

This Instrument Prepared By:  
Lisa-Marie Raulerson  
Action No. 52343  
Bureau of Public Land Administration  
3800 Commonwealth Boulevard  
Mail Station No. 130  
Tallahassee, Florida 32399

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

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 410363853  
PA NO. 41-0319737-008-EI

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

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

A parcel of sovereignty submerged land in Section 28, Township 34 South, Range 16 East, in Anna Maria Sound, Manatee County, Florida, containing 244,274 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 7, 2025.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from December 17, 2025, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 6-slip public docking facility with boat ramp and parking lot to be used exclusively for mooring of recreational vessels in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 41-0319737-008-EI, dated February 18, 2026, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

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

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

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

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

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

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

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

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

Manatee County, Florida  
Attn: County Administrator  
1112 Manatee Avenue West  
Bradenton, Florida 34205

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

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

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

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

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

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

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

16. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense.

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

18. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 19 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee.

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

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

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

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

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

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

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

26. SPECIAL LEASE CONDITIONS:

A. Mooring at this docking facility is temporary and transient in nature and mooring between the hours of midnight and 5:00 a.m. is prohibited. This docking facility shall be made available to the general public on a first come, first served basis each day when this docking facility opens.

B. The Lessee shall provide recycling bins for the separation and recycling of monofilament line.

C. Within 30 days after the completion of construction of the docking facility, Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

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

E. The Lessee hereby agrees to vacate that portion of the leased premises that may be needed in the future by the State of Florida Department of Transportation in any expansion or design changes associated with the right-of-way requirements of State Road 64 and to execute a partial release of the lease. The Lessee shall be required to remove all improvements located within the vacated portions of the leased premises at its sole cost and expense.

F. The Lessee shall provide a survey upon renewal of the lease instrument.

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

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

WITNESSES:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: 3800 Commonwealth Blvd.

Tallahassee, FL 32399

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: 3800 Commonwealth Blvd.

Tallahassee, FL 32399

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

(SEAL)

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

Bradley Perry, Director, Division of State Lands State of  
Florida Department of Environmental Protection, as  
agent for and on behalf of the Board of Trustees of the  
Internal Improvement Trust Fund of the State of Florida

Florida Department of Environmental Protection  
Division of State Lands  
3800 Commonwealth Blvd  
Tallahassee, FL 32399

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bradley Perry, Director, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



7/14/2026

DEP Attorney

Date

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

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

My Commission Expires:

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

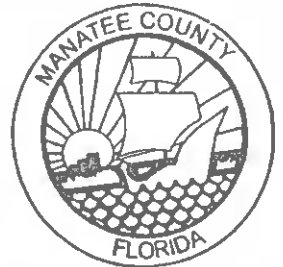
WITNESSES:

Manatee County, Florida (SEAL)  
By its Board of County Commissioners

Signature: [Signature]  
Printed Name: Quantana Acevedo  
Address: 5925 36th St W  
Bradenton, FL 34210  
Signature: [Signature]  
Printed Name: Robin TOTH  
Address: 4545-33rd Ct. E.  
Bradenton, FL 34203

BY: Tal  
Original Signature of Executing Authority 9/22/26  
Tal Siddique  
Typed/Printed Name of Executing Authority  
Chairperson  
Title of Executing Authority

Manatee County, Florida  
Attn: County Administrator  
1112 Manatee Avenue West  
Bradenton, Florida 34205



"LESSEE"

STATE OF Florida  
COUNTY OF Manatee

Attest: Angelina Colonnese  
Clerk of the Circuit Court and Comptroller

By: [Signature]  
Deputy Clerk

22nd The foregoing instrument was acknowledged before me by means of X physical presence or    online notarization this day of September, 2026, by Tal Siddique, as Chairperson, for and on behalf of Board of County Commissioners of Manatee County, Florida. He is personally known to me or who has produced    as identification.

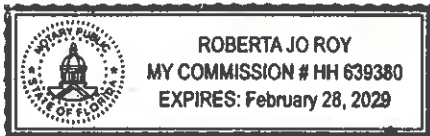
My Commission Expires: 2/28/2029

[Signature]  
Signature of Notary Public

Notary Public, State of Florida

Robert Jo Roy  
Printed, Typed or Stamped Name

Commission/Serial No. HH 639380



## Sketch and Description:

### Legal Description:

THIS IS NOT A SURVEY

BSM: 

DATE: 10/8/25

A PORTION OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF U.S. GOVERNMENT LOT 2 OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH 00°40'14" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 503.47 FEET TO AN INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 64 (SECTION 1315-175 & 13150-2524); THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO COURSES: (1) NORTH 89°10'46" EAST, A DISTANCE OF 840.90 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 17188.73 FEET; (2) EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°22'54" WITH A CHORD BEARING NORTH 89°22'13" EAST, A DISTANCE OF 114.50 FEET TO AN INTERSECTION WITH THE GOVERNMENT MEANDER LINE PLOTTED FROM THE TOWNSHIP MAP PREPARED FROM FIELD NOTES OF J. P. APHORP DATED JANUARY 1876; THENCE ALONG SAID MEANDER LINE THE FOLLOWING TWO COURSES (1) NORTH 36°09'52" WEST, A DISTANCE OF 63.58 FEET TO THE POINT OF BEGINNING; (2) CONTINUE NORTH 36°09'52" WEST, A DISTANCE OF 132.12 FEET TO AN INTERSECTION WITH THE EAST LINE OF WESTBAY COVE CONDOMINIUM 1 AS PER THE PLAT THEREOF AS RECORDED IN CONDOMINIUM BOOK 3, PAGE 66 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 00°43'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 84.95 FEET TO THE APPROXIMATE MEAN HIGH WATER LINE OF ANNA MARIA SOUND; THENCE SOUTH 78°52'11" EAST ALONG SAID APPROXIMATE MEAN HIGH WATER LINE, A DISTANCE OF 430.77 FEET; THENCE SOUTH 88°10'06" EAST ALONG SAID APPROXIMATE MEAN HIGH WATER LINE, A DISTANCE OF 456.25 FEET; THENCE DEPARTING SAID APPROXIMATE MEAN HIGH WATER LINE NORTH 05°28'11" EAST, A DISTANCE OF 42.29 FEET; THENCE SOUTH 84°23'33" EAST, A DISTANCE OF 140.30 FEET; THENCE NORTH 05°28'59" EAST, A DISTANCE OF 12.93 FEET; THENCE SOUTH 84°31'01" EAST, A DISTANCE OF 58.35 FEET; THENCE NORTH 05°28'59" EAST, A DISTANCE OF 26.11 FEET; THENCE SOUTH 84°31'01" EAST, A DISTANCE OF 79.61 FEET; THENCE SOUTH 05°28'59" WEST, A DISTANCE OF 39.04 FEET; THENCE SOUTH 84°19'33" EAST, A DISTANCE OF 168.41 FEET; THENCE SOUTH 04°45'17" WEST, A DISTANCE OF 34.36 FEET TO A POINT LYING ON SAID APPROXIMATE MEAN HIGH WATER LINE; THENCE ALONG SAID LINE RUN SOUTH 79°39'55" EAST, A DISTANCE OF 149.56 FEET; THENCE SOUTH 84°21'22" EAST, A DISTANCE OF 455.45 FEET; THENCE DEPARTING SAID APPROXIMATE MEAN HIGH WATER LINE, RUN SOUTH 04°43'47" WEST A DISTANCE OF 89.77 FEET; THENCE NORTH 65°38'32" WEST, A DISTANCE OF 56.45 FEET; THENCE NORTH 85°50'18" WEST, A DISTANCE OF 52.12 FEET; THENCE NORTH 85°41'21" WEST, A DISTANCE OF 51.91 FEET; THENCE NORTH 85°50'17" WEST, A DISTANCE OF 104.22 FEET; THENCE NORTH 88°46'07" WEST, A DISTANCE OF 58.61 FEET; THENCE NORTH 86°29'59" WEST, A DISTANCE OF 71.54 FEET; THENCE SOUTH 3°38'45" WEST, A DISTANCE OF 10.64 FEET; THENCE NORTH 86°38'00" WEST, A DISTANCE OF 37.22 FEET; THENCE NORTH 86°12'45" WEST, A DISTANCE OF 117.16 FEET; THENCE NORTH 86°30'25" WEST, A DISTANCE OF 162.53 FEET; THENCE NORTH 86°54'55" WEST, A DISTANCE OF 45.27 FEET; THENCE NORTH 86°23'19" WEST, A DISTANCE OF 111.97 FEET; THENCE NORTH 88°16'33" WEST, A DISTANCE OF 220.34 FEET; THENCE NORTH 88°43'17" WEST, A DISTANCE OF 145.17 FEET; THENCE NORTH 88°33'41" WEST, A DISTANCE OF 105.47 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 38°21'15" EAST AT A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°13'53" WITH A CHORD BEARING NORTH 42°31'48" WEST, A DISTANCE OF 15.91 FEET; THENCE SOUTH 89°54'47" WEST, A DISTANCE OF 126.92 FEET; THENCE SOUTH 89°24'30" WEST, A DISTANCE OF 12.41 FEET; THENCE NORTH 89°19'24" WEST, A DISTANCE OF 42.67 FEET; THENCE NORTH 77°42'54" WEST, A DISTANCE OF 70.15 FEET; THENCE NORTH 88°46'47" WEST, A DISTANCE OF 39.42 FEET; THENCE SOUTH 89°58'31" WEST, A DISTANCE OF 203.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 244,274 SQ FT OR 5.61 ACRES MORE OR LESS.

### Abbreviation Legend:

|      |                            |      |                                        |      |                              |        |                     |
|------|----------------------------|------|----------------------------------------|------|------------------------------|--------|---------------------|
| (BB) | - BEARING BASIS            | FS   | - FLORIDA STATUTE                      | POC  | - POINT OF COMMENCEMENT      | R/W    | - RIGHT-OF-WAY      |
| C    | - CHORD                    | FDOT | - FLORIDA DEPARTMENT OF TRANSPORTATION | POL  | - POINT ON LINE              | SEC 28 | - SECTION 28        |
| (CB) | - CALCULATED               | PC   | - POINT OF CURVATURE                   | PRC  | - POINT OF REVERSE CURVATURE | SD     | - SQUARE            |
| CB   | - CHORD BEARING            | PCC  | - POINT OF COMPOUND CURVATURE          | PT   | - POINT OF TANGENCY          | SQ FT  | - SQUARE FEET       |
| C/L  | - CENTERLINE               | PG   | - PAGE                                 | R18E | - RANGE 18 EAST              | TB     | - TANGENT BEARING   |
| A    | - DELTA                    | PGS  | - PAGES                                | R    | - RADIUS                     | T34S   | - TOWNSHIP 34 SOUTH |
| (D)  | - DESCRIPTION              | PI   | - POINT OF INTERSECTION                | RAD  | - RADIAL                     | (TYP)  | - TYPICAL           |
| (L)  | - ARC LENGTH               | POB  | - POINT OF BEGINNING                   | REC  | - RECOVERED                  | UE     | - UTILITY EASEMENT  |
| LB#  | - LICENSED BUSINESS NUMBER |      |                                        | REV  | - REVISION                   | US     | - UNITED STATES     |
| NT   | - NON-TANGENT              |      |                                        | RP   | - RADIUS POINT               | W/     | - WITH              |
| ORB  | - OFFICIAL RECORDS BOOK    |      |                                        |      |                              |        |                     |



### Surveyor's Notes:

- COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE LINE BETWEEN TWO STATE PLANE CONTROL POINTS HAVING A CALCULATED BEARING OF S 54°59'32" E (SEE DETAIL).
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.
- STATE PLANE INFORMATION SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (1999) USING CONTROL POINTS FROM THE NGS DATA SHEETS PUBLISHED AT WWW.LABINS.ORG AND ARE AS FOLLOWS:  
FLORIDA WEST ZONE

- A.) DESIGNATION # GIS 103, PID #AG9208 = N 1,150,518.57 FEET, E 426,794.97 FEET  
B.) DESIGNATION # M 087, PID #AG9192 = N 1,137,113.95 FEET, E 445,933.21 FEET

THE EQUIPMENT USED TO TRANSFER THE STATE PLANE INFORMATION FROM THE ABOVE REFERENCED CONTROL POINTS TO THE SUBJECT SKETCH WAS A TOPCON GPS HIPER V.

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC)

5J-17.062(3) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL J. KATREK, PSM, 6233 ON 10/7/2025 PER 5J-17.062(2)

For the Firm By:



Paul J Katrek  
2025.10.07.10:  
20:46-04'00'

Paul J. Katrek  
Professional Surveyor and Mapper  
Florida Registration No. 6233

|                                       |                          |
|---------------------------------------|--------------------------|
| Eng. = ENGINEERING                    | L.B. = LICENSED BUSINESS |
| C.O.A. = CERTIFICATE OF AUTHORIZATION | Arch. = ARCHITECTURAL    |
| Landscap. = LANDSCAPE                 | NA = NOT APPLICABLE      |
| No. = NUMBER                          | P.O. = POST OFFICE       |
|                                       | © = COPYRIGHT            |

NOT VALID WITHOUT  
SHEETS 1 THROUGH 3 OF 3.

Drawn by: PJK

Date: 8/14/2023

Job No. M13113

Scale: N/A

File: M13113.DWG



**Building Better  
Communities Together**

500 West Fulton Street  
Sanford, FL 32771  
Ph: 407.322.6841

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**KING FISH BOAT RAMP**  
SECTION 28-TOWNSHIP 34 SOUTH-RANGE 16 EAST  
MANATEE COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

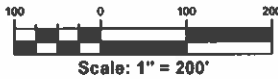
Sheet

**1**

1 of 3

# Sketch and Description:

THIS IS NOT A SURVEY



**POC**  
NE CORNER OF  
US GOVERNMENT  
LOT 2 OF  
SEC 28, T34S, R16E (D)  
NO CORNER FND

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | BEARING       | LENGTH  |
| L1         | N 36°09'52" W | 132.12' |
| L2         | N 00°43'37" W | 84.95'  |
| L3         | S 78°52'11" E | 430.77' |
| L4         | S 88°10'06" E | 456.25' |
| L5         | N 05°28'11" E | 42.29'  |

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | BEARING       | LENGTH  |
| L6         | S 84°23'33" E | 140.30' |
| L29        | N 88°16'33" W | 220.34' |
| L30        | N 88°43'17" W | 145.17' |
| L31        | N 88°33'41" W | 105.47' |
| L32        | S 89°54'47" W | 126.92' |

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | BEARING       | LENGTH  |
| L33        | S 89°24'30" W | 12.41'  |
| L34        | N 89°19'24" W | 42.67'  |
| L35        | N 77°42'54" W | 70.15'  |
| L36        | N 88°46'47" W | 39.42'  |
| L37        | S 89°58'31" W | 203.83' |

| CURVE TABLE |           |        |        |        |               |
|-------------|-----------|--------|--------|--------|---------------|
| CURVE       | DELTA     | LENGTH | RADIUS | CHORD  | CHORD BEARING |
| C1          | 18°13'53" | 15.91' | 50.00' | 15.84' | N 42°31'48" W |

**E 6TH AVE**

S 00°40'14" E (D) 503.47'  
S 00°45'27" E

PARCEL ID: 7400410002  
OWNER: WESTBAY COVE  
CONDOMINIUM  
ADDRESS: 600 MANATEE AVE  
HOLMES BEACH, FL 34217  
WESTBAY COVE  
CONDOMINIUM PH I  
CONDOMINIUM  
BOOK 3, PG 66

ANNA MARIA SOUND

APPROXIMATE MEAN HIGH WATER LINE  
OF ANNA MARIA SOUND (D)

**SUBJECT PARCEL**

E LINE OF  
WESTBAY COVE  
CONDOMINIUM I  
CONDOMINIUM  
BOOK 3, PG 66

GOVERNMENT MEANDER  
LINE (D)

CONTAINING 244,274 SQ FT  
OR 5.61 ACRES±

RADIUS POINT  
N 38°21'15" E  
50.00'

RIGHT-OF-WAY

N 89°05'33" E (C)  
N 89°10'46" E 840.90' (D)  
852.05' (R/W MAP)

C/L OF STATE ROAD NO. 64  
(PER FDOT R/W MAP SECTIONS  
1315-175 & 13150-2524)

Δ = 0°22'54"  
R = 17188.73'  
C = 114.50'  
L = 114.50'  
CB = N 89°22'13" E (D)  
N 89°17'00" E (C)

**POB**

STATE PLANE  
INFORMATION  
N: 1150603.5782  
E: 427429.1382

**STATE ROAD 64  
(MANATEE AVENUE WEST)**

(R/W WIDTH VARIES,  
SECTION #1315-175 & 13150-2524,  
DATED 4/1/09)

INTERSECTION W/ THE GOVERNMENT MEANDER LINE  
PLOTTED FROM THE TOWNSHIP MAP PREPARED FROM  
FIELD NOTES OF J. P. APTHORP DATED 1/1876

PI  
E LINE OF US GOVERNMENT  
LOT 2 W/ C/L OF  
STATE ROAD NO. 64  
(FDOT R/W MAP  
SECTIONS 1315-175  
& 13150-2524)

MATCHLINE - SEE SHEET 3 OF 3

TITLE BLOCK ABBREVIATIONS  
Eng. = ENGINEERING L.B. = LICENSED BUSINESS  
C.O.A. = CERTIFICATE OF AUTHORIZATION Archt. = ARCHITECTURAL  
Landscape = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED  
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

NOT VALID WITHOUT  
SHEETS 1 THROUGH 3 OF 3.

Date: 8/14/2023

Job No. M13113

Drawn by: PJK

Scale: 1" = 200'

File: M13113.DWG

**cph**

**Building Better  
Communities Together**

500 West Fulton Street  
Sanford, FL 32771  
Ph: 407.322.6841

www.cphcorp.com

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**KING FISH BOAT RAMP**

SECTION 28-TOWNSHIP 34 SOUTH-RANGE 16 EAST  
MANATEE COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

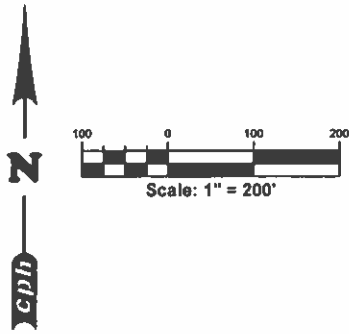
Sheet

**2**

2 of 3

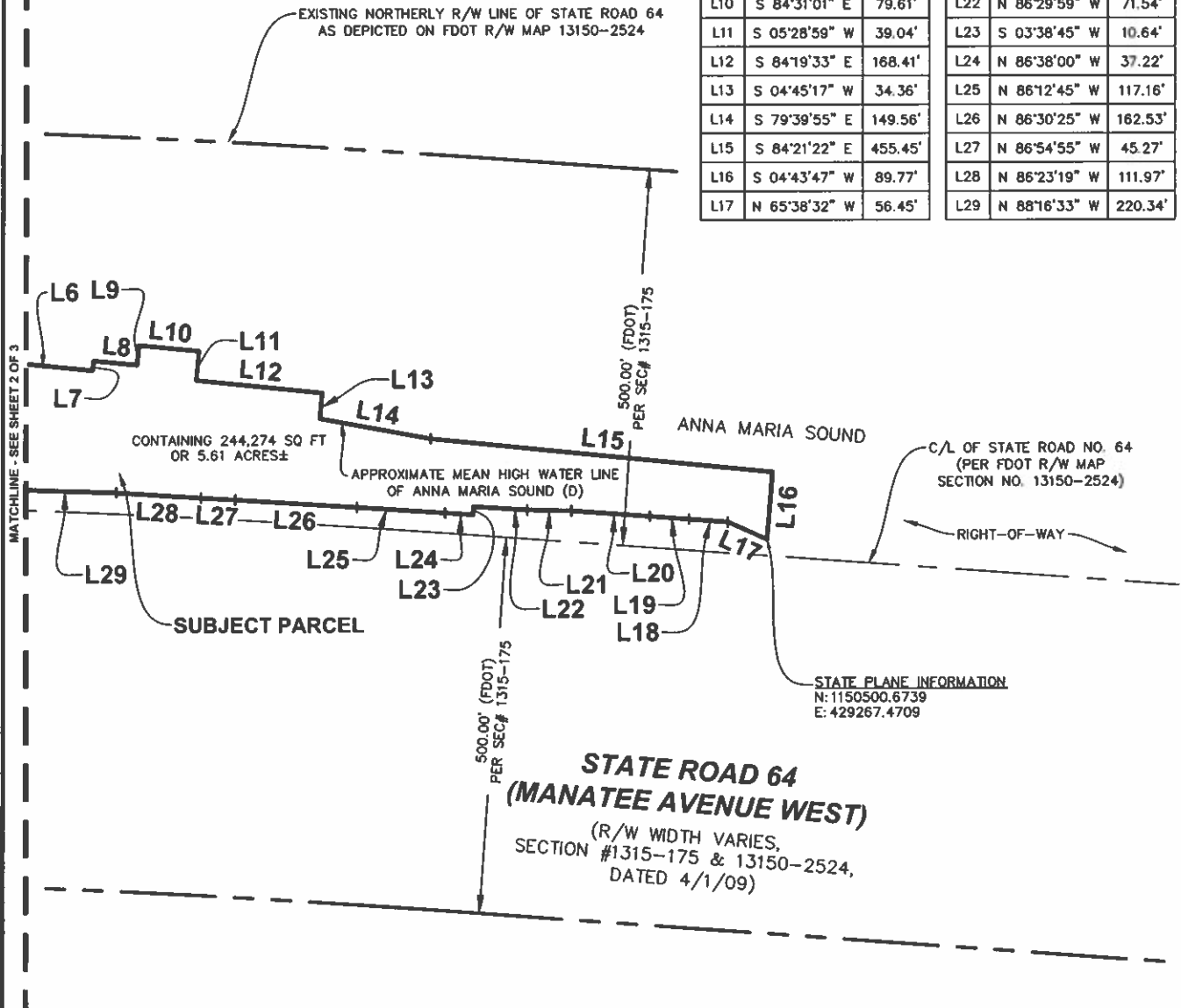
# Sketch and Description:

THIS IS NOT A SURVEY



| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | BEARING       | LENGTH  |
| L6         | S 84°23'33" E | 140.30' |
| L7         | N 05°28'59" E | 12.93'  |
| L8         | S 84°31'01" E | 58.35'  |
| L9         | N 05°28'59" E | 26.11'  |
| L10        | S 84°31'01" E | 79.61'  |
| L11        | S 05°28'59" W | 39.04'  |
| L12        | S 84°19'33" E | 168.41' |
| L13        | S 04°45'17" W | 34.36'  |
| L14        | S 79°39'55" E | 149.56' |
| L15        | S 84°21'22" E | 455.45' |
| L16        | S 04°43'47" W | 89.77'  |
| L17        | N 65°38'32" W | 56.45'  |

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | BEARING       | LENGTH  |
| L18        | N 85°50'18" W | 52.12'  |
| L19        | N 85°41'21" W | 51.91'  |
| L20        | N 85°50'17" W | 104.22' |
| L21        | N 88°46'07" W | 58.61'  |
| L22        | N 86°29'59" W | 71.54'  |
| L23        | S 03°38'45" W | 10.64'  |
| L24        | N 86°38'00" W | 37.22'  |
| L25        | N 86°12'45" W | 117.16' |
| L26        | N 86°30'25" W | 162.53' |
| L27        | N 86°54'55" W | 45.27'  |
| L28        | N 86°23'19" W | 111.97' |
| L29        | N 88°16'33" W | 220.34' |



|                                                                                                                                                                                                                                                                                 |  |                                                                                                     |  |                             |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------|--|-----------------------------|----------------|
| <b>TITLE BLOCK ABBREVIATIONS</b><br>Eng. = ENGINEERING    L.B. = LICENSED BUSINESS<br>C.O.A. = CERTIFICATE OF AUTHORIZATION    Archt. = ARCHITECTURAL<br>Landscp. = LANDSCAPE    N/A = NOT APPLICABLE    Lic. = LICENSED<br>No. = NUMBER    P.O. = POST OFFICE    © = COPYRIGHT |  | NOT VALID WITHOUT<br>SHEETS 1 THROUGH 3 OF 3.                                                       |  | Date: 8/14/2023             | Job No. M13113 |
| Drawn by: PJK                                                                                                                                                                                                                                                                   |  | Scale: 1" = 200'                                                                                    |  | File: M13113.DWG            |                |
| <br><b>Building Better Communities Together</b><br>500 West Fulton Street<br>Sanford, FL 32771<br>Ph: 407.322.6841<br>www.cphcorp.com                                                        |  | <b>KING FISH BOAT RAMP</b><br>SECTION 28-TOWNSHIP 34 SOUTH-RANGE 16 EAST<br>MANATEE COUNTY, FLORIDA |  | Sheet<br><b>3</b><br>3 of 3 |                |
|                                                                                                                                                                                                                                                                                 |  | <b>SKETCH AND DESCRIPTION</b>                                                                       |  |                             |                |
| © 2023                                                                                                                                                                                                                                                                          |  |                                                                                                     |  |                             |                |



## September 22, 2026 - Regular Meeting

### **Subject**

Execution of Sovereignty Submerged Lands Fee Waived Lease between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County for submerged property known as the Kingfish Boat Ramp – Peter Morrow, Property Acquisition Division Manager – District 3

### **Category**

CONSENT AGENDA

### **Briefings**

None

### **Contact and/or Presenter Information**

Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6289

Caitlyn DeLoach, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 3603

### **Action Requested**

- Execution of two (2) identical Sovereignty Submerged Lands Fee Waived Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County

### **Enabling/Regulating Authority**

- Chapter 125 of the Florida Statutes, County Government

### **Applicable Advisory Board**

N/A

### **Background Discussion**

- Kingfish Boat Ramp (Boat Ramp) is currently owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Trust), with the Florida Department of Environmental Protection (FDEP) serving as the managing agent on behalf of the Trust.
- In 2022, Manatee County (County) was requesting signatures for permitting activities for complete reconstruction of the Boat Ramp when it was discovered the County has been leasing the Boat Ramp from the Florida Department of Transportation (FDOT). However, FDOT did not have the authority to do so as they do not own the land. FDOT was granted a perpetual easement with FDEP for this area in the 1950s.

- FDEP advised the County that a long term lease would need to be entered into by both parties to allow continued use and improvements at the Boat Ramp. This process was started in April 2022.
- To allow continued use and improvements at the site of the Boat Ramp, while the County worked on the lease, FDEP recommended the County pursue a one year Temporary Use Agreement (TUA).
- The County entered into a TUA with FDEP in November of 2024. In October of 2025, the County executed an Addendum to the TUA to extend the expiration date for an additional year, to allow more time for the County is able to secure the lease agreement with FDEP.
- On December 17, 2025, the Sovereignty Submerged Lands Fee-Waived Lease (the Lease) was approved at the Governor and Cabinet meeting. The Lease has a ten-year term beginning on December 17, 2025, the date of approval by the Governor and Cabinet. It is important to note, however, that staff did not formally receive the approved Lease until July 14, 2026.
- The County Attorney's Office (CAO) reviewed the lease provided by FDEP and offered suggested revisions. Staff forwarded these recommended changes to FDEP; however, FDEP declined to incorporate them into the lease associated with this agenda item.

### **Attorney Review**

Formal Written Review (Opinion memo must be attached) Snyderman

### **Instructions to Board Records**

Please return 2 original signed Sovereignty Submerged Lands Fee Waived Lease's via Interoffice mail to Caitlyn DeLoach at 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.

Please ensure that the Chairperson signs page 7 of the lease. FDEP requires the document to be witnessed, notarized and attested, please ensure all areas of the signature page are completely filled out.

The lease document will be provided to Board Records upon the execution by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Please email a copy of the approved agenda item to the following:

Caitlyn DeLoach at [caitlyn.deloach@mymantatee.org](mailto:caitlyn.deloach@mymantatee.org)

Angela Honts at [angela.honts@mymanatee.org](mailto:angela.honts@mymanatee.org)

Charlie Hunsicker at [charlie.hunsicker@mymanatee.org](mailto:charlie.hunsicker@mymanatee.org)

**Distributed 9/24/26, RT**

### **Cost and Funds Source Account Number and Name**

N/A

### **Amount and Frequency of Recurring Costs**

N/A



## September 22, 2026 - Regular Meeting

### Subject

Updates to Agenda - September 21, 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 9/21/26) for the meeting of September 22, 2026:

### GENERIC PUBLIC COMMENTS

- This agenda item was updated to include additional comments.

### CONSENT AGENDA

#### Development Services

Item 21, Authorization for staff to record Satisfactions of Multiple Code Enforcement Liens, Stephanie Charles, Deputy Director, Tom Wooten, Code Enforcement Chief - Countywide

- This agenda item was updated to change the presenter to reflect Stephanie Charles, Development Services Deputy Director.

Item 22, Authorization for Staff to Record the Satisfaction of Lien for Case Number CE2018010290, Stephanie Charles, Deputy Director, Tom Wooten, Code Enforcement Chief - District 1

- This agenda item was updated to change the presenter to reflect Stephanie Charles, Development Services Deputy Director.

### Financial Management

Item 26, Authorization to Allocate Additional Departmental Budgeted Funding to Blanket Purchase Order No. T2400728 for Backflow Preventer Services, Mark Molinaro, Cross Connection Control Supervisor - Multiple Districts

- This agenda item was updated to change the presenter to Patrick Shea, Utilities Director.

Item 28, Execution of Agreement No. 26-R090428LP for Pump Storage Building, Erik Gibson, Utilities Superintendent - District 3

- This agenda item was updated to change the presenter to Patrick Shea, Utilities Director.

### Property Management

Item 31, Execution of Sovereignty Submerged Lands Fee Waived Lease between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County for submerged property known as the Kingfish Boat Ramp – Peter Morrow, Property Acquisition Division Manager – District 3

- This agenda item was updated with the correct Request for Legal Services Response.

### Public Works

Item 39, Approval and Execution of the Third Amendment to Cooperative Agreement for Central County Complex with Musgrave Real Estate Holding, Limited Partnership, Scott May, P.E., County Engineer– District 5

- This agenda item was updated to move this item from the Consent Agenda to Regular; and include the finalized Third Amendment to Cooperative Agreement, which had a minor change to Section II, Extension and Waiver Justification, CAO Email Confirmation for Tracked Changes, and a revision to the Cost and Funds Source Account Number and Name Section to correct the dollar amount from \$250,000 to \$225,000.

## **ADVERTISED PUBLIC HEARINGS - LEGISLATIVE**

### Presentations Scheduled

Item 45, Adoption of Ordinance 26-36, regulating Simulated Gambling Devices and Memorandum of Understanding (MOU), Stephanie Charlies, Development Services Deputy Director - Countywide

- This agenda item was updated with revised Ordinance 26-36 correcting scrivener's errors relative to the Florida Administrative Code in Sections 2-21-151, paragraph 5, and 2-21-154, paragraph 4; and correcting the Action Requested to reflect Execution of the Memorandum of Understanding instead of Adoption of.

## **REPORTS**

### Natural Resources

Item 50, Report on the Duette Preserve Hunt Program

- This agenda item was updated with a revised Presentation Outline.

### **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



# OFFICE OF THE COUNTY ATTORNEY

## COUNTY ATTORNEY

Pamela J. D'Agostino

## DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

## CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk\*

## ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whitni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Jared M. Monahan

Kristina H. Snyderman

---

## MEMORANDUM

DATE: August 20, 2026

TO: Peter Morrow, Property Acquisition Division Manager, Property Management Department  
Caitlyn DeLoach, Senior Real Property Specialist, Property Management Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 08/18/2026*

FROM: Kristina Hager Snyderman, Assistant County Attorney *Approved by KHS 08/20/2026*

RE: **Kingfish Boat Ramp Lease; RLS No. 25/26-0449**

---

### **Issue Presented:**

This Request for Legal Services (RLS) originally asked the County Attorney's Office's to opine on whether the Board can approve and execute a Sovereignty Submerged Lands Fee Waived Lease (Agreement) between the County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF or FDEP). In addition, you have asked the County Attorney's Office (CAO) to opine on whether the Board can execute and accept the Agreement with an earlier effective date of December 17, 2025. After conference with the CAO on August 13, 2026, it was determined that the Agreement needed further review.

---

\*Florida Bar Board Certified in City, County and Local Government Law

**Brief Answer:**

Yes. Executing a contract after its effective date is permissible by mutual agreement of the parties and does not invalidate or render the agreement unenforceable. Attached is an annotated copy of the Agreement which contains my advice, comments and recommended revisions.

**Facts and Discussion:**

My legal advice and guidance are given based on the facts provided by you in the RLS dated July 17, 2026, the proposed Agreement, your email of July 23, 2026, and my telephone conference with you both on August 13, 2026. This matter relates to the Kingfish Boat Ramp located at 752 Manatee Avenue, Holmes Beach, Florida 34217 (Boat Ramp). According to the RLS, Manatee County is working on an Agreement with TITF for the Boat Ramp. This Agreement needed approval from the Governor's Cabinet prior to execution and was approved by the Cabinet on December 17, 2025. On July 15, 2026, staff received the Agreement from the State for the Board to execute. The Agreement's effective date is December 17, 2025, but it has not yet been signed by either party. Construction Services is preparing improvements for the Boat Ramp but cannot start until the Agreement is fully executed. Staff also has a U.S. Army Corps of Engineers (USACE) permit that expires on January 29, 2027.

Per your email of July 23, 2026, and our call on August 13, 2026, FDEP has indicated this Agreement is its standard form and is typically unwilling to accept amendments to its standard agreement; however, there are scrivener's errors and concerns that I have outlined in the annotated version. I recommend that staff ask FDEP to consider revising and adding specific language in accordance with the recommendations to ensure accuracy and to properly outline the County's rights and obligations.

In the event FDEP is unwilling to revise the signature block, I would recommend crossing out the witness and notary signatures and adding the clerk's attestation in a blank space beneath the Chair's signature.

I trust that the County Surveyor has examined and approved of the legal description and sketch.

**Conclusion:**

The Board can lawfully approve and execute the Agreement with an earlier effective date. My advice, comments, and recommended changes to the Agreement are attached. Except as otherwise indicated, I have not reviewed or revised the proposed Agreement for thoroughness, accuracy, or ADA accessibility. I express no opinion as to the business judgment or policy decision as contemplated in the proposed Agreement. Provided the

legal concerns and issues identified herein and attached are addressed consistently with my advice, I have no objection from a legal standpoint to this matter being presented to the Board for review and consideration.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Attachment:

Annotated PDF of Agreement with CAO comments

Copies [with attachment] to:

Bryan Parnell, Deputy County Administrator, County Administration

Cary Knight, Director, Property Management, Property Management Department

Charles Meador, Deputy Director, Property Management, Property Management Department

Angela Honts, Project Manager, Property Management Department

Michelle Wehrle, Construction Services Division Manager, Property Management Department

Danny Swain, County Surveyor, Property Management Department



 Leased Area

\*Boundaries shown are approximate  
and for informational purposes only.



LEASED AREA

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
KINGFISH BOAT RAMP  
BRADENTON BEACH, FL

DISTRICT 3 - TAL SIDDIQUE

