

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

DM ID# \_\_\_\_\_

**Instrument Desc.** | **RENEWAL**

**Lease #** | **520029964**

**Permit Application #** |

**Document Date** | **10/3/2014**

**Water Body** | **CURLEW CREEK**

**Original County** | **PINELLAS**

**Section(s)** | **15**

**Township(s)** | **28S**

**Range(s)** | **15E**

**Total Area** | **22,500** | **Area Unit** | **(S) Square Feet**

**Recording County** | **B:** | **P:** |

**Recording County Instrument #** | | **I**

**Lessee** | **CURLEW LANDINGS DOCK ASSOCIATION INC**

**Comments:**

**Date prepped:**  
**10/13/2014**

The information on this page was collected during the prep phase of scanning. Please refer to the document for actual information.



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

MARJORY STONEMAN DOUGLAS BUILDING  
3900 COMMONWEALTH BOULEVARD  
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

**MEMORANDUM**

**TO: TITLE & LAND RECORD FILE**  
**FROM: KAREN McMILLAN, PLANNING MANAGER**  
**SUBJECT: PAPERLESS INITIATIVE**  
**DATE: 10/13/2014**

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Due to DEP'S implementation of the '*Paperless Initiative*' of 2014, 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
Sue Jones	BPLA
Cheryl McCall	BPLA

This Instrument Prepared By:

~~M. Sue Jones~~

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. ~~520029964~~

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 Curlew Landings Dock Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

~~A parcel of sovereignty submerged lands in Section 25,~~  
Township 28 South, Range 15 East, in Curlew Creek,  
Pinellas County, containing 22,500 square feet,  
more or less, as is more particularly described and shown  
on Attachment A, dated November 5, 2009.

TO HAVE THE USE OF the hereinabove described premises from July 1, 2014, the effective date of this lease renewal, through July 1, 2024, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 50-slip private residential multi-family docking facility to be used exclusively for mooring of recreational vessels in conjunction with an upland residential townhome subdivision, 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 liveboards as defined in paragraph 26 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 \$ 00.00 (which, pursuant to Section 253.0347(2)(f), Florida Statutes, does not include a lease fee on a presumed area of 10 square feet of sovereignty submerged land for each linear foot of the Lessee's shoreline times the number of units with docks/wet slips in the multi-family development) plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. 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.

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 renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal 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) 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 renewal 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 renewal, 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 RENEWAL: This lease renewal 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 renewal.

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:

Curlw Landings Dock Association Inc.  
2350 Bayshore Blvd.  
Dunedin, Florida 34695

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 renewal.

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. 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 renewal 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 renewal 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 renewal 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 renewal, 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 renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal 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 agreement.

25. 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.

26. LIVEBOARDS: 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.

27. 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.

28. 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.

29. SPECIAL LEASE CONDITIONS:

A. Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

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

WITNESSES:

Michelle Brady  
Original Signature

Original Signature

Michelle Brady  
Print/Type Name of Witness

Print/Type Name of Witness

Kathy C Griffin  
Original Signature

Original Signature

Kathy C Griffin  
Print/Type Name of Witness

Print/Type Name of Witness

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

(SEAL)

BY: Cheryl C McCall

Cheryl C. McCall, 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 this 3rd day of October, 2014, by Cheryl C. McCall, 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Sam L. H. Min 9/23/14  
DEP Attorney Date

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Commission/Serial No.



WITNESSES:

W. P. Baralt  
Original Signature

William P. Baralt  
Typed/Printed Name of Witness

Christine Tribble  
Original Signature

Christine Tribble  
Typed/Printed Name of Witness

Curlew Landings Dock Association, Inc.,  
a Florida nonprofit corporation (SEAL)

BY: Marvin Siple  
Original Signature of Executing Authority

Marvin Siple  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

STATE OF FLORIDA

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 26<sup>TH</sup> day of SEPTEMBER, 2014, by Marvin Siple as President of Curlew Landings Dock Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced FLORIDA DRIVER'S LICENSE, as identification.

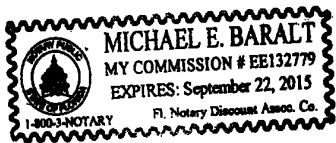
My Commission Expires: 9/22/15

Michael E. Baralt  
Signature of Notary Public

Notary Public, State of FLORIDA

MICHAEL E. BARALT  
Printed, Typed or Stamped Name

Commission/Serial No. #EE132779

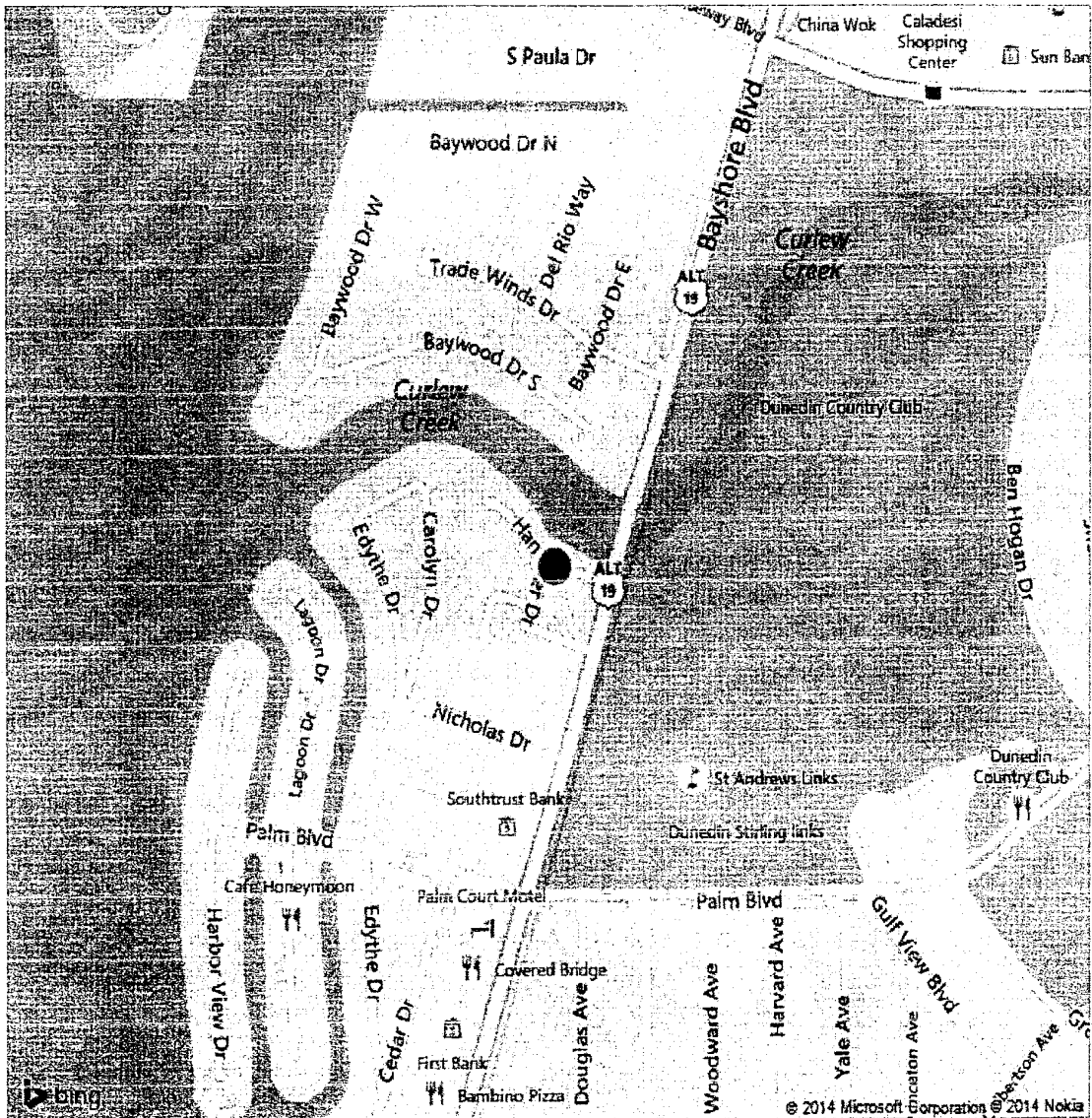
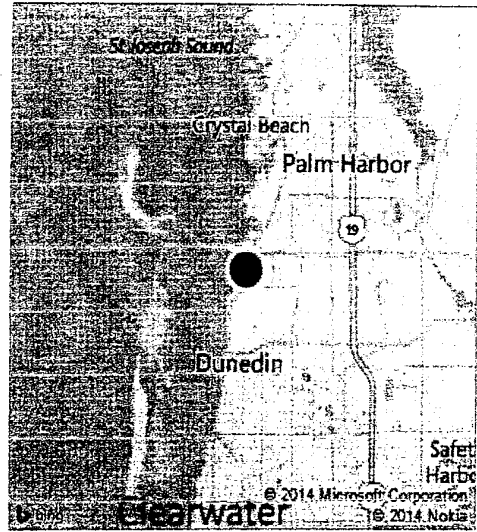




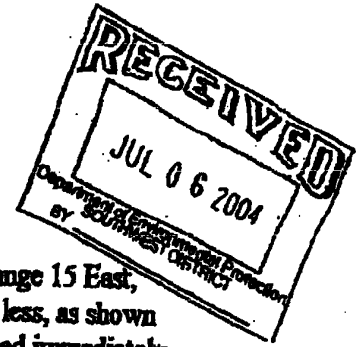
Drake Ln N, Dunedin, FL 34698

My Notes

On the go? Use [m.bing.com](http://m.bing.com) to find maps, directions, businesses, and more



Lease Area Description

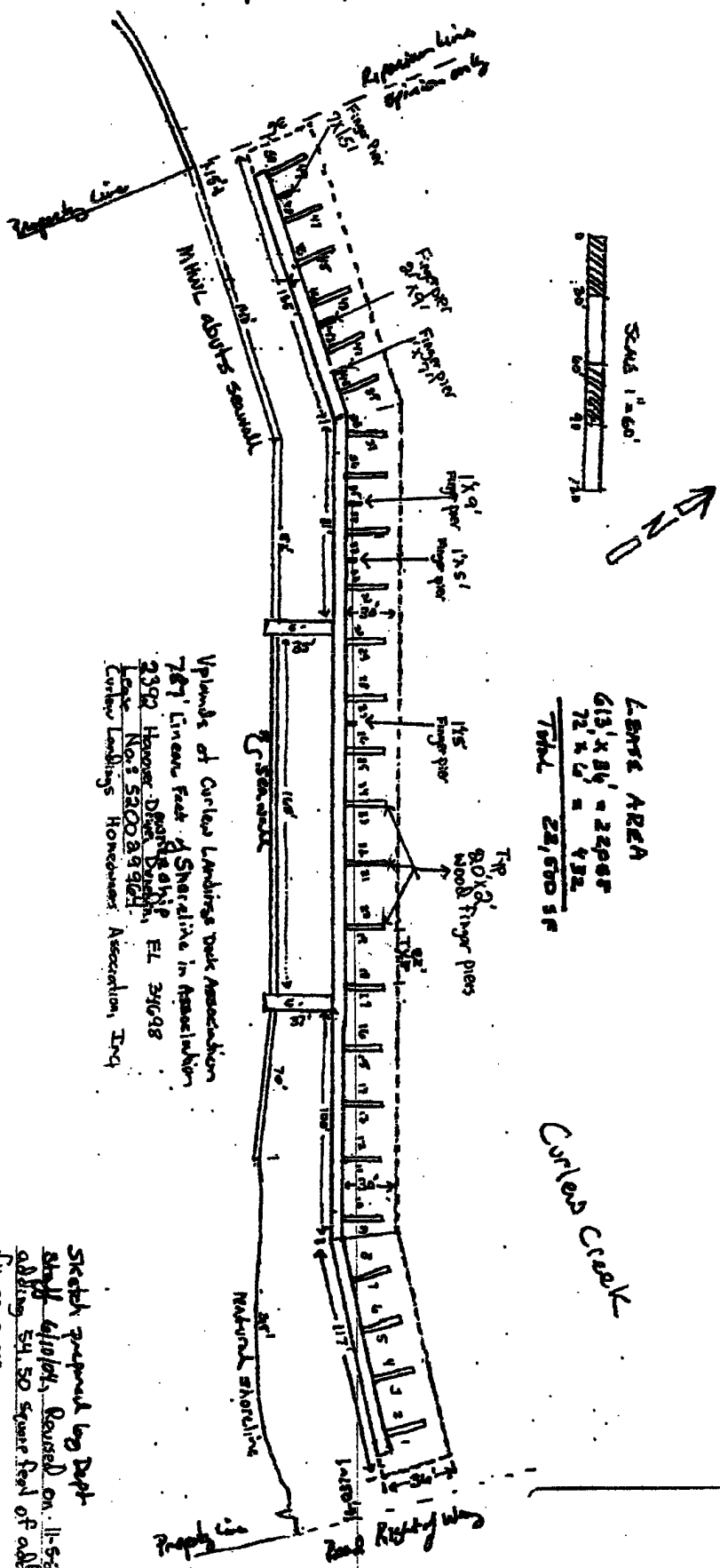


A parcel of submerged land located in Section 15, Township 28 South, Range 15 East, Pinellas County, in Curlew Creek, containing 22,500 square feet, more or less, as shown on the attached sketch labeled as Exhibit A and dated Nov. 5, 2009 located immediately waterward of that property with the following attached legal description:

From the Northeast corner of the southeast 1/4 of Section 15, Township 28 South, Range 15 East; and run thence North 89 deg. 57' 02" West along the Quarter Section Line, 116.31 feet to the centerline of State Road 595, extended; thence South 17 deg. 31' 18" West along the said centerline 1684.23 feet for a Point of Beginning; thence North 62 deg. 45' 49" West, 435.98 feet; thence North 48 deg. 06' 47" West, 302.98 feet; thence North 65 deg. 27' 19" West, 43.53 feet; thence South 20 deg. 29' 17" West, 86.94 feet to a point on an existing seawall; thence following said seawall along arc of a non-tangent curve to the right 201.38 feet, radius 467.85 feet, chord 199.83 feet, chord bearing South 63 deg. 20' 35" East to a point of tangency; thence South 51 deg. 00' 49" East, 381.92 feet; thence South 62 deg. 19' 04" East 203.90 feet; thence North 17 deg. 31' 18" East 90.40 feet to the Point of Beginning, LESS AND EXCEPT road right-of-way.

Together with that certain non-exclusive easement for ingress and egress, drainage and utilities, being more fully described in easement dated September 2, 1982 by Curlew Landings, Inc., a Florida Corporation, to Curlew Landings Docks, Inc., a Florida Corporation, recorded in O.R. Book 5397, Page 374, as amended in Official Record Book 5693, Page 2191, Public Records of Pinellas County, Florida.

Exhibit A



Uplands of Curlew Landings Duck Association  
 787' Linear Feet of Shoreline in Association  
 2392' Hoopoe District  
 Lake No. 5200 & 9424  
 Curlew Landings Hoopoes Association, Inc

Sketch prepared by Dept  
 Staff Elliott, Revised on 11-5-2009  
 adding 541.50 square feet of additional  
 finger piers

INST # 91-054862  
MAR 4, 1991 11:16AM

PINELLAS COUNTY FLA.  
OFF. REC. BK 7506 PG 1296

Prepared by:  
Gregory A. Fox, Esq.  
FOX & FOX, P.A.  
2380 DREW STREET, SUITE 3  
P.O. Box 5047  
Clearwater, FL 34618-5047

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED Made the 25<sup>th</sup> day of February, A.D. 1990 by G & S DEVELOPMENT, a Florida Joint Venture, comprised of SUNLOCK, INC. and NEWSTAR DEVELOPMENT, INC., both Florida Corporations, hereinafter called the GRANTOR, to CURLEW LANDINGS DOCK ASSOCIATION, INC., a Florida Corporation, whose post office address is 2350 BAYSHORE BOULEVARD, DUNEDIN, FLORIDA 34698 hereinafter called the GRANTEE.

01 RECORDING  
REC 1050  
DS 55  
ENT \_\_\_\_\_  
FEES \_\_\_\_\_  
MIF \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_  
TOTAL 1105

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee 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 Pinellas, State of Florida to-wit:

From the Northeast corner of the southeast 1/4 of Section 15, Township 28 South, Range 15 East, and run thence North 89 deg. 57' 02" West along the Quarter Section Line, 116.31 feet to the centerline of State Road 595, extended; thence South 17 deg. 31' 18" West along the said centerline 1684.23 feet for a Point of Beginning; thence North 62 deg. 45' 49" West, 435.98 feet; thence North 48 deg. 06' 47" West, 302.98 feet; thence North 65 deg. 27' 13" West, 43.53 feet; thence South 20 deg. 29' 12" West, 86.94 feet to a point on an existing seawall; thence following said seawall along arc of a non-tangent curve to the right 201.38 feet, radius 467.85 feet, chord 199.83 feet, chord bearing South 63 deg. 20' 36" East to a point of tangency; thence South 51 deg. 00' 43" East, 381.92 feet; thence South 62 deg. 19' 04" East 203.90 feet; thence North 17 deg. 31' 18" East 90.40 feet to the Point of Beginning, LESS AND EXCEPT road right-of-way.

Together with that, certain non-exclusive easement for ingress and egress, drainage and utilities, being more fully described in easement dated September 2, 1982 by Curlew Landings, Inc., a Florida Corporation, to Curlew Landings Docks, Inc., a Florida Corporation, recorded in O.R. Book 5397, Page 374, as amended in Official Record Book 5693, Page 2191, Public Records of Pinellas County, Florida.

The Grantee reserves unto itself the right to sell exclusive easements to individual docks as more fully set forth in the Declaration of Covenants, Restrictions and Easements of Curlew Landings Docks, recorded in Official Record Book 5500, Page 1233, Public Records of Pinellas County, Florida.

THIS IS A DEED OF CONVENIENCE

Documentary Tax Pd. \$ 55  
Intangible Tax Pd.  
Karlton F. DeShazo, Clerk, Pinellas County  
By [Signature] Deputy Clerk

RECORDED AND INDEXED  
\$10.50  
\$0.55  
TOTAL: \$11.05  
CHEN AND TENDERED: \$11.05  
CHANGED: \$0.00

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 Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

G & S DEVELOPMENT,  
A FLORIDA JOINT VENTURE

Karen Hubbs  
Diana F. Allison

Mary Szasz  
MARY SZASZ, VICE PRESIDENT  
SUNLOCK, INC.,  
GENERAL PARTNER

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared MARY SZASZ, VICE PRESIDENT OF SUNLOCK, INC., GENERAL PARTNER OF G & S DEVELOPMENT, a Florida Joint Venture, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27<sup>th</sup> day of February, A.D., 1991.

Notary Public, State of Florida  
My Commission Expires April 27, 1994  
Bonded Through Truist Insurance Co.

Diana F. Allison  
NOTARY PUBLIC

My Commission Expires:

