

This Instrument Prepared By
Celeda Wallace
Action No. 47161
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. 051028114

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 River Bend Condominium Association of Brevard, 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 26,
Township 25 South, Range 37 East, in Banana River,
Brevard County, Florida, containing 4,080 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated April 4, 2013.

TO HAVE THE USE OF the hereinabove described premises from December 15, 2022, the effective date of this lease renewal, through December 15, 2032, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 12-slip private residential multi-family docking facility with boat lifts to be used exclusively for mooring of recreational vessels in conjunction with an upland residential condominium, 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 St. Johns River Water Management District Permit Modification No 40-009-64427-8, dated January 4, 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 \$0 00, which includes the discounts authorized pursuant to Section 253.0347(2)(f), Florida Statutes, plus 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 permit(s) 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 use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 4435, Page 3756, Public Records of Brevard County, Florida, as amended from time to time, 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 be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 4435, Page 3756, Public Records of Brevard County, Florida, as amended from time to time, 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:

River Bend Condominium Association of Brevard, Inc.
3360 South Atlantic Avenue
Cocoa Beach, FL 32931

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 common elements described in that certain Declaration of Condominium recorded in Official Records Book 4435, Page 3756, Public Records of Brevard County, Florida, as amended from time to time, which shall run with the title to said common elements and shall be binding upon Lessee and 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 common elements described in that certain Declaration of Condominium recorded in Official Records Book 4435, Page 3756, Public Records of Brevard County, Florida, as amended from time to time. This lien on the common elements 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 CONDITIONS:

A. Within 60 days after the Lessor's execution of this lease, the 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. The 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. The 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).

B. The Lessee shall ensure that no less than eight (8) of the slips are made available exclusively to non-power vessels, such as sailboats. No power craft will be allowed in these eight (8) slips.

C. The Lessee shall prohibit mooring, on either a temporary or permanent basis, to the landward face of the main access dock and "T" dock. To ensure compliance, the Lessee shall place and maintain: (1) a 3-foot high railing along the entire landward perimeter of the structure, and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

D. Use of wet slips shall be restricted to persons who have a real property interest in a dwelling unit in River Bend, a Condominium.

[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

Original Signature

Kathy C Griffin
Print/Type Name of Witness

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.

Celeda Wallace
Original Signature

Original Signature

Celeda Wallace
Print/Type Name of Witness

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 27th day of April, 2023, 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:

[Signature] 4/7/2023
DEP Attorney Date

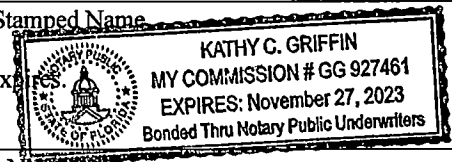
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No



WITNESSES.

River Bend Condominium Association of Brevard, Inc.,
a Florida nonprofit corporation (SEAL)

Maurice M. Carter
Original Signature

BY Joann Monai
Original Signature of Executing Authority

MAURICE M. CARTER
Typed/Printed Name of Witness

Joann Monai
Typed/Printed Name of Executing Authority

Gary J. Monai
Original Signature

President
Title of Executing Authority

GARY J. MONAI
Typed/Printed Name of Witness

"LESSEE"

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17 day of April, 2023, by Joann Monai as President of River Bend Condominium Association of Brevard, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. She is personally known to me or who has produced _____, as identification.

My Commission Expires.

Jacqueline R. Grant
Signature of Notary Public



JACQUELINE R. GRANT
Commission # HH 252170
Expires June 8, 2026

Notary Public, State of FLORIDA

Commission/Serial No. 6/8/06

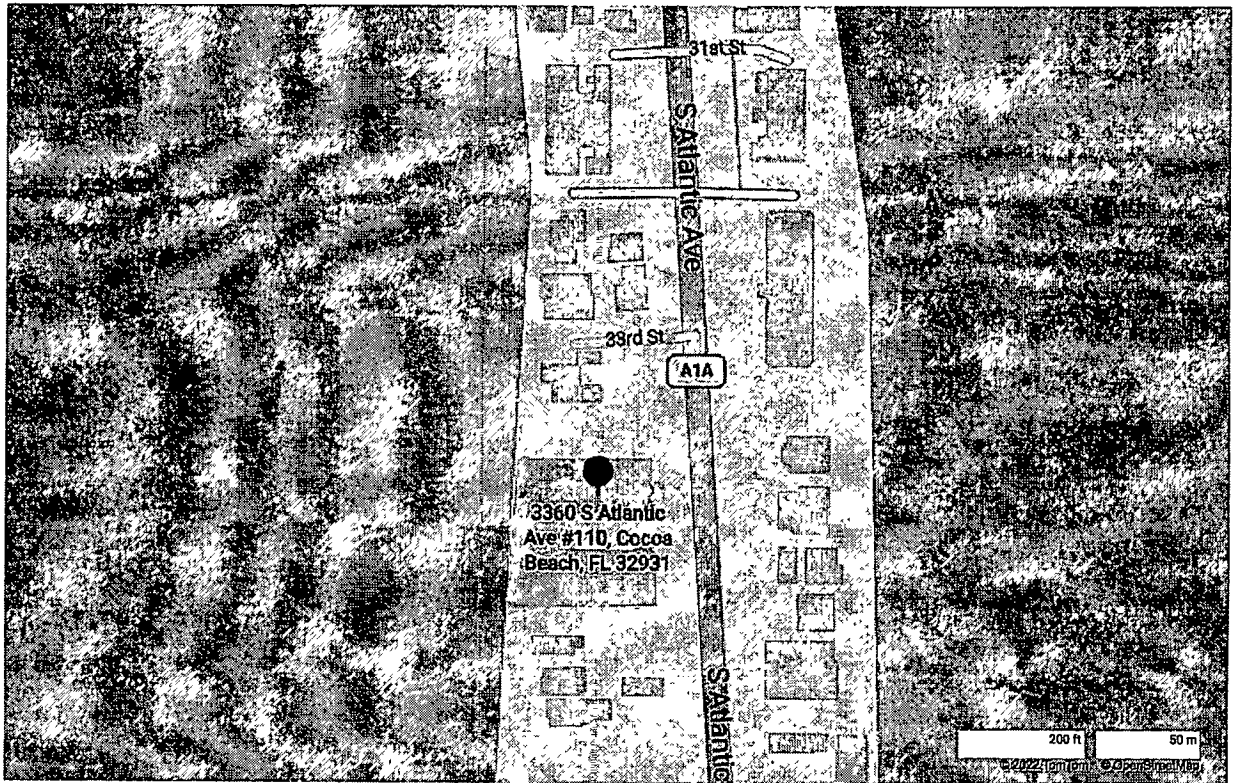
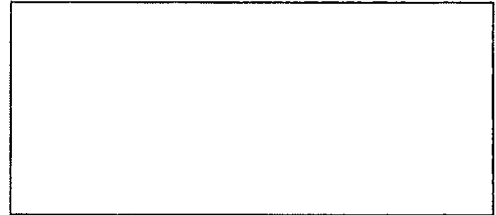
JACQUELINE R. GRANT
Printed, Typed or Stamped Name

3/9/23, 3:18 PM

Bing Maps - Directions, trip planning, traffic cameras & more

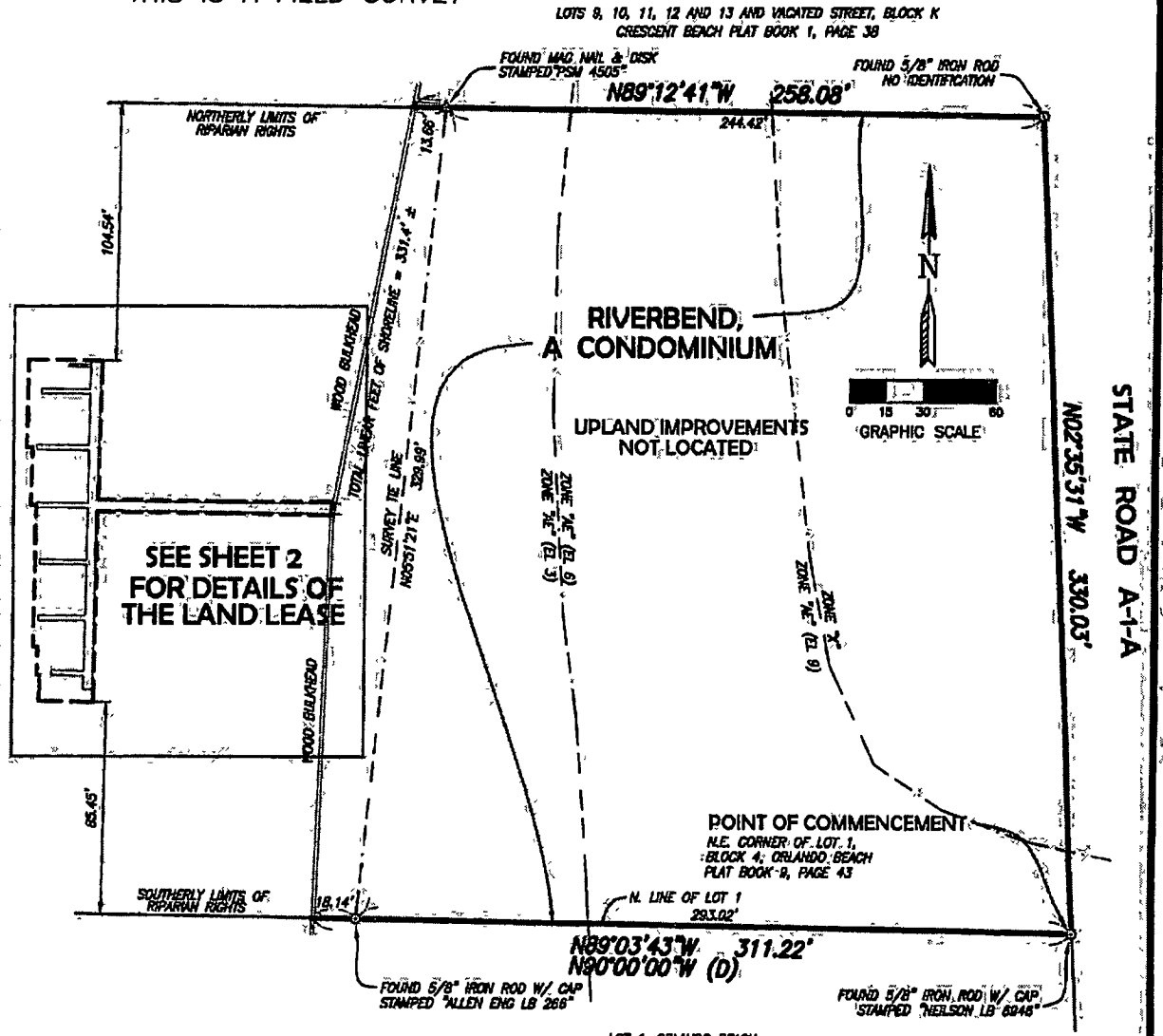


3360 S Atlantic Ave #110, Cocoa Beach, FL 32931



SKETCH OF SURVEY OF SUBMERGED LAND LEASE

THIS IS A FIELD SURVEY



SHEET 1 OF 5

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7449 - FAX: (321)783-6902
WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

CERTIFICATE OF AUTHORIZATION # LB 266

4. CORRECT DESCRIPTION SF	4-04-13
3. CORRECT SECTION	3-28-13
2. ADD IMPROVEMENTS	9-13-10
1. ADDRESSED SJRWI COMMENTS	12/11/09
DATE: 10-09-08	DRAWN BY: KSC
JOB NO. 070074	SCALE: 1"=60'

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached Sketch of Survey was prepared under my direction, in accordance with all applicable requirements of the "Minimum Technical Standards," for land surveying in the State of Florida, described in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

ALLEN ENGINEERING, INC.
BY: *Robert W. Salmon*
ROBERT W. SALMON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 4262

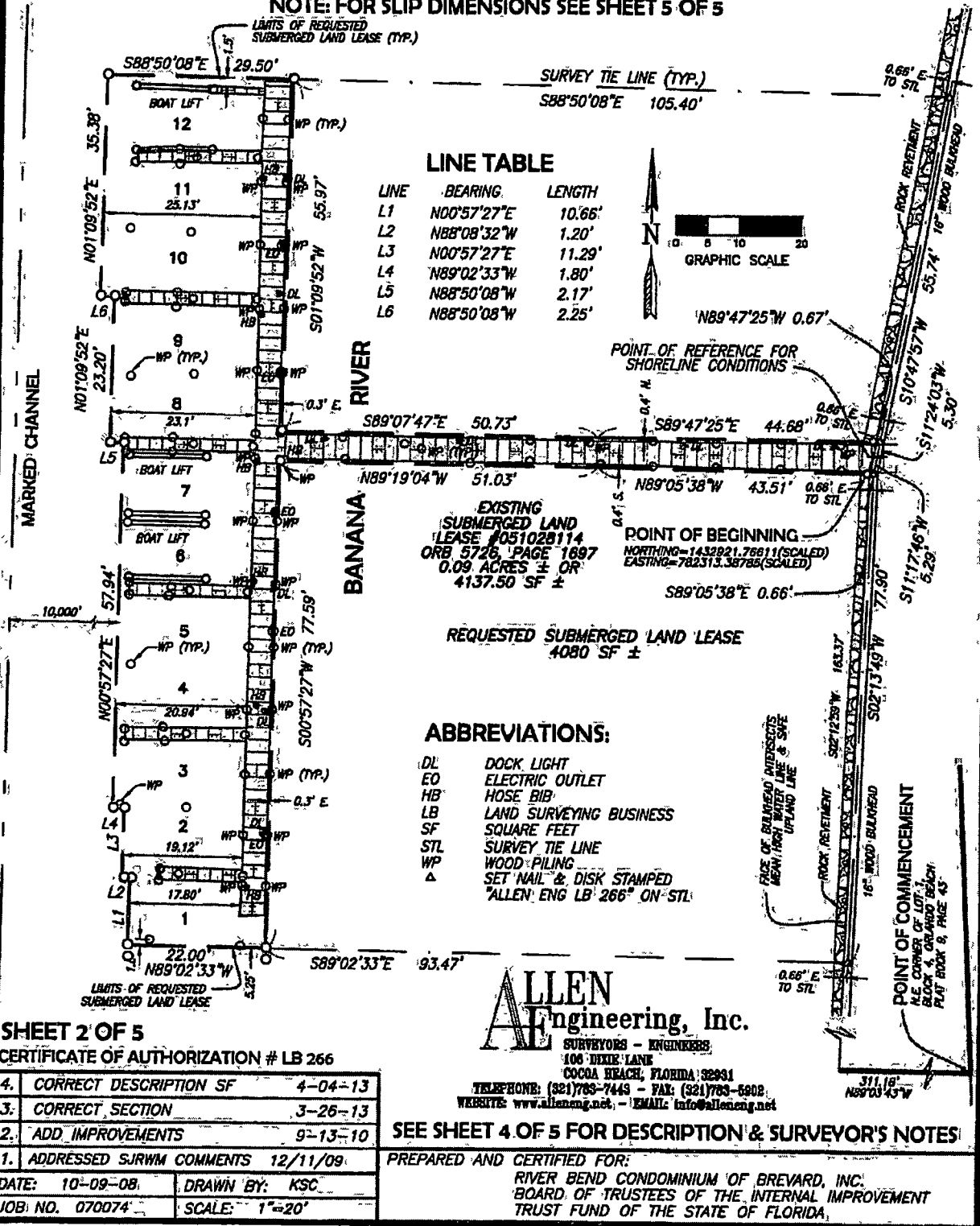
Not valid without the signature, and the original raised seal of a Florida licensed surveyor and mapper.

PREPARED AND CERTIFIED FOR:
RIVER BEND CONDOMINIUM OF BREVARD, INC.
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

SKETCH OF SURVEY OF SUBMERGED LAND LEASE

THIS IS A FIELD SURVEY

NOTE: FOR SLIP DIMENSIONS SEE SHEET 5 OF 5



LINE TABLE

LINE	BEARING	LENGTH
L1	N00°57'27"E	10.66'
L2	N88°08'32"W	1.20'
L3	N00°57'27"E	11.29'
L4	N89°02'33"W	1.80'
L5	N88°50'08"W	2.17'
L6	N88°50'08"W	2.25'

EXISTING SUBMERGED LAND LEASE #051028114
 ORB 5726, PAGE 1897
 0.09 ACRES ± OR
 4137.50 SF ±

REQUESTED SUBMERGED LAND LEASE
 4080 SF ±

- ABBREVIATIONS:**
- DL DOCK LIGHT
 - EO ELECTRIC OUTLET
 - HB HOSE BIB
 - LB LAND SURVEYING BUSINESS
 - SF SQUARE FEET
 - STL SURVEY TIE LINE
 - WP WOOD PILING
 - △ SET NAIL & DISK STAMPED
- ALLEN ENG LB 266 ON STL

ALLEN
 Engineering, Inc.
 SURVEYORS - ENGINEERS
 106 JIMMIE LANE
 COCOA BEACH, FLORIDA 32931
 TELEPHONE: (321)789-7449 - FAX: (321)783-6908
 WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

SHEET 2 OF 5
 CERTIFICATE OF AUTHORIZATION # LB 266

4.	CORRECT DESCRIPTION SF	4-04-13
3.	CORRECT SECTION	3-26-13
2.	ADD IMPROVEMENTS	9-13-10
1.	ADDRESSED SJRW COMMENTS	12/11/09
DATE:	10-09-08	DRAWN BY: KSC
JOB NO. 070074	SCALE: 1"=20'	

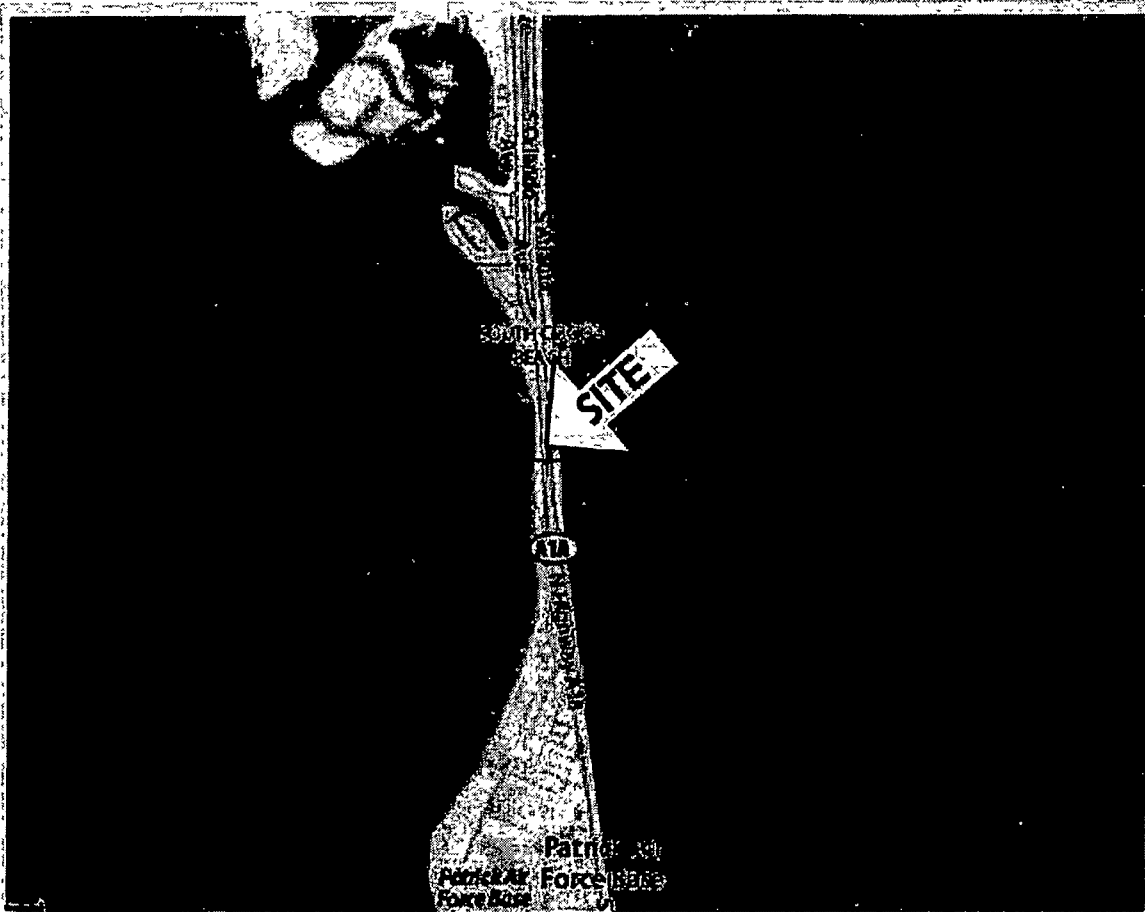
SEE SHEET 4 OF 5 FOR DESCRIPTION & SURVEYOR'S NOTES

PREPARED AND CERTIFIED FOR:
 RIVER BEND CONDOMINIUM OF BREVARD, INC.
 BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
 TRUST FUND OF THE STATE OF FLORIDA

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SKETCH OF SURVEY OF SUBMERGED LAND LEASE

THIS IS A FIELD SURVEY



LOCATION MAP
NOT TO SCALE

SHEET 3 OF 5

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS
106 DIXIE LANE
COCCA BEACH, FLORIDA 32081
TELEPHONE: (321)763-7443 - FAX: (321)763-6902
WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

CERTIFICATE OF AUTHORIZATION # LB 266

4.	CORRECT DESCRIPTION SF	4-04-13
3.	CORRECT SECTION	3-26-13
2.	ADD IMPROVEMENTS	9-13-10
1.	ADDRESSED SJRWV COMMENTS	12/11/09
JOB NO. 070074		DATE: 10-09-08

PREPARED AND CERTIFIED FOR:
RIVER BEND CONDOMINIUM OF BREVARD, INC.
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

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SKETCH OF SURVEY OF SUBMERGED LAND LEASE

THIS IS A FIELD SURVEY

RIVERBEND DOCK SOVEREIGN SUBMERGED LAND LEASE

A portion of Section 26, Township 25 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 1, ORLANDO BEACH, according to the Plat thereof as recorded in Plat Book 9, Page 43, of the Public Records of Brevard County, Florida; thence N89°03'43"W, along said North line, a distance of 311.16 feet, to the Westery face of a wood bulkhead and the safe upland line of the Banana River; thence meander said bulkhead face and said safe upland line, generally N02°12'59"E, a distance of 163.37 feet, to a line lying 5 inches South of an existing wood dock; and the POINT OF BEGINNING of the herein described parcel; thence N89°05'38"W, a distance of 43.51 feet; thence N89°19'04"W, a distance of 51.03 feet; thence S00°57'27"W, a distance of 77.59 feet; thence N89°02'32"W, a distance of 22.00 feet; thence N00°57'27"E, a distance of 10.66 feet; thence N88°08'33"W, a distance of 1.20 feet; thence N00°57'27"E, a distance of 11.29 feet; thence N89°02'31"W, a distance of 1.80 feet; thence N00°57'28"E, a distance of 57.94 feet; thence N88°50'13"W, a distance of 2.17 feet; thence N01°09'52"E, a distance of 23.20 feet; thence N88°50'10"W, a distance of 2.25 feet; thence N01°09'52"E, a distance of 35.38 feet; thence S88°50'08"E, a distance of 29.50 feet; thence S01°09'52"W, a distance of 55.97 feet; thence S89°07'47"E, a distance of 50.73 feet; thence S89°47'25"E, a distance of 44.68 feet; thence S11°17'47"W, a distance of 5.29 feet, to the POINT OF BEGINNING; Containing 4,080 square feet or 0.09 acres; more or less.

LEGEND:

- ⊙ = FOUND 5/8" IRON ROD W/ PLASTIC CAP STAMPED "ALLEN ENG LB 266" UNLESS NOTED OTHERWISE
- ▲ = FOUND CONC. NAIL W/ DISK STAMPED "ALLEN ENG LB 266"
- △ = SET MAG NAIL & DISK STAMPED "ALLEN ENG LB 266"
- = NO CORNER SET OR FOUND, DENOTES CHANGE IN DIRECTION ONLY

SURVEYOR'S NOTES:

1. Unless otherwise noted, underground improvements (foundations, utilities, etc.) were not located by this survey.
2. According to F.I.R.M. (Flood Insurance Rate Map) Number 125092 0388 E, Map Index date: November 19, 1997, this property lies within F.I.R.M. Zone "X" and Zone "AE" Elevations 3.
3. The bearings shown hereon are based on an assumed bearing of N89°03'43" W along the North line of Lot 1, Block 4, ORLANDO BEACH.
4. Refer to sheet 5 of 5 for the shoreline conditions within one thousand feet North and South of the existing overwater structure.
5. The elevations shown hereon are based on a closed and adjusted level loop run through Florida Department of Environmental Protection monuments 70-80-A19-2; A20 through A25; a USC & GS Monuments "Tech" and "Naval Reserve 1939". All Elevations shown are based on National Geodetic Vertical Datum of 1929.

SHEET 4 OF 5

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS
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CERTIFICATE OF AUTHORIZATION # LB 266

4.	CORRECT DESCRIPTION SF	4-04-13
3.	CORRECT SECTION	3-26-13
2.	ADD IMPROVEMENTS	9-13-10
1.	ADDRESSED SURVW COMMENTS	12/11/09
JOB NO. 070074		DATE: 10-09-08

SEE SHEET 1 OF 5 FOR SURVEYOR'S CERTIFICATION

PREPARED AND CERTIFIED FOR:
RIVER BEND CONDOMINIUM OF BREVARD, INC.
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

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SKETCH OF SURVEY OF SUBMERGED LAND LEASE

THIS IS A FIELD SURVEY

SHORELINE CONDITIONS ADJACENT TO THE OVERWATER STRUCTURE

North		South	
Feet	Condition	Feet	Condition
0-162	Bulkhead	0-166	Bulkhead
162-294	Riprap	166-216	Bulkhead
294-324	Riprap	216-266	Bulkhead
324-524	Riprap, 1 Mangrove	266-316	Bulkhead
524-554	Riprap, 1 Mangrove	316-366	Natural, 2 Mangroves
554-754	Bulkhead	366-416	Bulkhead
754-784	Riprap, 4 Mangroves	416-466	Bulkhead
784-884	Bulkhead	466-566	Riprap
884-984	Bulkhead	566-616	Riprap
984-1014	Riprap	616-666	Riprap
1014-1114	Riprap	666-705	Natural
		705-855	Natural
		855-905	Seawall
		905-955	Bulkhead
		955-1005	Bulkhead

ALL DIMENSIONS ARE REFERENCED FROM THE CENTERLINE OF THE MAIN PIER (SEE SHEET 2 OF 2)

SLIP DIMENSIONS
(ROUNDED TO THE NEAREST FOOT)

SLIP#	LENGTH X WIDTH
1	18' X 9'
2	19' X 10'
3, 4, 5, 6 AND 7	21' X 10'
8 AND 9	23' X 10'
10, 11 AND 12	25' X 12'

SHEET 5 OF 5



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