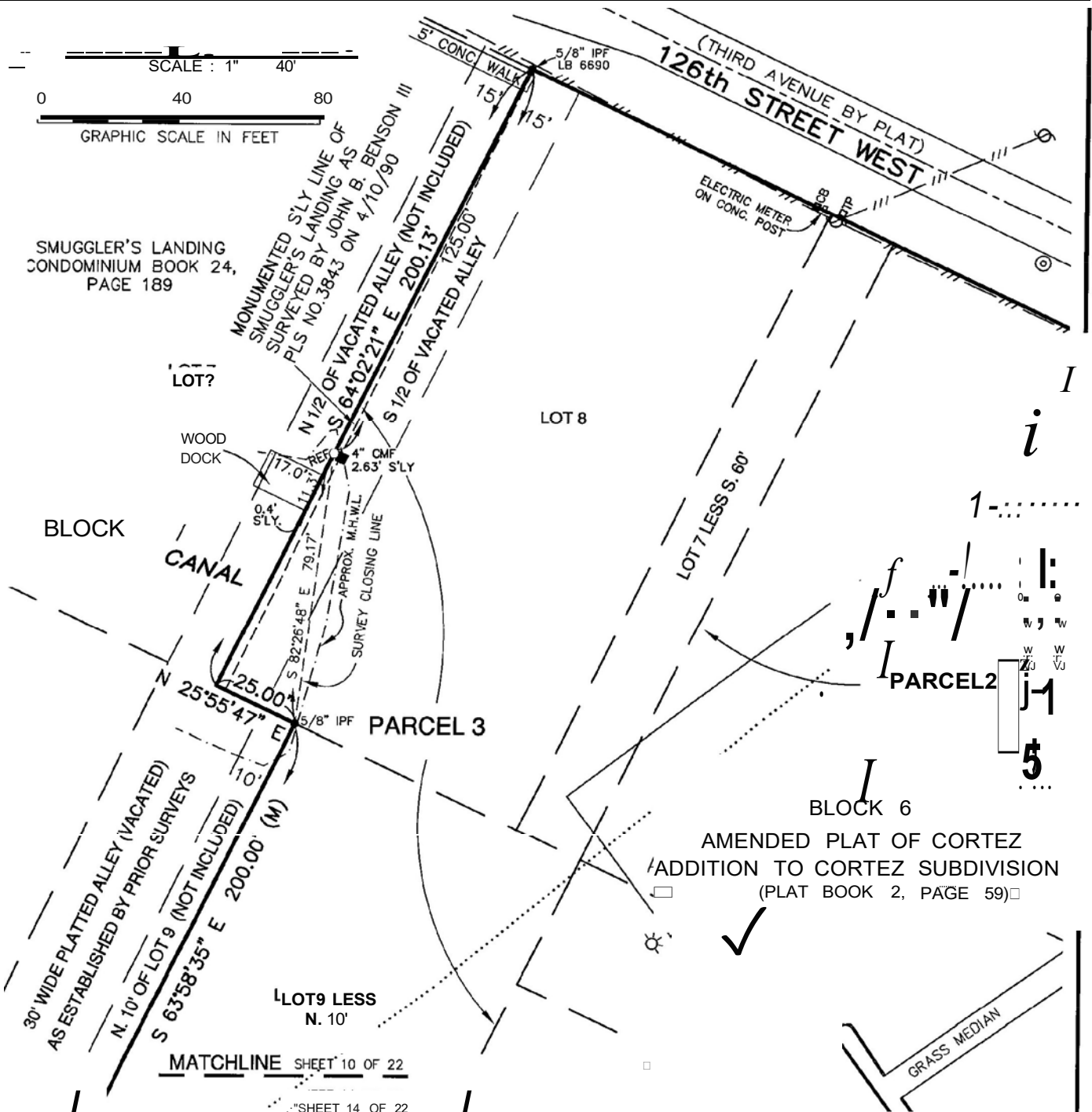
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 10 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO.....Cf11Q5.....

SCALE: 1" = 40' W.... FILE INDEX NO.....

---□□□CENS□□!!•□••□□□□□□;."Inc.

LEON WILKS JR. (RETIRED)

MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

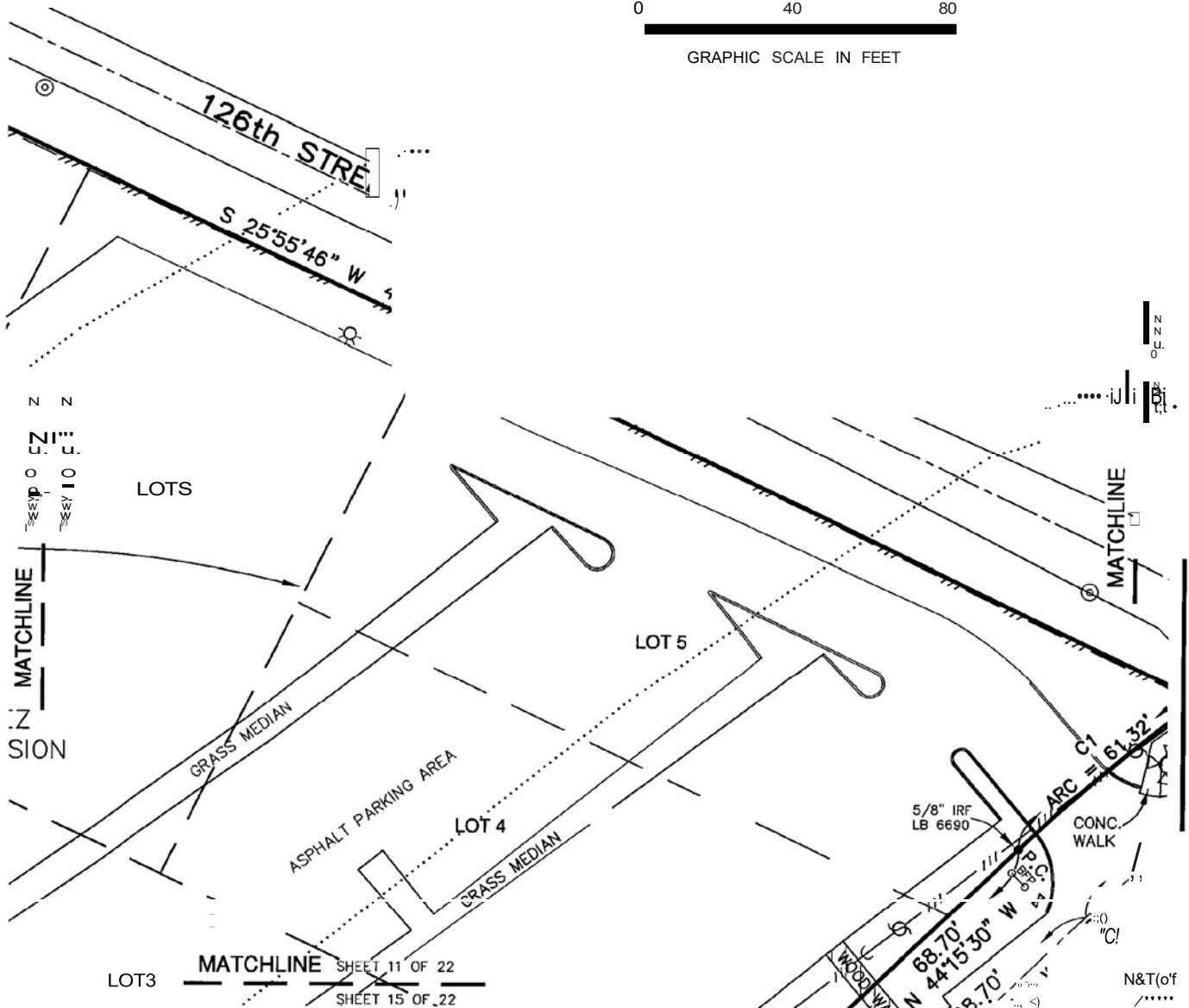
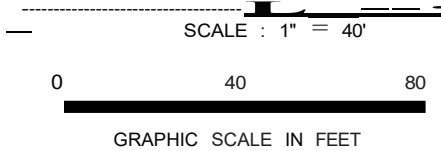
620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

SPECIFIC PURPOSE SURVEY/FIELD SURVEY (SHEET 11 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO.....Ca1Q5.....

SCALE: 1" = 40' FILE INDEX NO.....

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LEO MILLS, JR. - PSM 3513

MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

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PHONE: (941)722-2460 FAX: (941)722-9640

SPECIFIC PROPOSED SURVEY/FIELD SURVEY (SHEET 12 OF 23)

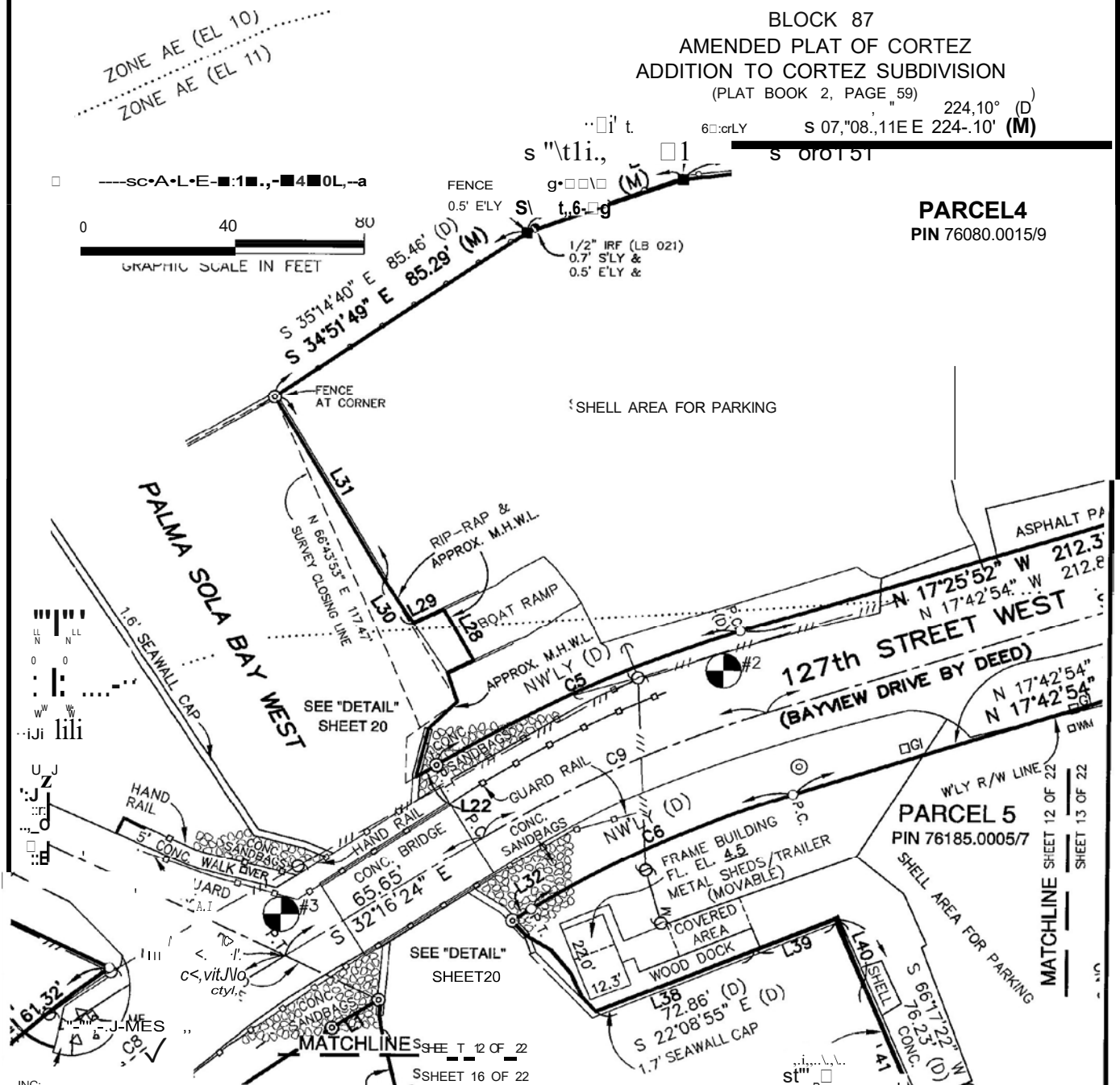
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

**BLOCK 87
AMENDED PLAT OF CORTEZ
ADDITION TO CORTEZ SUBDIVISION**
(PLAT BOOK 2, PAGE 59)

PARCEL 4
PIN 76080.0015/9



JOB NO.....1;arne!.....

SCALE: ...1:.....:4R..... FILE INDEX NO.....

LEO MILLS - PSM 1735 (RETIRED)
LEO MILLS, JR. - PSM 3513

MEMBER - FLORIDA SURVEYING
AND MAPPING SOCIETY

MANATEE CHAPTER SURVEYING
AND MAPPING SOCIETY

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PHONE: (941)722-2460 FAX: (941)722-9640

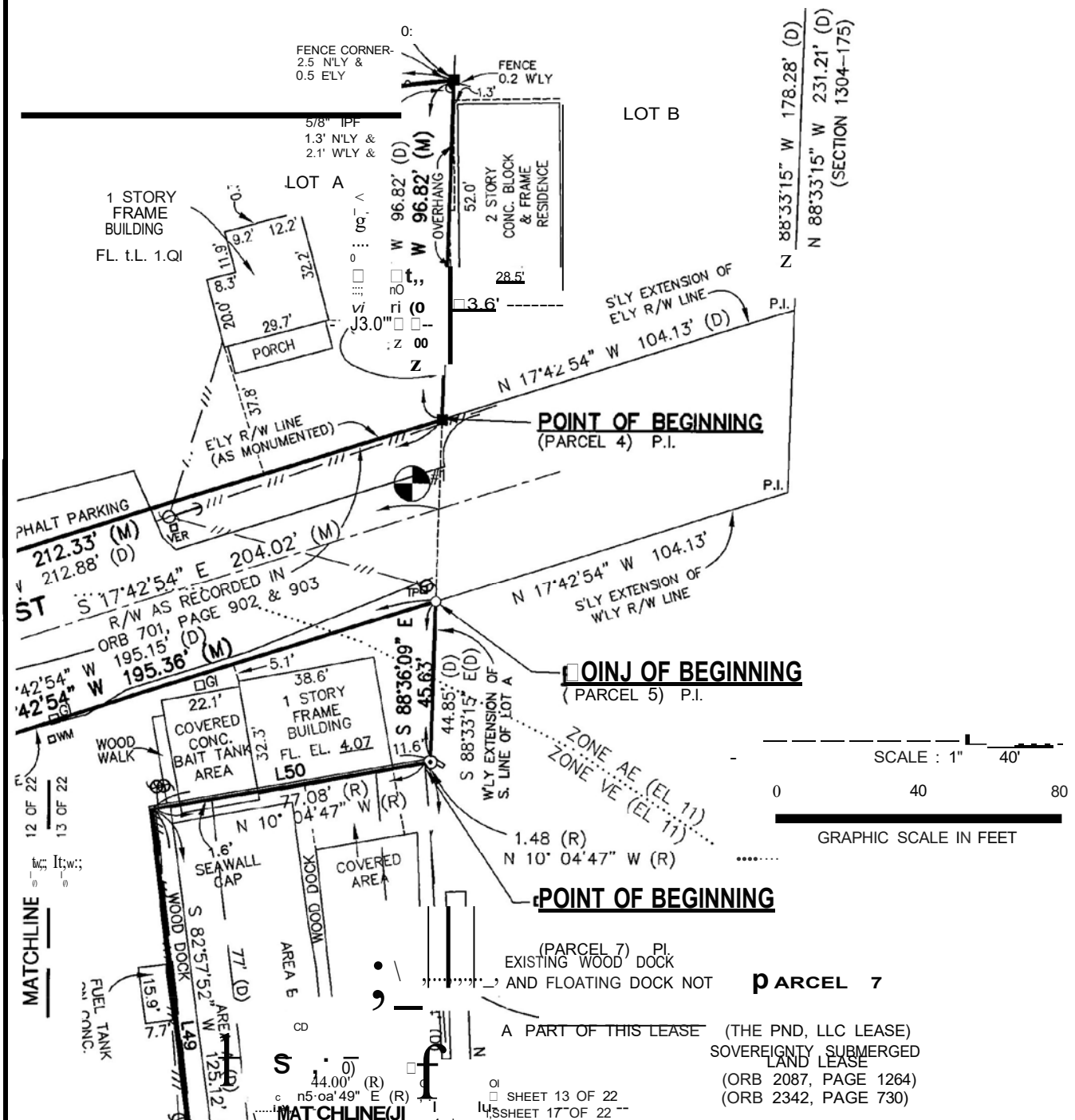
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 13 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA





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LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

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AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

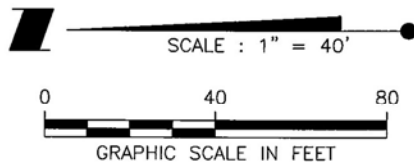
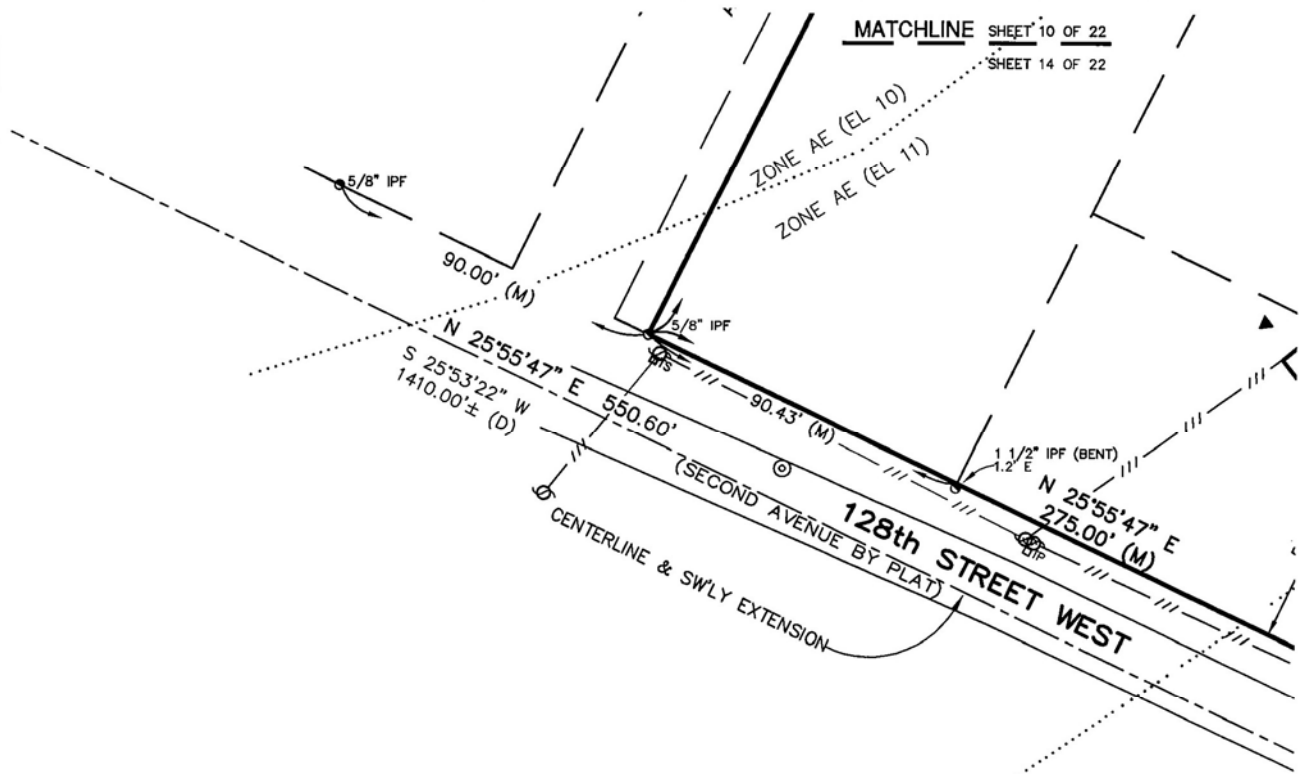
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 14 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



MATCHLINE
SHEET 14 OF 22
SHEET 15 OF 22

JOB NO.C9105.....

SCALE: 1" = 40' FILE INDEX NO.

DWG. FILE: C9105-SSLL-8X11-SHEETS 10-22.DWG TIM/GHM COGO FILE: C9105 GHM



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AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

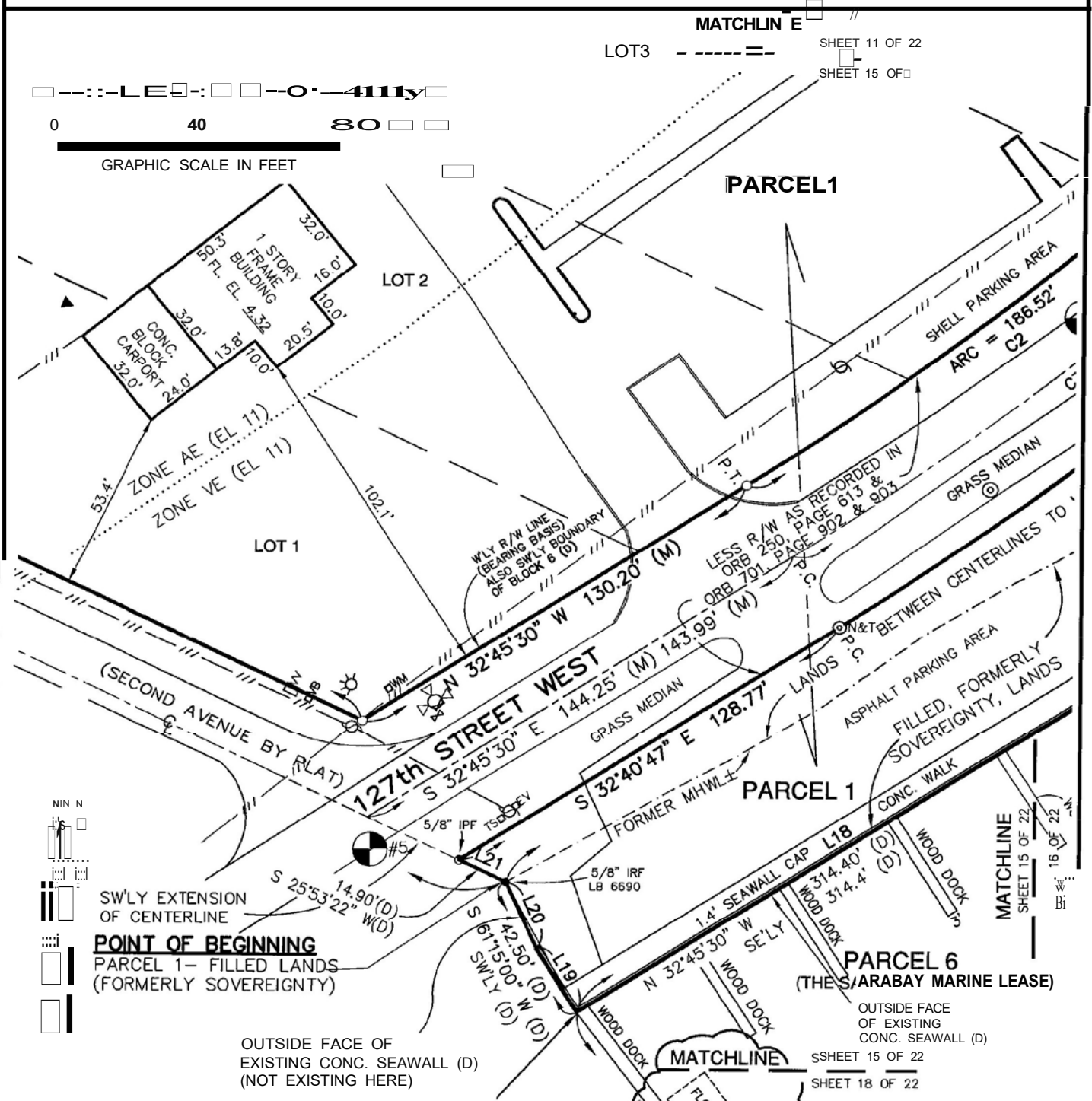
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 15 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

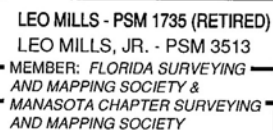
DATE: 11/14/18 REV. 617/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO.....C511Q.....

SCALE: ..(1"=100')..... FILE INDEX NO.....



JOB NO.C9105.....

SCALE: 1" = 40' FILE INDEX NO.



LEO MILLS- PSM 1735 (RETIRED)
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

(SHEET 17 OF 23)

DATE: 11/14/18 REV. 6/7/19

PARCEL 6
(THE SARABAY MARINE LEASE)
SOVEREIGNTY SUBMERGED
LAND LEASE
GRANDFATHER AREA #2

PARCEL 7
(THE PND, LLC LEASE)
SOVEREIGNTY SUBMERGED
LAND LEASE
(ORB 2087, PAGE 1264)
(ORB 2342, PAGE 730)

GRAPHIC SCALE IN FEET

SCALE: ..t ..:=...1R'..... FILE INDEX NO.....

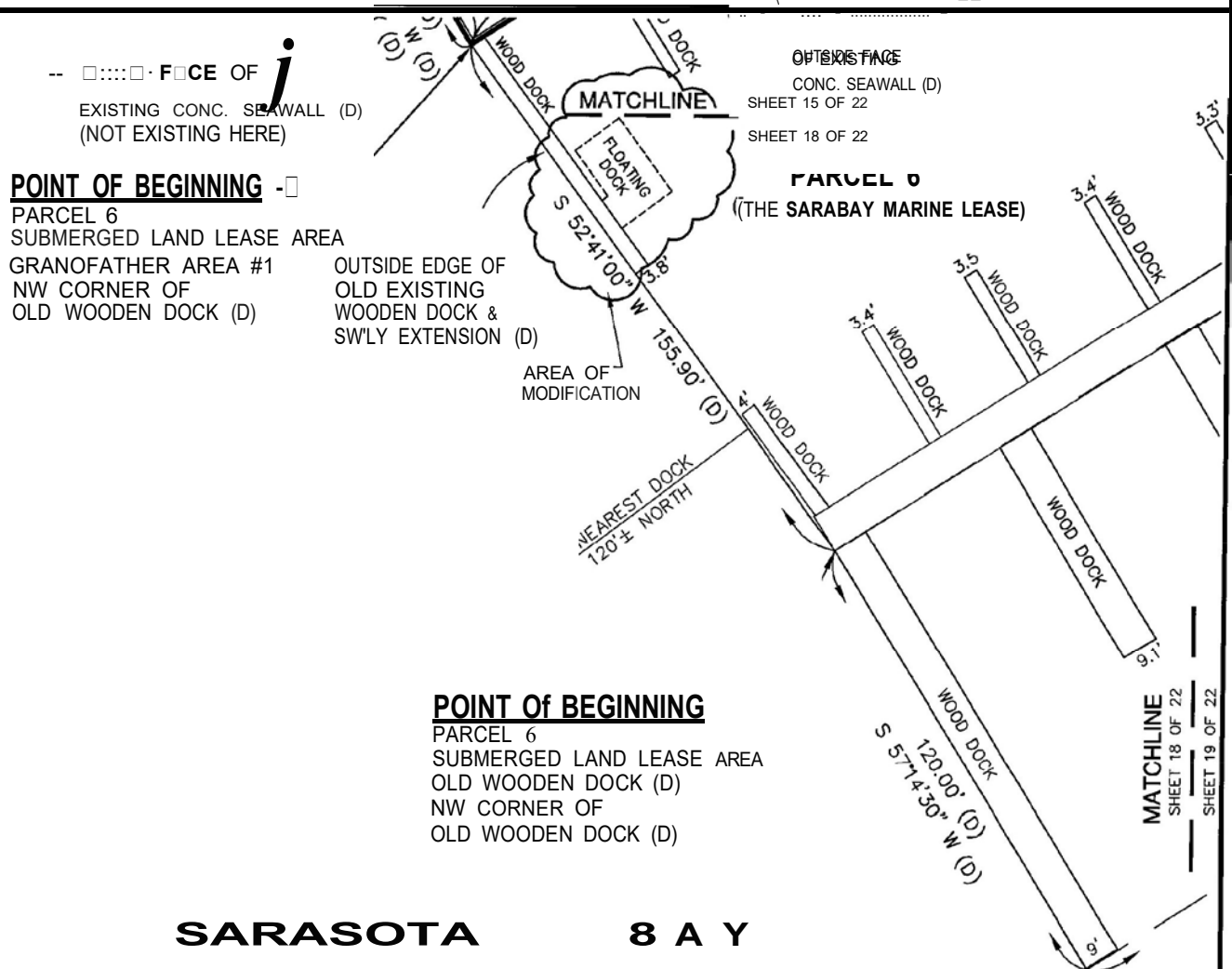
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

(SHEET 18 OF 23)

DATE: 11/14/18 REV. 6n/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



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0 40 80

GRAPHIC SCALE IN FEET

DWG. FILE: C9105-SSLL-8X11-SHEETS 10-22.DWG TIM/GHM COGO FILE: C9105 GHM

MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

PHONE: (941)722-2460 FAX: (941)722-9640

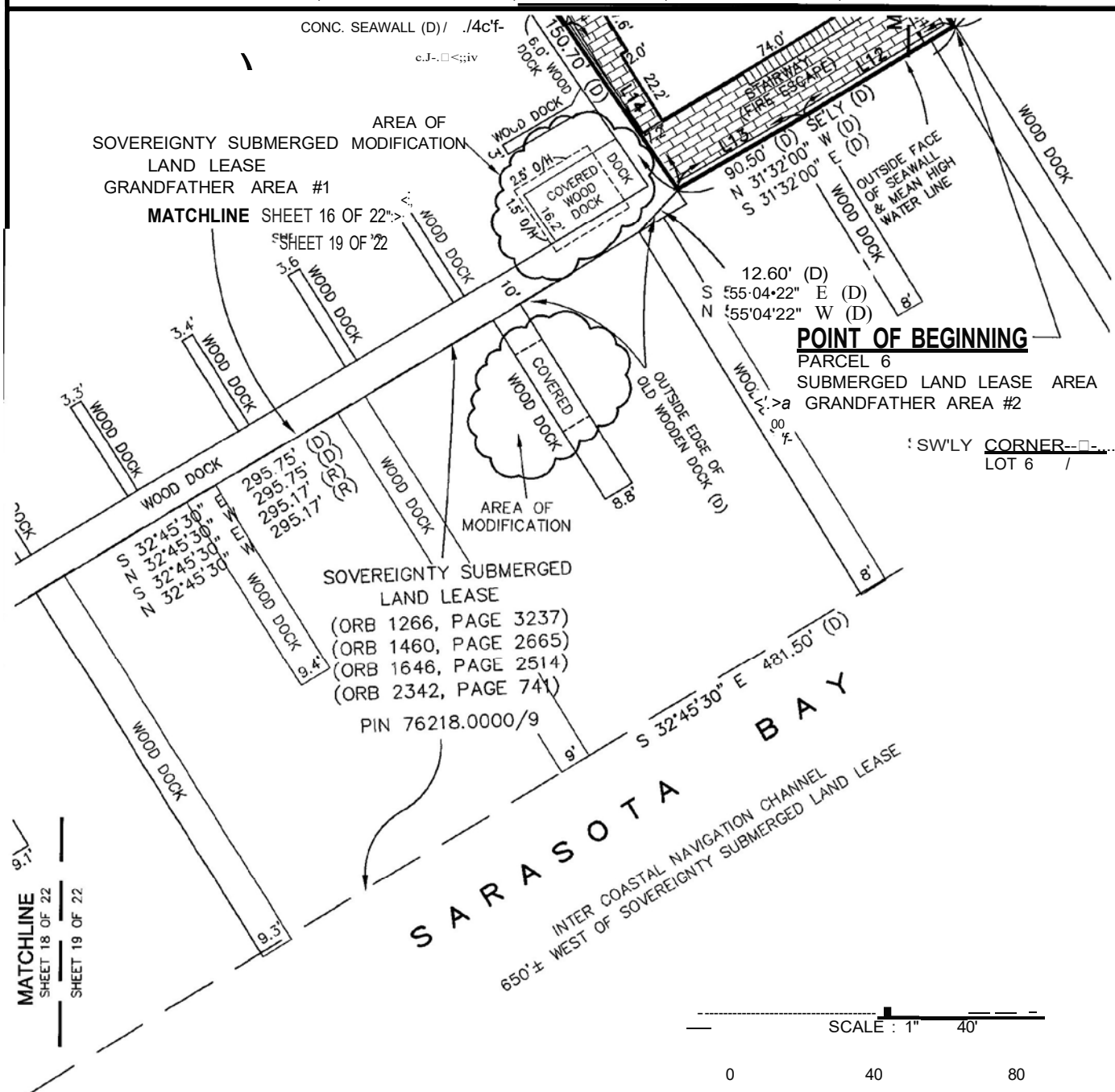
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 19 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



MATCHLINE
SHEET 18 OF 22

MATCHLINE
SHEET 19 OF 22

SCALE : 1" = 40'

0 40 80

GRAPHIC SCALE IN FEET

JOB NO.....am---'---

SCALE: .X .1'...R:.... FILE INDEX NO. --.....



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 : SURVEYING : LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
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LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

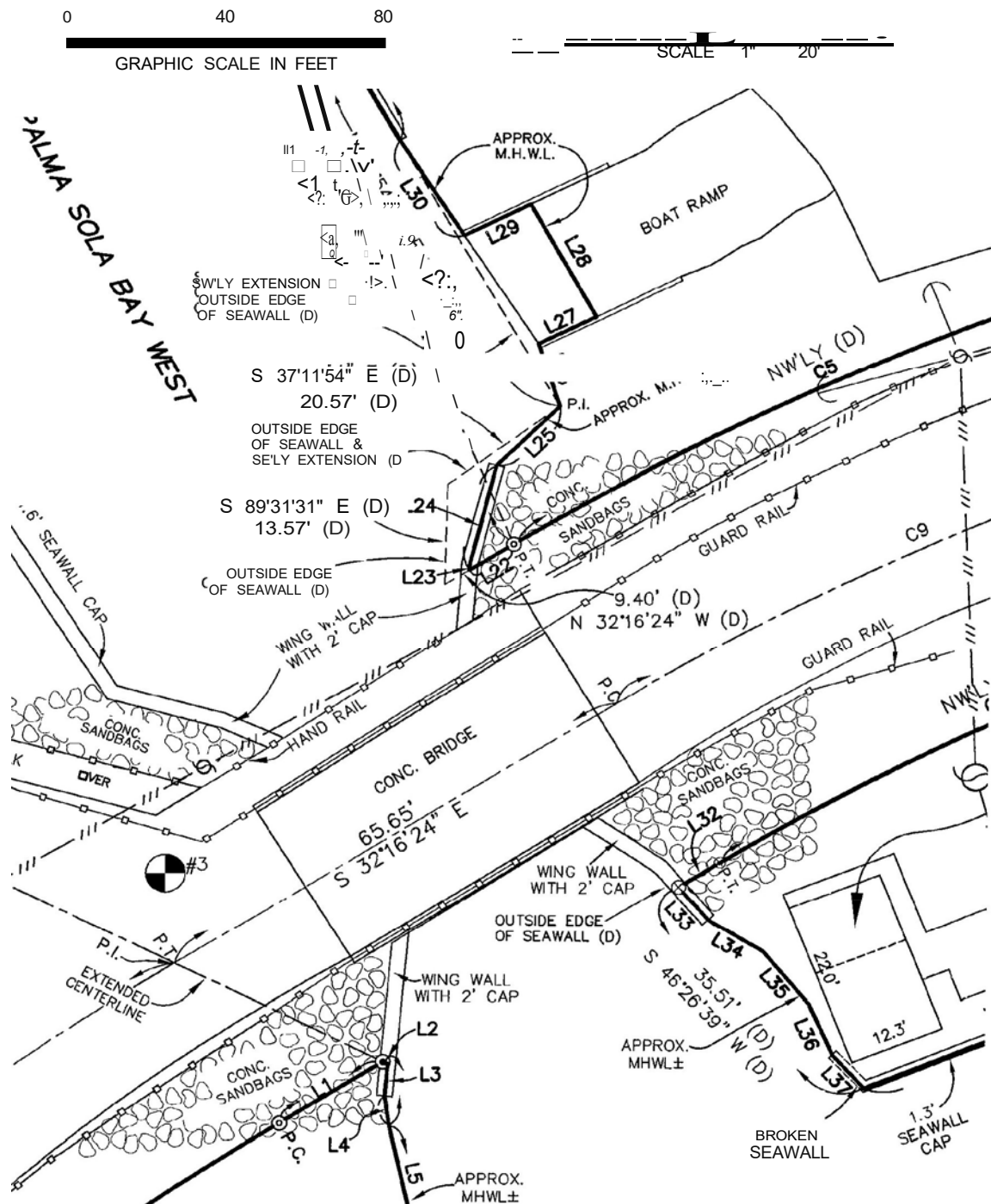
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 20 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO.....GI-1Q1.....

SCALE: X FILE INDEX NO.....



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MEMBER: FLORIDA SURVEYING
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MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

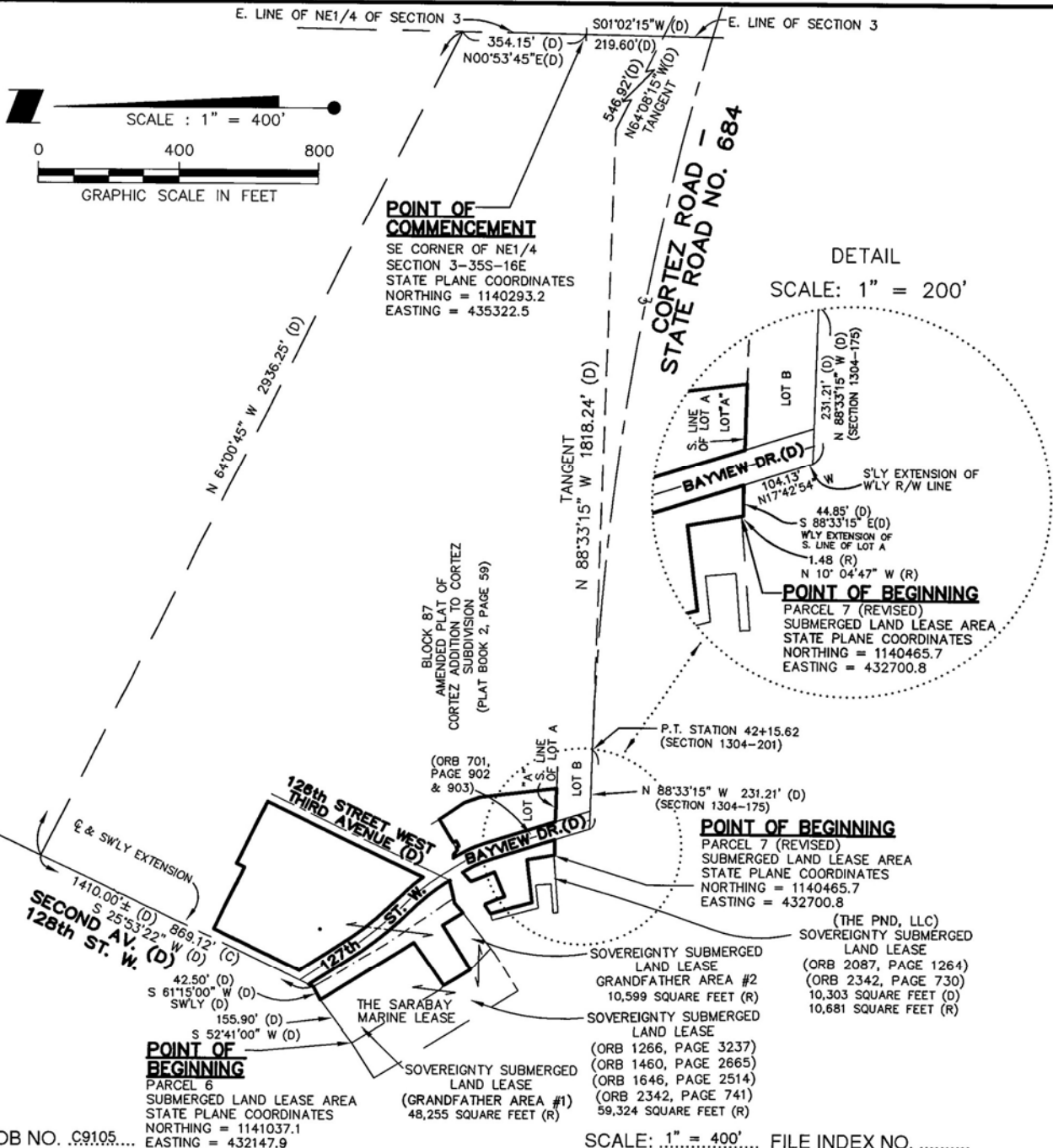
SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 21 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

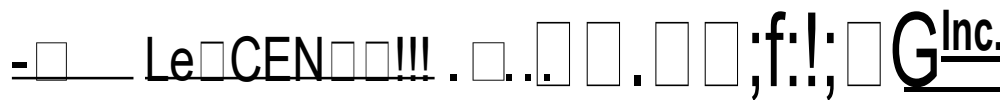
DATE: 11/14/18 REV. 6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA



JOB NO. C9105

SCALE: 1" = 400' FILE INDEX NO.



LEO MILLS, PSM 1735
 LEO MILLS, JR. - PSM 3513
 MEMBER: FLORIDA SURVEYING -
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620 8th AVENUE WEST, PALMETTO, FL 34221
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SPECIFIC PURPOSE SURVEY/FIELD SURVEY

(SHEET 22 OF 23)

FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.

DATE: 11/14/18 REV.6/7/19

SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	502.47'	61.32'	61.28'	N 40°45'43" W	06°59'33"
C2	929.30'	186.52'	186.21'	N 38°30'30" W	11°30'00"
C3	979.30'	196.56'	196.23'	S 38°30'30" E	11°30'00"
C4	452.47'	94.65'	94.47'	S 38°15'57" E	11°59'06"
C5	369.53'	93.89'	93.64'	N 24°59'39" W	14°33'30"
C6	319.53'	81.19'	80.97'	N 24°59'39" W	14°33'30"
C7	954.30'	191.54'	191.22'	S 38°30'30" E	11°30'00"
C8	477.47'	99.88'	99.70'	S 38°15'56" E	11°59'08"
C9	344.53'	87.54'	87.31'	S 24°59'39" E	14°33'30"

LINE TABLE

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 32°16'24" E	15.50'	L28	N 60°43'32" E	17.21'
L2	S 25°55'45" W	1.79'	L29	N 27°01'43" W	9.31'
L3	N 85°07'30" W	4.00'	L30	N 56°41'05" E	15.08'
L4	S 81°18'37" W	3.95'	L31	N 59°48'58" E	62.44'
L5	S 76°43'12" W	29.86'	L32	N 32°16'24" W(M	6.11' M
L6	S 77°39'51" W	29.22'		N 32°16'24" W(D	6.70' D
L7	S 50°59'33" W	14.53'	L33	S 48°49'46" W	5.79'
L8	S 32°15'20" E	1.12'	L34	S 30°31'46" W	8.10'
L9	S 50°51'33" W	22.86'	L35	S 50°04'23" W	9.10'
L10	N 32°17'52" W	67.87'	L36	S 65°42'17" W	7.33'
L11	S 58°00'40" W	152.34'	L37	S 47°17'39" W	6.03'
L12	N 32°06'05" W	48.41'	L38	S 22°21'04" E	48.14'
L13	N 30°51'44" W	40.95'	L39	S 22°11'38" E	24.66'
L14	N 55°33'13" E	56.24'	L40	S 67°48'38" W	20.44'
L15	N 55°33'13" E	95.05'	L41	S 66°45'03" W	35.91'
L16	N 32°45'21" W	95.93'	L42	S 64°20'17" W	20.62'
L17	N 32°23'49" W	36.40'	L43	N 19°58'54" W	26.17'
L18	N 32°34'58" W	181.82'	L44	N 23°16'40" W	33.98'
L19	N 58°09'29" E	22.08'	L45	N 77°48'14" W	4.59'
L20	N 65°47'55" E	21.50'	L46	S 55°17'26" W	27.99'
L21	N 25°39'07" E	14.93'	L47	S 15°44'43" E	68.14'
L22	N 32°16'24" W	6.53'	L48	S 14°51'58" E	55.34'
L23	S 86°06'19" E	0.85'	L49	N 83°04'25" E(M	125.08' M
L24	S 76°25'01" E	13.60'		S 82°57'52" W(R	125.12' D
L25	S 45°14'49" E	11.17'	L50	S 09°57'44" E(M1	80.57' M
L26	N 71°32'31" E	8.86'		S 10°04'47" E(D)	78.56' D
L27	S 26°52'48" E	8.06'			

JOB NO.....CIIHI.....

SCALE:tQ!L.... FILE INDEX NO.....

	Leo Mills & Associates, Inc. LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING 620 8th AVENUE WEST, PALMETTO, FL 34221 PHONE: (941)722-2460 FAX: (941)722-9640	LEO MILLS - PSM 1735 (RETIRED) LEO MILLS, JR. - PSM 3513 MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY
SPECIFIC PURPOSE SURVEY/FIELD SURVEY		
FOR: VANDYK SARASOTA MANAGEMENT COMPANY, INC.		DATE: 11/14/18 REV. 6/7/19
SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA		
LEGEND		
○ = 1/2" IRON ROD SET - LB 613 ○ REF = 1/2" IRON ROD SET - REF LB 613 N&T ⊙ = NAIL AND TAB SET - LB 613 ⊙ = TAB SET IN SEAWALL ● = IRON ROD FOUND (IRF) AS NOTED ● = IRON PIPE FOUND (IPF) AS NOTED ■ = 4" x 4" CONCRETE MONUMENT FOUND ⊗ = CROSS FOUND IN SEAWALL ⊙ = TAB FOUND IN SEAWALL REF = REFERENCE MONUMENT LB = LICENSED BUSINESS R/W = RIGHT-OF-WAY C# = INDICATES CURVE - SEE "CURVE DATA" (P) = PLAT (M) = MEASURED (D) = DEED (R) = REVISED (C) = CALCULATED P.I. = POINT OF INTERSECTION ℄ = CENTERLINE APPROX. = APPROXIMATE ORB = OFFICIAL RECORD BOOK DB = DEED BOOK PIN = MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER —○— = FENCE —□— = GUARD RAIL/HAND RAIL —///— = OVERHEAD UTILITY LINES ⊕→ = UTILITY POLE/WITH ANCHOR ⊕M = METER POLE FL. EL. = FLOOR ELEVATION MES = MITERED END SECTION FPL TP = FLORIDA POWER & LIGHT COMPANY TRANSFORMER PAD BFP = BACK FLOW PREVENTOR GTE = GENERAL TELEPHONE & ELECTRIC APPROX. MHWL = APPROXIMATE MEAN HIGH WATER LINE (SEE NOTE #11) FDH = FIRE DEPARTMENT HOOKUP	(TYP) = TYPICAL ▲ = WELL ∅ = SEWER CLEANOUT ⊙ = MANHOLE ⊗ = WATER VALVE ⊗ = FIRE HYDRANT OLP = LIQUID PROPANE TANK □WM = WATER METER □GI = GRATE INLET □VER = VERIZON PEDESTAL □VV = VERIZON VAULT □VB = VERIZON BOX □TP = GTE PEDESTAL □TS = GTE STANDARD □CB = CABLE BOX □EV = ELECTRIC VAULT ▬ = ASPHALT ▬ = CONC. = CONCRETE ▬ = SHELL ▬ = BRICK TILE ⊙ = BENCHMARKS: #1- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>3.43</u> FEET N.A.V.D. 1988 #2- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>6.63</u> FEET N.A.V.D. 1988 #3- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>10.39</u> FEET N.A.V.D. 1988 #4- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>2.96</u> FEET N.A.V.D. 1988 #5- TOP OF REFERENCE NAIL & TAB SET IN ASPHALT - ELEVATION = <u>3.11</u> FEET N.A.V.D. 1988	
SOURCE BENCH MARK: TIDAL BENCH MARK K254 1965-DISK FOUND AT EAST END OF CORTEZ BRIDGE-20.5' SOUTH OF THE CENTERLINE OF CORTEZ ROAD IN THE EAST END OF THE EAST CONCRETE ABUTMENT OF THE BRIDGE - ELEVATION = <u>13.90</u> FEET N.A.V.D. 1988		
JOB NO.C91Q5.....		SCALE:NONE..... FILE INDEX NO.

TEMPORARY USE AGREEMENT

BOT No. 410337453

This Temporary Use Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 20 ____, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as the "Board") and Manatee County, a political subdivision of the State of Florida" (hereinafter referred to as the "Applicant").

RECITALS:

- A. The Applicant desires to enter into this Agreement for the sovereign lands (hereinafter referred to as "lands") and water column adjacent to the Applicant's upland real property located at located at 4334 127th St. W., Cortez, Manatee County, Florida.
- B. An existing docking structure on the lands adjacent to Applicant's upland real property has been determined to be on State Lands and requires a lease modification for continued use of the docking structures.
- C. Applicant desires to obtain the consent of the Board to maintain and use the structures located on these lands.+
- D. The parties acknowledge that the application, approval and issuance of a sovereign lands lease may require a time period of several months.
- E. The Applicant desires to have the temporary use of the structures located on these lands during the processing and review of the Applicant's sovereign lands lease application.

1. The Applicant acknowledges and understands that the grant of this Agreement does not guarantee that the Board will grant the Applicant a lease or that the Department of Environmental Protection will recommend that a lease be granted.

2. The Applicant is hereby granted the temporary exclusive use of the structures located on these lands as depicted in Exhibit "A", consisting of approximately 15,443 square feet, waterward of Applicant's upland real property described above. This temporary exclusive use is for a term not to exceed one year from the date of execution of this Agreement through _____, or until the date of execution of a sovereign lands lease between the Board and the Applicant, whichever occurs first. The Applicant shall make no claim of title to or interest in the sovereign lands identified in Exhibit "A" solely by reason of occupancy or use thereof under this Agreement.

3. The existing structures can only be utilized as they were on the date of execution of this Agreement. In the event any part of any of these structures is determined by a final adjudication issued by a court of competent jurisdiction to encroach or interfere with riparian rights of the adjacent upland riparian owner, Applicant agrees to either obtain written consent for the offending structure from the affected adjacent upland riparian owner or 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 Agreement and be grounds for immediate termination of this Agreement at the sole option of the Board.

4. In the event that a sovereign lands lease application is not approved by the Board and executed by both parties prior to the expiration or sooner termination of this Agreement, and either the Applicant fails to timely submit the information concerning title as required herein, or the Board denies the Applicant's claim of title and the Applicant has not commenced an action to quiet title as specified herein, the Applicant shall remove all structures referenced herein from the sovereign lands at the Applicant's sole expense. The complete removal of the structures shall be accomplished within 180 days following the expiration or termination of this Agreement, whichever occurs first.

5. If the Applicant asserts title to the sovereign lands identified in Exhibit "A", the Applicant must submit an application, accompanied by all evidence upon which Applicant relies for the assertion of title, to the Division of State Lands ("DSL"), Department of Environmental Protection, within 90 days after the execution of this Agreement. DSL will review the application and accompanying evidence and give a response to Applicant as to whether the Board will assert title to the sovereign lands described in Exhibit "A". If DSL responds that the Board will assert title to said sovereign lands, the Applicant must file an appropriate action in circuit court within 90 days of DSL's response to obtain a legal determination of title to the sovereign lands. If DSL, after consultation with the Board, responds that the Board does not assert title to the sovereign lands, then the Applicant shall not have to apply for a sovereign lands lease, and that portion of the consideration representing lease fees and interest shall be refunded. If DSL, after its review, responds that the Board does not assert title to a portion of the sovereign lands, any consideration for that portion representing lease fees and interest will be refunded. Failure to submit the initial application and evidence within 90 days after execution of this Agreement, or failure to file the appropriate court action within 90 days after DSL's response, shall constitute a waiver by the Applicant of all of its claim of title to the sovereign lands and an acknowledgment that the Board owns the sovereign lands.

6. Applicant shall make initial application for a sovereign lands lease (modification) to the Board within 60 days of the execution of this Agreement and complete the application by no later than 120 days of the execution of this Agreement for the lands identified in Exhibit "A".

7. This Agreement is temporary in nature and may not be extended or modified except upon the express written agreement of the Board. No request for an extension of the Agreement shall be considered by the Board except upon a demonstration by the Applicant that the Applicant is in full compliance with the terms and conditions of this Agreement and has exercised due diligence in its efforts to procure a sovereign lands lease from the Board.

8. As a material condition of this Agreement, Applicant agrees to comply with all of the requirements of Chapters 253, 258, and 376, Florida Statutes, and the rules promulgated pursuant thereto. The Board has the right to immediately rescind this Agreement upon the failure of Applicant to comply with either the terms of this Agreement, the aforementioned Consent Order, statutes, rules, or any permits or exemptions. Upon written notice that the Board has exercised its right to rescind under this paragraph, Applicant shall cease and desist all activity authorized by this Agreement within the timeframe specified in the notice, or within twenty days of receipt of the notice if no timeframe is specified. Notice may be given by the Board by certified mail or hand delivery to: Manatee County, 1112 Manatee Ave W, Bradenton, FL 34205 or by posting the notice at the property described in Exhibit "A".

9. Applicant shall save and hold harmless and indemnify the Board, Department of Environmental Protection, and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for loss or damage to any property arising out of or connected with Applicant's occupation and use of these lands and the structures or activities located thereon. By execution of this Agreement, applicant waives any claim it may have against the Department of Environmental Protection concerning the submerged lands described on Exhibit "A" except as described in Paragraph 5 above. Applicant's hold harmless and indemnification obligations are subject to section 768.28, Florida Statutes' liability limitations to the extent applicable. Nothing herein shall be interpreted as a waiver of Applicant's sovereign immunity, or any additional rights or defenses it has under the law, to the extent applicable.

10. Applicant agrees that any litigation arising from matters relating to this Agreement between the Board and the Applicant shall be initiated and maintained only in Leon County, Florida.

11. This Agreement, and any rights and privileges contained herein, are for the sole benefit and use of the Applicant and shall not be assigned or transferred by the Applicant to any other party without the prior written consent of the Board, which consent shall not be unreasonably withheld.

12. The terms of this Agreement may be enforced by the Board notwithstanding that the authorization granted hereunder has expired.

Executed on the date first written above.

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

WITNESSES:

Original Signature

Printed/Typed Name

Original Signature

Printed/Typed Name

By: _____

Kelley M. Boatwright
Director of District Management,
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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, Director of District Management, _____ District, 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/She is personally known to me.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____
Commission/Serial No.: _____

MANATEE COUNTY, a political subdivision of the State of
Florida

By: Board of County Commissioners

Chairperson

Date

ATTN: ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: _____

Deputy Clerk

EXHIBIT "A"
LEGAL DESCRIPTION OF:

PARCEL 5

COMMENCE AT THE S.E. CORNER OF THE N.E. 1/4 OF SECTION 3, TOWNSHIP 35S., RANGE 16E.; THENCE S. 01° 02' 15" W. ALONG THE EAST LINE OF SAID SECTION 3, 219.60 FT. TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 684 (CORTEZ ROAD); THENCE N. 64° 08' 15" W. ALONG SAID CENTERLINE, AND TANGENT OF A CURVE TO THE LEFT, 546.92 FT. TO THE P.I. OF SAID CURVE; AND SAID CENTERLINE, 1818.24 FT. TO THE D.O.T. P.T. STATION 42+15.62 (SECTION 1304-201); THENCE CONTINUE N. 88° 33' 15" W. ALONG THE CENTERLINE OF SAID STATE ROAD NO. 684 (CORTEZ ROAD) (D.O.T. SECTION 1304-175), AND THE TANGENT OF A CURVE TO THE LEFT, 231.21 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY R/W OF "BAYVIEW DRIVE" AS DESCRIBED AND RECORDED IN O.R. BOOK 701, PAGE 902 AND 903, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N. 17° 42' 54" W. ALONG SAID WESTERLY R/W AND SOUTHERLY EXTENSION THEREOF, 104.13 FT. TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT "A", BLOCK 87 OF THE AMENDED PLAT OF CORTEZ SUBDIVISIONS RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A P.O.B.; THENCE CONTINUE N. 17° 42' 54" W. ALONG THE WESTERLY R/W OF SAID "BAYVIEW DRIVE", 195.51 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 319.53 FT.; THENCE NORTHWESTERLY, ALONG SAID R/W AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14° 33' 30", 81.19 FT. TO THE P.T. OF SAID CURVE; THENCE N. 32° 16' 24" W. ALONG SAID WESTERLY R/W 6.70 FT. TO THE INTERSECTION WITH THE OUTSIDE EDGE OF A CONCRETE SEAWALL; THENCE S. 46° 26' 39" W. ALONG THE OUTSIDE EDGE OF A CONCRETE SEAWALL, 35.51 FT.; THENCE S. 22° 08' 55" E. ALONG SAID SEAWALL 72.86 FT.; THENCE S. 66° 17' 22" W. ALONG SAID SEAWALL 76.23 FT.; THENCE N. 78° 37' 50" W. ALONG SAID SEAWALL, 80.03 FT.; THENCE N. 78° 37' 50" W. ALONG SAID SEAWALL, 4.94 FT.; THENCE S. 55° 06' 50" W. ALONG SAID SEAWALL, 28.64 FT.; THENCE S. 15° 35' 54" E. ALONG SAID SEAWALL 124.35 FT.; THENCE N. 82° 57' 52" E. ALONG SAID SEAWALL, 125.12 FT.; THENCE S. 10° 04' 47" E. ALONG SAID SEAWALL, 78.56 FT. TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT "A"; THENCE S. 88° 33' 15" E. ALONG SAID WESTERLY EXTENSION, 44.85 FT. TO THE P.O.B. BEING LYING IN SECTION 3, TOWNSHIP 35S., RANGE 16E., MANATEE COUNTY, FLORIDA.


KENNETH R. PALMER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4661
FLORIDA CERTIFICATE AUTHORIZATION NUMBER - 18-17758

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

JOB No. 182-620 LAND SURVEY

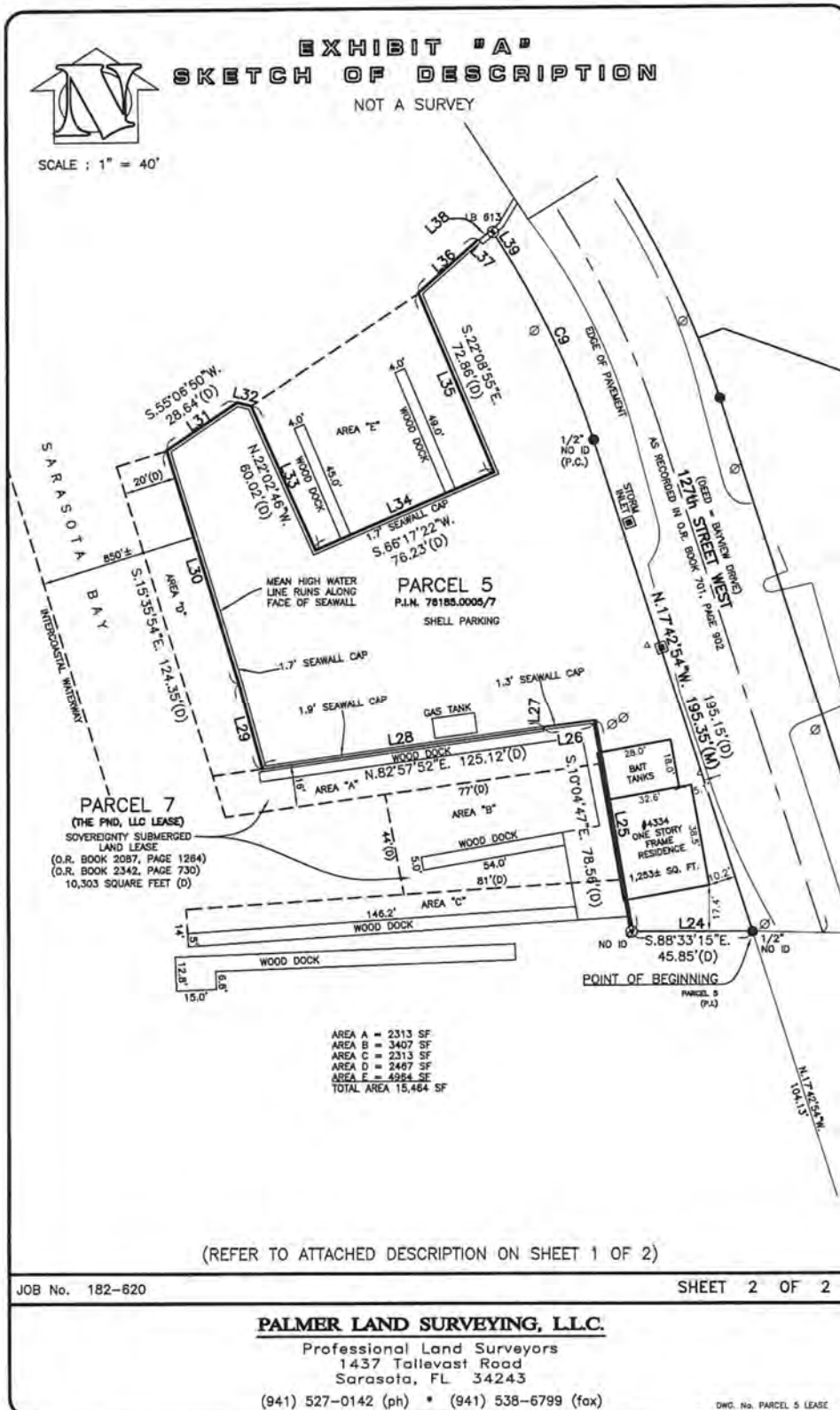
SHEET 1 OF 2

PALMER LAND SURVEYING, L.L.C.

Professional Land Surveyors
1437 Tallevast Road
Sarasota, FL 34243

(941) 527-0142 (ph) • (941) 538-6799 (fax)

DWG. No. PARCEL 5 LEASE



From: [Whittni Hodges](#)
To: [Sherri Swanson](#)
Cc: [Charlie Hunsicker](#); [Jeff Anthony](#); [Juliet Shepard](#); [Pamela DAgostino](#); [Bryan Parnell](#)
Subject: RE: Cortez Marina--TUA for BOT 410140533; Resp. to RLS No. FY24/25-0603
Date: Thursday, January 8, 2026 3:31:40 PM

Good Afternoon, Sherri,

Please allow this email to serve as my supplemental response to the referenced RLS, the original of which was sent back on September 29, 2025. FDEP agreed with our recommendation to enter into new temporary use agreements (TUAs) versus addenda to previous temporary use agreements that the County was not a party to. I reviewed the new TUAs which were provided to our office in PDF format. No specific legal issues or concerns were raised regarding the new TUAs. As advised previously, FDEP is reluctant to make changes to their form agreements. With this in mind, copies of the TUAs are attached hereto and contain our comments and recommended changes throughout. Since these TUAs are almost identical, the recommended changes/additions in the TUA concerning the property at 4110 127th Street West should be incorporated into the TUA concerning property at 4334 127th St. West, to the extent applicable.

Subject to resolution of the issues raised and the changes required, as outlined in the comments in the attached TUAs, the TUAs are legally sufficient for the Board's review and execution. Again, I offer no opinion as to the business judgment of the TUAs or the effect of same on any future land lease application. Should you have any additional questions or concerns, please do not hesitate to contact me. This concludes my response to your RLS.

Best Regards,

Whittni M. Hodges
Assistant County Attorney
Manatee County
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
941-745-3750
whittni.hodges@mymanatee.org

From: Sherri Swanson <sherri.swanson@mymanatee.org>
Sent: Wednesday, January 7, 2026 11:05 AM
To: Whittni Hodges <whittni.hodges@mymanatee.org>
Cc: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>; Jeff Anthony

<jeff.anthony@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>; Pamela DAgostino <pamela.dagostino@mymanatee.org>; Bryan Parnell <bryan.parnell@mymanatee.org>
Subject: RE: Cortez Marina--TUA for BOT 410140533; Resp. to RLS No. FY24/25-0603

Whittni,

Happy New Year.

Please see the new TUAs (attached) for your review.

Note that the Cortez Marina includes two TUAs that were transferred from the prior owner to Manatee County Gov.

These leases will enable Manatee County to keep the option to rebuild docks and boat slips over the water (i.e., lease area) should we choose to do this.

I know it has been a few months for FDEP to prepare these, so let me know if you have any questions or need additional information from us.

Best,
Sherri

Sherri Swanson, PWS, GTA | Ecological & Marine Resources Division Manager
Manatee County Government | Natural Resources Department
1022 26th Ave. E
Bradenton, FL 34208
Office: (941) 792-8811 ext. 8073
Cell: (941) 290-8029
mymanatee.org

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From: Whittni Hodges <whittni.hodges@mymanatee.org>

Sent: Monday, October 27, 2025 3:28 PM

To: Sherri Swanson <sherri.swanson@mymanatee.org>

Cc: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>; Jeff Anthony

<jeff.anthony@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>; Pamela DAgostino <pamela.dagostino@mymanatee.org>; Bryan Parnell <bryan.parnell@mymanatee.org>
Subject: RE: Cortez Marina--TUA for BOT 410140533; Resp. to RLS No. FY24/25-0603

Hi Sherri—thank you for the update. You can submit the new TUAs under this RLS once received from FDEP. Thanks!

Best Regards,

Whittni M. Hodges
Assistant County Attorney
Manatee County
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
941-745-3750
whittni.hodges@mymanatee.org

From: Sherri Swanson <sherri.swanson@mymanatee.org>
Sent: Monday, October 27, 2025 3:23 PM
To: Whittni Hodges <whittni.hodges@mymanatee.org>
Cc: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>; Jeff Anthony <jeff.anthony@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>; Pamela DAgostino <pamela.dagostino@mymanatee.org>; Bryan Parnell <bryan.parnell@mymanatee.org>
Subject: RE: Cortez Marina--TUA for BOT 410140533; Resp. to RLS No. FY24/25-0603

Whittni,

I wanted to follow up to let you know that we have been communicating with the FDEP regarding the TUAs.

They have decided to move forward with new TUAs rather than amended. They are drafting the updated documents now.

I will share once received.

Will this be reviewed under this open RLS or will a new request be required?

Thank you,
Sherri

Sherri Swanson, PWS, GTA | Ecological & Marine Resources Division Manager
Manatee County Government | Natural Resources Department
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Bradenton, FL 34208
Office: (941) 792-8811 ext. 8073

Cell: (941) 290-8029
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From: Whittni Hodges <whittni.hodges@mymanatee.org>
Sent: Monday, September 29, 2025 11:09 AM
To: Sherri Swanson <sherri.swanson@mymanatee.org>
Cc: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>; Jeff Anthony <jeff.anthony@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>; Pamela DAgostino <pamela.dagostino@mymanatee.org>; Bryan Parnell <bryan.parnell@mymanatee.org>
Subject: Cortez Marina--TUA for BOT 410140533; Resp. to RLS No. FY24/25-0603

Good Morning, Sherri,

Please allow this email to serve as our response to the referenced RLS which sought the legal sufficiency review of a proposed addendum between the County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Board") to a temporary use agreement for state owned sovereign lands (the "Addendum"). It is my understanding that the County purchased property formerly known as the "Seafood Shack Marina" (the "Property") on December 31, 2024. At the time of purchase, Van Dyk 1st Gulf Coast Marina, LLC was a party to a temporary use agreement with the Board for the sovereign lands beneath the upland waters within the Property—this TUA expired on April 5, 2025 (the "TUA"). The purpose of the TUA is to allow continued use of the sovereign lands (as they are being used at the time of execution of the TUA), while the property owner applies for a requisite sovereign lands lease with the Board.

I was advised that FDEP, on behalf of the Board, suggested that the County enter into an addendum to the original TUA, even though the County was not a party to the original TUA and the original TUA expired almost 6 months ago. Given this, I recommend that the County enter into a new TUA with the Board. If that's not possible, I recommend making changes to the Addendum as described in the comments in the attached Addendum. Please note that the original TUA requires the County to continue to use the subject structures as they were being used as of April 5, 2024, when Vandyk entered into the original TUA.

Subject to resolution of the issues raised in my comments to the attached, the Addendum is legally sufficient for the Board's consideration. I offer no opinions as to the business judgment of this Addendum. This concludes my response to your RLS. Should you have any additional questions or concerns, please do not hesitate to contact me.

Best Regards,

Whittni M. Hodges
Assistant County Attorney
Manatee County
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
941-745-3750
whittni.hodges@mymanatee.org

Sherri Swanson

From: Whittni Hodges
Sent: Monday, March 16, 2026 8:34 AM
To: Sherri Swanson
Cc: Juliet Shepard
Subject: RE: Temporary Use Agreement - Manatee County - BOT 410140533 and Cortez Marina - BOT 410337453

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning, Sherri,

Unless you have a something specific you need me to review, I don't believe I need to review these again. I trust the changes that I mentioned were incorporated. Thanks!

Best Regards,

Whittni M. Hodges
Assistant County Attorney
Manatee County
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
941-745-3750
whittni.hodges@mymanatee.org

From: Sherri Swanson <sherri.swanson@mymanatee.org>
Sent: Monday, March 16, 2026 7:07 AM
To: Whittni Hodges <whittni.hodges@mymanatee.org>
Cc: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>
Subject: FW: Temporary Use Agreement - Manatee County - BOT 410140533 and Cortez Marina - BOT 410337453

Good morning, Whittni,

I believe these are ready to go. If you agree, we will prepare to get this to the BOCC.

Thank you,
Sherri

Sherri Swanson, PWS, GTA | Ecological & Marine Resources Division Manager
Manatee County Government | Natural Resources Department
1022 26th Ave. E
Bradenton, FL 34208
Office: (941) 792-8811 ext. 8073
Cell: (941) 290-8029
mymanatee.org

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From: Alvaro, Stephanie <Stephanie.Alvaro@FloridaDEP.gov>
Sent: Wednesday, March 11, 2026 2:42 PM
To: Sherri Swanson <sherri.swanson@mymanatee.org>
Cc: McGovern, Hannah <Hannah.McGovern@FloridaDEP.gov>; Grady Timmins <gtimmins@cecifl.com>
Subject: RE: Temporary Use Agreement - Manatee County - BOT 410140533 and Cortez Marina - BOT 410337453

CAUTION: This email originated from an external source.
Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.

Good afternoon Sherri,

I can confirm that the Title is different from the application for the lease. I have made all other changes. Let me know if you have any further questions.

Thank you,



Stephanie Alvaro
Environmental Consultant
Florida Department of Environmental Protection
Southwest District
Stephanie.Alvaro@FloridaDEP.gov
Office: 813-470-5918

From: Sherri Swanson <sherri.swanson@mymanatee.org>
Sent: Tuesday, February 17, 2026 2:43 PM
To: Alvaro, Stephanie <Stephanie.Alvaro@FloridaDEP.gov>
Cc: McGovern, Hannah <Hannah.McGovern@FloridaDEP.gov>; Grady Timmins <gtimmins@cecifl.com>
Subject: FW: Temporary Use Agreement - Manatee County - BOT 410140533 and Cortez Marina - BOT 410337453

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Hi Stephanie,

Excuse the delay getting this back to you.

The County attorney had two minor edits and a clarification question (same on both TUAs). Following resolution, we will be able to move this forward to the BOCC.

Thank you for working with Manatee County on this.

Grady, I am bringing you in on the conversation since we will need to coordinate next steps soon.

Sherri

Sherri Swanson, PWS, GTA | Ecological & Marine Resources Division Manager
Manatee County Government | Natural Resources Department
1022 26th Ave. E
Bradenton, FL 34208
Office: (941) 792-8811 ext. 8073
Cell: (941) 290-8029
mymanatee.org

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From: Whittni Hodges <whittni.hodges@mymanatee.org>
Sent: Friday, February 13, 2026 1:02 PM
To: Sherri Swanson <sherri.swanson@mymanatee.org>
Cc: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>
Subject: RE: Temporary Use Agreement - Manatee County - BOT 410140533 and Cortez Marina - BOT 410337453

Hi Sherri,

I reviewed these only to make sure my recommended changes were incorporated.

For TUA 410337453:

- sentence regarding section 768.28 and sovereign immunity wasn't added to paragraph 9.
- For Paragraph 5, confirm application for title is not same as application for land lease. if it is, then change 90 days to 120 days for DL to file application so it's consistent with paragraph 6 (once in first sentence and once in last sentence of paragraph 5);

For TUA 410140533:

- For Paragraph 5, confirm application for title is not same as application for land lease. if it is, then change 90 days to 120 days for DL to file application so it's consistent with paragraph 6 (once in first sentence and once in last sentence of paragraph 5);

- Paragraph 9—second to last sentence should be “Applicant’s” not “Applicants”

Otherwise, it looks like all of my recommended changes were incorporated that FDEP would agree to.
Thanks!

Best Regards,

Whittni M. Hodges
Assistant County Attorney
Manatee County
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
941-745-3750
whittni.hodges@mymanatee.org

From: Sherri Swanson <sherri.swanson@mymanatee.org>
Sent: Wednesday, February 11, 2026 12:48 PM
To: Whittni Hodges <whittni.hodges@mymanatee.org>
Cc: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>
Subject: FW: Temporary Use Agreement - Manatee County - BOT 410140533 and Cortez Marina - BOT 410337453

Good afternoon, Whittni

Please see the attached TUAs that were revised to address comments.
If you feel these are legally sufficient, we will start the process to get these to the BOCC to request signature.

Thank you for your help.
Sherri

Sherri Swanson, PWS, GTA | Ecological & Marine Resources Division Manager
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From: Alvaro, Stephanie <Stephanie.Alvaro@FloridaDEP.gov>

Sent: Wednesday, February 11, 2026 10:12 AM

To: Sherri Swanson <sherri.swanson@mymanatee.org>

Cc: Charlie Hunsicker <charlie.hunsicker@mymanatee.org>; McGovern, Hannah <Hannah.McGovern@FloridaDEP.gov>

Subject: RE: Temporary Use Agreement - Manatee County - BOT 410140533 and Cortez Marina - BOT 410337453

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Hello Sherri,

I have attached the revised Tuas. Please review and let me know if you have any additional questions.

Thank you!

Comment responses across both TUAs:

1. This needs to be changed to "Manatee County, a political subdivision of the State of Florida"
 - a. Language changed
2. Looks like there is missing language here after the Recitals.
 - a. After reviewing the template, there is no missing language here
3. I don't see any reference to any payment obligation
 - a. This sentence was removed
4. Is all the property described in the attachments subject to this TUA?
 - a. Yes, the survey only includes the lease area for this Lease
5. This is likely too tight for us given our county BOCC and legal approval processes.
 - a. Additional time was granted on both TUAs
6. This sentence is technically duplicative to the sentence immediately prior
 - a. Sentence was combined