

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF STATE LANDS

LEGAL DESCRIPTION REVIEW FOR
SOVEREIGN SUBMERGED LANDS LEASE
"LEAN" METHODOLOGY

PROJECT DATA

Project name:	LEGAL REVIEW						
County:	VOLUSIA	Section:	37	Township:	16S	Range:	34E
Water body:	HALIFAX RIVER						
Applicant name:	OCEAN SUPPORT INC						
Survey firm:	SLEGER & ASSO						
Surveyor name:	JOSEPH ZAPERT			License No	4046		
District:	CENTRAL	Processor	IMIRIO PEREZ				
Date received:			9/20/2023				
Date review completed:			10/9/2023	By:	SCOTT E. WOOLAM		
Comments	Sketch and legal are in compliance.						

Review of Resubmittal

Date received:			
Date review completed:		By:	
Comments			

NOTE: Add short explanation under Comments for all items checked NO.

Legal Description

Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Legal description contains:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Section-Township-Range
<input checked="" type="checkbox"/>	<input type="checkbox"/>	County
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water body
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Legal description is correct
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Legal description mathematically closes
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Calculated areas of lands described are included in description (square feet and acres)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Calculated areas are correct
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Legal description is tied to one upland monument, which is a corner of record
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sufficient geometry is given to plot and survey legal description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Legal description is qualified to MHWL/OHWL/SUL (not approximate)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	If qualified to SUL, contains qualifier similar to "all those sovereign submerged lands lying within the following described parcel"
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All information called for in the legal description is included on the survey/sketch
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All information in the legal description is in the same form on the survey/sketch
<input type="checkbox"/> n/a	<input type="checkbox"/>	Separate legal description for preempted area of non-water dependent structures including roof line on separate pages

Comments: _____

**SPECIFIC PURPOSE SURVEY OF A PORTION OF
SUBMERGED LANDS LYING IN THE HALIFAX RIVER
SECTION 37, TOWNSHIP 16 SOUTH, RANGE 34 EAST
PONCE INLET, VOLUSIA COUNTY, FLORIDA**

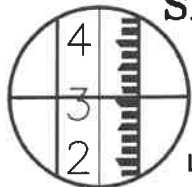


PROJECT: CRITTER FLEET
CLIENT: OCEAN SUPPORT, INC.

SCALE: 1"=500'
DATE: 09-01-2023

LEGEND / ABBREVIATIONS

—	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
FD	FOUND
PC	POINT OF CURVATURE
LB	LICENSED BUSINESS
RGE	RANGE
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

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

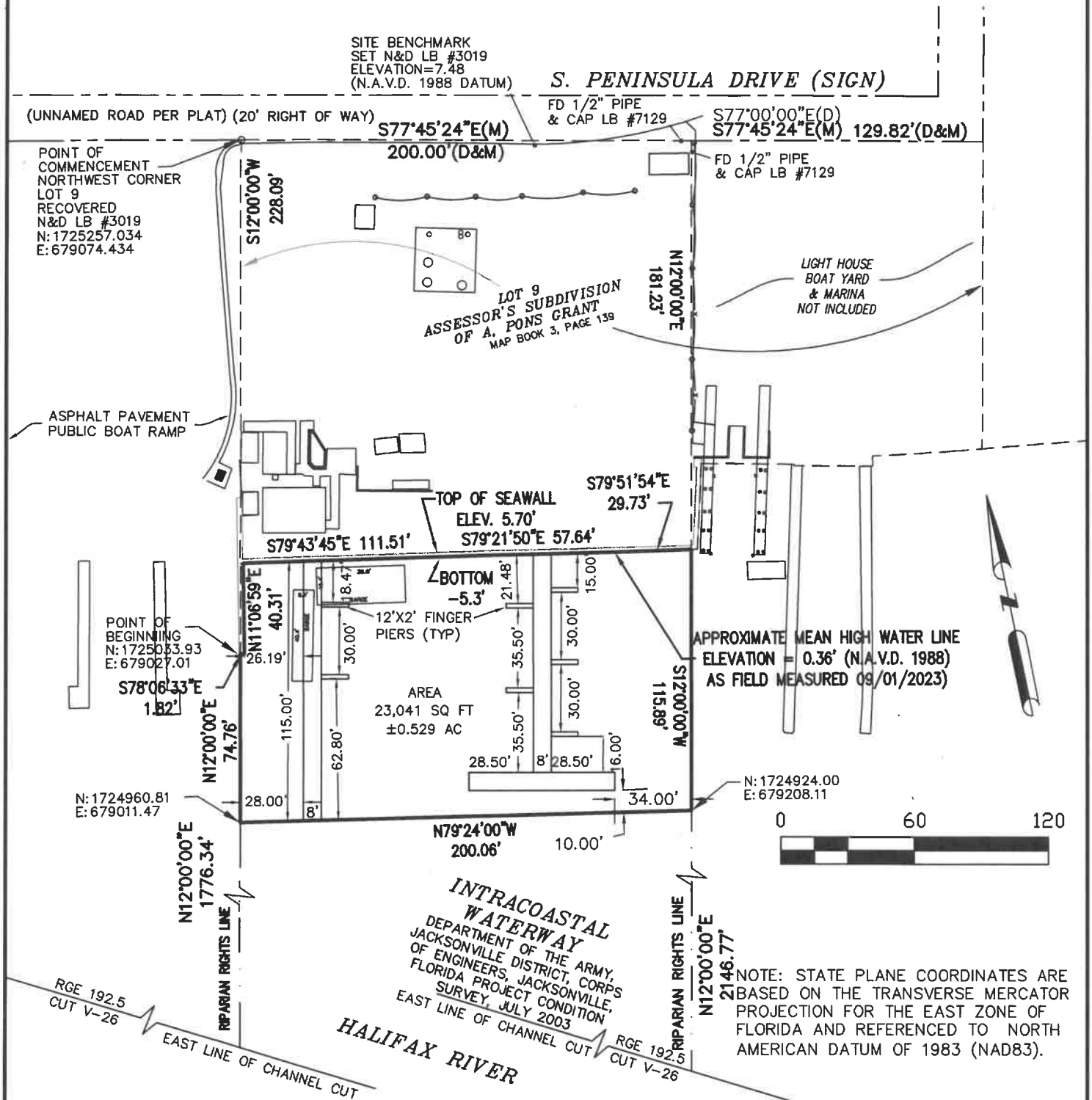
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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JOB NO. 23-0605 SHEET 1 OF 5

SUBMERGED LAND LEASE FIELD SURVEY



PROJECT: CRITTER FLEET
CLIENT: OCEAN SUPPORT, INC.

SCALE: 1"=60'
DATE: 09-01-2023

LEGEND / ABBREVIATIONS

—	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
FD	FOUND
PC	POINT OF CURVATURE
LB	LICENSED BUSINESS
RGE	RANGE
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM

JOB NO. 23-0605 SHEET 2 OF 5

SLIGER & ASSOCIATES, INC.

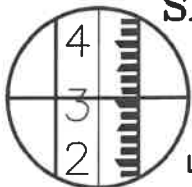
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[illegible]

JOB NO. 23-0605 SHEET 3 OF 5

SUBMERGED LAND LEASE FIELD SURVEY

DESCRIPTION: (PER ORB 4272, PG 3304)

UPLAND PARCEL

The Westerly two hundred (200) feet of Lot Nine (9) in ASSESSOR'S SUBDIVISION OF A. PONS GRANT, according to map or plat thereof as recorded in Map Book 3, Page 139, of the Public Records of Volusia County, Florida.

SUBMERGED LAND LEASE PARCEL: (BY SLIGER & ASSOCIATES, INC.)

A PORTION OF THE SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA LYING WITHIN THE HALIFAX RIVER IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA AND ADJACENT TO THOSE UPLANDS DESCRIBED IN OFFICIAL RECORD BOOK 4272, PAGE 3304, PUBLIC RECORDS OF SAID VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 9, THENCE RUN S12°00'00"W, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 228.09 FEET TO THE INTERSECTION OF SAID LINE AND THE MEAN HIGH WATER LINE OF THE EAST SHORE OF SAID HALIFAX RIVER AND THE POINT OF BEGINNING; THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING FIVE COURSES, S78°06'33"E, A DISTANCE OF 1.82 FEET; THENCE N11°06'59"E, A DISTANCE OF 40.31 FEET; THENCE S79°43'45"E, A DISTANCE OF 111.51 FEET; THENCE S79°21'50"E, A DISTANCE OF 57.64 FEET; THENCE S79°51'54"E, A DISTANCE OF 29.73 FEET; THENCE, DEPARTING SAID MEAN HIGH WATER LINE S12°00'00"W, A DISTANCE OF 115.89 FEET; THENCE N79°24'00"W, A DISTANCE OF 200.06 FEET; THENCE N12°00'00"E, A DISTANCE OF 74.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,041 SQUARE FEET OR 0.529 ACRES, MORE OR LESS.

DSM REVIEWED
By sew Date 10/9/23

PROJECT: CRITTER FLEET
CLIENT: OCEAN SUPPORT, INC.

SCALE: N/A'
DATE: 09-15-2023

JOB NO. 23-0605

SHEET 4 OF 5

SUBMERGED LAND LEASE FIELD SURVEY

SURVEYOR'S NOTES:

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE SOUTH RIGHT OF WAY LINE OF S. PENINSULA DRIVE, HAVING A BEARING OF S77°45'24"E.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER US C&GS BENCHMARK S-318 HAVING A PUBLISHED ELEVATION OF 4.21 FEET.
5. STATE PLANE COORDINATES AND LATITUDE AND LONGITUDE SHOWN ARE BASED UPON DIRECT RTK GPS MEASUREMENT AND ARE NAD 1983 (FLORIDA EAST ZONE - U.S. SURVEY FOOT. THE COORDINATES HAVE AN ACCURACY OF +/- 1 FOOT.
6. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
7. THIS SPECIFIC PURPOSE SURVEY IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 5.
8. THE RIPARIAN RIGHTS LINES SHOWN PER GENERALLY ACCEPTED METHODOLOGIES. A BINDING DETERMINATION OF RIPARIAN BOUNDARIES CAN ONLY BE MADE BY AGREEMENTS OF THE AFFECTED PARTIES OR BY A FINAL ADJUDICATION OF A COURT OF COMPETENT JURISDICTION.
9. THIS IS A FIELD SURVEY.
10. FIELD DATE OF SURVEY 8-17-2023.
11. MEAN HIGH WATER ELEVATION PER MEAN HIGH WATER PROCEDURE APPROVAL LETTER DATED JANUARY 17, 2023 EXTENDING ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 3972.
12. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
13. THERE IS 241 LINEAR FEET OF SHORELINE ON THE SUBJECT PROPERTY.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA.
OCEAN SUPPORT, INC.

I HEREBY CERTIFY THAT THIS SKETCH MEETS
THE STANDARDS OF PRACTICE SET FORTH
BY THE FLORIDA BOARD OF PROFESSIONAL
SURVEYORS AND MAPPERS IN CHAPTER
5J-17, FLORIDA ADMINISTRATIVE CODE,
PURSUANT TO SECTION 472.027, FLORIDA
STATUTES.

Joseph
E Zapert
Digitally signed
by Joseph E
Zapert
Date: 2023.10.09
08:56:18 -0400

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

PROJECT: CRITTER FLEET
CLIENT: OCEAN SUPPORT, INC.

SCALE: N/A
DATE: 09-15-2023

DRAWN BY: J. MOLLER

JOB NO. 23-0605 **SHEET** 5 OF 5

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
TITLE AND LAND RECORDS SECTION
BOARD OF TRUSTEES LAND DATABASE SYSTEM
WORKSHEET SHORT FORM (FOR INTERNAL DEP USE ONLY)

WORKSHEET ID: 124281
COUNTY: Volusia
FILE NUMBER: ACTION ID 45448
APPLICANT:
COMPANY: OCEAN SUPPORT INC
SITE: 4950 S PENINSULA DR
TYPE OF ACTIVITY: SUBMERGED LANDS LEASE
PROJECT LOCATION: 37 16S 34E
AQUATIC PRESERVE: N/A
WATER BODY: HALIFAX RIVER

DETERMINATION STATEMENT: BASED ON THE RECORDS WITHIN THE TITLE AND LANDS RECORD SECTION, THE BOARD OF TRUSTEES HOLDS TITLE TO THE SUBMERGED LANDS BELOW THE MEAN HIGH WATER LINE OF HALIFAX RIVER AT THE SUBJECT SITE AND IS SUBJECT TO LEASE 640021104, WHICH EXPIRES OCTOBER 22,2022.

TO: KATHY GRIFFIN
KM 05/19/2022

PREPARER: MCNEAL_K
DATE APPROVED: 05/27/2022
APPROVED BY: MCMILLAN_K
WORKSHEET STATUS: Approved

**Document Type: Current Submerged Land Lease
[CSL Coversheet]**

DM ID# _____

Instrument Desc.	RENEWAL (27)		
Lease #	640021104		
Permit Application #			
Document Date	10/20/2022		
Water Body	HALIFAX RIVER		
Original County	VOLUSIA		
Section(s)	37		
Township(s)	16S		
Range(s)	34E		
Total Area	14,479	Area Unit	(S) Square Feet
Recording County	B:	P:	O
Recording County Instrument #			I
Lessee	OCEAN SUPPORT, INC.		
Comments:			

Date prepped:
11/17/2022

Electronic images provided by the Bureau of Public Land Administration (BPLA). The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.



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

MEMORANDUM

TO: TITLE & LAND RECORD FILE
FROM: KAREN McMILLAN, PLANNING MANAGER
SUBJECT: PAPERLESS INITIATIVE
DATE: 11/17/2022

All backup documentation may not have been included in the transmittal of this document or file. If any other information is needed, please contact the following people:

NAME:		BUREAU	
Kathy Griffin		BPLA	
Brad Richardson		BPLA	

This Instrument Prepared By:
Kathy Griffin
Action No. 45448
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. 640021104

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 Ocean Support Inc., a Florida 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 37, Township 16 South, Range 34 East, in Halifax River, Volusia County, Florida, containing 14,479 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 30, 2000.

TO HAVE THE USE OF the hereinabove described premises from October 22, 2022, the effective date of this lease renewal, through October 22, 2027, 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 9-slip commercial docking facility with non-water dependent fish cleaning stations to be used exclusively for the mooring of charter fishing vessels in conjunction with an upland parking lot with ticket booth and marina office, with 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. 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 annual lease fee of \$2,778.52, 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. 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:

Ocean Support Inc.
Attn: Melody
949 Beville Road
South Daytona, FL 32119

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: Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

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

Rachelle Michaelson
Print/Type Name of Witness

Rachelle Michaelson
Original Signature

Rachelle Michaelson
Print/Type Name of Witness

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

(SEAL)

BY:

Brad Richardson
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 instrument was acknowledged before me by means of physical presence this 20th day of October 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.

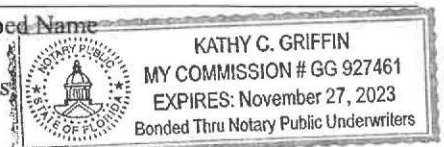
APPROVED SUBJECT TO PROPER EXECUTION:

Lois LaSera 10/7/2022
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires



Commission/Serial No.

WITNESSES:

Teresa Krause

Original Signature

TERESA KRAUSE

Typed/Printed Name of Witness

Sonora L. Mulder

Original Signature

Sonora L. Mulder

Typed/Printed Name of Witness

Ocean Support, Inc.
a Florida corporation

(SEAL)

BY:

[Signature]
Original Signature of Executing Authority

John T. Hinton, Jr.

Typed/Printed Name of Executing Authority

President

Title of Executing Authority

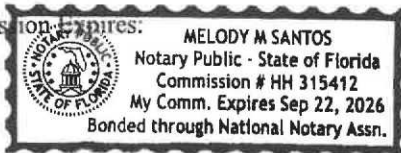
"LESSEE"

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of 4 physical presence or online notarization this 13th day of October, 2022, by John T. Hinton, Jr. as President of Ocean Support, Inc., a Florida corporation, for and on behalf of the corporation. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

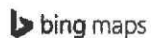


Commission/Serial No. _____

[Signature]
Signature of Notary Public

Notary Public, State of Florida

Melody M Santos
Printed, Typed or Stamped Name

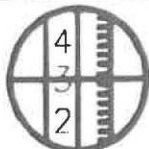


Waterproof Charters

Location Map_45448



Data from: Facebook



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO 3019

3921 SOUTH NOVA ROAD

PORT ORANGE, FL 32127

(904) 761-5385

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SURVEYOR'S 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 PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
- 2 DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF
- 3 BEARING STRUCTURE BASED ON THE STATE PLANE COORDINATE SYSTEM OF THE EAST ZONE OF FLORIDA AND SHOWN ON THE INTRACOASTAL WATERWAY MAP REFERENCED ON THE SURVEY WITH THE CENTERLINE OF CUT V BEING S16°39'16E.
- 4 UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
- 5 ELEVATIONS REFER TO N.G.V.D. OF 1929, PER U.S.C. & G.S. BENCH MARK T-318 HAVING A PUBLISHED ELEVATION OF 13.215 FEET.
- 6 UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
- 7 UPLAND PROPERTY DESCRIPTION PROVIDED BY CLIENT. SUBMERGED LAND LEASE DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC.

DESCRIPTION (UPLAND PARCEL):

THE WESTERLY TWO HUNDRED (200) FEET OF LOT NINE (9) IN ASSESSOR'S SUBDIVISION OF A. PONS GRANT, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 139, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

DESCRIPTION (LEASE AREA):

A PARCEL OF SUBMERGED LAND LOCATED IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, IN THE HALIFAX RIVER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 9, ASSESSOR'S SUBDIVISION OF A. PONS GRANT, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 139, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN S12°04'30"W ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 184.83 FEET TO A POINT ON THE SOUTH FACE OF AN EXISTING SEAWALL AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING, RUN ALONG THE SOUTH FACE OF SAID SEAWALL, S80°03'30"E A DISTANCE OF 200.14 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 200 FEET OF SAID LOT 9; THENCE, DEPARTING THE SOUTH FACE OF SAID SEAWALL, S12°04'30"W, ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 9, A DISTANCE OF 95.00 FEET; THENCE N77°55'30"E A DISTANCE OF 84.00 FEET; THENCE N12°04'30"W A DISTANCE OF 32.25 FEET; THENCE N77°55'30"E A DISTANCE OF 116.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 9; THENCE N12°04'30"E, ALONG SAID EXTENSION, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING. CONTAINING 14,479 SQUARE FEET, MORE OR LESS.

NOTE:

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

REFERENCE: SUBMERGED LAND LEASE FIELD SURVEY - LOT 9, ASSESSOR'S SUBDIVISION OF A. PONS GRANT

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SPECIFIC	OCEAN SUPPORT, INC.	NOV. 30, 2000	00-2657
PURPOSE	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE		

SHEET 2 OF 2		VALID WITH SIGNATURE & EMBOSSED SEAL ONLY				
FOR OCEAN SUPPORT, INC.		DATE	JOB NO	P.C	DRW	CHECKED BY
SKETCH OF DESCRIPTION						
BOUNDARY SURVEY						
TOPOGRAPHIC SURVEY						
FOUNDATION LOCATED						
FINAL IMPROVEMENTS						
RE-CERTIFICATION						
PROPOSED HOUSE LOCATION						
SPECIFIC PURPOSE	NOV 30, 2000	00-2657	MM	STK	STK	

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61C12-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.05, FLORIDA STATUTES.

STEPHEN B. SLIGER, P.L.S. NO. 3794
J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VANKLEEX, JR., P.S.M. NO. 6149



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

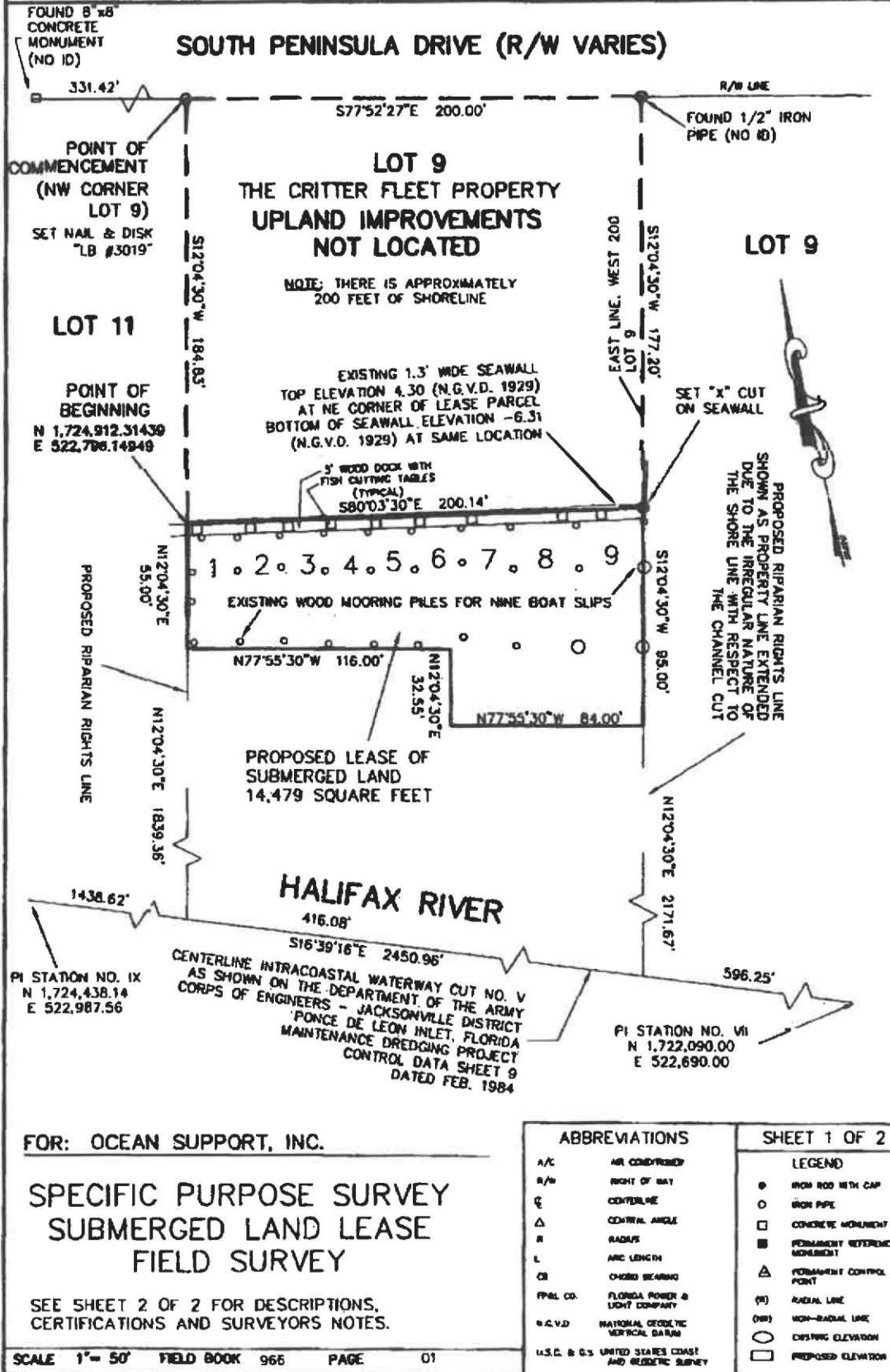
3921 SOUTH NOVA ROAD

PORT ORANGE, FL 32127

(904) 761-5385

www.sligerassociates.com

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TITLE OPINION

Subject property: The Westerly 200 feet of Lot 9, ASSESSORS PLAT OF THE A. PONS GRANT, according to the map or plat thereof as recorded in Plat Book 3, Page 139, Public Records of Volusia County, Florida.

My examination of the public records of Volusia County, Florida, as of August 8, 2000 at 11 p.m., reveals that the fee simple owner of the subject real property described hereinabove is OCEAN SUPPORT, INC., a Florida corporation, subject to the following:

1. Real property taxes for the year 2000 which are not yet due and payable. Parcel No. 6437-01-00-0092.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
7. Restrictions, covenants, conditions and easements as shown on the Plat of ASSESSORS PLAT OF THE A. PONS GRANT, recorded in Plat Book 3, Page 139, Public Records of Volusia County, Florida.
8. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
9. Sovereignty Submerged Lands Lease as recorded in Official Records Book 4291, Page 711, Public Records of Volusia County, Florida.
10. Riparian and littoral rights, if any, are not part of this opinion.
11. Rights of the United States of America and/or the State of Florida to any portion of said land which has been created by artificial means or has accreted to any such portion as so created.
12. Those portions of the property herein described being artificially filled in land in what was formerly navigable waters, are subject to the right of the United States Government arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
13. Any portion of the insured parcel lying waterward of the mean-high water line of the Halifax River are not part of this opinion.

DATED this 5th day of September, 2000.



Donald F. Hawkins, P.A.

(When to: (enclose self addressed stamped envelope)
Name:

DONALD E. HAWKINS, P.A.

Address:

501 South Ridgewood Avenue
Daytona Beach, FL 32114

This Instrument Prepared by:

DONALD E. HAWKINS, P.A.

Address:

501 South Ridgewood Avenue
Daytona Beach, FL 32114

Property Appraisers Parcel Identification (Folio) Number(s):

6437-01-00-0092

Grantee(s) S.S. #s: 59-3485371

QUIT-CLAIM DEED

01/30/1998 10:06

Doc stamps 0.70

NAME: FORM B

(Transfer Amt \$ 1)

Instrument # 98016039

Book: 4272

Page: 3304

Diane M. Matousek

Volusia County, Clerk of Court

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this 23rd day of January, A.D. 1998, by

first party, to OCEAN SUPPORT, INC., a Florida corporation,

whose post office address is 4950 South Peninsula Drive, Ponce Inlet, FL 32127

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 VOLUSIA, State of FLORIDA, to-wit:

The Westerly two hundred (200) feet of Lot Nine (9) in ASSESSOR'S SUBDIVISION OF A. PONS GRANT, according to map or plat thereof as recorded in Map Book 3, Page 139, of the Public Records of Volusia County, Florida.

To Have and to Hold The same together with all and singular the appurtenances thereunto 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 the presence of:

Debbie A. Wise

Witness Signature (as to First Grantor)

DEBBIE A. WISE

Printed Name

Linda A. Kohrt

Witness Signature (as to First Grantor)

LINDA A. KOHRT

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

STATE OF FLORIDA

COUNTY OF VOLUSIA

CHARLES J. SCHAMMEL

Charles J. Schammel

Witness Signature

CHARLES J. SCHAMMEL

Printed Name

3003 S. Atlantic Ave., #20B4

Post Office Address

Daytona Beach Shores, FL 32118

Co-Grantor Signature, if any

Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: PERSONALLY KNOWN TO ME and that an oath (was/was not) taken.

NOTARY RUBBER STAMP SEAL



Linda A. Kohrt
MY COMMISSION # CC675058 EXPIRES
November 1, 2001
BONDED THRU TROY FAY INSURANCE, INC.

Witness my hand and official seal in the County and State last aforesaid this

23rd day of January, A.D. 1998
Linda A. Kohrt
Notary Signature
LINDA A. KOHRT

Attachment 2: FINANCIAL ASSURANCE AFFIDAVIT (OTHER)

I John Hinton Jr (insert name), swear or affirm:

1. Ocean Support Inc (insert the Lessee's name) ("Lessee"), has applied to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") for a sovereignty submerged lands lease ("Lease") for the sovereignty submerged lands located adjacent to 4950 S Peninsula Dr (facility address) ("Leased Premises").
2. I am the president (insert title) of the Lessee.
3. The Lessee is not the subject of a pending bankruptcy proceeding.
4. The Lessee has no unsatisfied judgments entered against it in the State of Florida.
5. The Lessee has satisfied all state and local taxes for which it is responsible in the State of Florida.
6. There are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property adjacent to the Leased Premises that would impair the Lessee's financial capability to undertake and operate the facility authorized by the Lease.
7. This affidavit is made as an inducement for the Board of Trustees to grant a Lease to the Lessee, and the Lessee intends for the Board of Trustees to rely on these representations.

Ocean Support Inc a Florida
Corporation

By: [Signature]
Original Signature

John Hinton Jr
Printed/Typed Name

President
Title

BILLING INFORMATION FORM
PAYMENTS FOR LEASE NO. _____

Lessee Name: Ocean Support Inc

Management Co.: _____

Billing/Mailing Address: 949 Beville Road

City: S. Daytona State: FL Zip Code: 32119

Billing Contact Person: John Hinton

Telephone Number: (386) 547-4019
Area Code

Fax Number: (386) 761-1539
Area Code

E-Mail Address: deermest308@gmail.com or netme@aol.com

Facility Address: 4950 S. Peninsula Dr

City: Ponce Inlet State: FL Zip Code: 32127

SALES TAX CERTIFICATION/EXEMPTION

Six percent (6%) sales tax is due on each lease fee payment unless the Lessee can claim an ownership exemption.
I/We are exempt from sales tax for the reason checked below.

- ☐ Government Agency: _____ (Exemption Number)
- ☐ Exempt Organization: _____ (Exemption Number)
- ☒ Lease and collect sales tax on all available dock spaces. Attached

(Sales Tax Number)
- ☐ Lease and collect sales tax on some available dock spaces but fully assume the responsibility to remit six percent sales tax on that portion of space on which no sales tax is charged.

(Sales Tax Number)
- ☐ None of the above can be claimed.

A copy of the Florida Annual Resale Certificate For Sales Tax or the Certificate of Exemption must accompany this form to claim this exemption pursuant to Section 212.07(1)(b), F.S.

If Lessee is a Business/Corporation, Federal Employer Identification Number: _____

I/We certify that the above information is correct and agree to **NOTIFY THE BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION AT (850) 245-2720** within 30 days of the date of any change in the above designated billing agent, phone number, fax number or Lessee's tax status.

Signed: [Signature]
Lessee/Authorized Entity

12/30/22
Date

For Recurring Revenue Section Use Only	
Billing Form to Accountant: _____	_____/_____/_____ Originator's signature
Data Entered by Accountant: _____	_____/_____/_____ Accountant's signature