



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

November 30, 2020

SHM Pineland, LLC
Attn: Ms. Patti Keller
14875 Preston Road, Suite 975
Dallas, TX 75254

Instrument No. 360353355
Lessee: SHM Pineland, LLC

Dear Ms. Keller,

Enclosed is a fully executed original Lease Agreement for your records. The original Lease Agreement, at your discretion, may be recorded in the official records of the county where the site is located.

If the billing agent, phone number, or fax number change, or there is a change in tax status, please notify the BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION in writing within 30 days of the date of any change.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at (850) 245-2758 or Kathy.Griffin@dep.state.fl.us.

Sincerely,

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

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

/kcg

cc: File

This Instrument Prepared By:
Celeda Wallace
Action No. 42896
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 MODIFICATION
TO REFLECT CHANGE IN UPLAND OWNERSHIP AND CURRENT SURVEY

BOT FILE NO. 360353355

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

SHM Pineland, LLC, a Delaware limited liability company, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 05,
Township 45 South, Range 21 East, in Safety Harbor,
Lee County, Florida, containing 4,655 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated September 24, 2017.

TO HAVE THE USE OF the hereinabove described premises from July 23, 2020, the effective date of this lease modification, through February 20, 2023, the expiration date of this lease modification. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 6-slip commercial docking facility (1 tour vessel and 5 rental slips) to be used exclusively for the mooring of commercial vessels and a ferry in conjunction with an upland marina, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 0206808-002-EI, dated February 20, 2018, 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 initial annual lease fee of \$850.47, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

SHM Pineland, LLC
14875 Preston Road, Suite 975
Dallas, TX 75254

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

[Remainder of page intentionally left blank; Signature page follows]

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

WITNESSES:

Michele Stevens
Original Signature

Michele Stevens
Print/Type Name of Witness

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

BY: [Signature] (SEAL)

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 30th day of November 2020 by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

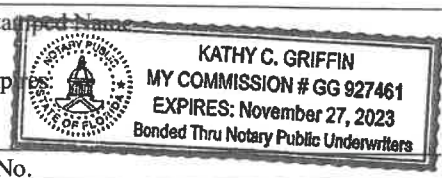
[Signature] 11/19/2020
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.



WITNESSES:

Marshall Leonard
Original Signature

MARSHALL LEONARD
Typed/Printed Name of Witness

Kishan Desai
Original Signature

KISHAN DESAI
Typed/Printed Name of Witness

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23rd day of NOVEMBER, 2020, by Baxter Underwood, who is the CEO of Safe Harbor Marinas, LLC, a Delaware limited liability company, on behalf of the limited liability company, which is the Member of SHM Pineland, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced as identification.

My Commission Expires:

12-30-2021

Commission/Serial No. 12516379-4

SHM Pineland, LLC,
a Delaware limited liability company (SEAL)

Safe Harbor Marinas, LLC,
BY: a Delaware limited liability company
its Member

BY: [Signature]
Original Signature of Executing Authority

Baxter Underwood
Typed/Printed Name of Executing Authority

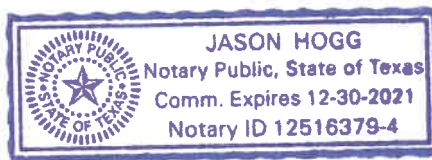
CEO
Title of Executing Authority

"LESSEE"

[Signature]
Signature of Notary Public

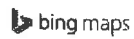
Notary Public, State of TEXAS

JASON HOGG
Printed, Typed or Stamped Name



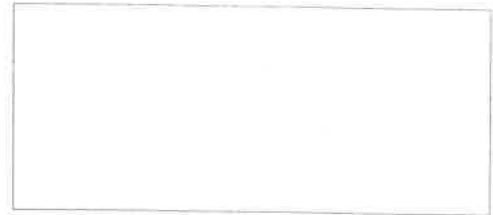
10/25/2020

Bing Maps - Directions, trip planning, traffic cameras & more



4400 Point House Trail, Captiva, FL 33924

Location: 26.602582, -82.21718



FIELD SURVEY OF:

**SUBMERGED LAND LEASE
LYING ADJACENT TO
LOT 6D, UNIT 7,
JOSE'S HIDEAWAY**

(UNRECORDED),
GOVERNMENT LOT 1

SECTION 4, TOWNSHIP 45 SOUTH, RANGE 21 EAST,
UPPER CAPTIVA ISLAND, LEE COUNTY, FLORIDA

RECEIVED
OCT 24 2017
D.E.P. South District

NOTE:

THE ELEVATION OF THE MEAN HIGH WATER AT THIS SITE IS 0.25' N.A.V.D. 1988 DATUM. THIS WAS BASED ON TIDE INTERPOLATION POINT 100200 ELEVATION PER LABINS AND EXTENDING ELEVATION TO SUBJECT PARCEL (FLORIDA DEP)

LENGTH OF MEAN HIGH WATER / SHORE LINE 163.5'±
APPROXIMATE MEAN HIGH WATER LOCATION METHOD:

"APPROXIMATE" MEAN HIGH WATER PROCEDURE AS SHOWN AND DEPICTED HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION AS SHOWN AT MEAN HIGH WATER INTERPOLATION POINT 100200 (MEAN HIGH WATER = 0.25' NAVD88), AND EXTENDING TO SUBJECT PARCEL. MEAN HIGH WATER, SEASONAL HIGH WATER AND CONTOUR 0.0' LOCATION DEPICTED ADJACENT TO SUBJECT PARCEL LOCATED BY ANGLE, DISTANCE AND VERTICAL MEASUREMENT BY TRIAL AND ERROR AND LOCATED BY STATION AND OFFSET FROM "WITNESS LINE" SHOWN HEREON.

SOURCE OF DATA: WWW.LABINS.ORG TIDAL EPOCH: 1983-2001

VERTICAL DATUM: TIDAL BM 5488F CLOSED LEVEL LOOP

HORIZONTAL DATUM STATE PLANE FLORIDA WEST NAD83

CLOSED FIELD TRAVERSE AND VERTICAL LEVEL LOOP.

COORDINATES SHOWN HEREON ARE STATE PLANE FLORIDA WEST ZONE (NAD 83) "ASSUMED."

LEGEND:

●	SET #4 IRON ROD (CAP LS #6515)
○	FOUND IRON ROD (I.R.)
□	CONCRETE MONUMENT (C.M.)
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
O.R.	OFFICIAL RECORDS BOOK
(S)	AS PER SURVEY
(M)	AS MEASURED
(P)	AS PER PLAT
(D)	AS PER DEED
(1)	CURVE NUMBER
L1	LINE NUMBER
R/W	RIGHT-OF-WAY
CL	CENTERLINE
R.W.B.	RECLAIM WATER BOX
W.M.	WATER METER
W.V.	WATER VALVE
F.H.	FIRE HYDRANT
O/H	OVERHEAD POWER
P.P.	POWER POLE
G.A.&W.	GUY ANCHOR & WIRE
E.B.	ELECTRIC BOX
C.T.B.	CABLE TELEVISION BOX
T.S.B.	TELEPHONE SERVICE BOX
N/D	NAIL & DISK
N/T.T.	NAIL & TINTAB
ELEV.	ELEVATION
B.M.	BENCHMARK
S	TYPICAL ELEVATION
A/C	AIR CONDITIONER
W.S.	WATER SYSTEM
P.E.	POOL EQUIPMENT
CONCRETE	CONCRETE

SURVEY NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE NORTH LINE OF GOV'T LOT 1 A BEING "ASSUMED" AS S.81°20'00"E.
2. FIELD NOTES IN TRANSFER FILE BIGGAR 201600029 SSL.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
7. THIS MAP/PLAT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
9. THIS SURVEY IS INTENDED TO BE VIEWED A LETTER SIZED, 40 SCALE DRAWING, UNLESS DEPICTED AS SHOWN OR "NOT TO SCALE".
10. SHEET 4 OF 4 IS THE FIELD LOCATION "AS BUILT" EXISTING CONDITION LOCATION SURVEY.

FLOOD ZONE: AE, VE ELEVATION: AE=11'; VE= 12'

COMMUNITY No.: 125124 PANEL No.: 0352

SUFFIX -- F REVISION DATE: 08/28/2008

MAP NUMBER: 12071C0352F

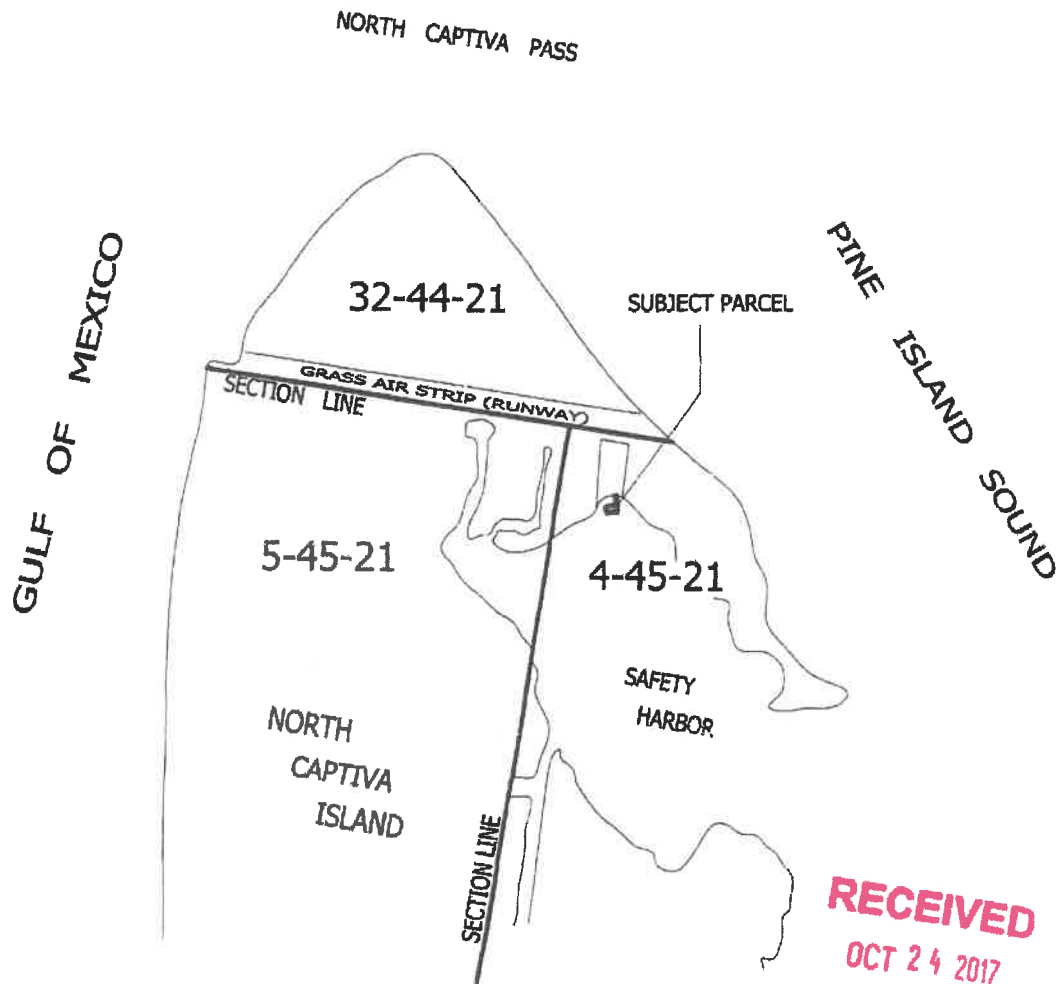
THIS SURVEY IS CERTIFIED TO:

TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
VRE NORTH CAPTIVA LLC
INKWORKS,

REVISED:	DESCRIPTION:	BY:
4/8/17	SITE / MHW VERIFICATION	PMH
10/15/17	DOCK WIDTH(S) MODIFIED	PMH
DATE OF LAST FIELD WORK: AUG. 30, 2017 (RETAKE WETLAND)		
DRAWN: PMH	CHECK: JH	SCALE: 1"=20'
SURVEY DATE: 1/2/2016		FILE NO.: 45-23-4
PROJECT: # BIGGAR 201600029 SSL		SHT.: 1 OF - 4
PHILLIP M. MOULD PROFESSIONAL SURVEYOR AND MAPPER #6515 - STATE OF FLORIDA 6180 GULL LANE FORT MYERS, FLORIDA 33907 (239)-645-1348 phillipmould@live.com		

SHEET 1 OF 5

FIELD SURVEY OF:
SUBMERGED LAND LEASE
LYING ADJACENT TO
LOT 6D, UNIT 7,
JOSE'S HIDEAWAY
(UNRECORDED),
GOVERNMENT LOT 1
SECTION 4, TOWNSHIP 45 SOUTH, RANGE 21 EAST,
UPPER CAPTIVA ISLAND, LEE COUNTY, FLORIDA



RECEIVED
OCT 24 2017
D.E.P. South District

LOCATION SKETCH
NOT TO SCALE

SHEET 2 OF 5

PHILLIP M. MOULD, P.S.M.
8180 GULL LANE
FORT MYERS, FL. 33967
PH: (239)-645-1348
email: phillipmould@live.com

FIELD SURVEY OF:

*SUBMERGED LAND LEASE
LYING ADJACENT TO
LOT 6D, UNIT 7,
JOSE'S HIDEAWAY*

(UNRECORDED),
GOVERNMENT LOT 1
SECTION 4, TOWNSHIP 45 SOUTH, RANGE 21 EAST,
UPPER CAPTIVA ISLAND, LEE COUNTY, FLORIDA

Lot 6D, Unit 7, being a part of Lot 6, Unit 7, Jose's Hideaway, Lee County, Florida, an unrecorded subdivision in Government Lot 1, in Section 4, Township 45 South, Range 21 East, upper Captiva Island, Lee County, Florida; more particularly described as follows: Commencing at a concrete post the south line of Government Lot 1, Section 5, Township 45 South, Range 21 East, being 226 feet more or less east of the mean high water line of the Gulf of Mexico; thence South 81° 20' East 835 feet along the south line of Government Lot 1, to a concrete post; thence North 8° 40' East 205 feet to a concrete post; thence continue north 8° 40' East 1050 feet; thence south 81° 20' East 1350 feet along a line 65.59 feet south of and parallel to the north line of Section 4 and 5, Township 45 South, Range 21 East, to the point of beginning; thence continuing South 81° 20' East 148 feet; thence South 8° 40' West 266.52 feet more or less to the mean high water line of Safety Harbor; thence South 84° 17' 22" West 43.85 feet along the mean high water line of Safety Harbor; thence South 71° 16' West 118.86 feet along the mean high water line of Safety Harbor to a point South 8° 40' West of the point of beginning, thence North 8° 40' East 332.11 feet more or less to the point of beginning.

Subject to a 15 foot easement on the North side for public road right of way and utility purposes.

RECEIVED

OCT 24 2017

D.E.P. South District

SHEET 3 OF 5

PHILLIP M. MOULD, P.S.M.
8180 GULL LANE
FORT MYERS, FL 33967
PH: (239)-645-1348
email: phillipmould@live.com

FIELD SURVEY OF:

*SUBMERGED LAND LEASE
LYING ADJACENT TO
LOT 6D, UNIT 7,
JOSE'S HIDEAWAY*

(UNRECORDED),

GOVERNMENT LOT 1

SECTION 4, TOWNSHIP 45 SOUTH, RANGE 21 EAST,
UPPER CAPTIVA ISLAND, LEE COUNTY, FLORIDA

DESCRIPTION SUBMERGED LAND PORTION:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 21 EAST, NORTH CAPTIVA ISLAND, LEE COUNTY, FLORIDA; THENCE RUN S.08°40'00"W. ALONG THE WEST LINE SAID SECTION 4, TO A POINT ALONG THE NORTH RIGHT OF WAY LINE OF SEA AIR LANE (15 FEET WIDE) FOR 65.59 FEET; THENCE RUN S.81°20'00"E ALONG SAID NORTH RIGHT OF WAY LINE FOR 190.48 FEET; THENCE RUN S.08°40'00"W. FOR 262.03 FEET; THENCE RUN S. 71° 31' 27"W. FOR 55.61 FEET; THENCE RUN S.03°14'20"E. TO A POINT ALONG THE MEAN HIGH WATERS OF SAFETY HARBOR (PINE ISLAND SOUND) FOR 15.47 FEET TO THE POINT OF BEGINNING; THENCE RUN S. 03°14'20"E. FOR 60.54 FEET; THENCE RUN S.87°20'18"E. FOR 4.97 FEET; THENCE RUN S.02°39'25"W FOR 55.33 FEET; THENCE RUN N.87°20'35"W. FOR 19.70 FEET; THENCE RUN N.02°39'25"E. FOR 9.39 FEET; THENCE RUN S.74°46'42"W. FOR 57.11 FEET; THENCE RUN N.15°13'18"W. FOR 15.00 FEET; THENCE RUN S.74°46'42"W. FOR 4.00 FEET; THENCE RUN N.15°13'18"W. FOR 31.00 FEET; THENCE RUN N.74°46'42"E. FOR 68.25 FEET; THENCE RUN S.87°20'35"E. FOR 13.97 FEET; THENCE RUN N.03°14'20"W. TO A POINT ALONG THE SAID MEAN HIGH WATERS EDGE FOR 59.10 FEET; THENCE RUN N.82°38'27"E. ALONG SAID WATERS FOR 8.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,654.93 SQUARE FEET +/- or 0.10 ACRES±

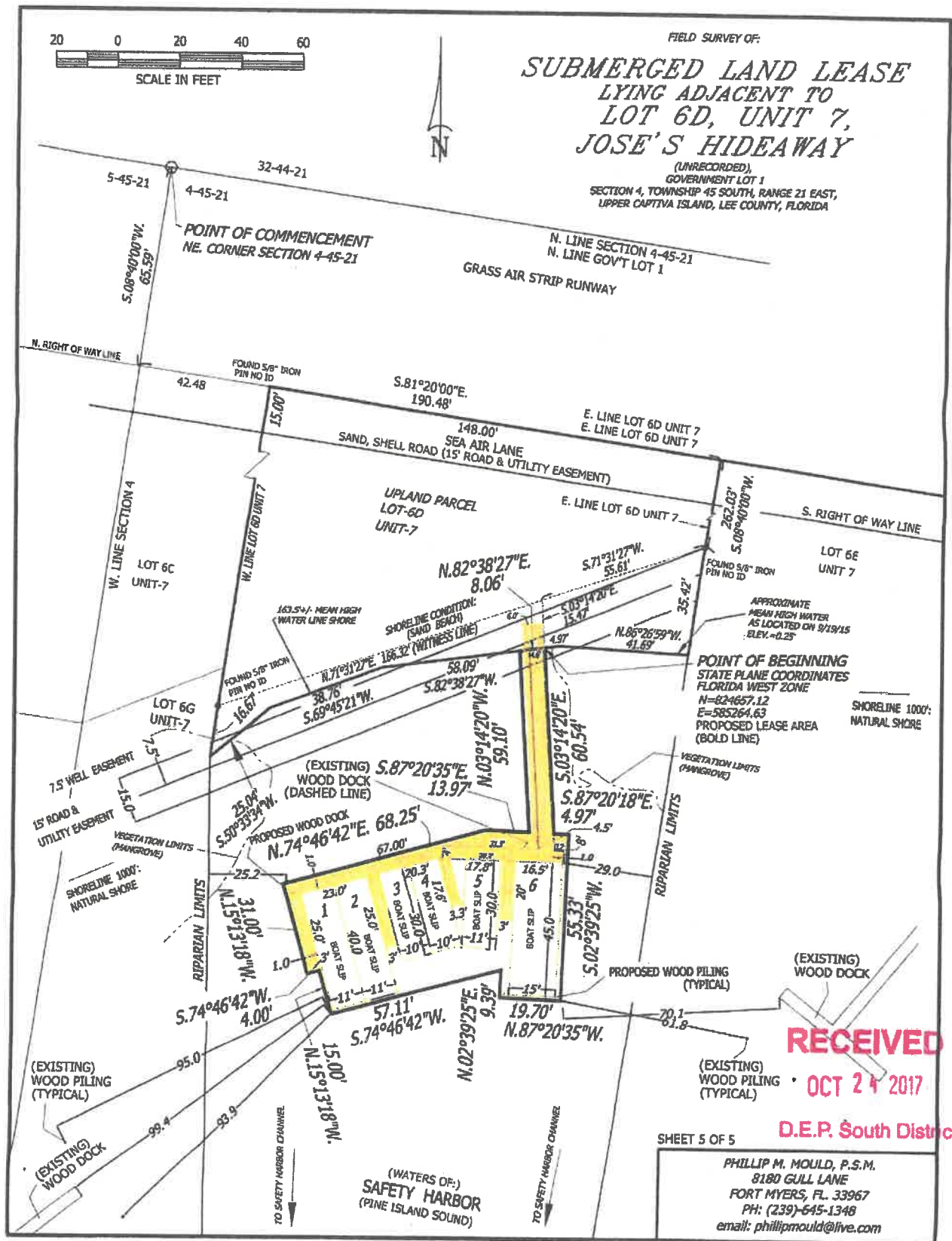
RECEIVED

OCT 24 2017

D.E.P. South District

SHEET 4 OF 5

PHILLIP M. MOULD, P.S.M.
8180 GULL LANE
FORT MYERS, FL. 33967
PH: (239)-645-1348
email: phillipmould@live.com



This Instrument Prepared by:

Parcel ID Nos.: 04-45-21-100000.0150

2020.16596.C

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 23rd day of July, 2020, by VRE NORTH CAPTIVA, L.L.C., a Missouri limited liability company, having an address of c/o Henry Warshaw, 100 S. Brentwood Blvd., Suite 240, Saint Louis, MO 63105-1635, hereinafter called the Grantor, to SHM PINELAND, LLC, a Delaware limited liability company, having an address of 14785 Preston Road, Suite 975, Dallas, TX 75254, Attn: Jason Hogg, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain real property situate in Lee County, Florida, more particularly described as:

See Attached Exhibit "A."

TOGETHER with all the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

SUBJECT TO (i) real estate taxes and assessments for the year 2020 and thereafter; (ii) applicable zoning ordinances, regulations and governmental regulations; and (iii) those matters described in Exhibit "B" attached hereto and made a part hereof for all purposes.

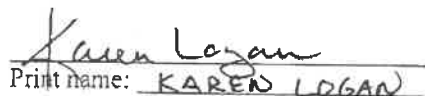
AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

US_Active\115179272IV-2
123091607.1

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the date first above set forth.

Witnesses:

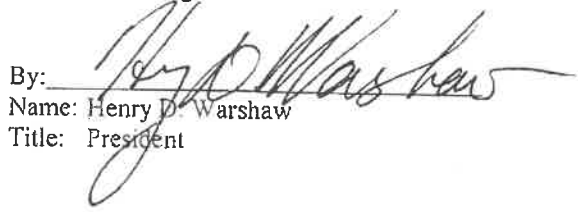

Print name: JESSICA HITCHCOCK


Print name: KAREN LOGAN

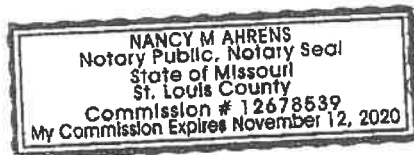
STATE OF Missouri
COUNTY OF St. Louis

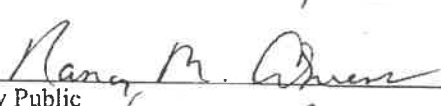
VRE NORTH CAPTIVA, L.L.C.,
a Missouri limited liability company

By: Ocala First Corporation, Inc.,
a Florida corporation,
its Manager


By: Henry D. Warshaw
Title: President

The foregoing instrument was acknowledged and subscribed before me, by means of ☒ physical presence or ☐ online notarization, by Henry D. Warshaw, who is the President of Ocala First Corporation, Inc., in its capacity as the Manager of VRE North Captiva, L.L.C., a Missouri limited liability company, on behalf of the company, on this 23 day of July, 2020.




Notary Public

Print Name: Nancy M. Ahrens
Commission Expires: 11-12-2020

Personally Known

EXHIBIT A
LEGAL DESCRIPTION

Lot 6D, Unit 7, being a part of Lot 6, Unit 7, Jose's Hideaway, Lee County, Florida, an unrecorded subdivision in Government Lot 1, in Section 4, Township 45 South, Range 21 East, upper Captiva Island, Lee County, Florida; more particularly described as follows: Commencing at a concrete post the South line of Government Lot 1, Section 5, Township 45 South, Range 21 East, being 226 feet more or less East of the mean high water line of the Gulf of Mexico; thence South 81°20' East 835 feet along the South line of Government Lot 1, to a concrete post; thence North 8°40' East 205 feet to a concrete post; thence continue North 8°40' East 1050 feet; thence South 81°20' East 1350 feet along a line 65.59 feet South of and parallel to the North line of Section 4 and 5, Township 45 South, Range 21 East, to the Point of Beginning; thence continuing South 81°20' East 148 feet; thence South 8°40' West 266.52 feet more or less to the mean-high water line of Safety Harbor; thence South 84°17' 22" West 43.85 feet along the mean high water line of Safety Harbor; thence South 71°16' West 118.86 feet along the mean high water line of Safety Harbor to a point South 8°40' West of the Point of Beginning, thence North 8°40' East 332.11 feet more or less to the Point of Beginning.

Subject to a 15-foot easement on the North side for public road right of way and utility purposes.

**EXHIBIT B TO DEED
PERMITTED EXCEPTIONS**

Those matters of public record in Lee County, Florida.