



DEPARTMENTAL CORRESPONDENCE

3-81

TO: Catherine McKenzie, Senior Paralegal
DEPT: City Attorney

VIA: Monte K. Falls, PE, Director
DEPT: Public Works *MKF 2/3*

FROM: David R. Gay, PSM, Chief Surveyor *DRG*
DEPT: Public Works

DATE: February 3, 2015

RE: **License for Use of City Property #2016-LA-0264
Dock and Boat Lift
Tarpon Island Club Dock Owners Association, Inc.**

The owner of 1845 Tarpon Lane, Unit G206 has applied to install a new boat lift on an existing dock located on City-owned submerged lands adjacent to their property. Part of the approval process is the execution of a license agreement. It has been determined that the proper entity to be granted this license would be the Tarpon Island Club Dock Owners Association, Inc. The license area would include all docks and slips in the area being used by the Association. As such please prepare the necessary agreement and we will then forward it to the property owner for signatures.

Attached for your use include:

- A copy of the sketch and description of the license area;
- Printout from the Indian River County Property Appraiser's website;
- A copy of the owner's deed and approval for dock ownership;
- Portions of the Declaration of Condominium for Tarpon Island Club I;
- A printout of the Plat for the canal being utilized; and
- A printout from the Florida Division of Corporations.

Please note I have been advised that the signatories for the Association will be Paul Fuller, President and Donald Anderson, Treasurer.

If you have any questions please give me a call.

Attachments

DRG:MKF/ntn

Prepared by and return to:
City Attorney
City of Vero Beach
P.O. Box 1389
Vero Beach, FL 32960-1389

CITY OF VERO BEACH, FLORIDA
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY

SUBMERGED LANDS LICENSE
#2016-LA-0264

THIS LICENSE AGREEMENT (hereinafter "License") is made and entered into as of the date last written below (hereinafter "Effective Date") by and between the **City of Vero Beach, Florida**, a Florida municipal corporation, whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389, (hereinafter "City") and **Tarpon Island Club Dock Owners' Association, Inc.** (hereinafter "Association"), for and on behalf of itself and its owner members, whose mailing address is 1845 Tarpon Lane, G206, Vero Beach, Florida 32960 and c/o Elliott Merrill Management, 835 20th Place, Vero Beach, Florida 32960, (hereinafter collectively "Licensee"). City and Licensee may also be referred to herein individually as a "party" or collectively as the "parties."

WITNESSETH: That for and in consideration of the full, faithful, and timely performance of and compliance with all terms and conditions stated herein, the City does hereby license to Licensee the City real property described as follows:

That certain parcel of City submerged lands located in the North Duda Isles canal and adjacent to the upland real property of Licensee owner members located at Tarpon Island Club Condominium No. 1, Tarpon Lane, in Vero Beach, Indian River County, Florida, the location and description of said submerged lands being as more fully described and depicted in Exhibit "A" attached hereto and incorporated herein (hereinafter "Premises"),

together with nonexclusive use of the canal and waterway wherein the Premises are situated for ingress and egress navigation and other lawful purposes.

TO HAVE THE USE OF the hereinabove described Premises from the Effective Date to the termination date of this License. The terms and conditions on and for which this License is granted are as follows:

1. USE OF PREMISES: Licensee is hereby authorized to occupy, utilize, and maintain the Premises for purposes of constructing and maintaining docks, boat lifts, boat slips, and associated pilings and other improvements for docking recreational vessels if such use meets the conditions of this License and all regulatory requirements of the City of Vero Beach, Indian River County, and the State of Florida and its agencies having jurisdiction. Such authorized use shall not include the renting or leasing of said docks, boat lifts, or boat slips to third-parties unless such rental or leasing is in conjunction with the rental or leasing of the upland real property of a Licensee owner member. All of the foregoing shall be subject to all terms and conditions of this License. The City retains the sole and absolute right to determine whether any proposed or actual use of the Premises is within the uses contemplated and allowed by this License.

2. TERM: The term of this License commences on the Effective Date and shall continue until terminated (hereinafter the "Term").

3. LICENSE FEE: License and use fees are waived during the Term of this License.

4. EXTENT OF USE: The License is granted to the Licensee for benefit of the Association and its owner members to use or occupy the Premises only for those activities specified herein and as conditioned by all regulatory entities and agencies, permits, and land use approvals. Licensee shall not: (i) change or add to or allow any change or addition to the approved use of the Premises as defined herein; (ii) change or allow change in activities in any manner that may have a land use or an environmental impact that was not considered in the original authorization or regulatory permits and approvals; or (iii) change or allow change in the type of use of the adjacent upland property or as permitted by the Licensee's owner member's interests in the adjacent upland property without first obtaining regulatory permits and approvals or modified permits and approvals, if applicable, the City's written authorization in the form of a modified license, the payment of additional fees, if applicable, and if applicable, the removal of structures or improvements which no longer qualify for authorization under the modified license.

5. SPECIAL LICENSE CONDITIONS: In addition to all other terms and conditions herein, this License and the use of the Premises are further conditioned as follows:

(a) Except to the extent specifically allowed by the terms and conditions of this License, no part or portion of the Premises or any improvements, installations, or equipment constructed or installed on the Premises shall be occupied, used, or maintained as a commercial marina or for any other commercial or business purpose.

(b) In addition to all applicable City of Vero Beach regulations, the following uses and activities on the Premises are not permitted and shall not be conducted or allowed by Licensee:

- (1) Fueling of vessels or bulk fuel storage.
- (2) Pumpout or other disposal or discharge of sewage or other hazardous waste from vessels, whether by use of permanent or portable equipment or service, or any other means. Licensee shall inform all vessel owners/operators of the requirement for use of available sewage pumpout facilities in the area.
- (3) "Liveaboards" or occupancy of a vessel as temporary or permanent living quarters. The term "Liveaboard" is defined as a vessel docked at or on the Premises and inhabited by a person or persons.
- (4) Docking or storage of any vessel used for commercial purposes (e.g., sightseeing, fishing, gambling, passenger service, scientific, industrial, or otherwise operated for a fee, charge, or other exchange of value of any kind or otherwise used for other than private recreational purposes).
- (5) Major vessel repair or service.
- (6) The sale or rental of any products or services, including the sale or rental of vessels, personal watercraft, equipment, or any other product or service whether or not marine related, with the exception of the private sale of a Licensee owner member vessel, watercraft, or equipment not conducted as a business.
- (7) Advertising signs or devices of any kind.
- (8) Any permanent, temporary, or floating structures, fences, docks, pilings, or any other structures the use of which is not water-dependent.
- (9) Any additional activity or use not approved in advance by the City, including but not limited to dredging, relocation/realignment or major repairs/renovations to authorized structures. This condition does not apply to minor structural repairs required to maintain the authorized structures in

a good state of repair and in a presentable condition; provided such activities shall not exceed the activities authorized by this License.

(10) Any other use, activity, or conduct of a commercial nature or appearance or not authorized herein.

6. SUPERVISION AND CONTROL OF PREMISES: Licensee shall solely be responsible for the operation, management, and maintenance of the Premises pursuant to the terms and conditions of this License. Licensee shall instruct, monitor, supervise, and manage all persons and entities in the use of the Premises consistent with the terms and conditions of this License and all limitations, restrictions, laws, and regulations. Licensee and not the City shall have the right and duty to control access to the Premises by such persons and other third parties. Notwithstanding any other term or condition hereof, Licensee shall be deemed for all purposes to be solely in possession and control of the Premises.

7. NUISANCES OR ILLEGAL OPERATIONS: Licensee shall not permit the Premises or any part thereof to be used, occupied, or maintained for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the City and this License is modified accordingly, nor shall Licensee knowingly permit or suffer any nuisances or illegal operations of any kind on or from the Premises. Licensee shall not allow any loud music or other objectionable noise or amplification of sound on, in, or from the Premises.

8. NON-DISCRIMINATION: Licensee expressly agrees that no person, on the grounds of race, color, religion, national origin, age, marital status, gender identity, sexual orientation, disability, or any other characteristic protected by Federal or Florida law, will be excluded from participation in, denied benefits of, denied access to, or be otherwise subjected to discrimination with respect to any activity occurring within the Premises; and that in the furnishing of services on or for the Premises, no person, on any of the foregoing grounds, shall be excluded from participation therein, denied the benefits thereof, or be otherwise subjected to discrimination.

9. IMPROVEMENTS AND INSTALLATIONS: Licensee is authorized to maintain those improvements and installations existing on and in the Premises on the Effective Date. No other improvements, installations, or equipment of any kind or nature, shall be constructed or installed on or in the Premises without prior review and written approval by the City, as well as compliance with all other reviews, permits, and approvals required by applicable code, ordinance, law, rule, or regulation. Licensee shall be limited to those improvements, installations, and equipment specifically approved by the City in writing. Upon written notice from the City, Licensee shall, at its own cost and expense, immediately remove any improvement, installation, or equipment made or installed without first obtaining all required approvals and permits and repair, clean, and restore the Premises to a reasonably good condition acceptable to the City.

10. PERMITS AND LICENSES: Licensee shall be solely responsible for obtaining and paying for the expense of all required governmental, regulatory, and other approvals, permits, and licenses necessary for Licensee's occupation, use, and operation of the Premises and access thereto.

11. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Licensee shall obtain a U.S. Army Corps of Engineers (USACE) permit, if required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the City prior to the commencement of construction and/or any activities on the Premises or other City lands.

12. COMPLIANCE WITH LAWS: On or in conjunction with the use of the Premises, Licensee shall at all times comply with all Federal and Florida Statutes and all administrative rules promulgated thereunder, as well as all applicable local laws and regulations.

13. MAINTENANCE OF PREMISES; RIGHT TO INSPECT: Licensee shall, at its own expense, maintain the Premises in good condition, keeping the structures and equipment located thereon and therein in a good state of repair and in a presentable condition. The City shall have no responsibility for maintenance of the Premises or any structures or equipment located thereon or therein. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The Premises shall be subject to inspection by the City or its designated agent(s) at any reasonable time and otherwise subject to a right of entry by City's employees and agents in performance of their duties. In furtherance of said right of entry, Licensee grants to City the privilege and right of ingress, egress, and regress in and over the driveways, parking, common, and open areas of Licensee's owner member upland property for access to the Premises by City and City's employees, agents, contractors, and assigns in performance of their duties. Said privilege and right of access over and across the upland property shall survive termination of this License to the extent necessary and reasonable for City to exercise its rights under this License.

14. UTILITIES AND OTHER SERVICES: Licensee shall be solely responsible at its own expense for establishing and maintaining all utilities and other services needed to serve use of the Premises and for Licensee operations and activities. Licensee shall promptly pay on or before the due date all charges for such utilities and other services, including but not limited to electric, water, sewer, communications, security, sanitation, and solid waste removal. Licensee shall hold City harmless from payment of charges for any and all such utilities and services and for any interruption in such utilities or services. Except as may be contracted for separately between Licensee and City, the City shall have no responsibility or obligation to provide any utilities or services of any kind for Licensee use of the Premises or for Licensee operations and activities.

15. REFUSE REMOVAL: Licensee shall be solely responsible at its own expense for providing prompt removal from the Premises and proper disposal of all refuse, garbage, debris, trash, and other discarded materials and shall not allow an accumulation thereof on, in, or adjacent to the Premises.

16. TAXES AND ASSESSMENTS: Licensee shall be responsible for liabilities that accrue to the Premises, the improvements thereon, and Licensee's interests hereunder, including any and all taxes and assessments of every kind and description which are now or may be hereafter lawfully assessed or levied against the Premises, improvements, or Licensee interests during the Term of this License.

17. PROPERTY RIGHTS: Licensee understands and acknowledges that the License granted hereunder does not "run with the land," whether as to the Premises or the upland property. This License provides Licensee with no leasehold or other property interest in the Premises. The License granted hereunder is for the possession and use of government property and merely provides permission, personal to Licensee, to occupy, use, and maintain the Premises pursuant to the terms and conditions herein and solely at Licensee's risk and at the City's sufferance and convenience. Licensee shall make no claim of title or interest to the Premises by reason of the occupancy or use thereof, and all title and interest to said Premises is vested in City. Licensee is prohibited from including, or making any claim that purports to include, said Premises or Licensee rights granted by this License into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. Licensee is further prohibited from making, or allowing to be made, any claim, including any advertisement, that said Premises, or the use thereof, may be purchased, sold, or re-sold.

18. INTEREST IN UPLAND PROPERTY: Licensee owner members shall maintain satisfactory evidence of sufficient ownership interest, as may be required by and determined in City's sole discretion, in the upland property adjacent to the Premises. If such interest is terminated or City determines that such interest did not exist on the Effective Date of this License, this License may be immediately terminated at the option of the City. Should the City terminate this License, Licensee shall not have or assert any claim or defense against the City arising out of this License. Prior to sale or other transfer or termination of Licensee's or any owner member's interest, Licensee or the owner member shall inform each potential buyer or transferee of the existence and conditions of this License. Failure to do so will not relieve Licensee or the owner member from responsibility for full compliance with the terms and conditions of this License.

19. ENCROACHMENT OF IMPROVEMENTS: In the event that any part of any structure authorized hereunder is determined by the City to extend or encroach outside the Premises or interfere with public use of the canal or waterway, Licensee shall either obtain written consent for the offending structure from the City by way of an amended license agreement or remove the interference or encroachment within 60 days from the date of the notice of the City's determination.

20. ASSIGNMENT: This License shall not be assigned, transferred, hypothecated, sold, mortgaged, or otherwise encumbered without prior written consent of the City's City Council in its sole discretion. Any assignment or other transfer shall be subject to the terms and conditions hereof and all applicable laws, rules, and regulations in effect at the time. Any assignment or other transfer made without prior written consent of the City shall be null and void and without legal effect.

21. ASSUMPTION OF RISK; RELEASE AND INDEMNIFICATION: For and in additional consideration of the separate sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by City to Licensee, the receipt and sufficiency of which is hereby acknowledged by Licensee, Licensee agrees as follows:

(a) Premises "As Is." Licensee accepts the condition of the Premises as is and recognizes and hereby expressly and fully assumes all risks, known and unknown, that arise or might arise incidental to or in any way connected with the condition or use of or access to the Premises. The City has not made and makes no warranty of any kind whatsoever as to the condition of the Premises or their fitness for any particular purpose. This express assumption of risk by Licensee is made for and on behalf of Licensee and Licensee's members, employees, agents, guests, contractors, subcontractors, and all other invitees.

(b) Release and Indemnification (Premises). Licensee hereby releases and forever discharges City, its elected officials, officers, employees, and agents (collectively "Released Parties"), and agrees to indemnify and hold harmless the Released Parties from and against any and all liabilities, claims, demands, damages, actions, lawsuits, costs, and expenses, of any kind or nature, including but not limited to, costs of investigation and attorneys' and experts' fees and costs through trial and appeal, arising out of, incidental to, or in any way connected with the condition or use of, or access to, the Premises, any improvement, installation, or equipment thereon or therein, or otherwise arising under this License. LICENSEE UNDERSTANDS AND AGREES THAT THIS RELEASE AND INDEMNIFICATION INCLUDES ANY AND ALL CLAIMS BASED ON THE NEGLIGENCE, ACTIONS, OR INACTION OF THE CITY OR ANY OTHER RELEASED PARTY AND INCLUDES ANY OTHER CAUSE OR CONDITION WHATSOEVER, AND COVERS, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE.

(c) Indemnification (Use). Licensee shall indemnify and hold the Released Parties harmless from and against any and all liabilities, claims, demands, damages, actions, lawsuits, judgments, penalties, losses, costs, or expenses, of any kind or nature, including but not limited to, costs of investigation and attorneys' and experts' fees and costs through trial and appeal, arising out of, incidental to, or in any way connected with: the use, occupancy, maintenance, or improvement of the Premises or any improvement, installation, vessel, or equipment thereon or therein by Licensee or any member, employee, representative, agent, guest, contractor, sub-contractor, material supplier, service supplier, or other invitee, or of any of the foregoing, and; any act or omission of Licensee or any member, employee, representative, agent, guest, contractor, sub-contractor, material supplier, service supplier, or other invitee, or of any of the foregoing, or otherwise arising under this License. Said indemnification includes any damage of any kind to the Premises or City improvements, structures, installations, or equipment thereon or therein.

(d) Release and Indemnity (Public Improvements and Utilities). Licensee's release and agreement to indemnify and hold the Released Parties harmless provided for herein shall also include any claim for damage suffered by City or any other utility, whether publicly or privately owned or operated. In addition, Licensee waives all claims of any kind or nature whatsoever against the Released Parties for damages that Licensee may suffer by reason of the installation, construction, reconstruction, operation and/or maintenance of any public improvement or utility,

whether presently in place or that may in the future be constructed or installed, including but not limited to: any water and/or sewer mains, lines, pipes, or other facilities or structures; storm water structures, pipes, or other facilities; and electric lines, conduit, or other facilities or structures. Said release includes any damage due to failure of any such utility or installation, natural causes, or from any other cause of whatsoever kind or nature.

(e) Intent and Effect. It is the intent and effect of the provisions contained in this section, and a condition in consideration for granting of this License, that Licensee's release and indemnification shall be and include a full and total release and indemnification of the Released Parties against any kind or nature of claim whatsoever that is or may be asserted by reason of or as a consequence of the City having granted permission to Licensee to occupy, use, and maintain the Premises. The provisions of this section are provided as additional consideration and inducement for grant of the License hereunder and the License would not have been granted by the City absent the giving of such additional consideration by Licensee. Licensee's release and indemnification obligations shall survive the termination of the License for any matter arising or claim accruing prior to the effective date of the termination or the date Licensee no longer occupies, uses, or maintains the Premises, whichever is later. Nothing in this License shall be construed as a waiver of sovereign immunity by the City whether by contract or under any law or regulation.

22. INSURANCE: Licensee shall, at all times during the term of this License and until such time that Licensee no longer occupies or uses the Premises and the City has approved and accepted the restored Premises, procure and maintain insurance coverage, at Licensee's sole cost and expense, in such amounts and types of insurance which shall conform to the following minimum requirements:

(a) Workers' Compensation (for Licensee and its employees, to extent required by state law).

\$500,000 each accident
\$500,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit

Workers' Compensation insurance must meet mandatory statutory limits for employers with three or more employees.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

(b) Commercial General Liability. Coverage shall be in a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office ("ISO") and with coverage limits of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Marine operator and pollution liability coverage shall be included or provided by separate policy.

(c) Policy Endorsements. Licensee's policies of insurance for commercial general liability, marine operator, and pollution liability coverage shall be written to include or be endorsed to include the "City of Vero Beach" as an additional insured before any operations or use of the Premises are commenced. Licensee shall cause the additional insured endorsement(s), containing language no less restrictive than ISO Form CG 20 10 07 04 13 or ISO Form CG 20 33 07 04 13 and acceptable to the City, to be provided to the City before and as a condition of granting of this License. Such policies shall also be endorsed to provide for: (i) the carrier's waiver of subrogation in favor of the City; (ii) a minimum of thirty days prior notice to the City of expiration or cancellation and/or restriction of coverage, and; (iii) ten (10) days prior notice to the City before cancellation for non-payment. If an insurance policy or coverage expires prior to the termination of this License, a renewal endorsement(s) shall be furnished thirty (30) days prior to the date of such expiration.

(d) Certificates of Insurance. Licensee shall cause a certificate(s) of insurance to be provided to the City for all applicable required insurance coverage. Certificates shall state the types of coverage provided, limits of liability, and expiration dates, and shall be provided to the City before and as a condition of approval of this License. If an

insurance policy expires prior to the termination of this License, renewal certificates shall be furnished thirty (30) days prior to the date of such expiration.

(e) Licensee Insurance Primary. Licensee's insurance in all instances shall be primary. Any insurance that may be maintained by the City shall be in excess of and shall not contribute with Licensee's insurance.

(f) Insurance Approval. All insurance documents submitted to the City are subject to City approval for adequacy and protection. All coverage shall be provided by insurance companies authorized to do business in the state of Florida and otherwise satisfactory to the City.

(g) Modification of Insurance Requirements. Recognizing the continuing nature of this License, the City shall have the right to periodically review the adequacy of the required insurance, its form and type, and the amount of coverage and, notwithstanding any other term or condition of this License, unilaterally modify the insurance requirements of this section by written notice of such amendment to Licensee. Such modifications shall be as found reasonably necessary in the sole discretion of the City. Factors which may be considered by the City include, but are not limited to, changes in generally accepted insurance industry standards and practices, changes in use of the Premises, changes in risk exposure, measurable changes in local and national economic indicators, and changes in City policies and procedures.

(h) Failure to Maintain Insurance. The responsibility and obligation to provide and maintain insurance in the forms, type, and minimum coverage required herein and to maintain proper City additional insured policy endorsements and certificates of insurance is solely Licensee's, which responsibility and obligation continues during the entire Term and until such time as Licensee no longer occupies the Premises, whichever date is later. Failure of Licensee to provide and maintain all insurance coverage as and in the manner required herein will be deemed detrimental to the public interest, an increased and unnecessary risk to the public and the City's taxpayers, and a material breach of this License which can result in immediate termination and in Licensee being liable for the full amount of all claims and losses incurred by the City due to Licensee's failure to maintain insurance or the policy endorsements.

23. COMPLIANCE WITH TERMS AND CONDITIONS: Licensee binds itself, its members, successors, and assigns to abide by the terms and conditions herein set forth, and said terms and conditions shall be deemed covenants of Licensee and Licensee's members, successors, and assigns.

24. ENFORCEMENT OF PROVISIONS; WAIVER: Any term or condition of this License may be waived by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this License, in any one or more instances, shall not invalidate this License, nor shall such waiver be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this License. Except as otherwise provided herein, the failure of a party to assert any of its rights under this License or otherwise shall not constitute a waiver of such rights. A waiver by a party shall not invalidate this License, nor shall such waiver be construed as a waiver of any other covenant, condition, representation, or warranty. A waiver by a party of the time for performing any act shall not constitute a waiver of time for performing any other act or the time for performing an identical act required to be performed at a later time.

25. TERMINATION OR SUSPENSION OF LICENSE: Either party may terminate this License with or without cause with sixty (60) days notice to the other party. However, the City may dispense with or reduce the aforesaid notice period should the City determine that Licensee is in breach of or otherwise has failed to comply with any term or condition of this License or the public interest or safety requires more immediate termination. In addition, the City's city manager is authorized to suspend Licensee's permission to use the Premises whenever he has determined that Licensee has violated or is otherwise not in full compliance with any term or condition of this

License, any law or regulation, or that public or City interest requires such action. Such suspension shall remain in effect until the violation is corrected and compliance is confirmed by the City. However, suspension of this License shall not be a prerequisite to its termination.

26. PERMISSION GRANTED: Upon termination of this License all permission granted hereunder shall cease and terminate and possession of all of the Premises shall revert to the City.

27. REMOVAL OF STRUCTURES ON TERMINATION: Except as otherwise agreed in writing by the parties, upon termination of the License Licensee shall, at Licensee's expense, vacate the Premises and remove all improvements, structures, and equipment occupying or erected thereon or therein, or otherwise cause and enforce such action. The obligation to remove all structures authorized herein upon termination of this License shall constitute an affirmative covenant upon the Licensee's owner member interests in the upland property adjacent to the Premises, which covenant shall run with the title to such interests in said upland property and shall be binding upon Licensee and Licensee's and owner members', successors in title or successors in interest. If Licensee does not remove or cause removal of said structures and equipment occupying and erected upon the Premises after termination of this License, such structures and equipment will be deemed forfeited to the City, and the City may authorize removal and may sell or otherwise dispose of such forfeited structures and equipment after twenty (20) days written notice by certified mail addressed to Licensee at the address specified in this License or at such address on record as provided to the City by Licensee. However, such remedy shall be in addition to all other remedies available to the City under applicable laws, rules, and regulations, including but not limited to the right to compel removal of all structures, improvements, and equipment and the right to impose all actual and administrative costs for such removal and disposal. The obligations of Licensee under this section shall survive termination of this License.

28. REMOVAL COSTS; LIEN ON UPLAND PROPERTY: Any costs incurred by the City in removal of any structures, improvements, or equipment constructed or maintained on the Premises or City lands shall be reimbursed to the City by Licensee and any unpaid costs and expenses shall constitute a lien upon the Licensee and owner member interests in the upland property adjacent to the Premises. This lien shall be deemed a special assessment for a City expenditure specially benefiting the upland property and shall be imposed and enforced as provided by law.

29. CITY AGENT: Except as otherwise provided herein, the City's city manager shall be the City's agent and shall have the authority to administer this License on behalf of the City, including but not limited to the authority to: provide notices to Licensee; enforce, suspend, or terminate this License; and exercise any right of the City hereunder on its behalf.

30. NOTICES: Any notice required to be given pursuant to this License shall be in writing and shall be sufficient if: delivered personally; by courier such as FedEx, UPS, or Priority Mail; by United States First Class registered or certified mail, return receipt requested; or sent by United States First Class Mail evidenced by a certificate of mailing. Such notices shall be provided to the respective party at their address set forth above. Any notice the delivery of which is refused by the recipient shall be deemed given as of the date it is mailed or sent. Licensee shall notify the City of any change to Licensee's address at least ten (10) days before the change is effective.

31. LICENSEE ORGANIZATION: If Licensee is an entity or includes an entity other than a natural person, Licensee's status as a legal entity shall continuously be in good standing, active, and current with the state of its incorporation and registration and with the State of Florida, and Licensee shall keep its status active and current throughout the Term. Licensee shall keep the City apprised of its designated officers, directors, partners, managers, and other officials.

32. NO JOINT VENTURE OR AGENCY: Nothing in this License or any exhibit or attachment hereto creates or is intended to create an association, trust, partnership, joint venture, or other entity or similar legal relationship among or between the parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or

with respect to the parties. Neither party is nor shall be deemed the agent or representative of the other party in any instance whatsoever.

33. THIRD-PARTY BENEFICIARIES: The terms and provisions of this License are intended solely for the benefit of the parties and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity other than Licensee owner members.

34. ENTIRE AGREEMENT; CAPTIONS: This License and its exhibits and attachments set forth all the promises, agreements, conditions, and understandings, either oral or written, between the parties. The captions, paragraphs, sections, or letters appearing in this License are inserted only as a matter of convenience and in no way affect, define, limit, expand, construe, or describe the scope or intent of the sections and paragraphs hereof.

35. AMENDMENTS: Except to the extent otherwise provided herein, no subsequent alteration, amendment, change, or addition to this License or any exhibit or attachment hereto shall be binding on the City or Licensee unless in writing and signed by them and made a part of this License. Any and all amendments to this License and any exhibit or attachment hereto shall require approval of City's city council and must comply with all ordinances, rules, regulations, and statutes in existence at the time of the execution of the modification or amendment.

36. SEVERABILITY: If any provision of this License is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this License will not be materially and adversely affected thereby, such provision shall be fully severable; this License will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; the remaining provisions of this License will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision; the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this License a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as possible.

37. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: This License shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance, and remedies. Venue for resolution of any dispute arising from or under this License or its performance shall be in Indian River County, Florida and all actions and proceedings arising from or under this License or Licensee's occupation, use, maintenance, or restoration of the Premises or otherwise related to the subject matter of this License shall be in the court of the State of Florida in Indian River County, Florida, which court shall have exclusive jurisdiction for such purpose. Each of the parties hereto irrevocably waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this License or Licensee's occupancy, use, maintenance, or restoration of the Premises or otherwise related to the subject matter of this License. This provision is a material inducement for the parties hereto to enter into this License, and shall survive the termination of this License.

38. ATTORNEYS' FEES: In the event there arises between the parties any dispute or litigation, each party shall be responsible for its own attorneys' fees, experts' fees, and costs. However, should any claim or litigation against the City arise as to liability for any injury, death, or property damage due to the condition of the Premises or Licensee's occupancy, use, operation, maintenance, or restoration of the Premises or Licensee's activities, Licensee shall be responsible for and reimburse the City for the cost of City's defense, including but not limited to attorneys' fees, experts' fees, and costs.

39. RECORDING. This License will be recorded in the public records of Indian River County, Florida, which recording shall be at Licensee's expense. Licensee shall promptly reimburse City for the cost of recording and any administrative fees to cover such expense. If this License is granted in replacement of a previously recorded license, the Licensee granted this replacement or new License shall also be responsible for and reimburse the City for the costs of recording a termination of such previously recorded license.

IN WITNESS WHEREOF, the parties have executed this License as of the dates entered below and the respective signatories of the parties whose signatures appear below hereby warrant and represent that they have been and are on the date of execution of this License duly authorized to execute this License and bind their respective party.

ATTEST:

LICENSEE:

TARPON ISLAND CLUB DOCK OWNERS' ASSOCIATION, INC.

Donald Anderson
Secretary

By: _____
Paul Fuller
President

[Seal]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing License Agreement for Use of City Real Property was acknowledged before me this _____ day of _____ 2016 by **Paul Fuller**, as President, and **Donald Anderson**, as Secretary, of Tarpon Island Club Dock Owners' Association, Inc. ("Licensee"). They _____ are personally known to me.

NOTARY PUBLIC
Print Name:
Commission No.:
My Commission Expires:

ATTEST:

CITY OF VERO BEACH, FLORIDA

Tammy K. Vock
City Clerk

By: _____
Jay Kramer
Mayor

[Seal]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing License Agreement for Use of City Real Property was acknowledged before me this _____ day of _____ 2016 by **Jay Kramer**, as Mayor, and attested by **Tammy K. Vock**, as City Clerk, of the City of Vero Beach, Florida. They are both known to me.

NOTARY PUBLIC

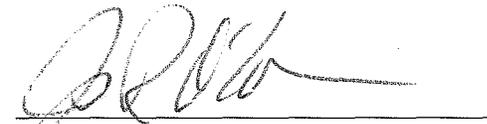
Print name:
Commission No.
My Commission Expires:

Approved as to form and
legal sufficiency:

Approved as conforming to
municipal policy:



Wayne R. Coment
City Attorney

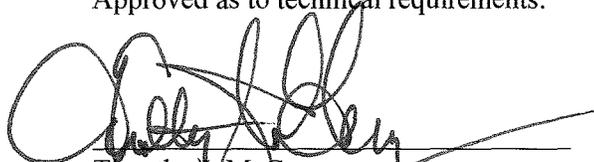


James R. O'Connor
City Manager

Approved as to technical requirements:

Approved as to technical requirements:

Monte K. Falls
Public Works Director



Timothy J. McGarry
Planning & Development Director

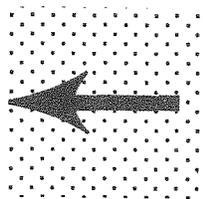
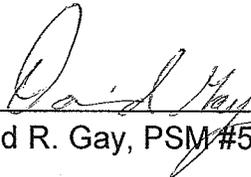


EXHIBIT "A"
PROPERTY DESCRIPTION
LICENSE TO USE CITY PROPERTY #2016-LA-0264
CITY OWNED SUBMERGED LANDS
TARPON ISLAND CLUB DOCK OWNERS ASSOCIATION, INC.

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being part of North Duda Isles as recorded in Plat Book 7, Page 68 of the Public Records of Indian River County, Florida and being adjacent to Tarpon Island Club Condominium No. 1, described in Book 664, page 521, Declaration of Condominium, Tarpon Island Club I, recorded in Official Record Book 664, Pages 426-527, of the Public Records of Indian River County, Florida, and being more particularly bounded and described as follows:

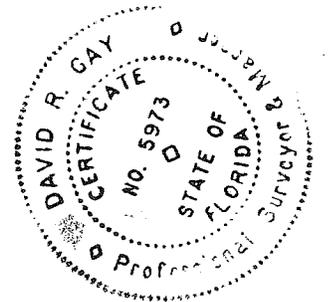
The east 30 feet of the 100 foot wide North Duda Isles Canal lying adjacent to Tarpon Island Club, Condominium No. 1;

Said license area containing 17,670 square feet more or less.



David R. Gay, PSM #5973

S:\Property Descriptions\2016\2015-LA-0264_Tarpon Island Club Dock_Feb 02 2016.doc



TIDEWATER CONDOMINIUM
 TARPON ISLAND CLUB II,
 FUTURE DEVELOPMENT LAND
 OR BOOK 664, PAGES 522
 (NOT INCLUDED)

SCALE 1" = 100'

TARPON LANE

589'±
 100'± WIDE CANAL
 AREA OF DOCK AND DOCKING FACILITIES

SUBJECT LICENSE AREA
 (DOCK AND FACILITIES)
 TO : TARPON ISLAND CLUB
 OWNERS ASSOCIATION, INC.

TARPON ISLAND CLUB
 OR BOOK 664, PAGES 426-527

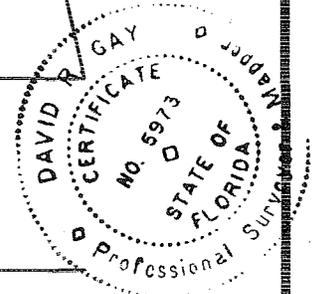
CONDOMINIUM No. 1
 OR BOOK 664, PAGES 521

INDIAN RIVER

100'
 30'

100' WIDE CANAL

100'



NOTE: CANALS WERE DEDICATED TO THE PUBLIC VIA THE
 PLAT OF NORTH DUDA ISLES , PLAT BOOK 7, PAGE 68

David R. Gay 2/2/16
 DAVID GAY, PSM #5973

DATE

SHEET 2 OF 2

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS SURVEY & ENGINEERING DIVISION	SKETCH OF PROPERTY DESCRIPTION LICENSE TO USE CITY PROPERTY NORTH DUDA ISLES CANAL	EXHIBIT "A"		REV. NO.	AUTHRZD.BY
		CITY PROJECT NO. 2016-LA-264	DRWN BY	DATE	
		DATE 02/2016	DRWN BY DG	CHKD BY MKF	DESCRIPTION



Detail by Entity Name

Florida Not For Profit Corporation

TARPON ISLAND CLUB DOCK OWNERS' ASSOCIATION, INC

Filing Information

Document Number 768063
FEI/EIN Number 59-2366219
Date Filed 04/20/1983
State FL
Status ACTIVE

Principal Address

TARPON LANE
VERO BEACH, FL 32960

Changed: 04/03/2014

Mailing Address

ELLIOTT MERRILL MGMT
835 20TH PL
VERO BEACH, FL 32960

Changed: 04/22/2003

Registered Agent Name & Address

ELLIOTT MERRILL COMMUNITY MANAGEMENT
ELLIOTT MERRILL COMMUNITY MGMT.
835 20TH PLACE
VERO BEACH, FL 32960

Name Changed: 04/03/2014

Address Changed: 04/22/2003

Officer/Director Detail

Name & Address

Title Secretary, Treasurer

ANDERSON, DONALD
1840 TARPON LANE D 104
VERO BEACH, FL 32960

Title VP, SECRETARY

PATTERSON, STEVE
1825 TARPON LANE #H303
VERO BEACH, FL 32960

Title President

FULLER, PAUL
1845 TARPON LANE #G206
VERO BEACH, FL 32960

Title Director

SKEET, DOUGLAS
1820 TARPON LANE #E102
VERO BEACH, FL 32960

Title DIRECTOR

FULLER, DANIEL
1845 TARPON LANE #G101
VERO BEACH, FL 32960

Annual Reports

Report Year	Filed Date
2013	04/02/2013
2014	04/03/2014
2015	04/23/2015

Document Images

04/23/2015 -- ANNUAL REPORT	View image in PDF format
04/03/2014 -- ANNUAL REPORT	View image in PDF format
04/02/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
04/08/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- ANNUAL REPORT	View image in PDF format
04/23/2007 -- ANNUAL REPORT	View image in PDF format
04/10/2006 -- ANNUAL REPORT	View image in PDF format
04/04/2005 -- ANNUAL REPORT	View image in PDF format
04/05/2004 -- ANNUAL REPORT	View image in PDF format
04/22/2003 -- ANNUAL REPORT	View image in PDF format
04/23/2002 -- ANNUAL REPORT	View image in PDF format
04/27/2001 -- ANNUAL REPORT	View image in PDF format

CERTIFICATE OF RECORD OF DEEDS COUNTY
 STATE OF FLORIDA
 COUNTY OF INDIAN RIVER

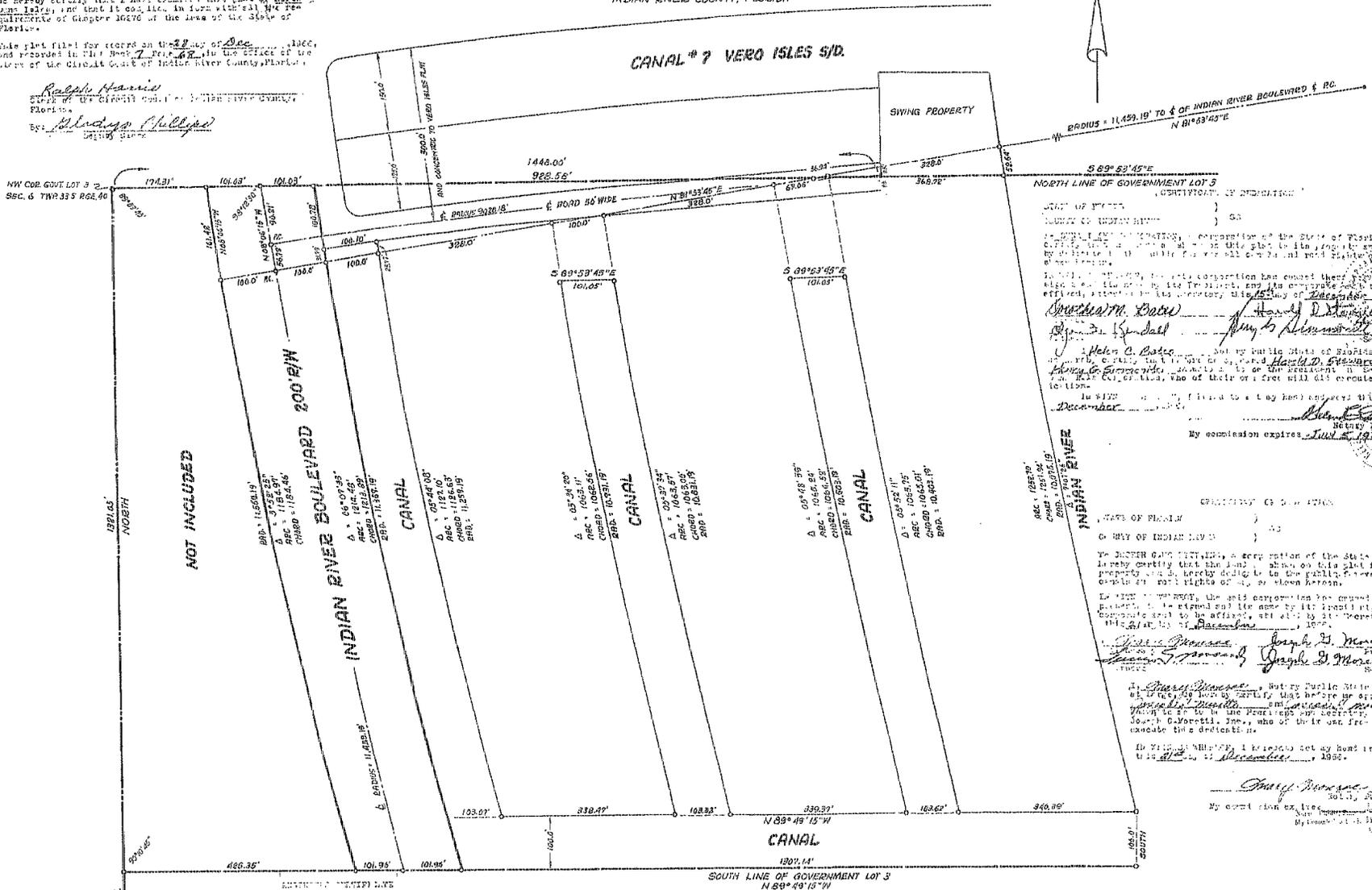
NORTH DUNA ISLES
 BEING A SUBDIVISION OF ALL OF GOVERNMENT LOT 3
 SECTION 6 - TOWNSHIP 33S - RANGE 40E
 INDIAN RIVER COUNTY, FLORIDA

FLAT BK 7 PG 68
 DKT# 54317

I, Clerk of the Circuit Court of Indian River County, Florida, do hereby certify that I have examined this plat of North Duna Isles, and find it conforming in form with the provisions of Chapter 36276 of the laws of the State of Florida.

This plat filed for record on the 22nd day of Dec., 1966, and recorded in Flat Book 7, Page 68, in the office of the Clerk of the Circuit Court of Indian River County, Florida.

Ralph Harris
 Clerk of the Circuit Court of Indian River County, Florida
 By: *Sheldon Phillips*
 Deputy Clerk



NW COR. GOVT. LOT 3
 SEC. 6 TWP. 33S RGE. 40E

NORTH LINE OF GOVERNMENT LOT 3
 IDENTIFICATION BY INDICATION

STATE OF FLORIDA
 COUNTY OF INDIAN RIVER

I, Clerk of the Circuit Court of the State of Florida, hereby certify that I have examined this plat in its entirety and find it conforming in form with the provisions of Chapter 36276 of the laws of the State of Florida. The said corporation has caused these plat to be signed and its name by its President, and its corporate seal to be affixed, attested by its Secretary, this 22nd day of December, 1966.

Joseph J. Moratti, Jr.
 President
Joseph J. Moratti, Jr.
 Secretary

Helen C. Bates
 Notary Public State of Florida at Indian River, Florida, do hereby certify that I have examined this plat and find it conforming in form with the provisions of Chapter 36276 of the laws of the State of Florida. The said corporation has caused these plat to be signed and its name by its President, and its corporate seal to be affixed, attested by its Secretary, this 22nd day of December, 1966.

Joseph J. Moratti, Jr.
 Notary Public

My commission expires July 5, 1968

1961.63
 NORTH

NOT INCLUDED

INDIAN RIVER BOULEVARD 200 FT W

CANAL

CANAL

CANAL

INDIAN RIVER

CANAL

SOUTH LINE OF GOVERNMENT LOT 3
 N 89° 49' 15" W

In witness whereof, I have set my hand and seal this 22nd day of December, 1966.

Sheldon Phillips
 Deputy Clerk

CERTIFICATE OF APPROVAL

This plat of NORTH DUNA ISLES is hereby approved by the City Council of Vero Beach, Florida, this 22nd day of December, 1966.

Planning and Zoning Commission File No. 115

Mary W. Jones
 City Engineer

CERTIFICATE OF APPROVAL

This plat of NORTH DUNA ISLES is hereby approved by *J. C. Jennings*, the recorded plat, this 22nd day of December, 1966.

J. C. Jennings
 Notary Public

NORTH DUNA ISLE
 VERO BEACH - INDIAN RIVER COUNTY - FLA.

MADE 22nd of December, 1966.

J. C. Jennings
 Notary Public

My commission expires July 5, 1968

MAY 3rd 1966.

Note: This approval does not constitute responsibility for building.

Data For Parcel 33400600007000700206.0

Base Data

Parcel: 33400600007000700206.0
Owner: FULLER, PAUL G & REGINA S
Site Address: 1845 TARPON LN G206, VERO BEACH, FL 32960



[+] Map this property.

Mailing Address

Address: 117 DIXON DR
Address Line 2:
City, State Zip: ROME, NY 13440

Property Information

Tax Code: 8 (City of Vero Beach)
Property Use: 0400 - RESIDENTIAL CONDOMINIUM
Neighborhood: 010058.00 - VERO ISLES/MCKEPT/TARPON
Appraisal Date: 3/31/2014

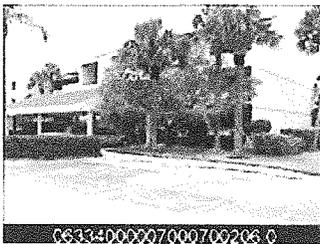
Legal Description -- [Click here for full legal description](#)

TARPON ISLAND CLUB CONDO I
BLDG G UNIT 206
OR BK 664 PG 426

Secondary Owners

No additional owners found.

Photos



[+] Click to enlarge.

Notes

Notes:

[Report Discrepancy](#)

After Recording Return to:
Cindy Silverstein
Stewart Title Company
333 17th Street, Suite F
Vero Beach, FL 32960

This Instrument Prepared by:
Cindy Silverstein
Stewart Title Company
333 17th Street, Suite F
Vero Beach, FL 32960
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
33-40-06-00007-0007-00208/0
File No.: 01206-6030

Rec: 27.00
D-S: 1400.00

WARRANTY DEED

This Warranty Deed, Made the 19th day of April, 2013, by Angelo J Sanchez and Bonnie H Sanchez, whose marital status is married, whose post office address is: P.O. Box 1857, Vero Beach, FL 32961, hereinafter called the "Grantor", to Paul G. Fuller and Regina S. Fuller, Husband and wife, whose post office address is: 117 Dixon Drive, Rome, NY 13440, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of **Ten Dollars and No Cents (\$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 Indian River County, Florida, to wit:

Unit G-206, Tarpon Island Club I, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 664, Page 426, together with all amendments thereto, Public Records of Indian River County, Florida.

Together with an undivided interest in the common elements appurtenant thereto, together with the exclusive right of use of covered Parking Space No. G-206 as a limited common element. Certificate of approval and Approval for Dock Ownership attached hereto and made a part thereof.

The property is the homestead of the Grantor(s).

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 2012, reservations, restrictions and easements of record, if any.

(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: Cindy Silverstein Angelo J. Sanchez
Printed Name: Cindy Silverstein Angelo J. Sanchez

Witness Signature: Betsy Barberio Bonnie H. Sanchez
Printed Name: Betsy Barberio Bonnie H. Sanchez

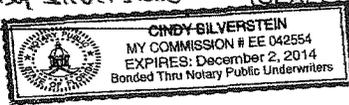
Witness Signature: _____
Printed Name: _____

Witness Signature: _____
Printed Name: _____

State of Florida
County of Indian River

The foregoing instrument was acknowledged before me this 19 day of April, 2013 by Angelo J Sanchez and Bonnie H Sanchez, who is/are personally known to me or has/have produced drivers license(s) as identification.

Cindy Silverstein My Commission Expires: _____
Notary Public Signature Cindy Silverstein (SEAL)
Printed Name: _____



TARPON ISLAND CLUB CONDOMINIUM ASSOCIATION, INC.
1845 Tarpon Lane, Vero Beach, FL 32960
CERTIFICATE OF APPROVAL TO PURCHASE

In Reference To:

Condominium G-206 Tarpon Island Club I, a condominium, according to the Declaration of Condominium dated and recorded on the 27th day of May, 1983, in the Official Records Book 0664, at Page 0426. of the Public Records of Indian River County, Florida.

At the request of the owner of record of said unit, the undersigned officer of Tarpon Island Club Condominium Association, Inc., operating the above described condominium, hereby certifies:

That: Paul G. and Regina S. Fuller as Purchaser(s), has (have) been duly approved by the undersigned Association, pursuant to the provisions of the above described Declaration of Condominium.

Dated this 26th day of March, 2013.

TARPON ISLAND CLUB CONDOMINIUM ASSOCIATION, INC.

BY: [Signature]
OFFICER OF THE BOARD OF DIRECTORS

(Seal)

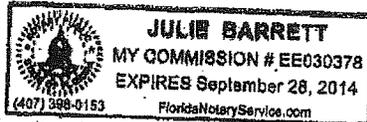
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Donald Anderson and that officer acknowledged executing the foregoing Certificate of Approval freely and voluntarily under authority vested in him/her by the corporation and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal this 26th day of March, 2013.

[Signature]
NOTARY PUBLIC

My commission expires:



APPROVAL FOR DOCK OWNERSHIP

At the request of the owner of record of **Dock #17** the undersigned officer of Tarpon Island Club Dock Association operating the above described Association, hereby certifies:

That **Paul G. & Regina S. Fuller** as Purchaser(s), has (have) been duly approved by the undersigned Association, pursuant to the provisions of the Associations Articles of Incorporation and By-Laws.

Dated this 15th day of March, 2013

TARPON ISLAND CLUB DOCK OWNERS ASSOCIATION, INC.

BY: Norma J. Stanton, President
OFFICER OF THE BOARD OF DIRECTORS

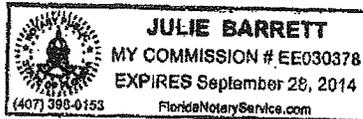
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Norma J. Stanton and that officer acknowledged executing the foregoing Certificate of Approval freely and voluntarily under authority vested in him/her by the corporation and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal this 15th day of March, 2013

Julie Barrett
NOTARY PUBLIC

My commission expires:



2
Rec 40960

349867

DECLARATION OF CONDOMINIUM
TARPON ISLAND CLUB I, A CONDOMINIUM

I
SUBMISSION STATEMENT

FILED
3008 AND 3009
RECORDED
1983 MAY 27 10:30 AM '83
REC'D

The undersigned, being the owner of record of the fee simple title to the real property situate, lying and being in Indian River County, Florida, as more particularly described and set forth as the Condominium Property in the survey exhibits attached hereto as Exhibit A, which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained and not personally owned by unit owners), hereby states and declares that said realty, together with all improvements thereon, is submitted to condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718, Et. Seq. 1981, and the provisions of said Act are hereby incorporated by reference and included herein, and does herewith file for record this Declaration of Condominium.

Definitions - As used in this Declaration of Condominium and the Exhibits attached hereto and the By-Laws of TARPON ISLAND CLUB CONDOMINIUM ASSOCIATION, INC., and all amendments thereof, the following definitions shall prevail:

A. Apartment Building or Condominium Building means each structure containing units constructed on the condominium property.

B. Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the unit owner.

C. Association means that incorporated Association whose name appears at the end of this Declaration as a nonprofit corporation organized under the laws of the State of Florida, being the entity responsible for the operation of the Condominium.

D. By-Laws means the By-Laws of the Association, as they exist from time to time.

E. Common Elements means the portions of the condominium property not included in the units. As used in this Declaration, it shall mean both Common Elements and limited Common Elements unless the context otherwise requires.

F. Common Expenses means the expenses for which the unit owners are liable to the Association.

G. Common Surplus means the excess of all receipts of the Association, from this condominium including but not limited to assessments, rents, profits and revenues on account of the Common Expenses of this condominium, over the amount of Common Expenses of this condominium.

H. Complex means this condominium and/or separate condominiums and/or rental type structures and improvements and recreational lands which Developer has elected to construct or may elect to construct upon the land described in Article IV hereof.

I. Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the Common Elements.

J. Condominium Act means and refers to the Condominium Act of the State of Florida as same exists on the date of recording of this Declaration. (F.S. 718 Et. Seq. 1981)

K. Condominium Documents means this Declaration, all Exhibits annexed hereto, the Articles of Incorporation, and the By-Laws, all as may be amended from time to time.

Return: Just Harry

426
499
0000

TARPON ISLAND CLUB
PROPERTY DESCRIPTION
CONDOMINIUM NO. 1

1. Beginning on the Northwest corner of Government Lot 3, Section 6, Township 33 South, Range 40 East, run N 89° 52' 10" E, on the North line of said Government Lot 3, a distance of 1449.40 feet to an intersection with the centerline of Tarpon Drive as shown on a plat of the Mid-Bridge Subdivision, filed in Plat Book 9, page 99, public records of Indian River County, Florida;
2. thence, continue N 89° 52' 10" E, 38.63 feet on said centerline of Tarpon Drive;
3. thence, S 12° 16' 00" E, 740.77 feet to the True Point of Beginning;
4. thence, N 12° 16' 00" W, a distance of 98.00 feet;
5. thence, S 77° 44' 00" W, 161.56 feet to the East boundary of a 100 foot wide North-South canal as shown on a plat of North Duna Isles filed in Plat Book 7, page 68, public records of Indian River County, Florida;
6. thence, on the East boundary of said canal, run Southerly to a point on the North boundary of an East-West canal, a distance of 586.49 feet on the arc of a 10,403.19 foot radius curve concave East, with a central angle of 3° 13' 48", the chord bears S 14° 06' 46" E, 586.41 feet (said point lies 100 feet North of the South line of Government Lot 3 as measured perpendicularly thereto);
7. thence, on the North boundary of said East-West canal (also shown on said plat of North Duna Isles) run S 89° 45' 10" E, a distance of 325 feet, more or less, to the West bank of the Indian River (Mean High Water Line);
8. thence, meander said West bank of the Indian River on the mean high water line approximately 559 feet to a point which bears N 77° 44' 00" E, 159.00 feet more or less from the True Point of Beginning;
9. thence, run S 77° 44' 00" W, 159.00 feet more or less to the True Point of Beginning.
10. Said land containing 4.20 Acres, more or less.

-----PREPARED BY LLOYD & ASSOCIATES, INC.-----

320604 PAGE 0521
BOOK

Exhibit "B"

and same are further granted unto the Developer's designees. All easements of an "access" type as hereinbefore provided as designated in Exhibit A attached hereto, which connect with other access easements shall be a part of the overall access easement hereinbefore provided as originally set forth herein. It is understood and agreed that the condominium property may or may not be abutting, contiguous or adjacent to a public street, road or right-of-way.

S. The Developer and its designees shall have the right in their individual sole discretion at such time as they desire, to enter on, over and across the Condominium Property and the further right to use such portion of the Condominium Property for construction purposes, pursuant to this Declaration and for repair, replacement and maintenance as to the Condominium where the Association fails to do so. The association has the duty and obligation to maintain all paved areas and landscaping on property owned by it or within the Condominium in first-class condition, and, should said Association fail to do so, the Developer shall give the Association written notice detailing the same and cause said notice to be delivered as required in this Declaration, and in the event the Association does not cause the necessary steps to be taken and completed within thirty (30) days after the date said notice is delivered to it, the Developer shall have the right to enter upon the condominium and other property owned by Association and cause said maintenance, replacement, and/or repair to be made, and said Developer shall have a lien upon the condominium property including each condominium unit, for the cost thereof including interest and court costs and a reasonable attorneys fee incurred by it in collecting the funds expended by it either in or out of court. The aforesaid lien may be foreclosed in the same manner as mortgages or statutory liens are foreclosed in the State of Florida. Where the Association fails to maintain, replace and repair as hereinbefore provided and an emergency situation exists, the Developer may immediately enter upon the condominium property and cause said repair, maintenance or replacement to be made forthwith, and said party shall have a lien upon the condominium property and the condominium units contained therein in the same manner and in the amount as hereinbefore provided, which shall also be enforceable as hereinbefore provided. An easement is hereby granted over, through, across and beneath all Common Elements of the Condominium Property for drainage purposes and for the construction, placement and maintenance of utilities, including, but not limited to, electrical, sewer, water, telephone and television service.

T. Developer may construct private docks along the canal abutting the Condominium Property and the Association Property. The construction of such private docks is contingent upon sufficient sales of the private dock spaces to make construction thereof economically feasible. If Developer does not secure sufficient sales, the private docks will not be constructed.

The private dock spaces, if constructed, will be conveyed by Bill of Sale to Unit Owners within this condominium or Owners of Units on Contiguous Condominium Property, and will be maintained solely by a separate association to be comprised of the dock space owners. All dock space owners shall be mandatory members of said separate association.

Developer hereby expressly reserves the right to construct and sell such private docks along the canal as hereinbefore described, and expressly reserves the right to enter upon the Condominium Property and the Association property for the purpose of constructing such private docks. Declarant further reserves the right to grant an easement on, across and over the Condominium Property, Contiguous Condominium Property and the Association Property, to all private dock space owners for purposes of access to the private docks and for purposes of maintenance by the aforementioned association of private dock owners.

BOOK 664 PAGE 0449