



# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

May 21, 2021

New Smyrna Storage LLC  
Attn: Mr. Richard Bazinet  
880 Bay Road  
Mount Dora, FL 32757

Instrument No. 640356294  
Lessee: New Smyrna Storage LLC

Dear Mr. Bazinet,

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 BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING 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) 245-2758 or [Kathy.Griffin@dep.state.fl.us](mailto:Kathy.Griffin@dep.state.fl.us).

Sincerely,

A handwritten signature in blue ink that reads "Kathy C. Griffin".

Kathy Griffin  
Bureau of Public Land Administration  
Division of State Lands  
State of Florida Department of Environmental Protection

/kcg

cc: File

This Instrument Prepared By:  
Tiana D. Brown  
Action No. 41581  
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

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SOVEREIGNTY SUBMERGED LANDS LEASE

BOT FILE NO. 640356294  
PA NO. 0364574-002-EI

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

WITNESSETH: That for and in consideration of 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 New Smyrna Storage LLC, a Florida limited liability company, 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 38,  
Township 17 South, Range 34 East, in Indian River North,  
Volusia County, Florida, containing 803 square feet, more or less,  
as is more particularly described and shown on Attachment A,  
dated August 22, 2019.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from December 20, 2019, 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 2-slip commercial docking facility to be used exclusively for the mooring of commercial vessels in conjunction with an upland dry storage facility and commercial boat sales, 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. 0364574-002-EI, dated October 25, 2019, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.



2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$541.00, 25 percent surcharge, 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(31), 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 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:

New Smyrna Storage LLC  
880 Bay Road  
Mount Dora, FL 32757

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 CONDITIONS:

A. Vessels using the docking facility for temporary or permanent mooring shall be limited to those with a maximum draft which allows one foot of clearance as measured from the water's surface to either the bottom of the vessel's propulsion unit fully trimmed down or to the deepest part of the vessel, whichever is deeper.

B. Mooring at this docking facility is temporary and transient in nature and mooring between the hours of sunset to sunrise is prohibited.

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

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

(SEAL)

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.

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing was acknowledged before me by means of physical presence this 20<sup>th</sup> day of May, 2021, 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:

DEP Attorney

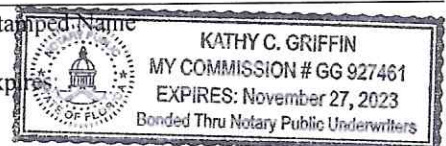
2/24/2020

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires



Commission/Serial No.



WITNESSES:

[Signature]  
Original Signature

Andrea Hall  
Typed/Printed Name of Witness

Andrea Hall  
Original Signature

Andrea Hall  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ✓ physical presence or    online notarization this 14 day of May, 2021, by Richard Bazinet, who is a Manager of New Smyrna Storage LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced   , as identification.

My Commission Expires



Commission/Serial No. GG 308632

New Smyrna Storage LLC,  
a Florida limited liability company (SEAL)

BY: [Signature]  
Original Signature of Executing Authority

Richard Bazinet  
Typed/Printed Name of Executing Authority

Manager  
Title of Executing Authority

“LESSEE”

Rosemary Hall  
Signature of Notary Public

Notary Public, State of Florida

Rosemary Hall  
Printed, Typed or Stamped Name



WITNESSES:

[Signature]  
Original Signature

Dany Hizon  
Typed/Printed Name of Witness

Andrea Hall  
Original Signature

Andrea Hall  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Lake

New Smyrna Storage LLC,  
a Florida limited liability company (SEAL)

BY: [Signature]  
Original Signature of Executing Authority


Joseph Daprile  
Typed/Printed Name of Executing Authority

Manager  
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me by means of ✓ physical presence or    online notarization this 14 day of May, 2021, by Joseph Daprile, who is a Manager of New Smyrna Storage LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced   , as identification.

My Commission Expires:

  
Commission/Serial No. GG 308632

Rosemary Hall  
Signature of Notary Public

Notary Public, State of Florida

Rosemary Hall  
Printed, Typed or Stamped Name



WITNESSES:

New Smyrna Storage LLC,  
a Florida limited liability company (SEAL)

[Signature]  
Original Signature

Ram Hall  
Typed/Printed Name of Witness

Andrea Hall  
Original Signature

Andrea Hall  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Lake

BY: [Signature]  
Original Signature of Executing Authority

Michael Munier  
Typed/Printed Name of Executing Authority

Manager  
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me by means of ✓ physical presence or    online notarization this 14 day of May, 2021, by Michael Munier, who is a Manager of New Smyrna Storage LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced   , as identification.

My Commission Expires: 

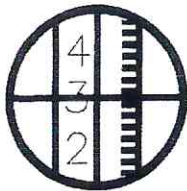
Commission/Serial No. GG 308632

Rosemary Hall  
Signature of Notary Public

Notary Public, State of Florida

Rosemary Hall  
Printed, Typed or Stamped Name





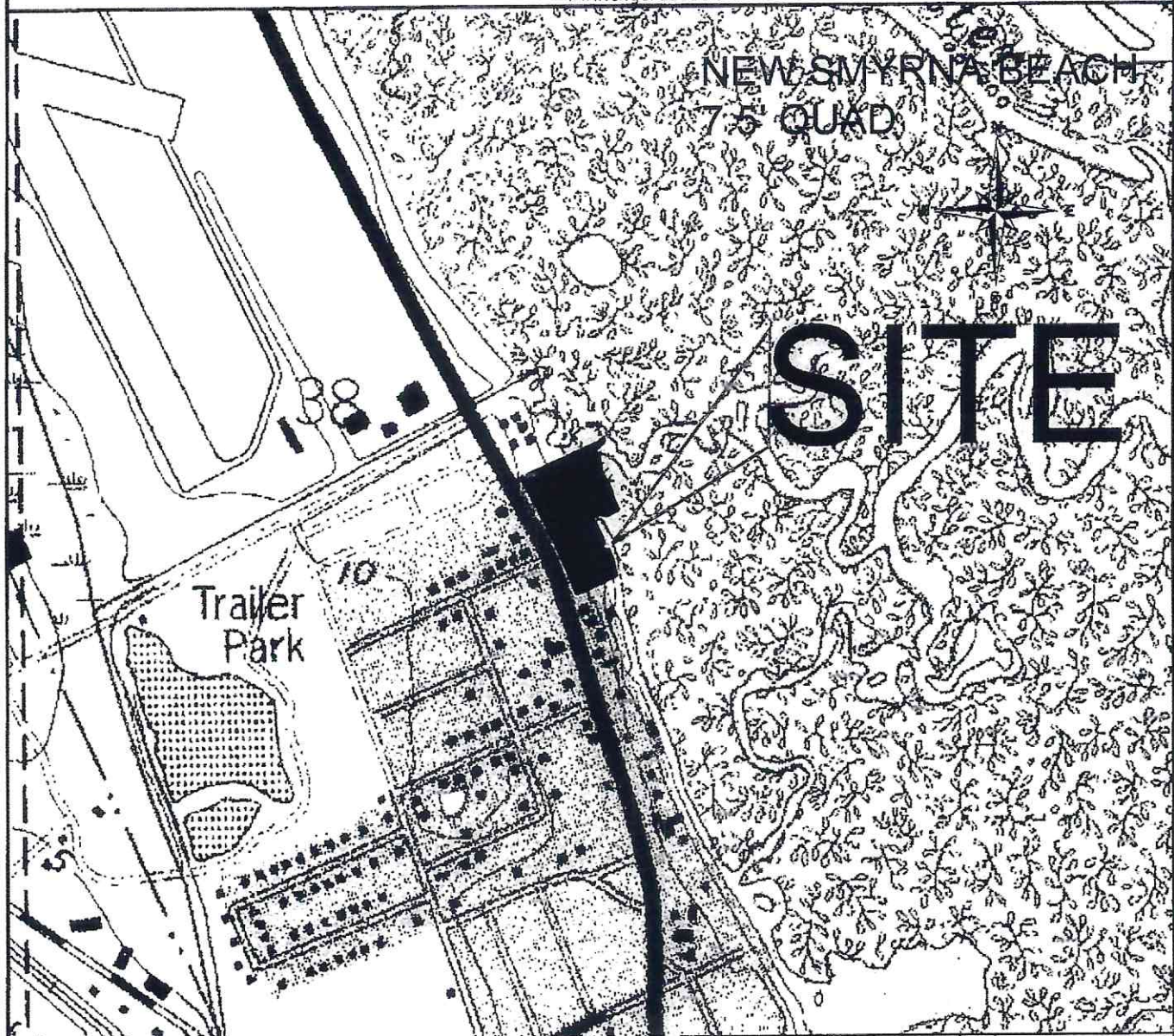
# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5385

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www.sligerassociates.com



SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

FOR: BIO-TECH CONSULTING, INC.

DESCRIPTION: SKETCH AND DESCRIPTION FOR SOVEREIGN SUBMERGED  
LAND LEASE

VICINITY MAP

JOB #19-0970

SCALE: NTS'

FIELD BOOK:

PAGE:

## ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
RA	RADIUS
R	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
NAD 83	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 6

## LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

RECEIVED

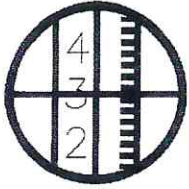
DEC 11 2019

DEP Central District









# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

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www.sligerassociates.com

## LEGAL DESCRIPTION UPLAND PARCEL.

BEING LOTS 15, 16, 17, 18, 19 & 20, HOWARD'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 150, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS THEREUNTO APPERTAINING OR IN ANYWISE BELONGING, A PARCEL OF FILLED SOVEREIGNTY LAND LYING ADJACENT TO SECTION 38, TOWNSHIP 17 SOUTH, RANGE 34

EAST, VOLUSIA COUNTY, FLORIDA ALL LYING EASTERLY OF U.S. HIGHWAY 1 (A 100 FOOT RIGHT-OF-WAY) AS NOW LAID OUT.

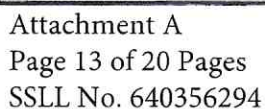
## BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED PRM LB 3612 AND RLS 2860 MARKING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 (A 100 FOOT RIGHT-OF-WAY) AS NOW LAID OUT AND THE NORTHWESTERLY CORNER OF LOT 20, HOWARD'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 150, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 65 DEGREES 50 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF LOT 20 OF SAID HOWARD'S SUBDIVISION, FOR A DISTANCE OF 203.77 FEET; THENCE NORTH 84 DEGREES 50 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 7.71 FEET; THENCE NORTH 67 DEGREES 17 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 35.09 FEET; THENCE NORTH 51 DEGREES 54 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 14.07 FEET; THENCE NORTH 65 DEGREES 50 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 164.49 FEET TO A POINT ON THE MEAN HIGH WATER LINE 0.73 NAVD 88 DATUM, FIELD LOCATED FEBRUARY 10, 2015; THENCE SOUTH 24 DEGREES 07 MINUTES 43 SECONDS WEST ALONG SAID LINE, FOR A DISTANCE OF 10.16 FEET; THENCE SOUTH 47 DEGREES 18 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 16.99 FEET; THENCE SOUTH 44 DEGREES 13 MINUTES 19 SECONDS WEST, FOR A DISTANCE OF 30.43 FEET; THENCE SOUTH 22 DEGREES 01 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 10.38 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 9.21 FEET; THENCE SOUTH 40 DEGREES 57 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 20.32 FEET; THENCE SOUTH 07 DEGREES 24 MINUTES 24 SECONDS EAST, FOR A DISTANCE OF 27.23 FEET; THENCE SOUTH 12 DEGREES 04 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 46.31 FEET; THENCE SOUTH 23 DEGREES 42 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 21.67 FEET; THENCE SOUTH 34 DEGREES 34 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 38.79 FEET; THENCE SOUTH 21 DEGREES 28 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 42.06 FEET; THENCE SOUTH 13 DEGREES 04 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 41.62 FEET; THENCE SOUTH 26 DEGREES 25 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 50.22 FEET; THENCE SOUTH 62 DEGREES 14 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 58.96 FEET; THENCE NORTH 82 DEGREES 43 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 40.74 FEET; THENCE SOUTH 64 DEGREES 48 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 25.19 FEET; THENCE SOUTH 22 DEGREES 40 MINUTES 17 SECONDS WEST, FOR A DISTANCE OF 11.64 FEET; THENCE SOUTH 25 DEGREES 52 MINUTES 55 SECONDS EAST ALONG THE MEAN HIGH WATER LINE 0.73 NAVD 88 DATUM, FIELD LOCATED FEBRUARY 10, 2015, FOR A DISTANCE OF 83.86 FEET; THENCE SOUTH 28 DEGREES 40 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 20.94 FEET; THENCE SOUTH 13 DEGREES 34 MINUTES 27 SECONDS EAST, FOR A DISTANCE OF 19.16 FEET; THENCE SOUTH 40 DEGREES 41 MINUTES 15 SECONDS WEST, FOR A DISTANCE OF 16.03 FEET; THENCE SOUTH 28 DEGREES 10 MINUTES 24 SECONDS EAST, FOR A DISTANCE OF 26.61 FEET; THENCE NORTH 87 DEGREES 20 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 21.89 FEET; THENCE SOUTH 22 DEGREES 52 MINUTES 54 SECONDS EAST, FOR A DISTANCE OF 51.40 FEET; THENCE SOUTH 12 DEGREES 58 MINUTES 41 SECONDS EAST, FOR A DISTANCE OF 51.82 FEET; THENCE SOUTH 11 DEGREES 47 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 20.14 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 15 OF AFORESAID HOWARD SUBDIVISION; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 65 DEGREES 59 MINUTES 32 SECONDS WEST ALONG THE SAID SOUTH LINE, FOR A DISTANCE OF 202.75 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 15, AND THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 (A 100 FOOT RIGHT-OF-WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHWESTERLY AND TO LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 05 MINUTES 15 SECONDS, A RADIUS OF 2914.93 FEET, A CHORD BEARING NORTH 24 DEGREES 01 MINUTES 13 SECONDS WEST, A CHORD DISTANCE OF 360.34 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 360.57 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE; THENCE CONTINUE ALONG SAID WESTERLY LINE NORTH 27 DEGREES 29 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 241.05 FEET TO A POINT OF BEGINNING.

SAID PARCEL CONTAINS 169,754 SQUARE FEET MORE OR LESS AND 3.90 ACRES MORE OR LESS.

NOT A FIELD SURVEY

SHEET 3 OF 6







# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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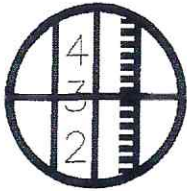
## DESCRIPTION OF PREEMPTED AREA FOR SUBMERGED LAND LEASE

A PORTION OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING ADJACENT TO SECTION 38, TOWNSHIP 17 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA IN THE INDIAN RIVER NORTH, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 15, HOWARD'S SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN MAP BOOK 11, PAGE 150 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LOT 15, N65°59'32"E, 202.75 FEET; THENCE N11°47'56"W, 20.14 FEET; THENCE N12°58'41"W, 51.82 FEET; THENCE N22°52'54"W, 51.40 FEET; THENCE S87°20'04"W, 19.34 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE INDIAN RIVER NORTH AND POINT OF BEGINNING; THENCE S87°20'04"W ALONG SAID MEAN HIGH WATER LINE, 2.55 FEET; THENCE ALONG SAID MEAN HIGH WATER LINE N28°10'24"W, 26.61 FEET; THENCE ALONG SAID MEAN HIGH WATER LINE N40°41'15"E, 6.07 FEET; THENCE DEPART SAID MEAN HIGH WATER LINE N63°58'49"E, 21.93 FEET; THENCE S26°01'11"E, 30.00 FEET; THENCE S63°58'49"W, 24.16 FEET TO THE POINT OF BEGINNING.  
CONTAINING 803 SQUARE FEET MORE OR LESS.

NOT A FIELD SURVEY

SHEET 5 OF 6



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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PORT ORANGE, FL. 32127

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## SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON DEED WITH THE BEARING ON THE SOUTH LINE OF LOT 15, HOWARD'S SUBDIVISION, MAP BOOK 11, PAGE 150, BEING N65°59'32"E.

4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

5. LEASE AREA DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC.. AUGUST 22, 2019.

NOT A FIELD SURVEY

## REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA	8/22/2019	19-0970
NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE			

SHEET 6 OF 6

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: BIO-TECH CONSULTING, INC.

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	AUGUST 22, 2019	19-0970	SKS	JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5, 17, 050 THROUGH 51-17,052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046

Attachment A

Page 15 of 20 Pages

SSLL No. 640356294



Prepared by and return to:

Robert Kit Korey, PA  
Korey, Sweet, McKinnon & Simpson  
595 W. Granada Blvd. Suite A  
Ormond Beach, FL 32174  
386-677-3431  
File Number: 2016-283  
Will Call No.:

Parcel Identification No. 7438-14-00-0020

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 30th day of June, 2016 between **Thomas J. Wilson and Donna L. Wilson** whose post office address is **600 W. Hermosa Drive, Fullerton, CA 92835** of the County of **Orange**, State of **California**, grantor\*, and **New Smyrna Storage, LLC** a Florida limited liability company whose post office address is **12 Winding Creek Way, Ormond Beach, FL 32174** of the County of **Volusia**, State of **Florida**, grantee\*,

**Witnesseth** that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Volusia County, Florida**, to-wit:

**All of STOR-IT BOAT & RV OF NEW SMYRNA BEACH, A LAND CONDOMINIUM, according to The Amended and Restated Declaration of Condominium recorded in O.R. Book 7127, Page 3016, and all exhibits and amendments thereof, said Amended and Restated Declaration of Condominium amends and restates that certain Declaration of Condominium recorded in O.R. Book 7202, Page 646, Public Records of Volusia County, Florida, LESS AND EXCEPT Unit No. 1.**

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

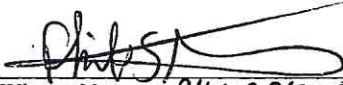
Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

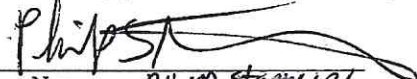
\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: PHILIP STERBLINK

  
Witness Name: CHRISTINE R. MILLER

  
Witness Name: PHILIP STERBLINK

  
Witness Name: CHRISTINE R. MILLER

 (Seal)  
Thomas J. Wilson

  
Donna L. Wilson

State of California  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2016 by Thomas J. Wilson and Donna L. Wilson, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]

Notary Public

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

My Commission Expires: \_\_\_\_\_

see  
Attached  
Notary  
6-28-16



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of ORANGE )  
On June 28<sup>th</sup> 2016 before me, PHILIP STERBLING Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared THOMAS J. WILSON &  
Name(s) of Signer(s)  
DONNA L. WILSON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Philip Sterbling  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Prepared by and return to:

Robert Kit Korey, PA  
Korey, Sweet, McKinnon & Simpson  
595 W. Granada Blvd. Suite A  
Ormond Beach, FL 32174  
386-677-3431  
File Number: 2016-283  
Will Call No.:

Parcel Identification No. 7438-14-00-0010

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 30th day of June, 2016 between New Smyrna Beach Storage, LLC, a Florida limited liability company whose post office address is 12 Winding Creek Way, Ormond Beach, FL 32174 of the County of Volusia, State of Florida, grantor\*, and New Smyrna Storage, LLC a Florida limited liability company whose post office address is 12 Winding Creek Way, Ormond Beach, FL 32174 of the County of Volusia, State of Florida, grantee\*,

**Witnesseth** that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

Unit No. 1 of STOR-IT BOAT & RV OF NEW SMYRNA BEACH, A LAND CONDOMINIUM, according to The Amended and Restated Declaration of Condominium recorded in O.R. Book 7127, Page 3016, and all exhibits and amendments thereof, said Amended and Restated Declaration of Condominium amends and restates that certain Declaration of Condominium recorded in O.R. Book 7202, Page 646, Public Records of Volusia County, Florida.

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.



Signed, sealed and delivered in our presence:

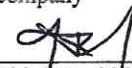
  
Witness Name: Robert M. King

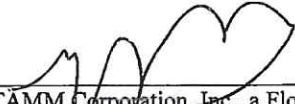
  
Witness Name: Alexandra R. Bowman

  
Witness Name: Robert M. King

  
Witness Name: Alexandra R. Bowman

New Smyrna Beach Storage, LLC, a Florida limited liability company

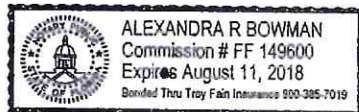
  
(Seal)  
Third World Investments II, LLC, a Florida limited liability company, Authorized Member  
By: Joseph Daprile, Managing Member

  
(Seal)  
The Tamm Corporation, Inc., a Florida corporation, Authorized Member  
By: Michael Munier, President

State of Florida  
County of Volusia

The foregoing instrument was acknowledged before me this 30th day of June, 2016 by Joseph Daprile, Managing Member of Third World Investments II, LLC, a Florida limited liability company, on behalf of the company, as Authorized Member of New Smyrna Storage, LLC, a Florida limited liability company, who [X] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Alexandra R. Bowman

My Commission Expires: 08/11/2018

State of Florida  
County of Volusia

The foregoing instrument was acknowledged before me this 30th day of June, 2016 by Michael Munier, President of The Tamm Corporation, Inc., a Florida corporation, on behalf of the corporation, as Authorized Member of New Smyrna Storage, LLC, a Florida limited liability company, who [X] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Alexandra R. Bowman

My Commission Expires: 08/11/2018