

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2009038205  
2009 MAR 31 03:43 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
HJAMES Receipt#1149

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2009038205 11 PGS  
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KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
HJAMES Receipt#1149362

This Instrument Prepared By:  
Rebecca Stallworth  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399



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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 580341873  
PA NO. 58-0251809-001

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 City of Sarasota, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Sections 24 and 25,  
Township 36 South, Range 17 East, and Sections 19 and 30,  
Township 36 South, Range 18 East, in Sarasota Bay,  
Sarasota County, containing 4,971,041 square feet, more or less,  
dated February 10, 2009.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from June 12, 2007, 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 managed municipal mooring field and anchorage area containing 109 permanent mooring spaces and 18 to 24 transient mooring spaces exclusively to be used for the mooring of recreational vessels in conjunction with an upland city marina, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and with liveaboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 58-0251809-001, dated September 7, 2007, 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 first 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this Lease.

[0212]



2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not 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.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, 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:

4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals 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.

5. 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.

6. 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 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.

7. INDEMNIFICATION/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.

8. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.



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 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 Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Sarasota, Florida  
1565 1<sup>st</sup> Street  
Room #114  
Sarasota, Florida 34236

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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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 Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or 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 8 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: 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. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

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

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

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

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

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



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

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

27. SPECIAL LEASE CONDITIONS:

A. All of the mooring spaces within the mooring field and anchorage (leased premises) area shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(25), Florida Administrative Code, with no longer than one-year rental terms, and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the mooring field and anchorage area (leased premises) which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that all of the mooring spaces within this mooring field and anchorage area (leased premises) are available for rent to the general public. Any mooring rate sheet publications and advertising for the mooring field and anchorage area (leased premises) shall clearly state that the mooring spaces are open to the general public on a "first come, first served" basis.

B. Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income derived from the mooring field and anchorage area (leased premises) and expenses incurred by Lessee and the harbor master for operation and maintenance of the mooring field and anchorage area (leased premises) 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(28), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

C. The Lessee shall submit all ordinances that pertain to the City of Sarasota Bayfront Mooring Field within 30 days of adoption. The Lessee shall ensure that any ordinances that are adopted are not contrary to the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 58-0251809-001, dated September 7, 2007, or this lease (or any subsequent modification/renewal to either the permit or this lease).

D. Prior to allowing any vessel to utilize the mooring field and anchorage area (leased premises), the Lessee shall implement and maintain for the life of the facility the State of Florida Department of Environmental Protection approved City of Sarasota Bayfront Mooring Field Management Plan ("Plan") or a State of Florida Department of Environmental Protection approved modification of the same attached to the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 58-0251809-001, dated September 7, 2007, and incorporated herein into this lease. Modifications to the Plan may be made upon written agreement by both the Lessee and the Lessor. A violation of the Plan is a direct violation of this lease.

E. The Lessee shall inform all mooring space occupants in writing of the availability and requirement to use the sewage pumpout facilities provided on the uplands. The Lessee shall also advise all mooring space occupants that no overboard discharges of trash, human or animal waste shall occur within the mooring field and anchorage area (leased premises) at any time. Discharge from any holding tank or marine sanitation device, including those approved by the United States Coast Guard is strictly prohibited within the mooring field and anchorage area (leased premises). Failure to comply with this condition is a violation of this lease.



F. Upon entering the mooring field and anchorage area (leased premises) or upon registering with the harbormaster, all vessels shall have their sewage holding tanks inspected. All vessels shall have their sewage holding tanks emptied into the sewage pumpout facility prior to mooring. Absolutely no dumping of sewage in any area within the mooring field and anchorage area (leased premises) shall be allowed except at the pumpout station or by an authorized pumpout vessel. All “liveaboard” vessels will be required to have their tanks pumped at the approved station or by an approved vessel **not less than every ten days** without fail. All “liveaboard” vessels shall be pumped out prior to leaving the mooring field and anchorage area (leased premises). The Lessee shall maintain daily records of vessels using the pumpouts and specifically identify those that are liveaboards at the mooring field and anchorage area (leased premises). Copies of the logs shall be submitted to the State of Florida Department of Environmental Protection, Southeast District, Port St. Lucie Branch Office, on an annual basis no later than 60 days after each anniversary date of this lease.

G. The establishment of permanent residences and liveaboard stays within the mooring field and anchorage area (leased premises) in excess of 6 consecutive months are prohibited. The Lessee shall not enter into any new rental sublease, license or other form of agreement that involves the use of moorings located on the mooring area and anchorage area (leased premises) with the owners of liveaboards for a minimum period of 6 months after the expiration of the previous agreements with said owners of the liveaboards to use the moorings.

H. For vessels with functional heads without holding tanks, the Lessee shall affix an approved seal (e.g., the type used on water meters) on the closed sea cock of each liveaboard vessel that will remain in the mooring space for more than seven consecutive days. The Lessee shall inspect these seals each 30 days (to assure that the sea cock remains closed) and record this in a log which will remain available for inspection by regulatory agencies, during normal working hours. The log entries shall include the following:

- a. date of inspection;
- b. an entry that the seal has remained intact;
- c. identification of the vessel (e.g., name, number); and
- d. signature of the inspector.

I. Prior to entering the operational phase of the mooring field and anchorage area (leased premises) , a sewage pumpout vessel will be available.

J. Any revenues collected from the operation of the mooring field (leased premises) shall be used solely for the purpose of offsetting the Lessee’s costs of the design, construction, operations, and maintenance of the mooring field and anchorage area (leased premises).



WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

BY:

~~Mike Long, Assistant 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

\* Scott E. Woolam  
Acting Division Director

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2009, by  
\* ~~Mike Long, Assistant 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 AS TO FORM AND LEGALITY:

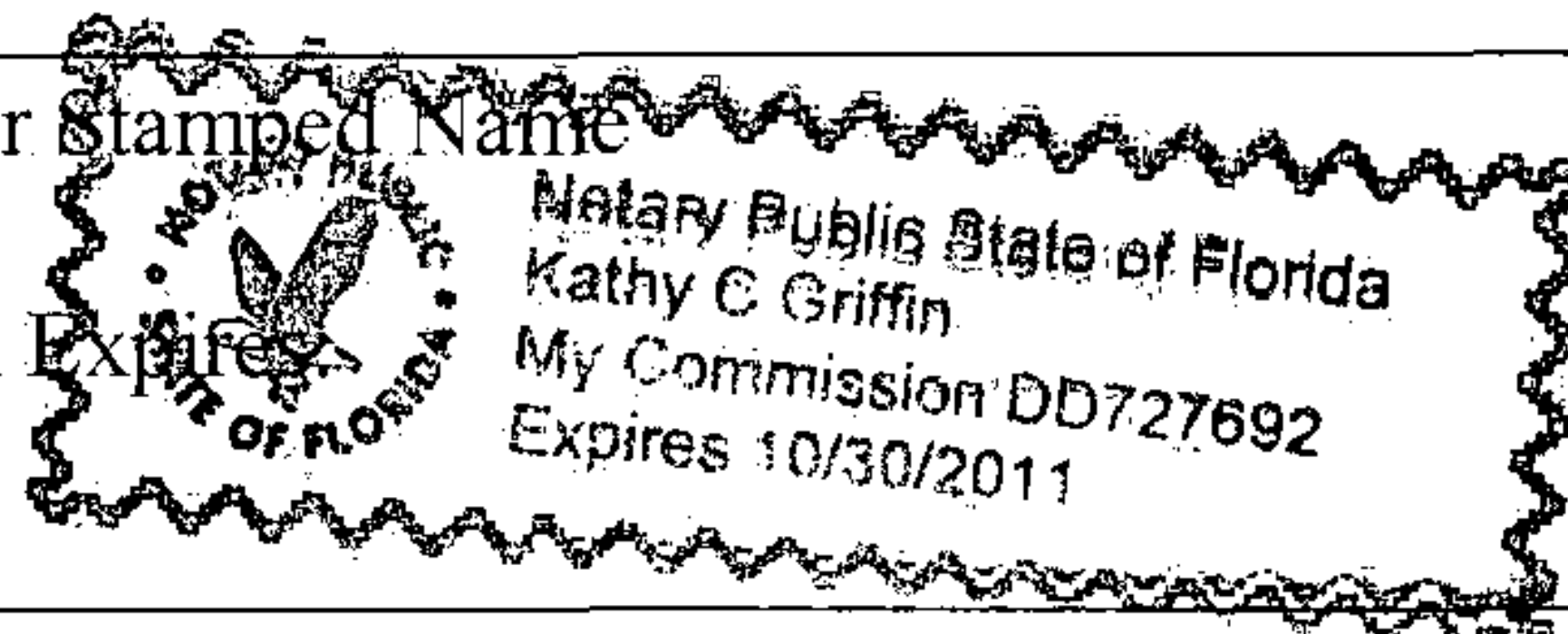
DEP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.



WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Sarasota

City of Sarasota, Florida

(SEAL)

BY:

Original Signature of Executing Authority

Lou Ann Palmer

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2009, by  
Lou Ann Palmer as Mayor, for and on behalf of City of Sarasota, Florida. She is personally known to me or who has produced  
as identification.

My Commission Expires:

May 26, 2012

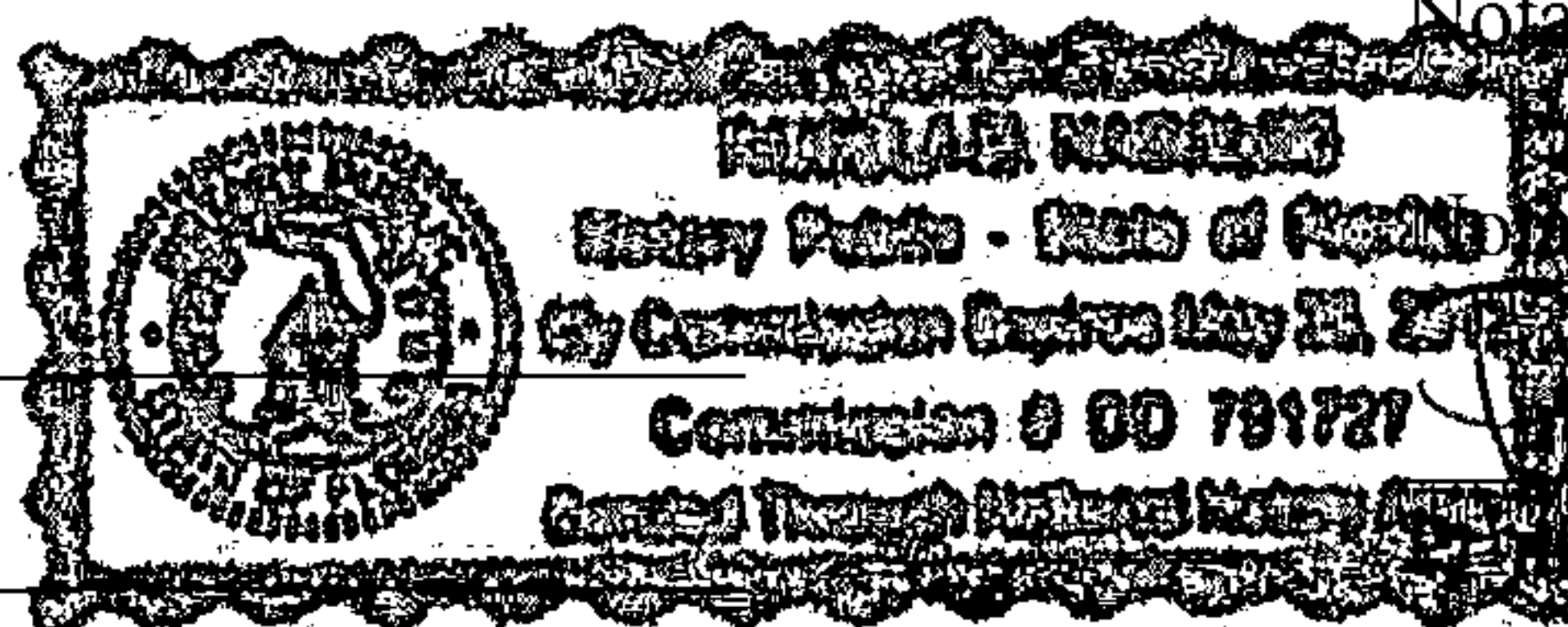
Commission/Serial No.

Notary Signature

Notary Public, State of

Florida

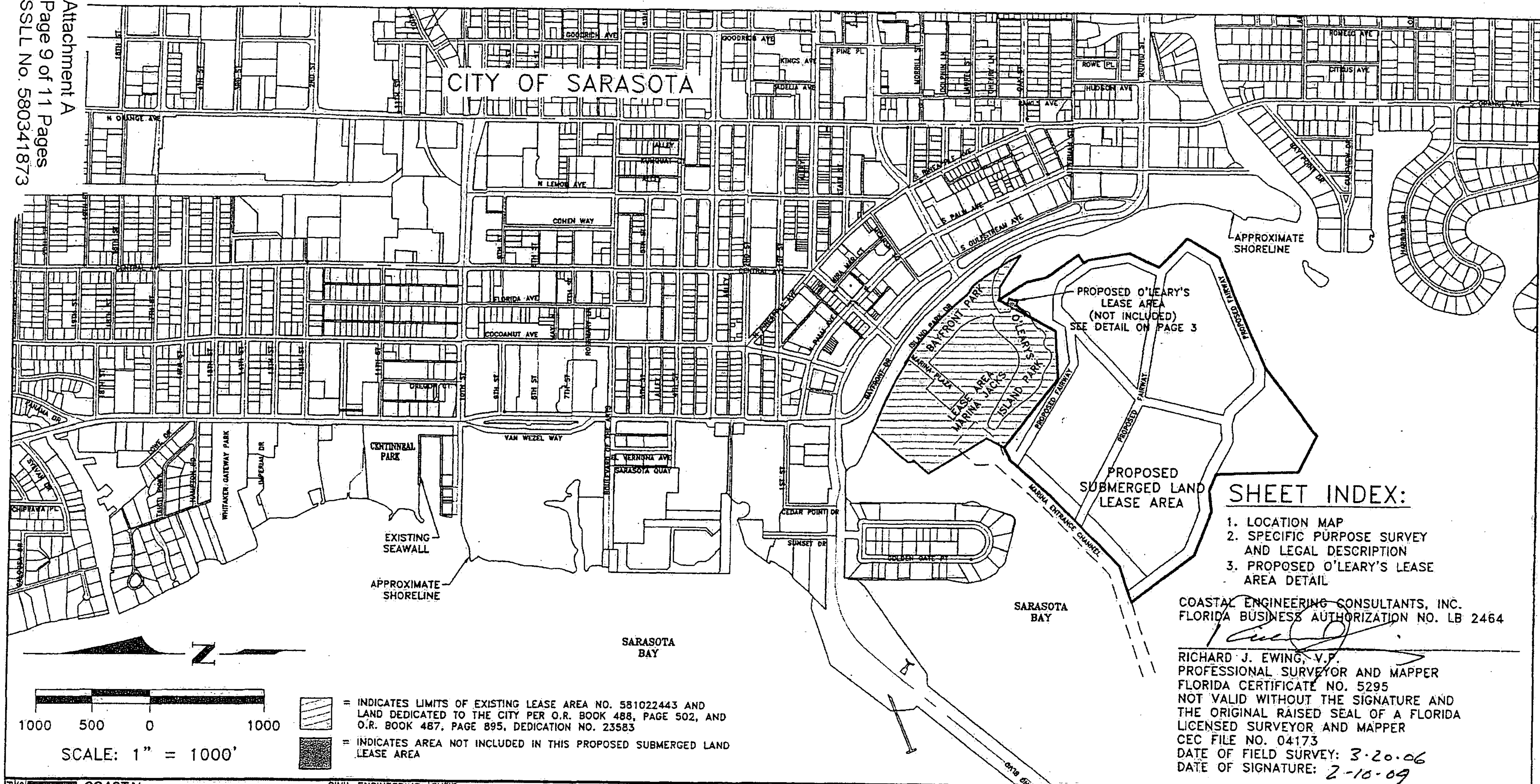
Printed, Typed or Stamped Name











### SHEET INDEX:

1. LOCATION MAP
2. SPECIFIC PURPOSE SURVEY AND LEGAL DESCRIPTION
3. PROPOSED O'LEARY'S LEASE AREA DETAIL

COASTAL ENGINEERING CONSULTANTS, INC.  
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, V.P.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5295  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER  
CEC FILE NO. 04173  
DATE OF FIELD SURVEY: 3-20-06  
DATE OF SIGNATURE: 2-10-09

COASTAL  
ENGINEERING  
CONSULTANTS  
INC.  
A CEC GROUP COMPANY  
Serving Florida Since 1977  
3106 SOUTH HORSESHOE DRIVE  
NAPLES, FLORIDA 34104

CIVIL ENGINEERING  
SURVEY & MAPPING  
COASTAL ENGINEERING  
REAL ESTATE APPRAISAL  
PLANNING SERVICES  
PHONE: (239)643-2324  
FAX: (239)643-1143  
www.coastalengineering.com  
E-Mail: engcallier@cecfl.com

CITY OF SARASOTA  
TITLE:  
SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA  
FOR A MOORING FIELD LYING IN SARASOTA BAY BEING SITUATED IN SECTIONS 19 AND 30  
TOWNSHIP 36 SOUTH, RANGE 18 EAST, AND IN SECTIONS 24 AND 25, TOWNSHIP 36  
SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA.

DATE:	MARCH 28, 2006	SCALE:	1" = 1000'
DRAWN:	SDO	F.B.	
CHECKED:	MTP	PG.	
SEC:	TWP.	RNG.	
ACAD NO.	04173SLL1		
REF. NO.	04.173		
NO.	DATE	BY	REVISION DESCRIPTION
3	02/10/09	MMW	REVISED LEASE AREA TO OMIT O'LEARY'S LEASE AREA
2	5/29/07	MMW	ADDED O'LEARY'S LEASE
1	3/20/06	MTP	DEP RAI 2




SARASOTA MOORING FIELD  
PROPOSED SUBMERGED LAND LEASE AREA  
DESCRIPTION

A PARCEL OF LAND SUBMERGED IN SARASOTA BAY LYING IN SECTIONS 19 AND 30, TOWNSHIP 36 SOUTH, RANGE 18 EAST, AND IN SECTIONS 24 AND 25, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19; RUN S00°08'40"W ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 3693.12 FEET TO THE CITY OF SARASOTA BULKHEAD LINE; THENCE ALONG SAID BULKHEAD LINE S66°51'00"E A DISTANCE OF 211.31 FEET; THENCE LEAVING SAID LINE S23°57'40"W A DISTANCE OF 1210.70 FEET TO THE POINT OF BEGINNING; THENCE S41°27'22"W A DISTANCE OF 495.51 FEET; THENCE S45°02'22"W A DISTANCE OF 850.00 FEET; THENCE S70°54'45"W A DISTANCE OF 339.73 FEET; THENCE S37°59'45"E A DISTANCE OF 687.00 FEET; THENCE S69°44'46"E A DISTANCE OF 411.88 FEET; THENCE N83°26'53"E A DISTANCE OF 190.08 FEET; THENCE S69°41'32"E A DISTANCE OF 157.06 FEET; THENCE S02°03'40"E A DISTANCE OF 713.48 FEET; THENCE S64°08'35"E A DISTANCE OF 359.44 FEET; THENCE N53°24'31"E A DISTANCE OF 757.53 FEET; THENCE N66°46'33"E A DISTANCE OF 707.34 FEET; THENCE N68°23'51"E A DISTANCE OF 352.98 FEET; THENCE N30°47'15"E A DISTANCE OF 322.37 FEET; THENCE N46°57'43"W A DISTANCE OF 355.79 FEET; THENCE N25°55'51"E A DISTANCE OF 284.86 FEET; THENCE N10°54'04"W A DISTANCE OF 361.69 FEET; THENCE N35°06'09"W A DISTANCE OF 48.16 FEET; THENCE N54°53'51"E A DISTANCE OF 90.00 FEET; THENCE N35°06'09"W A DISTANCE OF 349.07 FEET; THENCE N14°12'54"W A DISTANCE OF 107.80 FEET; THENCE N14°40'35"W A DISTANCE OF 70.25 FEET; THENCE N33°01'30"W A DISTANCE OF 288.58 FEET; THENCE S28°30'00"W A DISTANCE OF 84.58 FEET; THENCE S71°22'23"E A DISTANCE OF 65.47 FEET; THENCE S18°37'37"W A DISTANCE OF 41.83 FEET; THENCE S71°22'23"E A DISTANCE OF 10.14 FEET; THENCE S18°37'37"W A DISTANCE OF 41.83 FEET; THENCE N71°31'57"W A DISTANCE OF 63.79 FEET; THENCE S31°37'32"W A DISTANCE OF 32.55 FEET; THENCE S37°05'29"W A DISTANCE OF 57.13 FEET; THENCE S58°23'59"W A DISTANCE OF 32.18 FEET; THENCE S28°30'00"W A DISTANCE OF 286.05 FEET; THENCE S87°00'00"W A DISTANCE OF 430.00 FEET; THENCE N53°02'03"W A DISTANCE OF 775.28 FEET; THENCE S63°59'47"W A DISTANCE OF 127.30 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 4,971,041 SQUARE FEET OR 114.12 ACRES OF SUBMERGED LAND.

 = INDICATES LIMITS OF EXISTING LEASE AREA NO. 581022443 AND LAND DEDICATED TO THE CITY PER O.R. BOOK 488, PAGE 502, AND O.R. BOOK 487, PAGE 895, DEDICATION NO. 23583

 = INDICATES AREA NOT INCLUDED IN THIS PROPOSED SUBMERGED LAND LEASE AREA

TIDAL BENCHMARK

TIDAL DATUMS AT SARASOTA BAY, SARASOTA COUNTY, FLORIDA ARE BASED ON FLORIDA 872 6083 TIDE STATION, PUBLISHED 3-26-1987.  
LENGTH OF SERIES = 3 MONTHS  
TIME PERIOD = JUNE-OCTOBER 1977  
TIDAL EPOCH = BLACKBURN POINT (872-5943)  
CONTROL TIDE STATION = BLACKBURN POINT (872-5943)  
ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN NGVD 1929.  
MEAN HIGH WATER (MHW) = +1.1 FT NGVD  
NATIONAL GEODETIC DATUM (NGVD) = 0.0 FT NGVD  
MEAN LOW WATER (MLW) = -0.3 FT NGVD

GENERAL NOTES

1. ● = FOUND "X" CUT SEA WALL
2. BEARINGS BASED ON A BEARING OF S00°08'40"W ON THE WEST LINE OF SECTION 19 AS SHOWN ON THE OFFICIAL CITY OF SARASOTA BULKHEAD LINE PLAT.
3. COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, FLORIDA WEST ZONE. (NAD 83/90)

COASTAL ENGINEERING CONSULTANTS, INC.  
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, V.P.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5295  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
CEC FILE NO. 04.173  
DATE OF FIELD SURVEY: 3/20/06  
DATE OF SIGNATURE: 2-10-09

LXX - COURSE DATA

LINE	DIRECTION	DISTANCE
L1	N33°01'30"W	288.58'
L2	N14°40'35"W	70.25'
L3	N14°12'54"W	107.80'
L4	N35°06'09"W	349.07'
L5	N54°53'51"E	90.00'
L6	N35°06'09"W	48.16'
L7	N10°54'04"W	361.69'
L8	N25°55'51"E	284.86'
L9	N46°57'43"W	355.79'
L10	N30°47'15"E	322.37'
L11	S69°41'32"E	157.06'
L12	N83°26'53"E	190.08'
L13	S63°59'47"W	127.30'
L14	N53°02'03"W	775.28'
L15	S87°00'00"W	430.00'
L16	S28°30'00"W	286.05'
L17	S73°27'10"W	235.81'
L18	S53°56'12"W	102.40'
L19	S24°57'43"W	77.79'
L20	S66°51'00"E	211.31'
L21	S58°23'59"W	32.18'
L22	S37°05'29"W	57.13'
L23	S31°37'32"W	32.55'
L24	N71°31'57"W	63.79'
L25	S18°37'37"W	41.83'
L26	S71°22'23"E	10.14'
L27	S18°37'37"W	43.77'
L28	S71°22'23"E	65.47'
L29	S28°30'00"W	84.58'

POINT OF COMMENCEMENT

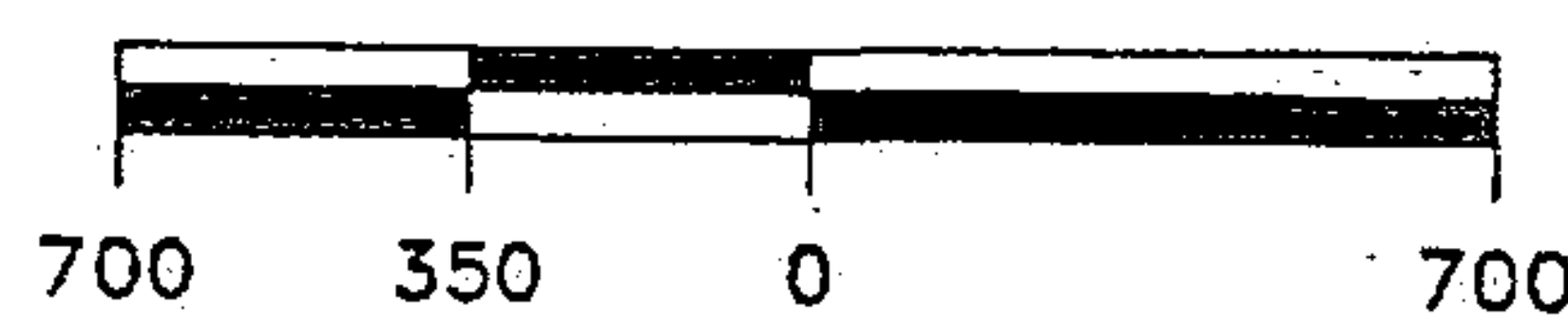
NORTHWEST CORNER OF SECTION 19, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA FLORIDA.

POINT OF BEGINNING

N 1090093.2974  
E 478312.9724

SOUTH LINE OF SEC. 24, T. 36S, R. 17E  
NORTH LINE OF SEC. 25, T. 36S, R. 17E

SOUTH LINE OF SEC. 19, T. 36S, R. 18E  
NORTH LINE OF SEC. 30, T. 36S, R. 18E



THIS SURVEY IS CERTIFIED TO THE FOLLOWING:  
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
CITY OF SARASOTA

CITY OF SARASOTA

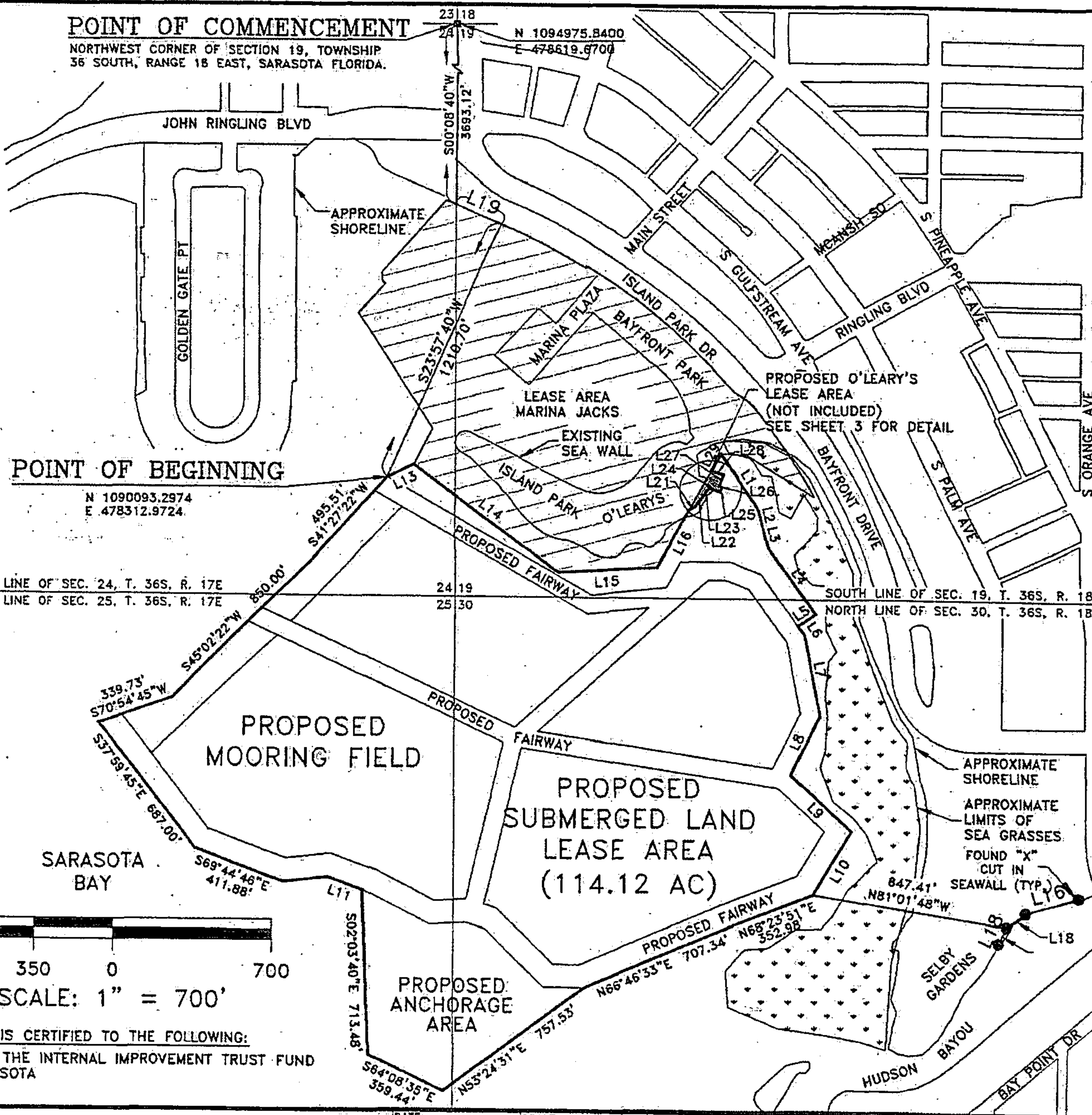
CLIENT:

TITLE:

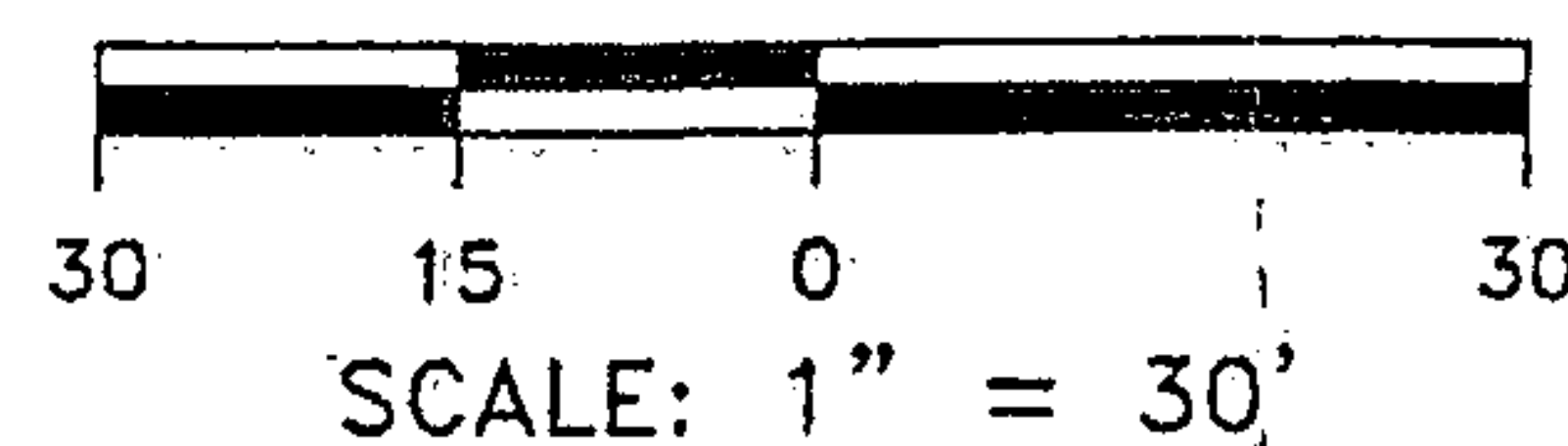
SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA FOR A MOORING FIELD LYING IN SARASOTA BAY BEING SITUATED IN SECTIONS 19 AND 30 TOWNSHIP 36 SOUTH, RANGE 18 EAST, AND IN SECTIONS 24 AND 25, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA.

DATE: MARCH 28, 2006	SCALE: 1" = 700'
DRAWN: SDO/SPC	F.B.
CHECKED: MTP	PG.
SEC. 19, 24, 25, 30	TWP. 36S
ACAD. NO. 04173SLL3	RNG. 17E, 18E
REF. NO. 04.173	

NO.	DATE	BY	REVISION DESCRIPTION
3	02/10/09	MMW	REVISED LEASE AREA TO OMIT O'LEARY'S LEASE AREA
2	5/29/07	MMW	ADDED O'LEARY'S LEASE
1	3/20/06	MTP	DEP. RAI 2







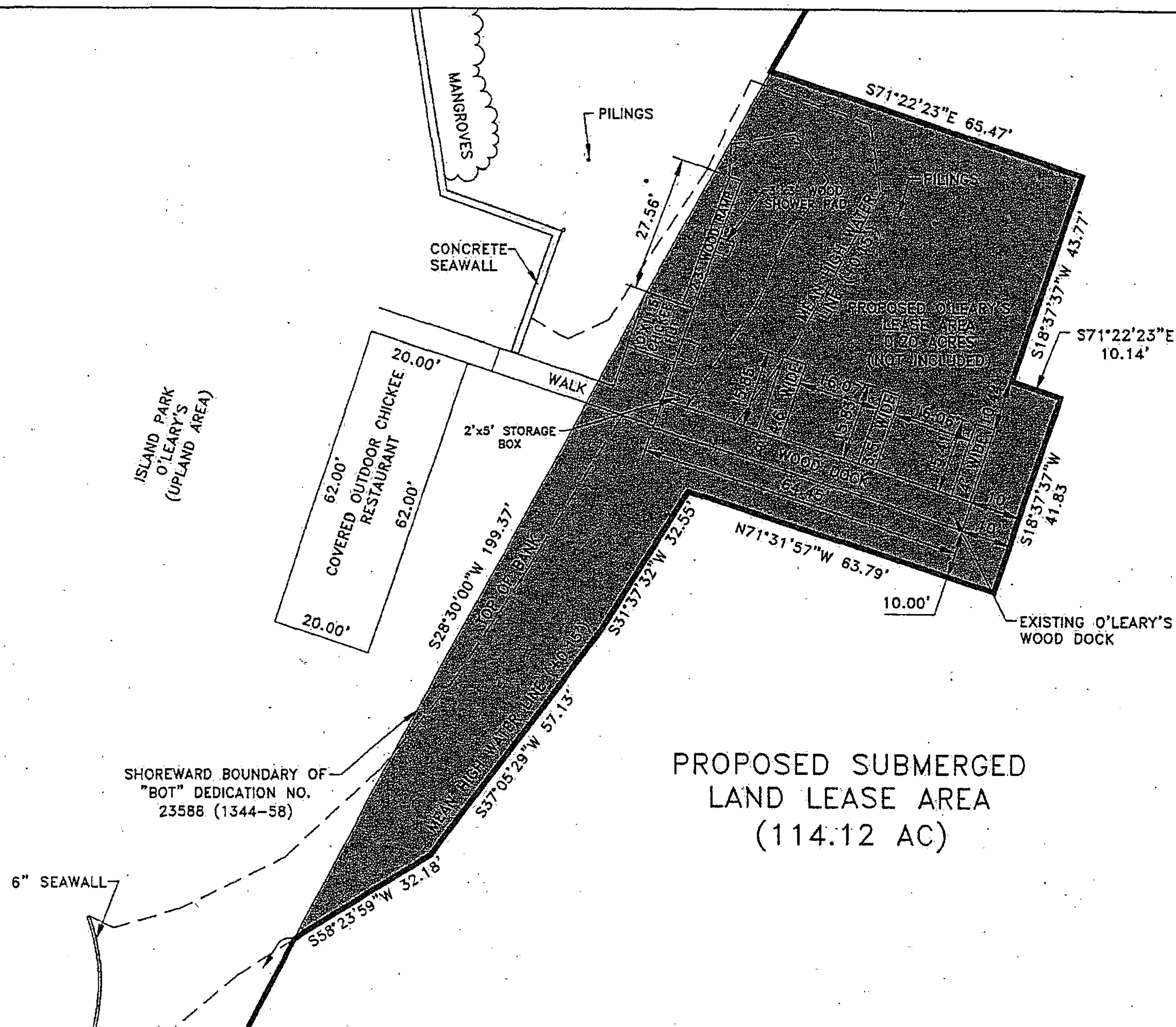
= INDICATES AREA NOT INCLUDED IN THIS PROPOSED SUBMERGED LAND LEASE AREA

**LEGEND**

"BOT" = BOARD OF TRUSTEES

**GENERAL NOTES**

1. ● = FOUND "X" CUT SEA WALL
2. BEARINGS BASED ON A BEARING OF S00°08'40"W ON THE WEST LINE OF SECTION 19 AS SHOWN ON THE OFFICIAL CITY OF SARASOTA BULKHEAD LINE PLAT.
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PROPOSED SUBMERGED  
LAND LEASE AREA  
(114.12 AC)

SHEET 3 OF 3  
FILE NO. 04-173-SL-2

**COASTAL  
ENGINEERING  
CONSULTANTS  
INC.**

A CECI GROUP COMPANY  
Serving Florida Since 1977

3106 SOUTH HORSESHOE DRIVE  
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PLANNING SERVICES

PHONE: (239)643-2324  
FAX: (239)643-1143  
www.coastalengineering.com  
E-Mail: engcoller@ceci.com

CLIENT:

CITY OF SARASOTA

TITLE:

SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA FOR A MOORING FIELD LYING IN SARASOTA BAY BEING SITUATED IN SECTIONS 19 AND 30, TOWNSHIP 36 SOUTH, RANGE 18 EAST, AND IN SECTIONS 24 AND 25, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA.

DATE: MARCH 28, 2006

DRAWN: SDO/SPC

CHECKED: MTP

SEC. 19, 24, 25, 30

TWP. 36S

RNG. 17E, 18E

ACAD. NO. 04173SLL3-3

REF. NO. 04.173

SCALE: 1" = 30'

F.B.

PG.

NO.

DATE

BY

REVISION DESCRIPTION

NO.	DATE	BY	REVISION DESCRIPTION
3	02/10/09	MMW	REVISED LEASE AREA TO OMIT O'LEARY'S LEASE AREA
2	5/28/07	MMW	ADDED O'LEARY'S LEASE
1	3/20/06	MTP	DEP RAI 2