



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

08/11/2022

Bermuda Terrace Property Owners Association, Inc
PO Box 3616
Tequesta, FL 33469

Instrument No. 500024196-lease renewal
Lessee: Bermuda Terrace Property Owners Association, Inc

Dear Mr. Auger:

Enclosed is a fully executed original Lease Agreement for your records. The original Lease Agreement, at your discretion, may be recorded in the official records of the county where the site is located.

If the billing agent, phone number, or fax number change, or there is a change in tax status, please notify the DIVISION OF STATE LANDS, REVENUE SECTION in writing within 30 days of the date of any change.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at (850) 245-2754 or Sue.Jones@FloridaDEP.gov.

Sincerely,

Sue Jones

Sue Jones
Bureau of Public Land Administration
Division of State Lands
State of Florida Department of Environmental Protection

Enclosures

Cc: File

This Instrument Prepared By:

Sue Jones

Action No. 45597

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 500024196

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

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Bermuda Terrace Property Owners' Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 25,
Township 40 South, Range 42 East, in North Fork Loxahatchee River,
Palm Beach County, Florida, containing 9,746 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated January 28, 2010.

TO HAVE THE USE OF the hereinabove described premises from October 31, 2022, the effective date of this lease renewal, through October 31, 2032, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an 18-slip private docking facility and boat ramp and the dredging thereof to be used exclusively for mooring of recreational vessels in conjunction with an upland residential boating community and a 35-slip dry storage facility, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 50-0137534-001, dated September 11, 2015 and Permit Extension No. 50-0137534-002, dated June 18, 2010 incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$00.00, which includes the discounts authorized pursuant to Section 253.0347(2)(f) Florida Statutes, plus a 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

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

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

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

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

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

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

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

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

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

Bermuda Terrace Property Owners Association, Inc.
PO Box 3616
Tequesta, FL 33469

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

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

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

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

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

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

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

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

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

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

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

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

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

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

27. 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.

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

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

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

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

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

WITNESSES:

Kathy C Griffin
Original Signature
Kathy C Griffin
Print/Type Name of Witness

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

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

Sue Jones
Original Signature
Sue JONES
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 8th day of August, 2022, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

7/17/2022

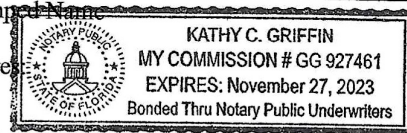
DEP Attorney

Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires



Commission/Serial No.

WITNESSES:

[Signature]
Original Signature

Stephen Brexel
Typed/Printed Name of Witness

[Signature]
Original Signature

BRYAN HEBERT
Typed/Printed Name of Witness

Bermuda Terrace Property Owners' Association, Inc.,
a Florida nonprofit corporation (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Patrick Auger
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

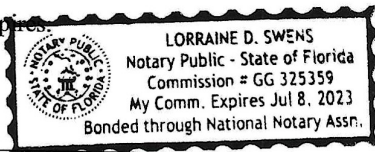
"LESSEE"

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this 25 day of July, 2022 by Patrick Auger as President of Bermuda Terrace Property Owners' Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced FL D/L, as identification.
A260678672490

My Commission Expires:



Commission/Serial No. _____

[Signature]
Signature of Notary Public

Notary Public, State of FL

L.D. SWENS
Printed, Typed or Stamped Name

**SPECIFIC PURPOSE SURVEY
SOVEREIGNTY SUBMERGED LAND LEASE AREA
SECTION 25 - TOWNSHIP 40 SOUTH - RANGE 42 EAST**

SURVEY REPORT

1. THIS IS A SPECIFIC PURPOSE SURVEY AS DEFINED IN CHAPTER 61G17-6.002(10), FLORIDA ADMINISTRATIVE CODE. THE PURPOSE OF THIS SPECIFIC PURPOSE SURVEY IS FOR A SUBMERGED LAND LEASE THAT CONFORMS TO THE SLERP PROCEDURES MANUAL - SLER 0950
2. SURVEY BASED ON BERMUDA TERRACE, SECTION 1 (P.B. 25, PG. 23) AND UPLAND OWNER'S DEED (O.R.B. 4207, PG. 449) PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. UNABLE TO PLOT THE EXISTING SOVEREIGNTY SUBMERGED LAND LEASE RECORDED IN O.R.B. 22230, PG. 1059, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY LIDBERG LAND SURVEYING, INC.
5. THIS SURVEY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6.003, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
6. ELEVATIONS SHOWN ARE BASED ON THE NATIONAL VERTICAL DATUM OF 1929 (NGVD29).
7. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF BERMUDA TERRACE, SECTION 2, AS RECORDED IN PLAT BOOK 25, PAGE 68, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE BEARS NORTH 89°46'33" EAST.
8. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.
CERTIFIED TO:
BERMUDA TERRACE PROPERTY OWNERS ASSOCIATION, INC.
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
9. © COPYRIGHT 2010 BY LIDBERG LAND SURVEYING, INC.
THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

LIDBERG LAND SURVEYING, INC.

DATE OF SURVEY: JANUARY 28, 2010

BY:

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

Attachment A

Page 8 of 13 Pages

SSL NO. 500024196

**LIDBERG LAND
SURVEYING, INC.**

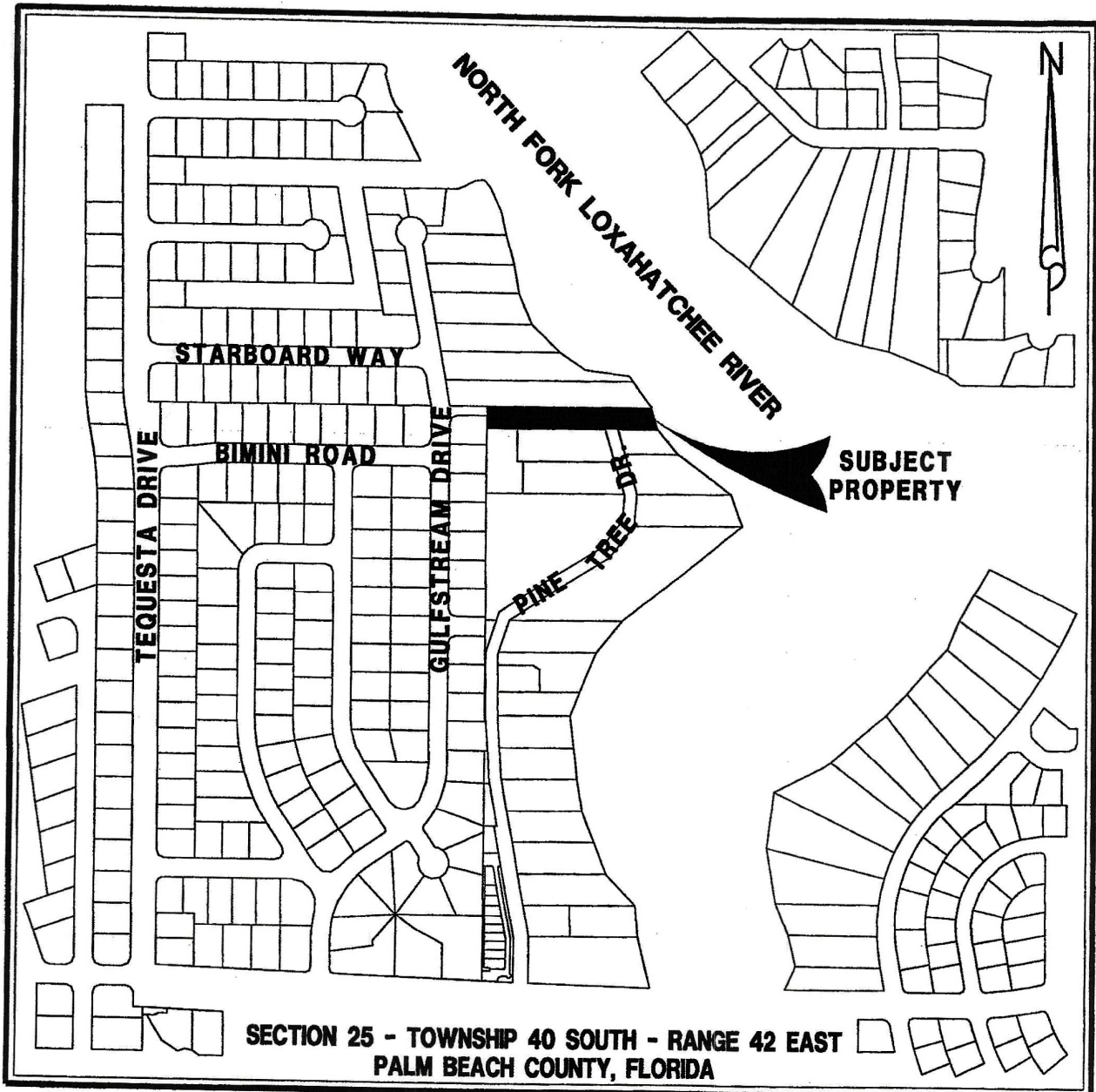
LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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		DATE	JANUARY 28, 2010
		DWG.	A09-093

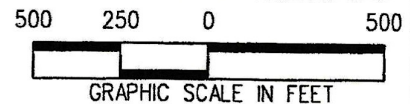
**SPECIFIC PURPOSE SURVEY
SOVEREIGNTY SUBMERGED LAND
LEASE AREA**

**PREPARED FOR:
BERMUDA TERRACE PROPERTY
OWNERS ASSOCIATION, INC.**



Attachment A
Page 9 of 13 Pages
SSL NO. 500024196

VICINITY MAP



**LIDBERG LAND
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 254042 \ 25-23 \ 09-093-303 \ 09-093-303.DGN

REF.

FLD. J.P./K.F.

FB. PG.

JOB 09-093-303

OFF. CASASUS

583 52-53
584 36

DATE JANUARY 28, 2010

CKD. D.C.L.

SHEET 2 OF 5

DWG. A09-093

**SPECIFIC PURPOSE SURVEY
SOVEREIGNTY SUBMERGED LAND LEASE AREA
SECTION 25 - TOWNSHIP 40 SOUTH - RANGE 42 EAST**

LEGAL DESCRIPTION: UPLAND OWNER (O.R.B. 4207, PG. 449)

THE SOUTH 70 FEET OF THE NORTH 146.6 FEET OF GOVERNMENT LOT 5, MEASURED ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 5, IN SECTION 25, TOWNSHIP 40 SOUTH, RANGE 42 EAST, SAID LAND LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

LEGAL DESCRIPTION: SOVEREIGNTY SUBMERGED LAND LEASE AREA

A PARCEL OF SUBMERGED LAND LYING IN THE NORTH FORK OF THE LOXAHATCHEE RIVER AND BEING A PORTION OF SECTION 25, TOWNSHIP 40 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A", AS SHOWN ON BERMUDA TERRACE, SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 25, PAGE 23, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTH 70 FEET OF THE NORTH 146.6 FEET OF GOVERNMENT LOT 5, MEASURED ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 5, NORTH 89°46'33" EAST, A DISTANCE OF 522.4 FEET, MORE OR LESS TO THE INTERSECTION THEREOF WITH THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF SAID NORTH FORK OF THE LOXAHATCHEE RIVER AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF SUBMERGED LAND:

THENCE NORTH 81°25'24" EAST, A DISTANCE OF 184.00 FEET; THENCE SOUTH 05°00'39" EAST, A DISTANCE OF 68.67 FEET; THENCE SOUTH 84°49'40" WEST, A DISTANCE OF 86.00 FEET; THENCE NORTH 05°10'20" WEST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 84°49'40" WEST, A DISTANCE OF 70.00 FEET TO SAID MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING THREE COURSES, NORTH 12°52'00" WEST, A DISTANCE OF 15.15 FEET; THENCE NORTH 48°04'14" WEST, A DISTANCE OF 11.17 FEET; THENCE NORTH 42°19'53" WEST, A DISTANCE OF 29.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.746 SQUARE FEET, MORE OR LESS.

Attachment A
Page 10 of 13 Pages
SSLL NO. 500024196



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 254042 \ 25-23 \ 09-093-303 \ 09-093-303.DGN

REF.

FLD. J.P./K.F.

FB. PG.

JOB 09-093-303

OFF. CASASUS

583

52-53

DATE JANUARY 28, 2010

CKD. D.C.L.

SHEET

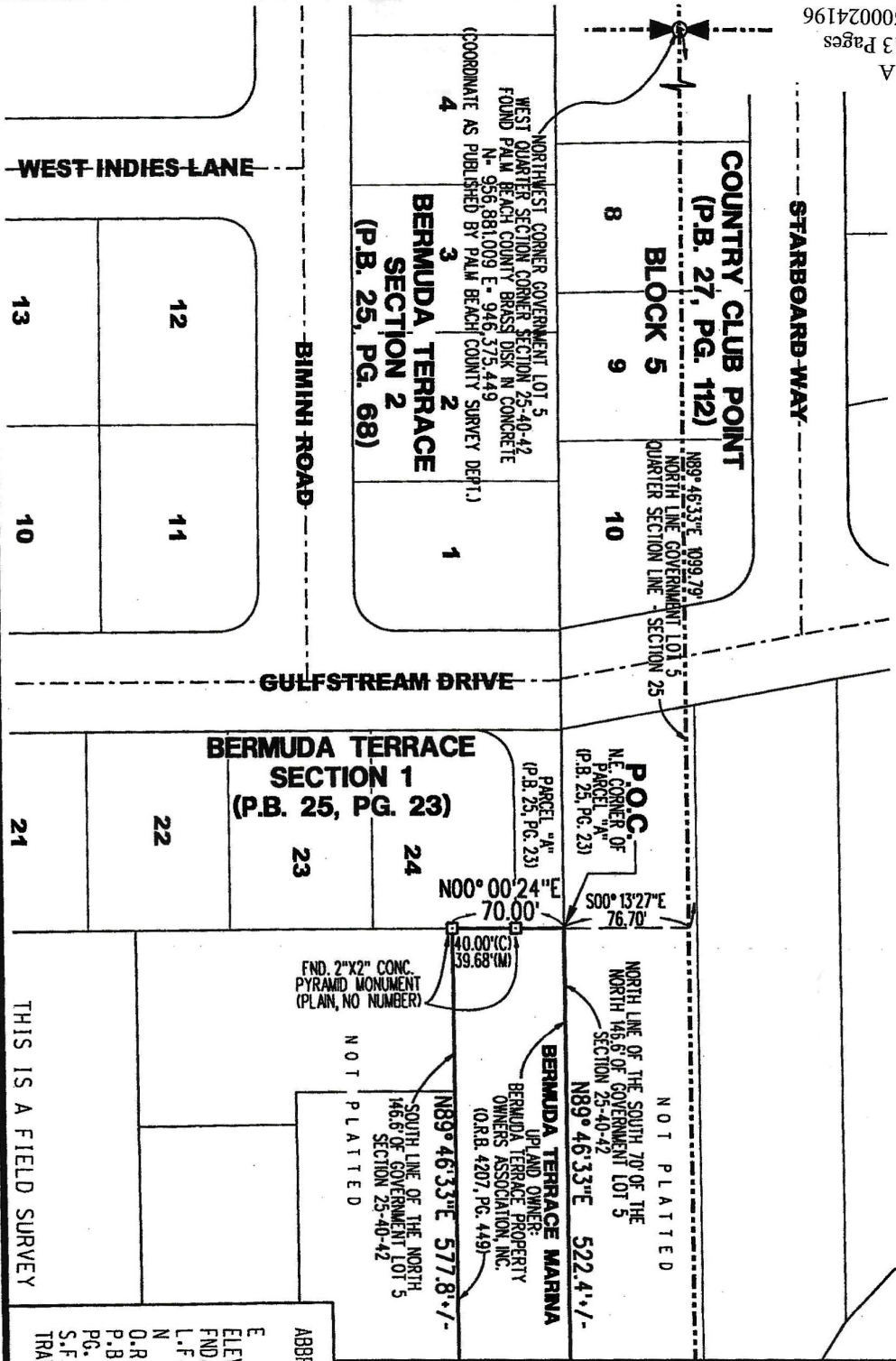
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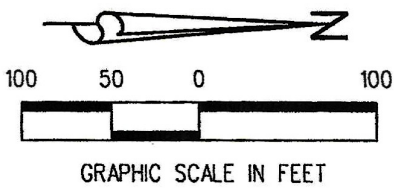
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DWG. A09-093

**SPECIFIC PURPOSE SURVEY
SOVEREIGNTY SUBMERGED LAND LEASE AREA
SECTION 25 - TOWNSHIP 40 SOUTH - RANGE 42 EAST**



MATCH LINE SEE SHEET 5



THIS IS A FIELD SURVEY

ABBREVIATIONS

E	= EASTING COORDINATE
ELEV.	= ELEVATION
FND.	= FOUND
L.F.	= LINEAR FEET
N	= NORTHING COORDINATE
O.R.B.	= OFFICIAL RECORD BOOK
P.B.	= PLAT BOOK
PG.	= PAGE
S.F.	= SQUARE FEET
TRAV.	= TRAVERSE

LIDBERG LAND SURVEYING, INC.

LB4431

675 West Indian Town Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD.	K:\UST \ 254042 \ 25-23 \ 09-093-303 \ 09-093-303.DGN
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F.L.D.	K.F. / J.P.
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CAD.	D.C.L.
FB.	583 PG. 52,53
OFF.	584 36
SHEET	4 OF 5
DATE	JANUARY 28, 2010
DWG.	AD9-093

S05° 00' 39"E 68.67'

RIPARIAN SHORELINE CONDITIONS:
 EXISTING CONCRETE SEAWALL: 8 L.F.
 EXISTING CONCRETE BOAT RAMP: 15 L.F.
 EXISTING NATURAL SHORELINE: 71 L.F.
 TOTAL RIPARIAN FRONTAGE: 94 L.F.
 1000 L.F. NORTH: 20% BULKHEAD 80% NATURAL
 1000 L.F. SOUTH: 40% BULKHEAD 60% NATURAL
 EXISTING DOCK AREA: 1135 S.F.
 WIDTH OF WATERBODY (MHWL TO MHWL): 500 L.F.

Attachment A
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SSL NO. 500024196

MATCH LINE SEE SHEET 4

THIS IS A FIELD SURVEY

**LIDBERG LAND
SURVEYING, INC.**

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

LB4431

GRAPHIC SCALE IN FEET

Year	1990	1995	2000	2005	2010	2015	2020
Population (millions)	30	30	30	30	30	30	30
GDP (billions of dollars)	10	15	20	25	30	35	40
Per capita GDP (dollars)	333	500	667	833	1000	1167	1333

15 JULY 2004

1000

FLD.

KF / JP

FB.

1

JOB 00-093-303

CKD. DCI

SHEET

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DWG. AN9-093

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This Quit-Claim Deed, Executed this 23rd day of March, A. D. 19 84, by

BERMUDA TERRACE BOAT SOCIETY

first party, to BERMUDA TERRACE PROPERTY OWNERS' ASSOCIATION, INC.

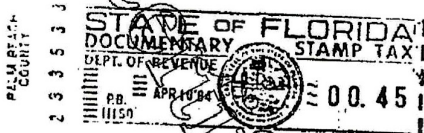
whose postoffice address is 19376 Gulfstream Drive, Tequesta, Florida 33458,

second party.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida to-wit:

The South 70 feet of the North 146.6 feet of Government Lot 5, measured along the West boundary of said Government Lot 5, in Section 25, Township 40 South Range 42 East, said land lying and being in Palm Beach County, Florida,



To Have and to Hold the same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Lee B. Saylor
Suite 303

George B. Cox

L.S.

L.S.

STATE OF FLORIDA,
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

GEORGE B. COX

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of March A. D. 1983

RECORD VERIFIED
PALM BEACH COUNTY Notary Public
JOHN B. DUNKLE
CLERK CIRCUIT COURT
My commission expires:

Attachment B
Page 13 of 13 Pages
SSL NO. 500024196

This Instrument prepared by:

Address

LEE B. SAYLER, ESQ.
Suite 303, City Federal Bldg.

5000 U.S. Highway One

NOTARY PUBLIC STATE OF FLORIDA AT LARGES
MY COMMISSION EXPIRES NOV 7 1985
BONDED THRU GENERAL INS. UNDERWRITERS
STATE OF FLORIDA

84 076415

1984 APR 10 PM 4:33

5.60
1.45

B4207 P0449