



# Florida Department of Environmental Protection

Northeast District  
8800 Baymeadows Way West, Suite 100  
Jacksonville, Florida 32256

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

August 20, 2020

**CERTIFIED MAIL-RETURN RECEIPT**

7016 1370 0001 1735 4457

Fisherman's Marina, LLC  
Mr. Ron Peled, Registered Agent  
3340 NE 190<sup>th</sup> Street, #1504  
Aventura, Florida 33180

**SUBJECT: NOTICE OF VIOLATION**  
**Department of Environmental Protection vs. Fisherman's Marina, LLC**  
**OGC File No. 20-1100**  
**Duval County – ERP Program Enforcement**

Dear Mr. Peled:

Attached is a Notice of Violation (NOV) issued by the Department in the above referenced case. The NOV addresses allegation of violations of Florida Statutes and Department rules.

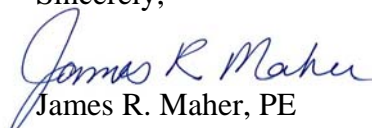
In order to resolve the violations cited in the NOV, you may enter into a Consent Order with the Department. Department policy calls for the assessment and collections of monetary settlements upon referral of cases to its enforcement section.

Please be advised that any administrative resolution of this matter must address the issue of payment of monetary settlement by you. In the absence of such a settlement, the Department may seek a separate judicial resolution of the penalties issued.

The NOV's Notice of Rights section explains what resource you have concerning resolution of the allegations contained in the NOV. Please read this section carefully.

If you have any questions or discussion regarding this document, please contact Neil Hornick (904) 256-1574, or by email at [Neil.Hornick@FloridaDEP.gov](mailto:Neil.Hornick@FloridaDEP.gov).

Sincerely,

  
James R. Maher, PE  
Assistant Director

Enclosure: Notice of Violation

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST FUND  
AND THE STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION,

IN THE OFFICE OF THE  
NORTHEAST DISTRICT

Petitioners,

v.

OGC FILE NO. 20-1100

THE FISHERMAN'S MARINA, LLC

Respondent.

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**NOTICE OF VIOLATION,**  
**ORDERS FOR CORRECTIVE ACTION,**  
**AND ASSESSMENT OF ADMINISTRATIVE PENALTIES**

TO: THE FISHERMAN'S MARINA, LLC  
c/o Mr. Ron Peled, Registered Agent  
3340 NE 190<sup>th</sup> Street, Apt. # 1504  
Aventura, Florida 33180  
Certified Mailing No. 7016 1370 0001 1735 4457

Pursuant to the authority of Sections 253.04, 373.129, and 403.121(2), Florida Statutes ("Fla. Stat."), and Rule 18-14.005(1), Florida Administrative Code ("Fla. Admin. Code"), the Board of Trustees of the Internal Improvement Trust Fund ("Board") and the State of Florida Department of Environmental Protection ("Department") give notice to THE FISHERMAN'S MARINA, LLC ("Respondent") of the following findings of fact, conclusions of law, orders for corrective action, and assessment of administrative penalties ("Notice"), with respect to violations of Chapters 253, 373, and 403, Fla. Stat., and the rules promulgated thereunder in Title 62, Fla. Admin. Code, and Chapters 18-14 and 18-21, Fla. Admin. Code.

## FINDINGS OF FACT

1. The Board is responsible for overseeing state-owned lands and ensuring that they are managed in trust for the citizens of the State of Florida, pursuant to Chapter 253, Fla. Stat., and the rules promulgated and authorized thereunder in Title 18, Fla. Admin. Code.

2. The Department performs all staff duties and functions related to the administration of state lands as provided in Section 253.002, Fla. Stat., including the power and duty to protect state lands from damage, trespass, depredation, or unlawful use, pursuant to Section 253.05, Fla. Stat. The Department is also the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapters 403 and 373, Fla. Stat., and the rules promulgated thereunder in Title 62, Fla. Admin. Code. In addition to its authority under Chapter 403, Fla. Stat., the Department is specifically authorized to administer and enforce the management and storage of surface waters and the environmental resource permitting programs in Chapter 373-Part IV, Fla. Stat.<sup>1</sup>

3. Respondent is a Florida limited liability company with its principal place of business located at 3340 NE 190<sup>th</sup> Street, Apt. 1504, Aventura, Florida, 33180. Respondent's registered agent is Ron Peled, whose business address is 3340 NE 190<sup>th</sup> Street, Apt. 1504, Aventura, Florida, 33180.

4. Respondent is the record owner of real property located at 451 Trout River Drive, Jacksonville, Florida, 32208, further identified by Duval County Property ID # 033197-0000, and Department Environmental Resource Program ("ERP") Site ID No. 261963 ("Property"), and holds a lease interest in submerged real property within the waters of the Trout River, identified by Duval County Property ID # 033197-0002.

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<sup>1</sup> In part, the Department has implemented these statutes through Chapter 62-330, Fla. Admin. Code, and the *Environmental Resource Permit Applicant's Handbook* ("Applicant Handbook"), incorporated by reference in Rule 62-330.010, Fla. Admin. Code.

5. At all times material to this Notice, Respondent had the authority to make and made the decisions relating to the Property that led to the violations set out in this Notice.

6. The Property is located on the south bank of the Trout River, a Class III water of the state as defined in Chapter 62-302, Fla. Admin. Code.

7. The Board owns the bottom of the Trout River adjacent to the Property and waterward of the mean high-water line, including Respondent's leased-interest in the portion of submerged property identified by Duval County Property ID # 033197-0002.

8. Respondent owns and operates The Fisherman's Marina, a commercial docking facility which is connected to the Property and extends waterward of the mean high-water line of the Trout River ("Dock Marina").

9. On May 16, 2013, the Board renewed Sovereignty Submerged Lands Lease No. 160001762 ("Lease") to Respondent, which authorized the use of 54,429 square feet of a sovereign submerged land of the Trout River and authorized the operation of a commercial docking facility for the mooring of commercial and non-commercial vessels in conjunction with an upland marina with fueling facilities, a sewage pumpout facility, provided it met the regulatory requirements of the Department or the State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards on sovereign submerged lands located adjacent to the Property ("Facility"). A copy of the Lease is attached hereto and incorporated herein as Exhibit "A."

10. The Lease, which expires on May 16, 2023, requires Respondent to submit annual lease fees to the Board and operate and maintain the Facility and premise in good coordination and in accordance with all lease conditions and applicable regulatory requirements.

11. An inspection of the submerged lands adjacent to the Property conducted by the Department on June 23, 2020, revealed the following:

- a. Dock, including associated mooring structures and decking, significantly dilapidated and in unusable, non-functional condition;
- b. Multiple dilapidated, non-functional vessels located within waters of the state at the Dock Marina, including several sunken vessels, two vessels with expired registration, and two vessels with no registration, one of which is listing and in danger of sinking.

A copy of the Department's June 23, 2020 Inspection Report and Aerials of the Property from the Duval County Property Appraiser are attached hereto and incorporated herein as Exhibits "B" and "C" respectively.

12. A review of Department and Board records also revealed that Respondent failed to submit the required lease, renewal, or supplemental lease fees in the amount of \$14,729.71, for the Facility for the years 2019 and 2020. A Department activity report detailing Respondent's lease execution and payment history, and State Lands Invoice is attached hereto and incorporated herein as Exhibit "D."

COUNT I  
FAILURE TO MAINTAIN STRUCTURES

13. The Department realleges the facts set out in Paragraphs 1 through 12 herein.

14. As of June 23, 2020, Respondent has failed to maintain the Dock Marina and the waters of the Dock Marina in a functional and safe condition, pursuant to Rule 18-21.004(7)(i), Fla. Admin. Code, and the terms of the Lease.

15. Respondent's failure to maintain the Dock Marina in a functional and safe condition has created a nuisance and a threat to public health, safety and welfare.

COUNT II  
UNPERMITTED AND UNAUTHORIZED FILL WITHIN  
WATERS OF THE STATE AND SOVEREIGN SUBMERGED LANDS

16. The Department realleges the facts set out in Paragraphs 1 through 12 herein.

17. As of June 23, 2020, Respondent has allowed and maintained unauthorized and unpermitted fill within waters of the state and sovereign submerged lands without authorization from the Board or the Department, pursuant to Section 253.77, Fla. Stat., and Chapters 18-20, 18-21, and 62-330, Fla. Admin. Code.

COUNT III  
UNPERMITTED AND UNAUTHORIZED DISPOSAL AND STORAGE OF  
SOLID WASTE IN A NATURAL OR ARTIFICIAL BODY OF WATER

18. The Department realleges the facts set out in Paragraphs 1 through 12 herein.

19. As of June 23, 2020, Respondent disposed of, and is storing, solid waste at an unpermitted and unauthorized location on sovereign submerged lands in violation of Rules 62-701.300(1)(a), and 62-701.300(2)(d), Fla. Admin. Code., and Section 403.708(1)(a), Fla. Stat.

20. Respondent's storage of solid waste in and around the waters of the Dock Marina has created a public nuisance, a navigational hazard, and a threat to public health, safety and welfare.

COUNT IV  
FAILURE TO COMPLY WITH RULE REQUIREMENTS

21. The Department realleges the facts set out in Paragraphs 1 through 12 herein.

22. Respondent has failed to submit annual lease fees in the amount of \$14,729.71, and/or late fees, for the use of the sovereign submerged lands within the Trout River upon which Respondent's Dock Marina are located, for the years 2019 and 2020, as required by of Rule 18-21.008(1)(b), Fla. Admin. Code., and Paragraphs 2 and 4 of the Lease.

COUNT V  
COSTS & EXPENSES

23. The Department realleges the facts set out in Paragraphs 1 through 12 herein.

24. Sections 373.129(6) and 403.141(1), Fla. Stat., provide that any person who violates Department rules or statutes is liable to the state for reasonable costs and expenses incurred by the Department to investigate and prosecute violations of Department regulations.

25. The Department has incurred expenses to date while investigating this matter in the amount of not less than \$1,000.00.

CONCLUSIONS OF LAW

The Department and Board have evaluated the Findings of Fact with regard to the requirements of Chapter 253, 373, and 403, Fla. Stat., including the rules promulgated thereunder in Titles 18 and 62, Fla. Admin. Code. Based on the foregoing facts, the Department and Board have made the following conclusions of law:

26. Respondent is a "person" within the meaning of Sections 373.019(15) and 403.031(5), Fla. Stat., and Rules 18-14.001(5), 18-21.003(44), and 62-701.200(83), Fla. Admin. Code.

27. Respondent is the record owner of the Property and has the authority and responsibility to perform maintenance activities on the Property, including the sovereignty submerged lands upon which Respondent's Dock Marina is located.

28. The Board deraigns title to the submerged real property in the Trout River upon which Respondent's Dock Marina is located, from the United States under the Equal Footing Doctrine, and by Florida's admission to the Union, Act of March 3, 1845, (Chapter 48, Subsection 1, 5 Stat. 742, Art. X, s. 11, Florida Constitution). The Board holds title to the submerged real property, not otherwise alienated or conveyed, in trust for all the people of the State of Florida. See, Art. X, s. 11, Florida Constitution; Sections 253.03 and 253.12, Fla. Stat.; and Rule 18-21.003(65), Fla. Admin. Code.

29. The Board is responsible for overseeing state-owned lands and ensuring that they are protected and managed in trust for the citizens of the State of Florida, pursuant to Chapter 253, Fla. Stat., and the rules promulgated and authorized thereunder in Title 18, Fla. Admin. Code. See, Sections 253.03(1) and 253.04(1), Fla. Stat.

30. The Department performs all staff duties and functions related to the administration of state lands as provided in Section 253.002, Fla. Stat., including the power and duty to protect state lands from damage, trespass, depredation, or unlawful. See Section 253.05, Fla. Stat; and Rule 18-21.003(19) and (20), Fla. Adin. Code.

31. The Department is the administrative agency of the State and has the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapters 403 and 373, Fla. Stat., and the rules promulgated thereunder in Title 62, Fla. Admin. Code., including the management and protection of surface waters and the waters of the state, pursuant to Chapter 373-Part IV, Fla. Stat.

32. Pursuant to Rule 18-21.003(21), Fla. Admin. Code, "Dock" means "a fixed or floating structure, including access walkways, terminal platforms, catwalks, mooring pilings, lifts, davits and other associated water-dependent structures, used for mooring and accessing vessels. *See also, Applicant's Handbook Volume I, Section 2.0 – Definitions and Terms.*<sup>2</sup>

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<sup>2</sup> The *Applicant's Handbook* incorporated by reference in Rule 62-330.010, Fla. Admin. Code.



33. Pursuant to Rule 18-21.003(36), Fla. Admin. Code, "Marina" is defined as "a small craft harbor complex used primarily for recreational boat mooring or storage."

34. Pursuant to Section 253.77(1), Fla. Stat., "a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board . . . until the person has received the required lease, license, easement, or other form of consent authorizing the proposed use."

35. Pursuant to Rule 18-21.003(32), Fla. Admin. Code, "Lease" means an interest in sovereignty lands designated by a contract creating a landlord-tenant relationship between the board as landlord and the applicant as tenant whereby the board grants and transfers to the applicant the exclusive use, possession, and control of certain specified sovereignty lands for a determinate number of years, with conditions attached, at a definite fixed rental."

36. Pursuant to Rule 18-21.004(1)(b), Fla. Admin. Code, "all leases, easements, deeds or other forms of approval for sovereignty land activities shall contain such terms, conditions, or restrictions as deemed necessary to protect and manage sovereignty lands." See also, Rule 18-21.008(1), Fla. Admin. Code.

37. Respondent entered into a binding Sovereignty Submerged Lands Lease (BOT No. 160001762), in accordance with Rule 18-21.008(1), Fla. Admin. Code, for the use of the sovereign submerged lands within the Trout River upon which Respondent's Dock Marina is located.

38. Pursuant to Paragraph 12 of the Lease, Respondent shall "abide by the provisions and conditions" of the Lease.

39. Pursuant to Paragraph 14 of the Lease, Respondent shall not "permit or suffer any nuisances . . . of any kind on the leased premises."

40. Pursuant to Paragraph 15 of the Lease, Respondent is required to "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."

41. Pursuant to Paragraph 25 of the Lease, Respondent shall "at all times comply with all Florida Statutes and all administrative rules promulgated thereunder."

42. Pursuant to Paragraph 2 of the Lease, Respondent shall pay "annual lease fee . . . within 30 days of the date of receipt of the invoice." In addition, Paragraph 4 of the Lease, requires that Respondent pay late fees "for lease fees or other charges due under this lease which are not paid within 30 days after the due date." See also, Rule 18-21.008(1)(b)1., Fla. Admin. Code.

43. Rule 18-21.004(7)(d), Fla. Admin. Code, requires that all structures or activities on sovereignty lands "shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources."

44. Pursuant to Rule 18-21.004(7)(i), Fla. Admin. Code, "structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional."

45. Pursuant to Rule 18-21.004(7)(g), Fla. Admin. Code, "structures or activities shall not create a navigational hazard."

46. Pursuant to Rule 18-14.003(1), Fla. Admin. Code, no person shall willfully damage state lands by filling "state land without the lease, license, easement or other form of consent required by the Board."

47. Pursuant to Rule 18-21.003(2), Fla. Admin. Code, "Activity" means "any use of sovereignty lands which requires board approval for letter of consent, lease, easement, sale, or transfer of interest in such sovereignty lands or materials. Activity includes, but is not limited to, the construction of docks, piers, boat ramps, board walks, mooring pilings, dredging of channels, filling . . . on sovereignty lands." See also, *Applicant's Handbook Volume I, Section 2.0 – Definitions and Terms* ("Activity" means the "construction, alteration, operation, maintenance, abandonment, or removal of any . . . works [including dredging or filling, as those terms are defined in Sections 373.403(13) and (14), F.S.], and appurtenant works").

48. Pursuant to Section 373.403(5), Fla. Stat., "Works" means "all artificial structures . . . placed in or across the waters in the state."

49. Pursuant to Rule 18-21.003(27), Fla. Admin. Code, "Fill" is defined as "materials from any source, deposited by any means onto sovereignty lands" for any purpose. See also, Section 373.403(14), Fla. Stat. ("Filling" means the "deposition, by any means, of materials in surface waters."); *Applicant's Handbook Volume I, Section 2.0 – Definitions and Terms*.

50. Section 823.11(b)(1), Fla. Stat., defines a "Derelict vessel" as "a vessel that is left, stored, or abandoned in a wrecked, junked, or substantially dismantled condition upon any public waters of this state."

51. Pursuant to Section 403.703(35), Fla. Stat., and 62-701.200(107), Fla. Admin. Code, "Solid waste" includes "garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations."

52. Pursuant to Rule 18-14.003(5), Fla. Admin. Code, no person shall willfully damage state land by placing "garbage, refuse, or debris on or over state land without approval by the Board or Department."

53. Pursuant to Section 403.708(1)(a), Fla. Stat., and Rule 62-701.300(1)(a), Fla. Admin. Code, no person shall store or dispose of solid waste without a permit or other permissible written authorization from the Department.

54. Pursuant to Rule 62-701.300(2)(d), Fla. Admin. Code, no person shall store or dispose of solid waste "in any natural or artificial body of water including ground water and wetlands within the jurisdiction of the Department," without a permit or other permissible written authorization from the Department.

55. Pursuant to Section 403.703(9), Fla. Stat., and Rule 62-701.200(29), Fla. Admin. Code, "disposal" includes the "discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or upon any land or water

so that such solid waste or hazardous waste or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including groundwaters, or otherwise enter the environment.”

56. The dilapidated Dock Marina and sunken/derelect vessels are a nuisance and hazard to navigation, public health, safety and welfare, as contemplated in Rule 18-21.004(7), Fla. Admin. Code, and Paragraphs 14 and 15 of the Lease.

57. The dilapidated Dock Marina and sunken/derelect vessels are considered “fill” within the meaning of Rule 18-21.003(27), Fla. Admin. Code, and Section 373.403(14), Fla. Stat.

58. The dilapidated Dock Marina and sunken/derelect vessels are considered “solid waste” within the meaning set out in Rule 62-701.200(107), Fla. Admin. Code, and Section 403.703(36), Fla. Stat.

59. Pursuant to Sections 253.04, 373.430(1), and 403.161(1), Fla. Stat., and Rules 18-14.002 and 18-14.003, Fla. Admin. Code, it is a violation of to violate or fail to comply with any Board and/or Department statute or rule.

60. Pursuant to Sections 253.04(2), 373.129(2), 403.121(6), and 403.141(1), Fla. Stat., and Rule 18-14.001(4), Fla. Admin. Code, each day during any portion of which a violation occurs constitutes a separate offense.

61. Pursuant to Rule 18-14.002, Respondent may incur a proprietary administrative fine of up to \$10,000.00 per day, per offense for knowingly and willfully violating the provisions of Chapter 253, Fla. Stat.

62. Pursuant to Sections 253.04(4), 373.430(2) and 403.161(2), Fla. Stat., whomever violates a Board and/or Department statute or rule is liable to the state for any damages caused and for civil penalties in accordance with Sections 253.04(4), 373.129, 403.121, and 403.141, Fla. Stat., and Rule 18-14.002, Fla. Admin. Code.

63. Pursuant to Sections 373.129(1) and 403.141(1), Fla. Stat., Respondents are liable for reasonable costs and expenses incurred by the Department to investigate and prosecute the violations contained in this Notice.

64. The Department is imposing an administrative penalty of less than or equal to \$50,000.00 against Respondent in this Notice as calculated in accordance with Section 403.121, Fla. Stat.

### PENALTIES

65. The facts in Count I constitute a violation of Rule 18-21.004(7)(i), Fla. Admin. Code, and Paragraphs 14 and 15 of the Lease, which require in part that structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional and do not cause a nuisance or a threat to public health, safety and welfare.

66. The facts in Count I also constitute a violation of Sections 253.04, 373.430(1), and 403.161(1), Fla. Stat., and Rules 18-14.002 and 18-14.003, Fla. Admin. Code., which make it is a violation to fail to comply with any Board and/or Department statute or rule, including provisions of the Lease.

67. The violation set out in Count I requires the assessment of a state lands proprietary administrative penalty under Rule 18-14.002(4)(a), Fla. Admin. Code, of \$2,500.00, for Respondent's failure to maintain the Dock Marina and the terms of the Lease.

68. The facts in Count II constitute a violation of Rule 18-14.003(1), Fla. Admin. Code, Sections 253.77 and 403.121(3)(c), and Chapter 373 - Part IV, Fla. Stat., and Chapters 18-20, 18-21, and 62-330, Fla. Admin. Code, which prohibit the placement of fill within waters of the state and upon sovereign submerged lands without authorization from the Board or the Department.

69. The facts in Count II also constitute a violation of Sections 253.04, 373.430(1), and 403.161(1), Fla. Stat., and Rules 18-14.002 and 18-14.003, Fla. Admin. Code, which make it a violation to fail to comply with any Board and/or Department statute or rule.

70. The violation set out in Count II requires the assessment of a state lands administrative penalty under Rule 18-14.002(4)(a), Fla. Admin. Code, of \$2,500.00, for the unauthorized filling of sovereign submerged lands and waters of the state.

71. The facts in Count III constitute a violation of and Section 403.708(1)(a), Fla. Stat., and Rules 62-701.300(1)(a), 62-701.300(2)(d), and 18-14.003(5), Fla. Admin. Code, which prohibit the deposit and/or disposal of solid waste in or upon the land or any body of water or wetlands located within the state without the approval of the Department, and the placement of garbage, refuse or debris on or over state land without approval from the Board or Department.

72. The facts in Count III also constitute a violation of Sections 253.04, 373.430(1) and 403.161(1), Fla. Stat., and Rules 18-14.002 and 18-14.003, Fla. Admin. Code, which make it a violation to fail to comply with any Board and/or Department statute or rule.

73. The violation set out in Count III requires the assessment of a regulatory administrative penalty against Respondent, pursuant to Section 403.121(3)(e), Fla. Stat., of \$5,500.00 (\$3,000.00 for the unpermitted or unauthorized disposal or storage of solid waste; plus \$1,000.00, the dock is chemical preservative treated wood, a Class I solid waste; plus \$1,500.00, the unpermitted and unauthorized disposal or storage of solid waste in a natural water body).

74. The facts in Count IV constitute a violation of Rule 18-21.008(1)(b), Fla. Admin. Code, and Paragraphs 2 and 4 of the Lease, which require Respondent to submit annual lease fees, plus late fees, for use of the sovereign submerged lands within the Trout River upon which Respondent's Dock Marina are located.

75. The facts in Count IV also constitute a violation of Section 253.04(2), Fla. Stat., and Rules 18-14.002 and 18-14.003, Fla. Admin. Code, for failing to comply with Board rules or statutes.

76. The violation set out in Count IV require the assessment of a state lands proprietary administrative penalty against Respondent, pursuant to Rule 18-14.002(4)(a), Fla. Admin. Code, of \$2,500.00, for unauthorized use of sovereign submerged land.

77. If the solid waste fill is removed, the Dock Marina is repaired or removed, and all delinquent lease fees, including late fees, are paid within 20 days from receipt of this Notice in accordance with Paragraph 82(h) of the Orders for Corrective Action below, the **\$7,500.00 state lands** proprietary administrative penalties set out in Paragraphs 67, 70, and 76 shall not be assessed.

78. If Respondent fails to (i) remove the unauthorized solid waste fill located on the sovereign submerged lands of the Trout River described herein, (ii) repair or remove the Dock Marina, or (iii) remit the requisite annual lease fees for 2019 and 2020, in the amount of \$14,729.71 plus late fees, in the manner and timeframe provided in Paragraph 82(h) of the Orders for Corrective Action below, the \$7,500.00 state lands administrative fine shall be assessed, and each day the unauthorized solid waste fill and dilapidated Dock Marina remain on sovereign submerged lands, will be considered subsequent offenses, pursuant to Chapter 18-14, Fla. Admin. Code. In addition, a state lands administrative fine of \$10,000.00 per day, shall be assessed for second and subsequent offenses, pursuant to Rule 18-14.002(4)(b), Fla. Admin. Code.

#### Costs

79. The \$1,000.00 costs and expenses related in Count V are reasonable costs and expenses incurred by the State while investigating this matter, which are recoverable pursuant to Sections 373.129(6) and 403.141(1), Fla. Stat.

### Total Administrative Fines

80. The current total of regulatory administrative penalties and costs assessed against Respondent herein for the violations set out in Count III is **\$5,500.00**, for the first offense of the statutes and rules cited therein.

81. The current total state lands proprietary administrative penalties assessed against Respondent is **\$7,500.00**, for the first offense of the statutes and rules cited therein. The state lands proprietary administrative penalties will not be imposed if Respondent fully complies with the corrective actions described in Paragraph 82(h), within **20 days** of the receipt of this Notice. A state lands administrative fine of no more than \$10,000.00 per day, shall be assessed for second and subsequent offenses.

### ORDERS FOR CORRECTIVE ACTION

The Department and the Board have alleged that the activities related in the Findings of Fact constitute violations of Florida law. The Orders for Corrective Action state what you, Respondent, must do in order to correct and redress the violations alleged in this Notice.

The Department and the Board will adopt the Orders for Corrective Action as part of the Department's Final Order ("Order") in this case unless: (1) Respondent files a timely petition for a formal hearing or informal proceeding, pursuant to Section 403.121(2)(c), Fla. Stat., and Rule 18-14.005, Fla. Admin. Code, or (2) files a written notice with the Department opting out of the this administrative process for violations identified herein, pursuant to Section 403.121(2)(c), Fla. Stat., and Rule 18-14.005, Fla. Admin. Code. (See Notice of Rights). If Respondent fails to comply with the corrective actions ordered by the Final Order, the Department is authorized to file suit seeking judicial enforcement of the Department's Order, pursuant to Sections 120.69, 253.04, 373.129, 403.121, and 403.131, Fla. Stat.



82. Pursuant to the authority of Sections 253.04(2), 403.061(8), and 403.121, Fla. Stat., and Rule 18-14.005, Fla. Admin. Code, the Department and the Board propose to adopt in their Order in this case the following specific corrective actions that will redress the alleged violations:

- (a) **Commencing immediately and hence forth**, Respondent shall forthwith comply with all Department and Board rules and statutes regarding environmental resource permitting and the use of state lands. Respondent shall correct and redress all violations in the time periods outlined herein and shall comply with all applicable provisions of Rules in Chapters 18-21, 62-302, and 62-330 Fla. Admin. Code, and Chapters 253, 373, and 403, Fla. Stat., and the rules promulgated thereunder, including but not limited to, Chapters 18-14, 18-21, 62-302, 62-330, and 62-701, Fla. Admin. Code.
- (b) **Within 30 days from the effective date of this Order**, Respondent shall remove all derelict/sunken vessels to a self-contained, upland disposal area. Respondent shall utilize Best Management Practices as described in the Department's publication titled, "Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual" available at: <https://floridadep.gov/dear/florida-stormwater-erosion>.
- (c) **Within 30 days from the effective date of this Order**, Respondent shall contact the owners of the floating, listing vessels located at the Facility and have the vessels restored to a functional state in which they are no longer in danger of sinking or require that the vessels be removed immediately.
- (d) **Within 30 days from the effective date of this Order**, Respondent shall either repair the dilapidated Dock Marina and associated

mooring structures to functional and safe condition or remove the entire dock and associated mooring structures from the sovereign submerged lands of the Trout River.

- (e) **Within 30 days of the effective date of this Order**, Respondent shall submit payment in the amount of **\$5,500.00** to the Department for regulatory administrative penalties imposed for the violations outlined herein. Payment shall be made in accordance with Paragraph 83 of this Order;
- (f) **Within 30 days of the effective date of this Order**, Respondents shall pay to the Department **\$1,000.00**, for costs and expenses incurred during the investigation of the violations outlined here. Payment shall be made in accordance with Paragraph 83 of this Order.
- (g) **Within 20 days from the effective date of this Order**, Respondent shall submit payment in the amount of **\$14,729.71 plus late fees**, for all back and current lease fees owed to the State as of as of April 15, 2020. Payment shall be made in accordance with Paragraph 84 of this Order.
- (h) **Within 30 days of the effective date of this Order**, Respondent shall pay **\$7,500.00**, to the Department for the state lands proprietary administrative penalties imposed for the violations outlined herein. Payment shall be made in accordance with Paragraph 84 of this Order below. Should Respondent: (i) completely remove of all derelict/sunken vessels; (ii) either repair the dilapidated Dock Marina and associated mooring structures to a safe and functional condition or remove the entire dock and associated mooring structures from the sovereign submerged lands of the Trout River,

in accordance with Paragraphs 82(b) and (d) herein; and (iii) submit the requisite lease fees, including all late fees, within **20 days of the receipt of this Notice**, then the \$7,500.00 state lands proprietary administrative penalties shall not be imposed. If Respondent does not (i) completely remove of all derelict/sunken vessels, (ii) repair or remove the dilapidated Dock Marina and associated mooring structures, or (iii) submit payment of the requisite lease fees, including all late fees, within 20 days of receipt of this Notice, the state lands proprietary administrative penalty will be assessed.

- (i) Should Respondent fail to completely remove of all derelict/sunken vessels, repair or remove the dilapidated Dock Marina and associated mooring structures, and/or submit payment of the requisite lease fees within the manner and timeframes set out herein, the state lands proprietary administrative penalty for second and subsequent offenses shall begin to accrue at a rate of not more than \$10,000.00 per day.

83. All administrative regulatory payments required under this Order shall be made by cashier's check or money order, or online electronic payment. Cashier's check or money order payment shall be made payable to the "State of Florida Department of Environmental Protection," and shall include the notations "OGC Case Number 20-1100" and "Water Quality Assurance Trust Fund." Cashier's check or money order payment shall be sent to the State of Florida Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256. Online payments may be made by e-check at the DEP Business Portal: <http://www.fldepportal.com/go/pay/>. Please note it will take a number of days after this Order becomes final and effective filed with the Clerk of the Department before the ability to make online payment is available.

84. All administrative proprietary payments required under this Order shall be made by cashier's check or money order, or online electronic payment. Cashier's check or money order payment shall be made payable to the "Internal Improvement Trust Fund" and shall include the notations "OGC Case Number 20-1100" and "SSL Lease No. 160001762." Cashier's check or money order payment shall be sent to the State of Florida Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

**NOTICE OF RIGHTS**  
**PLEASE READ CAREFULLY**

Respondent's rights to negotiate, litigate or transfer this action are set forth below.

**Right to Negotiate**

85. This matter may be resolved if the Board, Department, and the Respondent enter into a Consent Order, in accordance with Section 120.57(4), Fla. Stat., upon such terms and conditions as may be mutually agreeable.

**Right to Request a Hearing**

86. Respondent has the right to a formal administrative hearing, pursuant to Sections 120.569 and 120.57(1), Fla. Stat., if Respondent disputes issues of material fact raised by this Notice. At a formal hearing, Respondent will have the opportunity to be represented by counsel or other qualified representative, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence.

87. Respondent has the right to an informal administrative proceeding, pursuant to Sections 120.569 and 120.57(2), Fla. Stat., if Respondent does not dispute issues of material fact raised by this Notice. If an informal proceeding is held, Respondent will have the opportunity to be represented by counsel or other qualified representative, to present to the agency written or oral evidence in opposition to the Department's

proposed action, or to present a written statement challenging the grounds upon which the Department is justifying its proposed action.

**88. If Respondent desires a formal hearing or an informal proceeding, Respondent must file a written responsive pleading entitled "Petition for Administrative Proceeding" within 20 days of receipt of this Notice.** The petition must be in the form required by Rule 28-106.2015, Fla. Admin. Code, and include the following:

- a. The name, address, and telephone number, and facsimile number (if any) of each petitioner if the respondent is not represented by an attorney or qualified representative;
- b. The name, address, telephone number, and facsimile number of the attorney or qualified representative of respondent (if any), upon whom service of pleadings and other papers shall be made;
- c. A statement of when the petitioner received the Notice;
- d. A statement requesting an administrative hearing identifying those material facts that are in dispute. If there are none, the petition must so indicate; and
- e. The notation "OGC Case No. 20-1100" shall be included in the request.

A petition is filed when it is received by the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida, 32399-3000.

#### Waivers

89. Respondent will waive the right to a formal hearing or an informal proceeding if Respondent fails to either: (i) file a request for a formal hearing or informal proceeding with the Department within 20 days of receipt of this Notice; or (ii) file a notice opting out of the administrative proceeding with the Department within 20 days of receipt of this Notice.

90. These time limits may be varied only by written consent of the Board and Department.

#### General Provisions

91. The findings of fact and conclusions of law of this Notice together with the Orders for Corrective Action will be adopted by the Board and the Department in a Final Order if Respondent fails to timely file a petition for a formal hearing or informal proceeding, pursuant to Section 403.121, Fla. Stat., and Rule 18-14.005, Fla. Admin. Code. A Final Order will constitute a full and final adjudication of the matters alleged in this Notice.

92. If Respondent fails to comply with the Final Order, the Board and the Department are authorized to file suit in circuit court seeking a mandatory injunction to compel compliance with the Order, pursuant to Sections 120.69 and 253.04, Fla. Stat. The Board and the Department may also seek to recover damages, all costs of litigation including reasonable attorney's fees and expert witness fees, and civil penalties of not more than \$10,000.00 per day for each day that Respondent has failed to comply with the Final Order.

93. Copies of the rules referenced in this Notice may be examined at any Department Office or may be obtained by written request to the District Office listed in Paragraphs 83 and/or 84 herein. The rules referenced in this Noticed are also available at <https://floridadep.gov/ogc/ogc/content/rules>.

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DATED this 20th day of August 2020.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



---

Gregory J. Strong  
District Director  
Northeast District

Executed Copies furnished to:

Kirk S. White, Deputy General Counsel - FDEP OGC Litigation Section  
Kelley F. Corbari, Senior Assistant General Counsel - FDEP OGC Litigation Section

# EXHIBIT A

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

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

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

**Lease #** | **160001762**

**Permit Application #** |

**Document Date** | **6/19/2014**

**Water Body** | **TROUT RIVER**

**Original County** | **DUVAL**

**Section(s)** | **50**

**Township(s)** | **01S**

**Range(s)** | **27E**

**Total Area** | **1.25** | **Area Unit** | **(A) Acre(s)**

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

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

**Lessee** | **FISHERMANS MARINA LLC**

**Comments:**

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**Date prepped:**  
**10/9/2014**

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: 10/8/2014**

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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	
Cheryl McCall		BPLA	

This Instrument Prepared By:  
Karri M. Cummings  
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. 160001762  
PA NO. \_\_\_\_\_

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 The Fisherman's Marina LLC, a Florida limited liability company, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 50,  
Township 01 South, Range 27 East, in Trout River,  
Duval County, containing 54,429 square feet,  
more or less, as is more particularly described and shown  
on Attachment A, dated November 13, 2007.

TO HAVE THE USE OF the hereinabove described premises from May 16, 2013, the effective date of this lease renewal, through May 16, 2023, 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 68-slip commercial docking facility to be used exclusively for mooring of commercial and recreational vessels in conjunction with an upland marina, 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 26 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 16-261963-001-ES, dated August 27, 2007, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$6,213.29 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 and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit. 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:

The Fisherman's Marina LLC  
3340 N.E. 190 Street, Apt. 1504  
Aventura, Florida 33180

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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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 liveboards 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; (ii) the Lessee has no unsatisfied judgments entered against it; (iii) the Lessee has satisfied all state and local taxes for which it is responsible; and (iv) no other matters are 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. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

B. The Lessee shall develop and implement a Florida Fish and Wildlife Conservation Commission (FWC) approved marina educational program (which includes, at a minimum, permanent manatee educational signs, speed zone booklets, and manatee educational brochures) at [the dry slip marina / wet slip facility / other] no later than 30 days prior to completion of construction of the docking facility. The Lessee must maintain this educational program during the term of this lease and all subsequent renewal terms. The Lessee will be responsible for the cost of the educational materials. The Lessee shall develop this educational program with the assistance of FWC. FWC shall approve this educational plan prior to its implementation. Marina educational program guidelines can be found at <http://myfwc.com/manatee/signs/Educationplan.pdf>, or can be obtained from FWC. Contact the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section at 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600 (Telephone 850-922-4330).

C. During the term of this lease and all subsequent renewal terms, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Environmental Resource Permit No. 16-261963-001-ES, dated August 27, 2007.

D. To reduce the risk of entrapment and drowning of manatees, grating shall be installed on any submerged or partially submerged pipes and culverts reasonably accessible to manatees that are greater than 8 inches but smaller than 8 feet in diameter. Bars or grates no more than 8 inches apart shall be placed on the accessible end(s) to restrict manatee access.

E. Waterborne vessels moored on the north side of the docking facility, on either a temporary or permanent basis, shall not 40 feet in length. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

F. Waterborne vessels moored on the south side of the docking facility, on either a temporary or permanent basis, shall not 30 feet in length. 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

Michelle Brady  
Print/Type Name of Witness

Kathy C Griffin  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

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

BY: 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 19<sup>th</sup> day of June, 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:

[Signature] 8/26/13  
DEP Attorney Date

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires



Commission/Serial No.

WITNESSES:

NATHAN SCHEFTELOWITZ, ADV. & NOTARY  
24, BEN GURION RD., RAMAT GAN 52573, ISRAEL  
TEL: 972-3-6091587  
FAX: 972 3 6091588

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The Fisherman's Marina LLC,  
a Florida limited liability company (SEAL)

BY: Ron Peled

Original Signature of Executing Authority

Ron Peled

Typed/Printed Name of Executing Authority

Manager

Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of 20, 2014, by Ron Peled, who is a Manager of The Fisherman's Marina LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NATHAN SCHEFTELOWITZ, ADV. & NOTARY  
24, BEN GURION RD., RAMAT GAN 52573, ISRAEL  
TEL: 972-3-6091587

WITNESSES:

The Fisherman's Marina LLC,  
a Florida limited liability company (SEAL)

Original Signature

BY:

Original Signature of Executing Authority

DECEASED

Typed/Printed Name of Witness

Itshak Kreeel

Typed/Printed Name of Executing Authority

Original Signature

Manager

Title of Executing Authority

Typed/Printed Name of Witness

"LESSEE"

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Itshak Kreeel, who is a Manager of The Fisherman's Marina LLC, a Florida limited liability company, on behalf of the company.  
He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

Printed, Typed or Stamped Name





WITNESSES:

The Fisherman's Marina LLC,  
a Florida limited liability company (SEAL)

[Signature]  
Original Signature

TOMER BAR  
Typed/Printed Name of Witness

[Signature]  
Original Signature

TOOP ANDRONSIS  
Typed/Printed Name of Witness

Danor Investments LLC,  
BY: a Florida limited liability company,  
its Manager

[Signature]  
Original Signature of Executing Authority

Dany Bar  
Typed/Printed Name of Executing Authority

Managing Member  
Title of Executing Authority

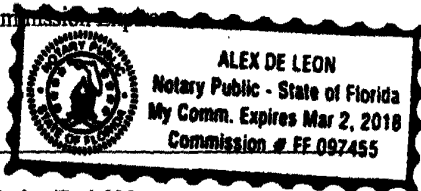
"LESSEE"

STATE OF FL

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 22nd day of MAY, 2014, by Dany Bar, a Managing Member of Danor Investments LLC, a Florida company, on behalf of the company which is a Manager of The Fisherman's Marina LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced FL DL, as identification.

My Commission Expires

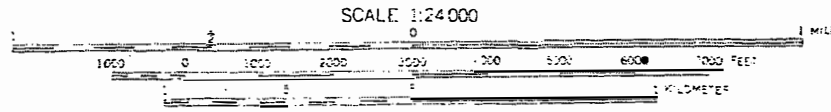
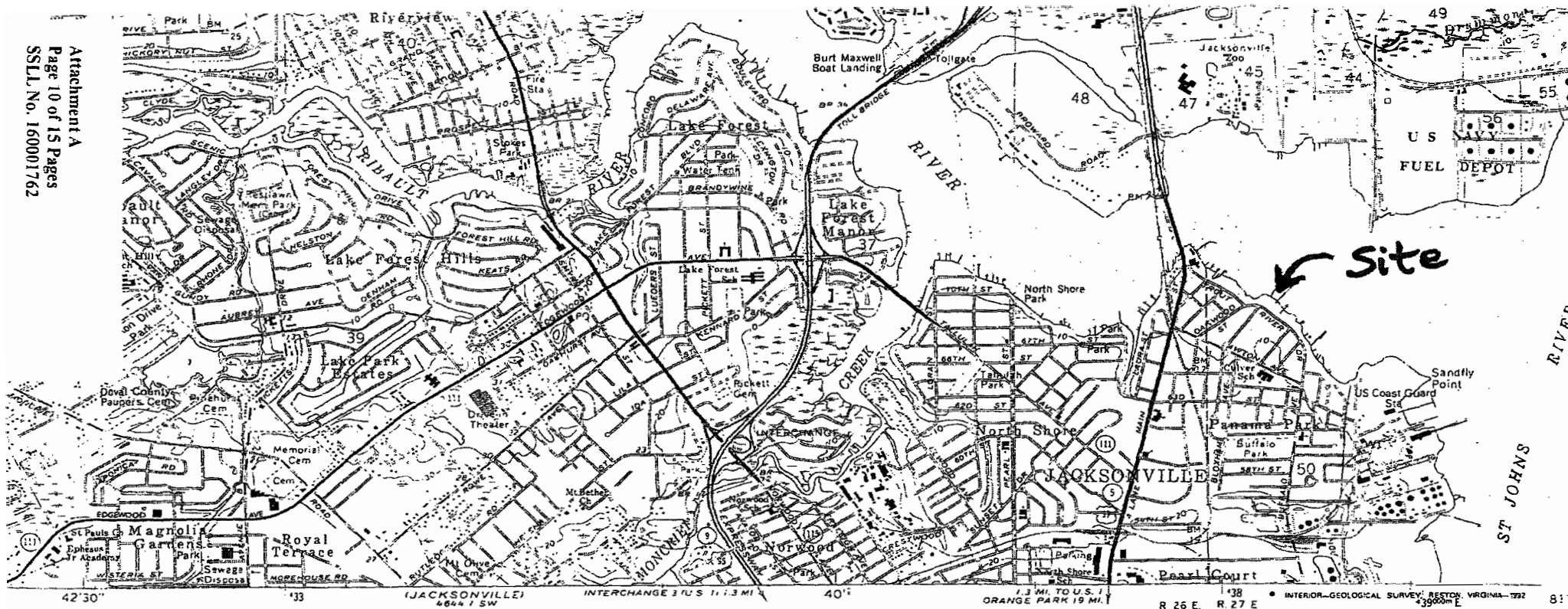


Commission/Serial No. \_\_\_\_\_

[Signature]  
Signature of Notary Public

Notary Public, State of Florida

Alex DeLeon  
Printed, Typed or Stamped Name



CONTOUR INTERVAL 10 FEET  
 NATIONAL GEODETIC VERTICAL DATUM OF 1929

ROAD CLASSIFICATION

Heavy duty	Light duty
Medium duty	Unimproved dirt
○ Interstate Route	○ U. S. Route
	○ State Route



**TROUT RIVER, FLA**  
 30081-06-TF-024

1964  
 REVISED 1992  
 DMA 4644 I NW-SERIES VR

NORTH  
 FEET  
 and compiled in  
 encies from  
 other sources  
 on not field checked

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
 FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092  
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

# MAP OF SURVEY

A PART OF THE SUBMERGED LANDS OF THE STATE OF FLORIDA LYING IN TROUT RIVER ADJACENT TO THE CHARLES SIBBALD GRANT, SECTION 50, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND LYING NORTHEASTERLY OF AND ADJACENT TO A PART OF LOT 15, ARNOLD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 19, PAGE 86 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF TROUT RIVER DRIVE (A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE WESTERLY LINE OF SAID LOT 15; THENCE NORTH 40°53'00" EAST, ALONG SAID WESTERLY LINE OF LOT 15, A DISTANCE OF 254 FEET, MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE TROUT RIVER; THENCE SOUTHEASTERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 25.1 FEET TO THE POINT OF BEGINNING FOR THE LANDS HEREIN DESCRIBED; THENCE NORTH 40°53'00" EAST, A DISTANCE OF 693.4 FEET; THENCE SOUTH 49°07'00" EAST, A DISTANCE OF 78.00 FEET; THENCE SOUTH 40°53'00" WEST, A DISTANCE OF 697.4 FEET TO SAID MEAN HIGH WATER LINE; THENCE NORTHWESTERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 79.2 FEET, MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 54,429 SQUARE FEET OR 1.25 ACRES, MORE OR LESS.

## NOTES:

1. THIS IS A SPECIAL PURPOSE SURVEY FOR A SUBMERGED LAND LEASE.
2. BEARINGS BASED ON WESTERLY LINE OF LOT 15 BEING NORTH 40°53'00" EAST PER BOUNDARY SURVEY BY CLARSON & ASSOCIATES AS SHOWN ON DRAWING NO. A-3607 DATED OCTOBER 31, 2005.
3. RIPARIAN LINES DETERMINED BY PROPERTY LINES EXTENDED.
4. BENCH MARK USED IS 5"X5" CONCRETE MONUMENT WITH BRASS DISK STAMPED "US COAST & GEODETIC SURVEY BENCHMARK 17.457 V2" LOCATED 60' WEST OF CENTERLINE OF OAKWOOD STREET AND 33.5' NORTH OF CENTERLINE OF 65TH STREET AND 7.4' NORTH OF A 4' CHAIN LINK FENCE. ELEVATION=16.11 (NAVD 1988), (ELEVATION=17.18 NGVD 1929). BENCH MARK SET IS NAIL & DISK (LB 3672) IN NORTHEAST SIDE OF 38" LIVE OAK TREE LOCATED ON LOT 15. ELEVATION=5.70 (NAVD 1988), 6.77 (NGVD 1929).
5. MEAN HIGH WATER ELEVATION=0.90 (NAVD 1988), 1.97 (NGVD 1929)  
MEAN LOW WATER ELEVATION=-1.60 (NAVD 1988), -0.53 (NGVD 1929)  
ELEVATIONS OBTAINED FROM DEPARTMENT OF ENVIRONMENTAL PROTECTION INTERACTIVE WATER MAP USING EXTENDED DATUM FOR MEAN HIGH WATER DATA POINT NUMBER 4662.

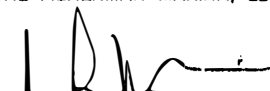
REVISIONS NOVEMBER 13, 2007

MAP AND DESCRIPTION  
REVISIONS MARCH 26, 2007

SEE SHEET 1 OF 2 FOR MAP TO ACCOMPANY  
THIS DESCRIPTION.

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

THIS SURVEY WAS MADE FOR THE BENEFIT OF  
THE FISHERMAN MARINA, LLC.

  
DONN W. BOATWRIGHT, PSM  
FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295  
FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

CHECKED BY: \_\_\_\_\_  
DRAWN BY: JCJ/MCC  
FILE #: 2007-352

BOATWRIGHT LAND SURVEYORS, INC.  
1500 ROBERTS DRIVE  
JACKSONVILLE BEACH, FLORIDA 241-8550

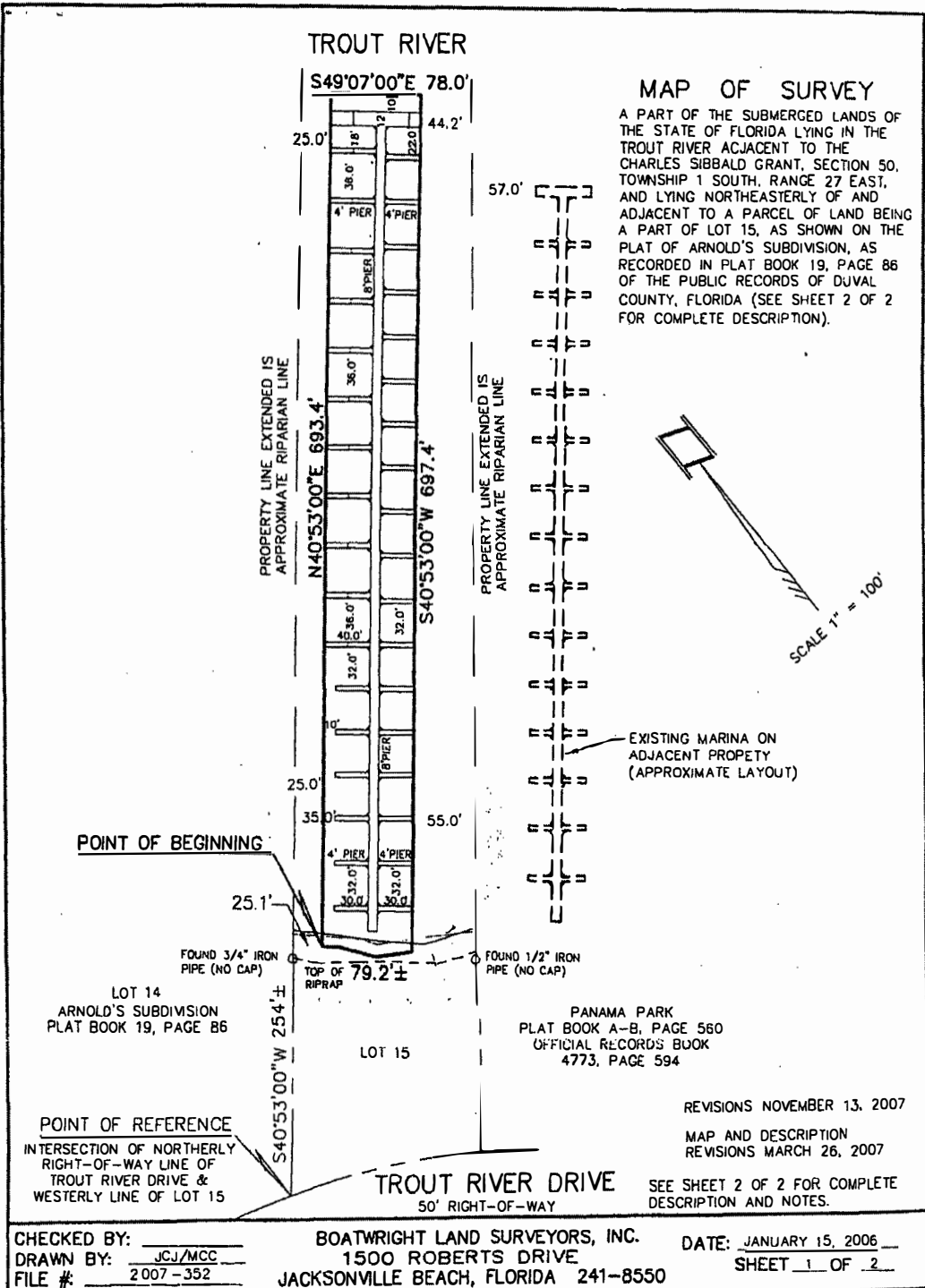
DATE: JANUARY 15, 2006  
SHEET 1 OF 2

X-REF 2005-1766

**TROUT RIVER**

**MAP OF SURVEY**

A PART OF THE SUBMERGED LANDS OF THE STATE OF FLORIDA LYING IN THE TROUT RIVER ADJACENT TO THE CHARLES SIBBALD GRANT, SECTION 50, TOWNSHIP 1 SOUTH, RANGE 27 EAST, AND LYING NORTHEASTERLY OF AND ADJACENT TO A PARCEL OF LAND BEING A PART OF LOT 15, AS SHOWN ON THE PLAT OF ARNOLD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 19, PAGE 86 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA (SEE SHEET 2 OF 2 FOR COMPLETE DESCRIPTION).



SCALE 1" = 100'

EXISTING MARINA ON ADJACENT PROPERTY (APPROXIMATE LAYOUT)

**POINT OF BEGINNING**  
 25.1'  
 FOUND 3/4" IRON PIPE (NO CAP)  
 TOP OF RIPRAP  
 79.2'±  
 FOUND 1/2" IRON PIPE (NO CAP)  
 LOT 14  
 ARNOLD'S SUBDIVISION  
 PLAT BOOK 19, PAGE 86  
**POINT OF REFERENCE**  
 INTERSECTION OF NORTHERLY  
 RIGHT-OF-WAY LINE OF  
 TROUT RIVER DRIVE &  
 WESTERLY LINE OF LOT 15

PANAMA PARK  
 PLAT BOOK A-B, PAGE 560  
 OFFICIAL RECORDS BOOK  
 4773, PAGE 594

REVISIONS NOVEMBER 13, 2007  
 MAP AND DESCRIPTION  
 REVISIONS MARCH 26, 2007

**TROUT RIVER DRIVE**  
 50' RIGHT-OF-WAY

SEE SHEET 2 OF 2 FOR COMPLETE DESCRIPTION AND NOTES.

CHECKED BY: \_\_\_\_\_  
 DRAWN BY: J CJ/MCC  
 FILE #: 2007-352

**BOATWRIGHT LAND SURVEYORS, INC.**  
 1500 ROBERTS DRIVE  
 JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: JANUARY 15, 2006  
 SHEET 1 OF 2

X-REF 2005-1766

Prepared by:  
Bryan C. Goode, III  
Scott & Sheppard, P.A., Attorneys at Law  
99 Orange Street  
St. Augustine, Florida 32084

File Number: 05-0950

## General Warranty Deed

Made this November 21, 2005 A.D. By **Ramon E. Arnold and Pamela A. Arnold, husband and wife**, whose address is: 208 Seven Doors Lane, Saint Augustine, Florida 32095, hereinafter called the grantor, to **The Fisherman's Marina, LLC, a Florida Limited Liability Company**, whose post office address is: 130 S. University Drive, Suite A, Plantation, Florida 33324, hereinafter called the grantee:

(Whenever used herein the term "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 Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Duval County, Florida, viz:

**SEE ATTACHED EXHIBIT "A"**

Parcel ID Number: 033197-0000 + 033196-0050

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

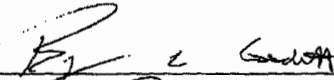
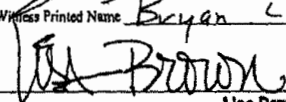
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.

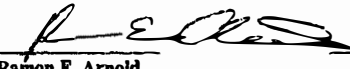
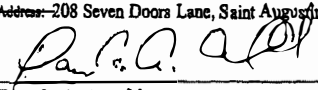
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Prepared by:  
Bryan C. Goode, III  
Scott & Sheppard, P.A., Attorneys at Law  
99 Orange Street  
St. Augustine, Florida 32084

File Number: 05-0950

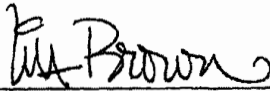
Signed, sealed and delivered in our presence:

  
\_\_\_\_\_  
Witness Printed Name Bryan C. Goode III  
  
\_\_\_\_\_  
Witness Printed Name Lisa Brown

  
\_\_\_\_\_  
Ramon E. Arnold (Seal)  
Address: 208 Seven Doors Lane, Saint Augustine, Florida 32095  
  
\_\_\_\_\_  
Pamela A. Arnold (Seal)  
Address: 208 Seven Doors Lane, Saint Augustine, Florida 32095

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this November 21, 2005, by Ramon E. Arnold and Pamela A. Arnold, husband and wife, who is/are personally known to me or who has produced a valid driver's license as identification.

  
\_\_\_\_\_  
Notary Public Lisa Brown  
Print Name: \_\_\_\_\_  
My Commission Expires: MARCH 22, 2009



**Exhibit "A"**

**PARCEL 1:**

A part of Lot 15, ARNOLD'S SUBDIVISION, as recorded in Plat Book 19, Page 86, current Public Records of Duval County, Florida, more particularly described as follows: begin at the intersection of the Northerly right-of-way line of Trout River Drive (a 50 foot right-of-way) with the Easterly line of Lot 15; thence Westerly along the Northerly line of Trout River Boulevard, a chord distance of 75.49 feet to a point; thence North 39°09'00" East, a distance of 139.75 feet to the Southerly bank of Trout River; thence Easterly along said bank, a distance of 95 feet to its intersection with the Easterly line of said Lot 15 as extended; thence South 39°09'00" West along said Easterly line and its extension, a distance of 189.22 feet to the POINT OF BEGINNING.

Parcel ID Number: 033197-0000

**PARCEL 2:**

A part of Lot 15, ARNOLD'S SUBDIVISION, as recorded in Plat Book 19, Page 86, current Public Records of Duval County, Florida, more particularly described as follows: commence at the intersection of the Northerly right-of-way line of Trout River Drive (a 50 foot right-of-way) with the Easterly line of said Lot 15; thence Westerly along said Northerly right-of-way line, said line being in a curve, concave to the South, having a radius of 654.20 feet, an arc distance of 85.63 feet and having a chord bearing of North 58°25'10" West; thence 85.63 feet to the POINT OF BEGINNING; thence North 39°09'00" East, a distance of 141.28 feet, more or less, to the Southerly bank of Trout River; thence Easterly along said Southerly bank of Trout River, a distance of 10 feet, more or less, to a point; thence South 39°09'00" West, a distance of 139.75 feet, more or less, to the Northerly right-of-way line of Trout River Drive; thence Westerly along Trout River Drive, a distance of 10 feet, more or less, to the POINT OF BEGINNING.

**PARCEL 3:**

A part of Lot 15, ARNOLD'S SUBDIVISION, as recorded in Plat Book 19, Page 86, current Public Records of Duval County, Florida, more particularly described as follows: begin at the intersection of the Northerly right-of-way line of Trout River Drive (a 50 foot right-of-way) with the Westerly line of said Lot 15; thence Easterly along said Northerly right-of-way line, said line being in a curve concave to the South, having a radius of 654.20 feet, an arc distance of 75.33 feet and having a chord bearing South 66°22'11" East; thence 75.29 feet to a point; thence North 39°09'00" East, a distance of 142.72 feet to the Southerly bank of Trout River; thence Westerly along said bank, a distance of 82 feet to its intersection with the Westerly line of said Lot 15; thence South 40°53'00" West along said Westerly line, a distance of 221.30 feet to the POINT OF BEGINNING.

**PARCEL 4:**

A part of lot 15, ARNOLD'S SUBDIVISION, as recorded in Plat Book 19, Page 86, current Public Records of Duval County, Florida, more particularly described as follows: commence at the intersection of the Northerly right-of-way line of Trout River Drive (a 50 foot right-of-way) with the Easterly line of said Lot 15; thence Westerly along said Northerly right-of-way line, said line being in a curve, concave to the South, having a radius of 654.20 feet, an arc distance of 85.63 feet and having a chord bearing of North 58°25'10" West; thence 85.63 feet to the POINT OF BEGINNING; thence North 39°09'00" East, a distance of 141.28 feet, more or less, to the Southerly bank of Trout River; thence Westerly along said Southerly bank of Trout River, a distance of 10 feet to a point; thence South 39°09'00" West, a distance of 142.72 feet, more or less, to a point in the Northerly right-of-way line of Trout River Drive; thence Easterly 10 feet, more or less, to the POINT OF BEGINNING.

Parcel ID Number: 033196-0050

**Authentication of signature of person  
signing on behalf of a body corporate  
or in the name of another person**

**אימות חתימתו של אדם בשם  
תאגיד או בשם אדם אחר**

I the undersigned Nathan Scheftelowitz Notary at 24, Ben Gurion Rd., Ramat Gan 5257345, Israel, hereby certify that on 20.1.2014 appeared before me at my office Mr. Ron Peled whose identity was proved to me by Israeli passport no. 10937766 issued by the Ministry of the Interior at Ramat Gan on 2.6.2010 and signed of his own free will the attached document marked "A" in the name of **THE FISHERMAN'S MARINA LLC** no. L05000098423 from Florida, U.S.A., and I certify that, with a view to establishing the right of the above to sign in the name of **THE FISHERMAN'S MARINA LLC**, there has been produced to me the documents that verifying this. In witness thereof I hereby authenticate the signature of the above-named, by my own signature and seal this 20.1.2014.

אני החתום מטה נתן שפטלוביץ נוטריון, מדרך בן גוריון 24, רמת גן 5257345, מאשר כי ביום 20.1.2014 ניצב לפני במשרדי מר רון פלד שזהותו הוכחה לי על פי דרכון ישראלי מס' 10937766 שניתנה בתאריך 2.6.2010 ברמת גן וחתם מרצונו החופשי על המסמך המצורף והמסומן באות "A" בשם חברת **THE FISHERMAN'S MARINA LLC** מס' L05000098423 מפלורידה, ארה"ב, ואני מאשר כי להוכחת רשותו הנ"ל לחתום בשם חברת **THE FISHERMAN'S MARINA LLC**, הוצגו בפני המסמכים המאמתים זאת.

ולראיה הנני מאשר/ת את החתימה הנ"ל בחתימת ידי ובחותמי, היום 20.1.2014.

שכרי בסך 232 ש"ח + מע"מ שולם.

N.I.S 232 + V.A.T. Fees paid.

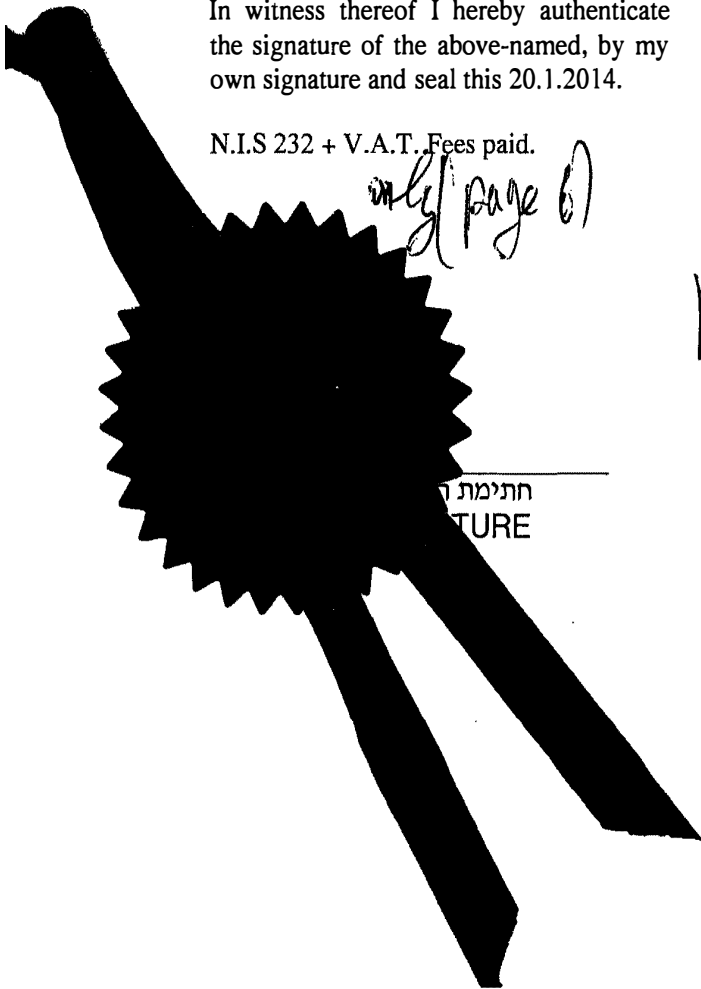
*only page 6*

**NATHAN SCHEFTELOWITZ, ADV. & NOTARY**  
24, BEN GURION RD., RAMAT GAN 52573, ISRAEL  
TEL: 972-3-6091587  
FAX: 972-3-6091588

*Nathan Scheftelowitz*

חתימת  
SIGNATURE

חותם הנוטריון  
Notary's Seal





# EXHIBIT B



## Florida Department of Environmental Protection NORTHEAST DISTRICT COMPLIANCE ASSURANCE PROGRAM ERP Inspection Report

Inspection Date: 6/23/2020

Inspection Type:  Complaint  Compliance  Enforcement

Lead DEP Inspector: Neil Hornick, P.G.

Other: [Click here to enter text.](#)

Complaint No. 35607 ERP Site No. 261963 CE Project No. 391134 Permit No. 16-261963-004-EM

Owner/Responsible Party: The Fisherman's Marina, LLC

Contact: Dany Bar

Contractor/Agent: N/A

Contact: current email or phone u/k

Location: 451 Trout River Drive, Jacksonville, Florida 32208

Waterbody: Trout River

OFW:  Yes  No

Aquatic Preserve:  Yes  No

State Lands:  Yes  No

### Site History & Inspection Overview

#### Site History:

001 Permit issued to construct a 654' long x 8' wide floating access pier, including 11 (eleven) 40' long x 4' wide finger piers and 24 (twenty four) 30' long x 4' wide finger piers, with a 78' long x 12' wide terminal platform, increasing the lease area from 10,256 square feet to 54,429 square feet, including one fueling facility and one sewage pump-out facility.

002 Permit issued to adjust riparian rights lines as indicated in the attached survey and to reconfigure outboard slips from the initial configuration permitted.

003 Permit to extend the construction phase of the permit by a period of two years (until August 27, 2014).

004 Permit issued to extend the construction phase of the permit by a period of two years (until August 27, 2016). The work associated with ERP Site #261963 was never completed.

On June 23, 2020, the Department conducted complaint inspection in response to complaints received from the City of Jacksonville.

#### Site Inspection Overview:

On June 23, 2020, the Department conducted a complaint site inspection. The facility did not appear to be currently operational. I observed several sunken vessels, vessels in disrepair and danger of sinking, and the dock was in significant disrepair and was non-functional and could not be used to access multiple vessels.

Compliance Status:  In Compliance  Minor Non-Compliance  Significant Non-Compliance

## Investigation Summary

Per a file review it was determined that this site is a State Lands dock with lease #160001762. The lease fees for 2019 and 2020 have not yet been paid. On June 23, 2020, the Department conducted a complaint site inspection. The facility did not appear to be currently operational. I observed one vessel (Registration # FL 4539 CM - Vessel #1) on shore with a large hole in the and a second vessel partially on and off-shore (Registration #FL 3700 KP - Vessel #2). There were approximately seven additional vessels moored at the dock. The first one on the left was named Gray Matter (Registration #FL 664 BY – Vessel #3) appeared to be in operational condition. Three sunken vessels (Vessels #4, #5 & #6). One had a Registration #FL 4801 LZ). There appeared to be two more operational vessels (Vessels #7 and #8). Vessel #7 did not have a registration #. Vessel #8 was registered with #FL 2670 BT). On the other side of the dock was another vessel (Krusty Krab – Registration #FL 5238 HF – Vessel #9) which appeared to be in operable condition as well as a houseboat (Vessel #10) and did not have a registration number. The dock was in significant disrepair as the decking was severely warped, broken off, and unusable to access several of the floating vessels.

### SIGNIFICANT NON-COMPLIANCE DESCRIPTION:

Per a file review, the site has an active State Lands lease but the lease fees have not been paid for 2019 or 2020. The dock is significantly dilapidated and nonfunctional. As there are approximately nine derelict vessels moored at the dock and the majority of them either partially sunk or in significant disrepair. As of June 23, 2020, Respondent disposed of, and is storing, solid waste at an unpermitted and unauthorized location on sovereign submerged lands in violation of Rule 62-701.300(1)(a), F. A.C., Rule 62-701.300(2)(d), F.A.C and Section 403.708(1)(a), F.S.

### Statute/Rule Reference(s):

Chapters 253 and 403, F.S. and Rules 62-701.300(1)(a) and 62-701.300(2)(d), F.A.C

## Recommendations for Return to Compliance

A Notice of Violation (NOV) is being prepared for submittal to Fisherman’s Marina and Danny Bar to pay the back lease fees, remove the derelict vessels and either repair or remove the dilapidated and nonfunctional dock.

Follow-Up Action: Mr. Bar will have 20 days from the effective date of the NOV to make payment of all back and current lease fees, remove all derelict and sunk vessels and repair or remove the dilapidated, non-functional dock.

### Supporting Documentation Attached:

- Figures such as maps, diagrams, and/or aerial imagery
- Site inspection photographs
- Chapter 62-340, F.A.C. Data Form(s)
- SSL Lease Inspection Report
- Other: *Click here to list additional attachments (e.g., field notes, possibly with impact diagram and/or sketch; permit plans/drawings; impact evaluation documents like TSR or UMAM; etc.)*



Neil Hornick, P.G., Professional Geologist I

6/24/2020

Date

**[Insert MANAGER signature]**

Matt Kershner, Environmental Manager

*Click to select date.*

Date

ERP Site Inspection Figures

Inspection Date: 6/23/2020

Lead DEP Inspector: Neil Hornick, P.G.



**Figure 1:** General view of facility.



**Figure 2:** Access pier.

ERP Site Inspection Figures

Inspection Date: 6/23/2020

Lead DEP Inspector: Neil Hornick, P.G.



**Figure 3:** View of dilapidated dock.



**Figure 4:** Vessel #1.

ERP Site Inspection Figures

Inspection Date: 6/23/2020

Lead DEP Inspector: Neil Hornick, P.G.



**Figure 5:** Vessel #2.



**Figure 6:** Vessel #3.

ERP Site Inspection Figures

Inspection Date: 6/23/2020

Lead DEP Inspector: Neil Hornick, P.G.



**Figure 7:** Partially sunken vessel (Registration #FL 4801 LZ).



**Figure 8:** Sunk derelict vessel.

ERP Site Inspection Figures

Inspection Date: 6/23/2020

Lead DEP Inspector: Neil Hornick, P.G.



**Figure 9:** Sunk derelict vessel.



**Figure 10:** Vessel #7.

ERP Site Inspection Figures

Inspection Date: 6/23/2020

Lead DEP Inspector: Neil Hornick, P.G.



**Figure 11: Vessel #8.**



**Figure 12: Vessel #9.**



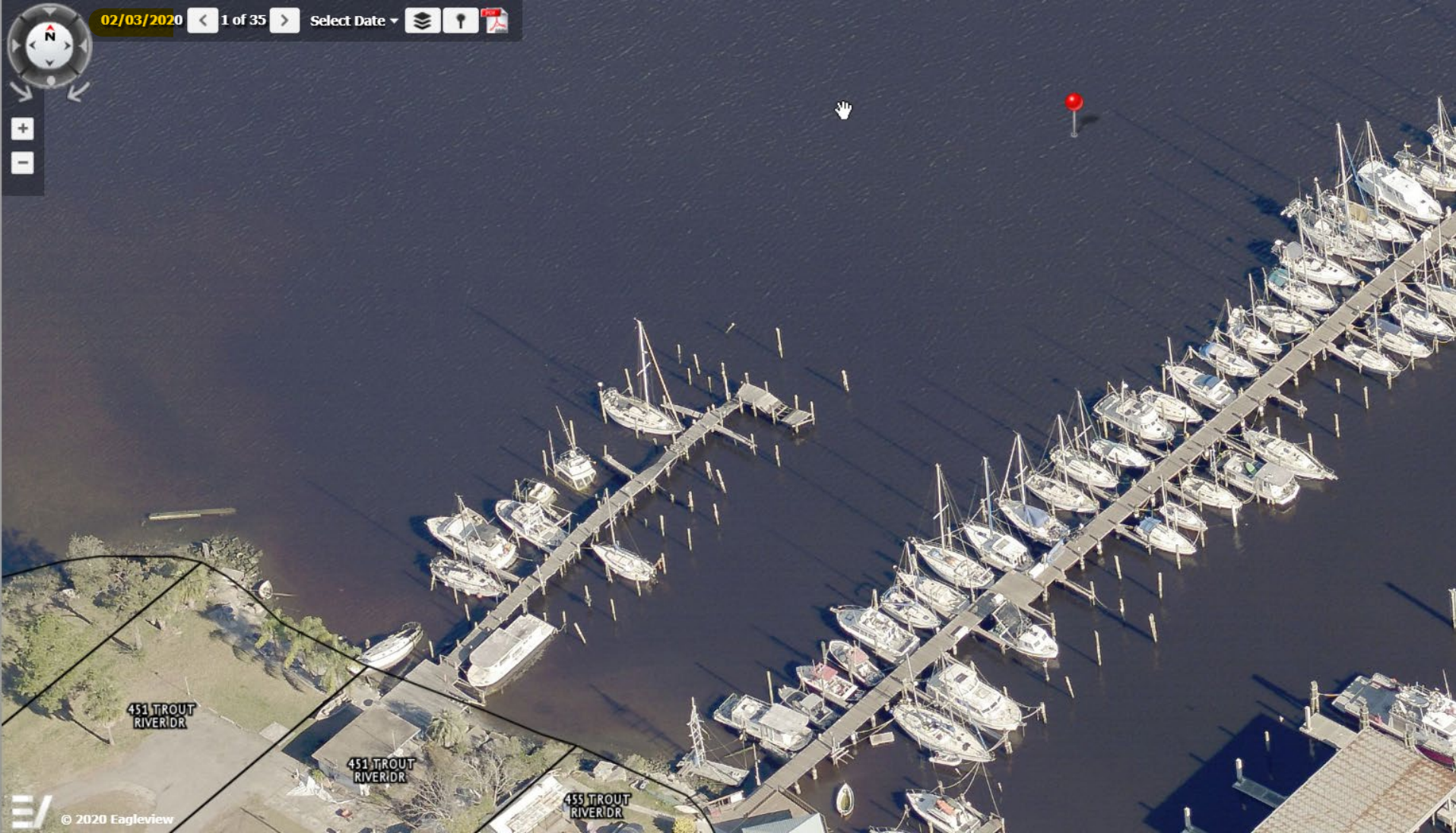
ERP Site Inspection Figures

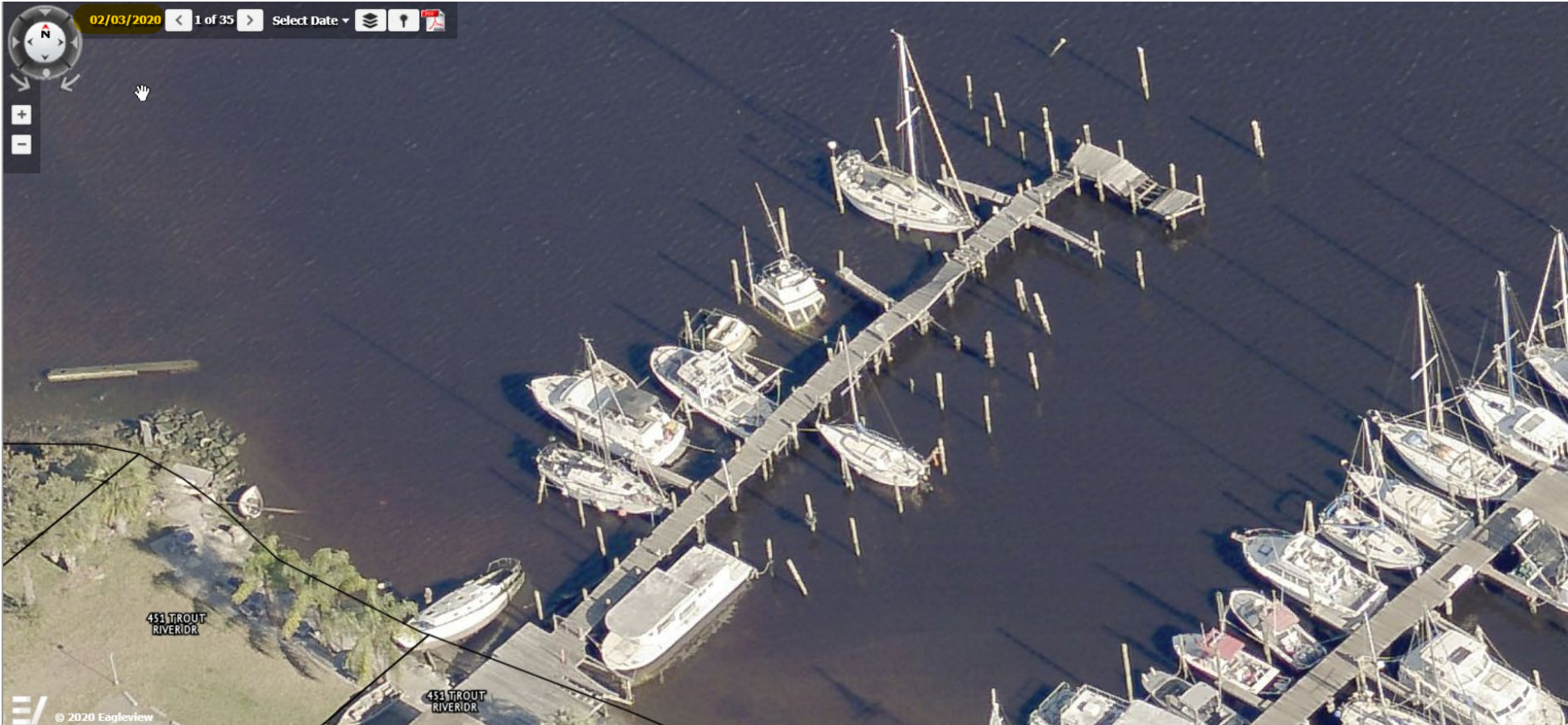
Inspection Date: 6/23/2020

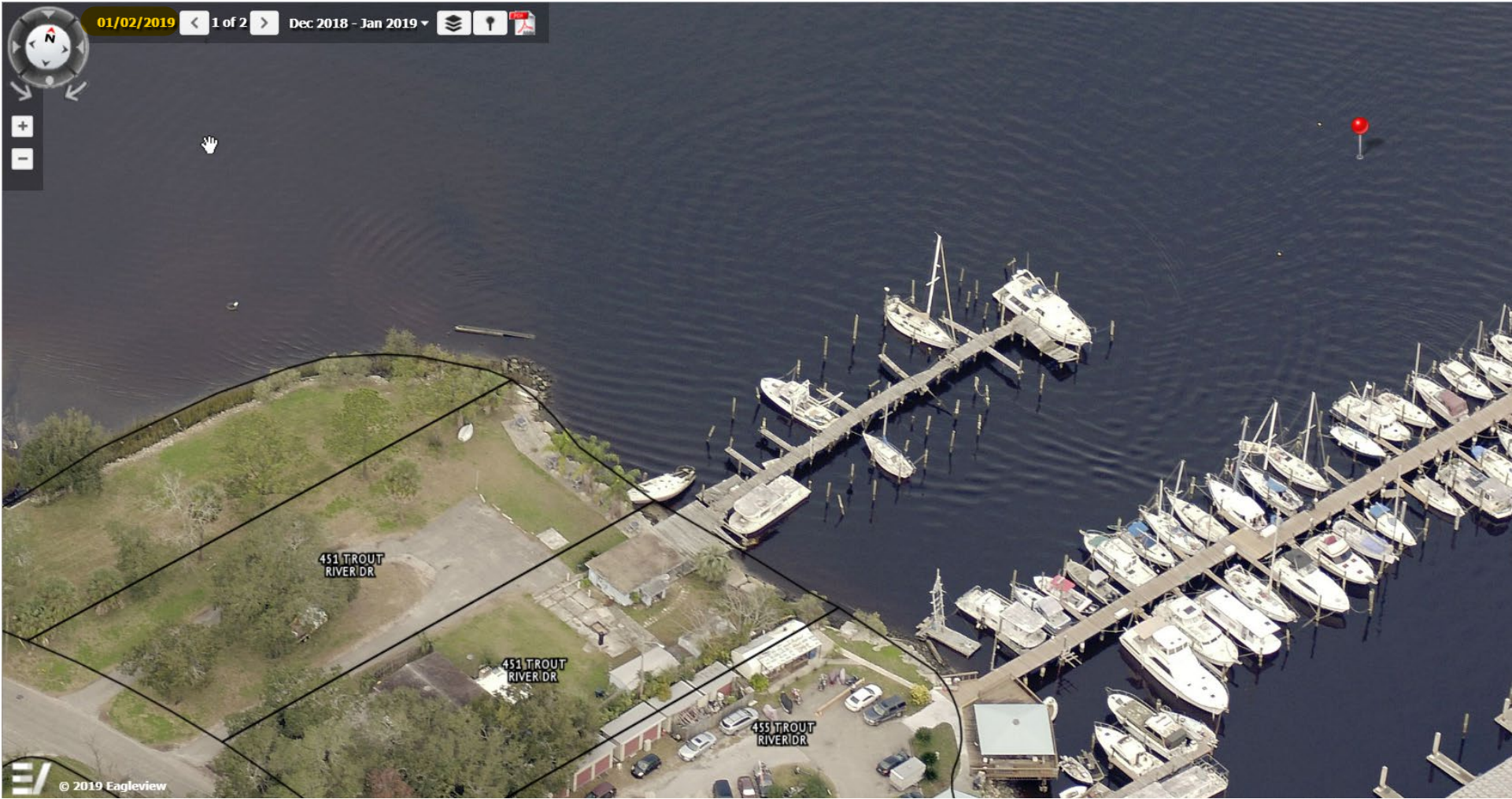
Lead DEP Inspector: Neil Hornick, P.G.



**Figure 13:** Vessel #10.









# **EXHIBIT D**

## **DEPARTMENT OF ENVIRONMENTAL PROTECTION**

### **Instrument Log Report**

**As of 7/1/2020**

**Instrument Number:** 160001762

#### **Log Entry**

##### **User Name    Time Stamp**

2020 annual invoice resent via mail due to an undeliverable email address

ROBERTS\_SS    4/16/2020

2020 annual invoice sent via email to danybarfod@hotmail.com

ROBERTS\_SS    4/15/2020

Invoice #105158 sent to the State of Florida Collection Agency on 09/16/19.

ROBBINS\_T    10/28/2019

We are unable to contact by email or phone, but a NTC was sent on 07/31/19.

WAGNER\_S    8/29/2019

Sent e-mail on 06/24/2019 with Invoice and BP information. Phone is Not active, e-mail is not valid. Sending NTC Letter to address we have on file.

BALLEW\_T    7/31/2019

e-mail came back undeliverable, phone number is not accepting calls.

UPCHURCH\_M    7/5/2019

e-mailed revenue form

UPCHURCH\_M    7/5/2019

Unable to reach the lessee via phone. Google shows that the facility is closed at the location listed in SUPRS. Sunbiz shows they have moved to a new location 3340 NE 190th St Apt 1504, Aventura, FL 33180(06/24/2019)  
Sent e-mail with overdue fees and business portal information on 06/24/2019

BALLEW\_T    7/1/2019

danybar700@hotmail.com

RIGGS\_S    3/23/2017

Received signed agreement on 06/17/14. sdr

RIGGS\_S    6/18/2014

Let Kathy Griffin know when the signed payment plan acknowledgement comes back so she can execute the lease.

WAGNER\_S 6/9/2014

3 payment plan agreement approved. sdr

RIGGS\_S 6/5/2014

SENT FOLLOW-UP LETTER TO LESSEE ALONG WITH ANOTHER COPY OF THE LEASE FOR SIGNATURE.

GRIFFIN\_K 5/21/2014 10:16:26 AM

SENT FOLLOW UP LETTER TO DANY BAR REGARDING THE OVERDUE SUBMERGED LAND LEASE.

GRIFFIN\_K 5/16/2014 2:17:11 PM

SENT LEASE AGAIN TO DANY BAR. HE RESPONDED THAT HE WAS IN EUROPE UNTIL FEBRUARY 15. I SET A REMINDER ON MY CALENDAR TO FOLLOW UP WITH HIM ON THE 17TH.

CUMMINGS\_K 1/16/2014 4:09:17 PM

Payment plan paid in full. removed status from lease.

DURANT\_A 1/14/2014

Payment defaulted. Called and talked to Dany Bar, He advised that payment will be amiled out this week for both December pymt and January.

DURANT\_A 12/4/2013

Payment plan current. Next payment due 12/01/2013

DURANT\_A 11/21/2013

Payment plan current. payment in process of being post from CRA.

DURANT\_A 10/24/2013

Payment plan agreement 10/01/13 11/01/13 12/01/13 - \$1693.81 each month 01/01/14 - \$1693.80

DURANT\_A 10/24/2013

Reminder letter delivered 09/17/2013 signed by LDIANA

DURANT\_A 9/17/2013

Payment plan requested on 09/09/13, working on agreement of 4 equal monghly payments. sdr

RIGGS\_S 9/11/2013

Reminder mailed out today concerning outstanding fees.

DURANT\_A 9/9/2013

EMAIL ADDRESS IS DANYBAR700@HOTMAIL.COM (WITH ONE 'N')

CUMMINGS\_K 8/30/2013 12:46:15 PM

NVL. Called and talked to MR. Bar concerning the outstanding fees. He asked that I email invoice to dannybar700@hotmail.com and to CC Susan Riggs. Information has been forwarded

DURANT\_A 7/2/2013

HOLD! Spoke with Dany Bar this morning. He will not be able to pay the taxes and fees by the due date. Suggested he contact Susan Riggs about a payment plan and told him we could not execute the new lease until financial assurance could be verified and fees and reporting were current.

WAGNER\_S 5/15/2013

Lease can be mailed but HOLD DEPARTMENTAL EXECUTION! Lessee has not submitted reporting since 2007/2008. All forms sent via e-mail to Dany Bar. 13/14 fees still outstanding. 2012 Ad Valorem taxes have not been paid but the final date is 5/17/2013. Credit Memo created to refund overlapping fees for 4527 sq. ft. from 4-17-2007 thru 5-15-2008 which resulted in additional fees due for the 06/07 supplemental. Currently 16 slips. Board approved increase in preempted area from 10,256 to 54,429 on 4-17-2007. Additional sq. ft. will increase slips from 16 to 68. Permit 16-261963-001-ES issued for construction expired 8-27-2012. Structures not yet built. Lessee will have to apply for a permit extension. Facility is an open to the public marina with 68 slips authorized, 16 slips currently located at the facility and qualifies for the 30% discount.

WAGNER\_S 5/8/2013

Notify Paul Ferry in Northeast district office when the missing reporting forms are submitted.

WAGNER\_S 5/6/2013

FILE IS BEING ASSIGNED TO KARRI TO PROCESS.

GRIFFIN\_K 4/15/2013 3:02:27 PM

HOLD EXECUTION! Financial assurance checked at the request of Paul Ferry NE District. Lessee is modifying to increase sq. footage from 54,429 to 71,333. Financial assurance research shows no judgments, liens or delinquent taxes but the 2012 taxes have not yet been paid. Lessee also needs to submit 08/09, 09/10, 10/11 and 11/12 reporting forms which were sent to him by e-mail to danybar700@hotmail.com.

WAGNER\_S 4/9/2013

RECEIVED SITE INSPECTION; FACILITY IS IN COMPLIANCE.

GRIFFIN\_K 4/2/2013 10:02:44 AM

PYMT PLAN PAID IN FULL

DURANT\_A 12/10/2012

Approved payment plan starting 09/01/12 at 1749.71, 10/01/12=1154.71, 11/01/12=1154.71 and 12/01/12=1154.71. sdr

RIGGS\_S 8/21/2012

4/30/2012: 11/12, 10/11, 09/10, 08/09 AWRRs has been mailed along with the annual billing.

CRUMITIE\_K 4/30/2012

Received e-mail today from Danny Bar, payment should be here by next week. sdr



RIGGS\_S 11/16/2011

District sent e-mail to day requiring payment be made by 10/31/11. sdr

RIGGS\_S 10/20/2011

Called 09/12/11, left voice mail that facility would be assigned to the collection agency and that the district would start legal action.

RIGGS\_S 9/12/2011

Defaulted on payment plan, last payment received 07/11 missed the 06/11 payment. Spoke with Dany Bar and he is going to contact his partner and will make payment by Friday 09/09 or he will e-mail me. I informed him that the district will initiate an enforcement case if this is not resolved.

RIGGS\_S 9/2/2011

Received 2008 Florida Annual Resale Certificate for Sales Tax.

RIGGS\_S 9/2/2011

Approved for 4 monthly payments starting 4/15/11 for 4,785.15 per month. sdr

RIGGS\_S 4/4/2011

No documentation that facility received the invoices, 12%, NTC or collection notification. Received e-mail from district requesting address update. Pulled back from collection and sent missing information to district to collect, district is in the process of completing agenda item DOA. sdr

RIGGS\_S 2/14/2011

Per Kathy Griffen advised to change contact information to Dany Bar-3340 NE 190 Street,Apt 1504 Aventura,Fl 33180 ph# 305-766-6540 e-mail- DanyBar700@Hotmail.com

DURANT\_A 12/28/2010

12% = 01/17/10, NTC = 02/28/10, COLLECTIONS = 09/15/10. SDR

RIGGS\_S 9/11/2010 10:05:49 AM

08/09 reporting form & Invoice #44321 sent regular mail 8/4/09. dm

MARCUM\_D 8/4/2009

Lessee did not submit the 2009 Florida Annual Resale Certificate for Sales Tax. Condition changed to reflect taxable status as of the 2009/2010 billing cycle.

ROBERTS\_SS 5/1/2009

received a letter from ownership stating that there is a relation through the owners of the two businesses but that the businesses themselves are not

MCCALL\_C 1/13/2009

waiting for the document relating the pirates point yacht club to fisherman's . see email from kristen bell in district

MCCALL\_C 9/24/2008

(cont 2) once built at this facility we will need an in depth field audit to ensure these are open to the public and are not rented by yacht club members on a continuous basis. ok to proceed with agenda item modification.

MCCALL\_C 10/26/2007

(cont)even have the sale of corporations who own slips not showing a flip in the slip. that is lease 160913849. that facility also advertises 172 wet slips which they do not have therefore it could be that the plan is to use the slips at this facility...

MCCALL\_C 10/26/2007

this facility had an agenda item in 07' which allowed a large increase in slips. these are req to be open to the public. there is another lease next door owned by the same gp entity which is a yacht club and advertises the sale of slips and could ...

MCCALL\_C 10/26/2007

Hold any action until audit is complete and notes indicate ok to go forward.NEEDS FIELD AUDIT

MCCALL\_C 8/2/2007

marina is forming individual corporations for each slip. in auditing you will never see the name change associated with the slip since the corporations name stays the same and the ownership of that corporation changes.

MCCALL\_C 7/9/2007

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Receipts Section  
 Post Office Box 3070  
 Tallahassee, FL, 32315-3070



**STATEMENT**

**Bill To:**

The Fisherman's Marina LLC  
 c/o Dany Bar  
 3340 NE 190 St Apt 1504  
 Aventura, FL 33180

**\*\* STATEMENT / INSTRUMENT INFORMATION \*\***

Statement Date: **7/17/2020**

Instrument #: **160001762**

Expiration Date: 05/16/2023

Location: Marina Docking

**\*\* IMPORTANT REMINDER \*\***

**Late payments are subject to a 12% Interest fee pursuant to FAC 18-21.011(1)(b)11.**

ACCOUNT ACTIVITY				TO FIGURE INTEREST		
Account Transaction & Balance Information				Principal Information		
Date	Transaction Description	Amount	Balance	Invoice #	Late	Balance
04/30/2002	<a href="#">INV #3562 - Annual Lease Fee 2002/2003</a>	\$1,277.90	\$1,277.90	--	--	--
04/30/2002	<a href="#">INV #3562 - State Sales Tax</a>	\$0.00	\$1,277.90	--	--	--
04/30/2002	<a href="#">INV #3562 - 30% Discount</a>	(\$383.37)	\$894.53	--	--	--
04/30/2002	PMT- PAYMENT POSTED IN QUICKBOOKS	(\$894.53)	\$0.00	--	--	--
04/15/2003	<a href="#">INV #8611 - Annual Lease Fee 2003/2004</a>	\$1,310.72	\$1,310.72	--	--	--
04/15/2003	<a href="#">INV #8611 - State Sales Tax</a>	\$0.00	\$1,310.72	--	--	--
04/15/2003	<a href="#">INV #8611 - 30% Discount</a>	(\$393.22)	\$917.50	--	--	--
04/15/2003	PMT- PAYMENT POSTED IN QUICKBOOKS	(\$917.50)	\$0.00	--	--	--
05/08/2003	<a href="#">INV #8897 - Submerged Land Renewal Fee</a>	\$200.00	\$200.00	--	--	--
05/08/2003	<a href="#">INV #8897 - State Sales Tax</a>	\$0.00	\$200.00	--	--	--
05/08/2003	PMT- PAYMENT POSTED IN QUICKBOOKS	(\$200.00)	\$0.00	--	--	--
04/09/2004	<a href="#">INV #14784 - Submerged Land Assignment Fee</a>	\$200.00	\$200.00	--	--	--
04/12/2004	PMT #610859	(\$200.00)	\$0.00	--	--	--
04/30/2004	<a href="#">INV #14989 - Annual Lease Fee 2004/2005</a>	\$939.52	\$939.52	--	--	--
04/30/2004	<a href="#">INV #14989 - State Sales Tax</a>	\$56.37	\$995.89	--	--	--
04/30/2004	<a href="#">INV #14989 - County Discretionary Tax</a>	\$9.40	\$1,005.29	--	--	--
06/18/2004	PMT #628975	(\$9.40)	\$995.89	--	--	--
06/18/2004	PMT #628974	(\$56.37)	\$939.52	--	--	--
06/18/2004	PMT #628973	(\$939.52)	\$0.00	--	--	--
05/05/2005	<a href="#">INV #21377 - Annual Lease Fee 2005/2006</a>	\$963.20	\$963.20	--	--	--
05/05/2005	<a href="#">INV #21377 - State Sales Tax</a>	\$57.79	\$1,020.99	--	--	--
05/05/2005	<a href="#">INV #21377 - County Discretionary Tax</a>	\$9.63	\$1,030.62	--	--	--
06/20/2005	PMT #695627	(\$9.63)	\$1,020.99	--	--	--
06/20/2005	PMT #695626	(\$57.79)	\$963.20	--	--	--
06/20/2005	PMT #695625	(\$963.20)	\$0.00	--	--	--
12/13/2005	<a href="#">INV #25742 - Submerged Land Assignment Fee</a>	\$500.00	\$500.00	--	--	--
12/13/2005	PMT #720113	(\$500.00)	\$0.00	--	--	--
03/07/2006	<a href="#">INV #26721 - Submerged Land Modification Fee</a>	\$500.00	\$500.00	--	--	--
02/27/2006	PMT #731490	(\$500.00)	\$0.00	--	--	--
04/30/2006	<a href="#">INV #27250 - Annual Lease Fee 2006/2007</a>	\$987.47	\$987.47	--	--	--

04/30/2006	<a href="#">INV #27250 - State Sales Tax</a>	\$59.25	\$1,046.72	--	--	--
04/30/2006	<a href="#">INV #27250 - County Discretionary Tax</a>	\$9.87	\$1,056.59	--	--	--
08/24/2006	PMT #767446	(\$9.87)	\$1,046.72	--	--	--
08/24/2006	PMT #767445	(\$59.25)	\$987.47	--	--	--
08/24/2006	PMT #767444	(\$987.47)	\$0.00	--	--	--
10/12/2006	<a href="#">INV #30460 - 2005/2006 Wet Slip Supplemental Billing</a>	\$461.39	\$461.39	--	--	--
10/12/2006	<a href="#">INV #30460 - State Sales Tax</a>	\$27.68	\$489.07	--	--	--
10/12/2006	<a href="#">INV #30460 - County Discretionary Tax</a>	\$4.61	\$493.68	--	--	--
10/31/2006	PMT #777432	(\$4.61)	\$489.07	--	--	--
10/31/2006	PMT #777431	(\$27.68)	\$461.39	--	--	--
10/31/2006	PMT #777430	(\$461.39)	\$0.00	--	--	--
02/23/2007	<a href="#">INV #32032 - Administrative Fines</a>	\$2,263.50	\$2,263.50	--	--	--
02/22/2007	PMT #797184	(\$2,263.50)	\$0.00	--	--	--
02/28/2007	<a href="#">INV #32015 - Arrears</a>	\$640.00	\$640.00	--	--	--
02/28/2007	<a href="#">INV #32015 - State Sales Tax</a>	\$38.40	\$678.40	--	--	--
02/28/2007	<a href="#">INV #32015 - Submerged Land Interest/Finance Charge</a>	\$13.78	\$692.18	--	--	--
02/28/2007	<a href="#">INV #32015 - County Discretionary Tax</a>	\$6.40	\$698.58	--	--	--
02/22/2007	PMT #799434	(\$5.98)	\$692.60	--	--	--
02/22/2007	PMT #799433	(\$35.89)	\$656.71	--	--	--
02/22/2007	PMT #797185	(\$611.91)	\$44.80	--	--	--
03/07/2007	PMT #801036	(\$0.42)	\$44.38	--	--	--
03/07/2007	PMT #801035	(\$2.51)	\$41.87	--	--	--
03/07/2007	PMT #801671	(\$5.98)	\$35.89	--	--	--
03/07/2007	PMT #801668	(\$13.78)	\$22.11	--	--	--
03/07/2007	PMT #801668	(\$22.11)	\$0.00	--	--	--
04/30/2007	<a href="#">INV #32929 - Annual Lease Fee 2007/2008</a>	\$1,461.78	\$1,461.78	--	--	--
04/30/2007	<a href="#">INV #32929 - State Sales Tax</a>	\$87.71	\$1,549.49	--	--	--
04/30/2007	<a href="#">INV #32929 - County Discretionary Tax</a>	\$14.62	\$1,564.11	--	--	--
08/23/2007	PMT #836872	(\$14.62)	\$1,549.49	--	--	--
08/23/2007	PMT #836871	(\$87.71)	\$1,461.78	--	--	--
08/23/2007	PMT #836870	(\$1,461.78)	\$0.00	--	--	--
09/07/2007	<a href="#">INV #38941 - 2006/2007 Wet Slip Supplemental Billing</a>	\$313.95	\$313.95	--	--	--
09/07/2007	<a href="#">INV #38941 - State Sales Tax</a>	\$18.84	\$332.79	--	--	--
09/07/2007	<a href="#">INV #38941 - County Discretionary Tax</a>	\$3.14	\$335.93	--	--	--
10/01/2007	PMT #842076	(\$3.14)	\$332.79	--	--	--
10/01/2007	PMT #842075	(\$18.84)	\$313.95	--	--	--
10/01/2007	PMT #842074	(\$313.95)	\$0.00	--	--	--
11/16/2007	<a href="#">INV #36520 - Arrears</a>	\$4,717.35	\$4,717.35	--	--	--
11/16/2007	<a href="#">INV #36520 - 25% Initial Surcharge</a>	\$1,091.98	\$5,809.33	--	--	--
11/16/2007	<a href="#">INV #36520 - State Sales Tax</a>	\$348.56	\$6,157.89	--	--	--
11/16/2007	<a href="#">INV #36520 - County Discretionary Tax</a>	\$58.09	\$6,215.98	--	--	--
12/17/2007	PMT #853339	(\$58.09)	\$6,157.89	--	--	--
12/17/2007	PMT #853338	(\$348.56)	\$5,809.33	--	--	--
12/17/2007	PMT #853337	(\$1,091.98)	\$4,717.35	--	--	--
12/17/2007	PMT #853337	(\$4,717.35)	\$0.00	--	--	--
04/30/2008	<a href="#">INV #39729 - Annual Lease Fee 2008/2009</a>	\$5,545.12	\$5,545.12	--	--	--
01/30/2009	PMT #921374	(\$5,078.74)	\$466.38	--	--	--
10/01/2007	PMT #842074	(\$0.80)	\$465.58	--	--	--
10/01/2007	PMT #871189	(\$4.36)	\$461.22	--	--	--
10/01/2007	PMT #871188	(\$26.15)	\$435.07	--	--	--
10/01/2007	PMT #842074	(\$435.07)	\$0.00	--	--	--
06/03/2008	<a href="#">INV #40373 - Submerged Land Modification Fee</a>	\$540.00	\$540.00	--	--	--
06/03/2008	PMT #879558	(\$540.00)	\$0.00	--	--	--
04/30/2009	<a href="#">INV #44321 - 2009/2010 Annual Lease Fee</a>	\$5,694.28	\$5,694.28	--	--	--
04/30/2009	<a href="#">INV #44321 - State Sales Tax</a>	\$341.66	\$6,035.94	--	--	--
04/30/2009	<a href="#">INV #44321 - County Discretionary Tax</a>	\$56.94	\$6,092.88	--	--	--
04/18/2011	PMT #1078240	(\$44.72)	\$6,048.16	--	--	--
04/18/2011	PMT #1078239	(\$268.33)	\$5,779.83	--	--	--
04/18/2011	PMT #1078238	(\$4,472.10)	\$1,307.73	--	--	--
05/13/2011	PMT #1084069	(\$12.22)	\$1,295.51	--	--	--
05/13/2011	PMT #1084068	(\$73.33)	\$1,222.18	--	--	--
05/13/2011	PMT #1084067	(\$1,222.18)	\$0.00	--	--	--
01/15/2010	<a href="#">INV #48908 - 12% Interest On Past Due Submerged Land Invoice</a>	\$413.78	\$413.78	#44321	218 days	\$5,694.28
05/13/2011	PMT #1084830	(\$1.94)	\$411.84	--	--	--
05/13/2011	PMT #1084829	(\$11.61)	\$400.23	--	--	--

05/13/2011	PMT #1084828	(\$193.35)	\$206.88	--	--	--
07/11/2011	PMT #1100017	(\$103.45)	\$103.43	--	--	--
11/18/2011	PMT #1121711	(\$103.43)	\$0.00	--	--	--
04/30/2010	<a href="#">INV #50886 - 2010/2011 Annual Lease Fee</a>	\$5,840.05	\$5,840.05	--	--	--
04/30/2010	<a href="#">INV #50886 - State Sales Tax</a>	\$350.40	\$6,190.45	--	--	--
04/30/2010	<a href="#">INV #50886 - County Discretionary Tax</a>	\$58.40	\$6,248.85	--	--	--
05/13/2011	PMT #1084069	(\$30.56)	\$6,218.29	--	--	--
05/13/2011	PMT #1084068	(\$183.39)	\$6,034.90	--	--	--
05/13/2011	PMT #1084067	(\$3,056.57)	\$2,978.33	--	--	--
07/11/2011	PMT #1100519	(\$27.84)	\$2,950.49	--	--	--
07/11/2011	PMT #1100518	(\$167.01)	\$2,783.48	--	--	--
07/11/2011	PMT #1100517	(\$2,783.48)	\$0.00	--	--	--
03/18/2011	<a href="#">INV #56526 - 2011/2012 Annual Lease Fee</a>	\$5,967.38	\$5,967.38	--	--	--
03/18/2011	<a href="#">INV #56526 - State Sales Tax</a>	\$358.04	\$6,325.42	--	--	--
03/18/2011	<a href="#">INV #56526 - County Discretionary Tax</a>	\$59.67	\$6,385.09	--	--	--
07/11/2011	PMT #1100519	(\$15.90)	\$6,369.19	--	--	--
07/11/2011	PMT #1100518	(\$95.52)	\$6,273.67	--	--	--
07/11/2011	PMT #1100517	(\$1,591.95)	\$4,681.72	--	--	--
11/18/2011	PMT #1121710	(\$43.77)	\$4,637.95	--	--	--
11/18/2011	PMT #1121709	(\$262.52)	\$4,375.43	--	--	--
11/18/2011	PMT #1121708	(\$4,375.43)	\$0.00	--	--	--
04/30/2012	<a href="#">INV #63244 - 2012/2013 Annual Lease Fee</a>	\$6,103.44	\$6,103.44	--	--	--
04/30/2012	<a href="#">INV #63244 - State Sales Tax</a>	\$366.21	\$6,469.65	--	--	--
04/30/2012	<a href="#">INV #63244 - County Discretionary Tax</a>	\$61.03	\$6,530.68	--	--	--
08/29/2012	PMT #1169913	(\$32.04)	\$6,498.64	--	--	--
08/29/2012	PMT #1169912	(\$192.27)	\$6,306.37	--	--	--
08/29/2012	PMT #1169910	(\$3,204.48)	\$3,101.89	--	--	--
10/11/2012	PMT #1177358	(\$14.49)	\$3,087.40	--	--	--
10/11/2012	PMT #1177357	(\$86.97)	\$3,000.43	--	--	--
10/11/2012	PMT #1177356	(\$1,449.49)	\$1,550.94	--	--	--
12/03/2012	PMT #1184675	(\$0.01)	\$1,550.93	--	--	--
12/03/2012	PMT #1184188	(\$14.49)	\$1,536.44	--	--	--
12/03/2012	PMT #1184187	(\$86.97)	\$1,449.47	--	--	--
12/03/2012	PMT #1184186	(\$1,449.47)	\$0.00	--	--	--
07/05/2012	<a href="#">INV #65245 - 12% Interest On Past Due Submerged Land Invoice</a>	\$71.21	\$71.21	<a href="#">#63244</a>	35 days	\$6,103.44
08/29/2012	PMT #1169911	(\$71.21)	\$0.00	--	--	--
05/15/2013	<a href="#">INV #70504 - 2006/2007 Wet Slip Supplemental Billing</a>	\$34.34	\$34.34	--	--	--
05/07/2013	<a href="#">CM #70394 - CREDIT MEMOS</a>	(\$34.34)	\$0.00	--	--	--
05/15/2013	<a href="#">INV #70504 - State Sales Tax</a>	\$2.06	\$2.06	--	--	--
05/07/2013	<a href="#">CM #70394 - CREDIT MEMOS</a>	(\$2.06)	\$0.00	--	--	--
05/15/2013	<a href="#">INV #70504 - County Discretionary Tax</a>	\$0.34	\$0.34	--	--	--
05/07/2013	<a href="#">CM #70394 - CREDIT MEMOS</a>	(\$0.34)	\$0.00	--	--	--
08/29/2013	<a href="#">INV #73900 - Submerged Land Renewal Fee</a>	\$606.00	\$606.00	--	--	--
10/23/2013	PMT #1248966	(\$606.00)	\$0.00	--	--	--
11/01/2013	<a href="#">INV #69756 - 2013/2014 Annual Lease Fee</a>	\$6,213.28	\$6,213.28	--	--	--
05/07/2013	<a href="#">CM #70394 - CREDIT MEMOS</a>	(\$447.64)	\$5,765.64	--	--	--
11/01/2013	<a href="#">INV #69756 - State Sales Tax</a>	\$372.80	\$6,138.44	--	--	--
05/07/2013	<a href="#">CM #70394 - CREDIT MEMOS</a>	(\$26.86)	\$6,111.58	--	--	--
11/01/2013	<a href="#">INV #69756 - County Discretionary Tax</a>	\$62.13	\$6,173.71	--	--	--
05/07/2013	<a href="#">CM #70394 - CREDIT MEMOS</a>	(\$4.48)	\$6,169.23	--	--	--
10/23/2013	PMT #1248970	(\$10.17)	\$6,159.06	--	--	--
10/23/2013	PMT #1248971	(\$15.83)	\$6,143.23	--	--	--
10/23/2013	PMT #1248967	(\$61.00)	\$6,082.23	--	--	--
10/23/2013	PMT #1248968	(\$94.98)	\$5,987.25	--	--	--
10/23/2013	PMT #1248969	(\$1,016.64)	\$4,970.61	--	--	--
10/23/2013	PMT #1248965	(\$1,583.00)	\$3,387.61	--	--	--
12/09/2013	PMT #1254570	(\$31.65)	\$3,355.96	--	--	--
12/09/2013	PMT #1254569	(\$189.96)	\$3,166.00	--	--	--
12/09/2013	PMT #1254568	(\$3,166.00)	\$0.00	--	--	--
07/01/2014	<a href="#">INV #77606 - 2014/2015 Annual Lease Fee</a>	\$4,205.61	\$4,205.61	--	--	--
08/06/2014	<a href="#">CM #79464 - CREDIT MEMOS</a>	(\$0.01)	\$4,205.60	--	--	--
07/01/2014	<a href="#">INV #77606 - State Sales Tax</a>	\$252.34	\$4,457.94	--	--	--
07/01/2014	<a href="#">INV #77606 - County Discretionary Tax</a>	\$42.06	\$4,500.00	--	--	--
06/13/2014	PMT #1279941	(\$42.06)	\$4,457.94	--	--	--
06/13/2014	PMT #1279940	(\$252.34)	\$4,205.60	--	--	--

06/13/2014	PMT #1279939		(\$4,205.60)	\$0.00	--	--	--
08/01/2014	<a href="#">INV #77607 - 2014/2015 Annual Lease Fee</a>		\$1,068.46	\$1,068.46	--	--	--
08/01/2014	<a href="#">INV #77607 - State Sales Tax</a>		\$64.11	\$1,132.57	--	--	--
08/01/2014	<a href="#">INV #77607 - County Discretionary Tax</a>		\$10.68	\$1,143.25	--	--	--
08/28/2014	PMT #1298456		(\$10.68)	\$1,132.57	--	--	--
08/28/2014	PMT #1298458		(\$64.11)	\$1,068.46	--	--	--
08/28/2014	PMT #1298427		(\$1,068.46)	\$0.00	--	--	--
09/01/2014	<a href="#">INV #77608 - 2014/2015 Annual Lease Fee</a>		\$1,068.46	\$1,068.46	--	--	--
09/01/2014	<a href="#">INV #77608 - State Sales Tax</a>		\$64.11	\$1,132.57	--	--	--
09/01/2014	<a href="#">INV #77608 - County Discretionary Tax</a>		\$10.68	\$1,143.25	--	--	--
08/28/2014	PMT #1298459		(\$10.68)	\$1,132.57	--	--	--
08/28/2014	PMT #1298455		(\$64.11)	\$1,068.46	--	--	--
08/28/2014	PMT #1298457		(\$1,068.46)	\$0.00	--	--	--
04/30/2015	<a href="#">INV #83169 - 2015/2016 Annual Lease Fee</a>		\$6,450.35	\$6,450.35	--	--	--
04/30/2015	<a href="#">INV #83169 - State Sales Tax</a>		\$387.02	\$6,837.37	--	--	--
04/30/2015	<a href="#">INV #83169 - County Discretionary Tax</a>		\$64.50	\$6,901.87	--	--	--
06/23/2015	PMT #1353296		(\$64.50)	\$6,837.37	--	--	--
06/23/2015	PMT #1353295		(\$387.02)	\$6,450.35	--	--	--
06/23/2015	PMT #1353294		(\$6,450.35)	\$0.00	--	--	--
06/06/2016	<a href="#">INV #88882 - 2016/2017 Annual Lease Fee</a>		\$6,549.67	\$6,549.67	--	--	--
12/08/2016	<a href="#">CM #92939 - CREDIT MEMOS</a>		(\$1,486.81)	\$5,062.86	--	--	--
06/06/2016	<a href="#">INV #88882 - State Sales Tax</a>		\$392.98	\$5,455.84	--	--	--
12/08/2016	<a href="#">CM #92939 - CREDIT MEMOS</a>		(\$89.21)	\$5,366.63	--	--	--
06/06/2016	<a href="#">INV #88882 - County Discretionary Tax</a>		\$65.50	\$5,432.13	--	--	--
12/08/2016	<a href="#">CM #92939 - CREDIT MEMOS</a>		(\$14.87)	\$5,417.26	--	--	--
12/12/2016	PMT #1441759		(\$50.63)	\$5,366.63	--	--	--
12/12/2016	PMT #1441758		(\$303.77)	\$5,062.86	--	--	--
12/12/2016	PMT #1441756		(\$5,062.86)	\$0.00	--	--	--
06/30/2016	<a href="#">INV #89780 - 12% Interest On Past Due Submerged Land Invoice</a>		\$67.68	\$67.68	<a href="#">#88882</a>	31 days	\$6,549.67
12/12/2016	PMT #1441757		(\$67.68)	\$0.00	--	--	--
04/28/2017	<a href="#">INV #94766 - 2017/2018 Annual Lease Fee</a>		\$6,638.75	\$6,638.75	--	--	--
04/28/2017	<a href="#">INV #94766 - State Sales Tax</a>		\$398.33	\$7,037.08	--	--	--
04/28/2017	<a href="#">INV #94766 - County Discretionary Tax</a>		\$66.39	\$7,103.47	--	--	--
06/05/2017	PMT #1479464		(\$66.39)	\$7,037.08	--	--	--
06/05/2017	PMT #1479463		(\$398.33)	\$6,638.75	--	--	--
06/05/2017	PMT #1479462		(\$6,638.75)	\$0.00	--	--	--
08/04/2018	<a href="#">INV #99824 - Annual Lease Fee 2018/2019</a>		\$6,734.34	\$6,734.34	--	--	--
08/04/2018	<a href="#">INV #99824 - State Sales Tax</a>		\$390.59	\$7,124.93	--	--	--
08/04/2018	<a href="#">INV #99824 - County Discretionary Tax</a>		\$67.34	\$7,192.27	--	--	--
01/03/2019	PMT #1578940		(\$67.34)	\$7,124.93	--	--	--
01/03/2019	PMT #1578939		(\$390.59)	\$6,734.34	--	--	--
01/03/2019	PMT #1578938		(\$6,734.34)	\$0.00	--	--	--
04/30/2019	<a href="#">INV #105158 - Annual Lease Fee 2019/2020 NT2</a>		\$6,856.91	\$6,856.91	--	--	--
04/30/2019	<a href="#">INV #105158 - State Sales Tax</a>		\$390.84	\$7,247.75	--	--	--
04/30/2019	<a href="#">INV #105158 - County Discretionary Tax</a>		\$68.57	\$7,316.32	--	--	--
04/15/2020	<a href="#">INV #110958 - Annual Lease Fee 2020/2021</a>		\$6,960.93	\$14,277.25	--	--	--
04/15/2020	<a href="#">INV #110958 - State Sales Tax</a>		\$382.85	\$14,660.10	--	--	--
04/15/2020	<a href="#">INV #110958 - County Discretionary Tax</a>		\$69.61	\$14,729.71	--	--	--
<b>Amount Due</b>				<b>\$14,729.71</b>			

**For any questions concerning this Statement, please call (850) 245-2720.**