August 3, 2026

Bureau of Public Land Administration
Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, Mail Station 125
Tallahassee, Florida 32399-3000

Attn: Lease Compliance/Enforcement Section BOT File No. 520265869

Via email: Heather McClurg; Heather.McClurg@FloridaDEP.gov
Cc: Lauren Greenawalt; Lauren.Greenawalt@swfwmd.state.fl.us

Re: Sovereign Submerged Lands Lease No. 520265869 and SWFWMD Application No. 921286. Request for Immediate Compliance Review and Pause of Pending State Applications for TV Investment Holdings LLC

Ms. McClurg and Ms. Greenawalt:

Tierra Verde Next (TV Next) is a neighborhood organization representing residents of Tierra Verde, Florida. We are writing to inform the Florida Department of Environmental Protection (FDEP) of ongoing and readily apparent violations of specific Special Lease Conditions of the above-referenced sovereign submerged lands lease, currently held by TV Investment Holdings LLC, a subsidiary of Greenleaf Capital, for the marina facility at 100 Pinellas Bayway South, St. Petersburg, Florida.

It appears that public-access to wet slips has been significantly reduced or eliminated to accommodate private or commercial uses at this marina. Additionally, there is an absence of required public-access signage, and a lack of an operational sewage pumpout facility that may be required. Taken together, they reflect apparent ongoing disregard of express conditions imposed for the use of state owned sovereign submerged lands by the public.

TV Next requests that the FDEP investigate potential noncompliance issues, specifically related to public access to the slips and a pumpout facility.

We also respectfully request that the State not continue to process or grant Greenleaf applications, additional rights, or approvals while these existing public trust obligations are ignored, as the changes that will need to occur for compliance will affect the validity, statements, and metrics of the applications.

This letter is directed to compliance with the terms of the existing, currently effective lease (attached). Lessee’s current compliance with the lease is a threshold issue that should be resolved before any state agency grants additional approvals affecting the same marina and public submerged lands. The violations described below apply to the marina as it currently operates and exist independently of any future permitting decision. The technical merits of the proposed redevelopment are being addressed separately before the Southwest Florida Water

Management District (Application No. 921286), the Florida Fish and Wildlife Conservation Commission, and the U.S. Army Corps of Engineers (Project No. SAJ-2007-01189).

1. Public Access to Wet Slips – Special Lease Condition D / Paragraph 30.D

Special Lease Condition D, incorporated into Paragraph 30 of the Lease, provides:

> *"A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a 'first come, first served' basis, as defined in subsection 18-21.003(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public… Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a 'first come, first served' basis."*

The Lease authorizes an 89-slip docking facility (Paragraph 1), meaning at least approximately 80 slips are required to be held open to the general public on a first-come, first-served basis. Based on direct statements from Tierra Verde Marina staff, there are currently no wet slips available to the general public, and we are not aware of any required permanent public-access signage at either the waterward or upland entrance to the docking facility. If accurate, this would mean the facility is operating at 0% compliance against a 90% minimum requirement and would separately be out of compliance with the signage requirement in the same condition. The slips that were once available are now used by commercial businesses such as Freedom Boat Club, Suntime Boat Club, Tierra Verde Boat Rental, and the Tampa Bay Pilot's Association.

Greenleaf's Unauthorized Commitment of 29 Wet Slips

Greenleaf has also made written and sworn representations committing 29 of the marina's wet slips to be dedicated to restaurant, pool, and other temporary uses on Greenleaf property. This is a future allocation that is incompatible with the submerged land lease, because it commits 30% to exclusive use by Greenleaf, not to the general public. At the May 6, 2026 DRC hearing, Greenleaf/TV Investment Holdings attorney Nicole MacInnes testified under oath:

> *"So there are 89 wet slips that are allowed per the sovereign submerged land lease, 29 of those we allotted for the parking reduction. That is for the ability to pull your boat up to then go to a use on the property."*

DRC Chairman Kevin Reali then asked whether those 29 slips were **"**excluded from leasing,**"** and Greenleaf's attorney confirmed that they were; City staff further represented that the exclusion would be enforceable.

Greenleaf relied on that commitment to obtain 29 land-based parking credits from the City to pass zoning laws for its proposed development. Without this commitment, TV Investment Holdings/Greenleaf Capital's application likely would have failed and could not have been brought before the DRC for consideration. Special Lease Condition D requires at least 90% of the marina's 89 wet slips to remain available for rent to the general public on a first-come, first-served basis. That requirement leaves no more than eight slips outside the public rental minimum, not 29. Furthermore, Greenleaf has stated to SWFWMD and DEP that the marina only has 64 or 69 wet slips, not the 89 they have stated to other agencies.

Unless Greenleaf can produce a written DEP or Board of Trustees amendment, waiver, consent, or other proprietary authorization permitting this exclusion, it had no apparent legal authority to make that commitment. DEP should treat this sworn representation as evidence of an additional, intentional conflict with the lease, not as a future proposal or an administrative misunderstanding, and determine whether Greenleaf has improperly used State-authorized public wet slips to secure a separate development entitlement from the City.

We request that the FDEP confirm the facility's current public-slip availability and signage compliance, including through a site inspection, and take appropriate action under Paragraph 12 of the Lease (Notices/Compliance/Termination) if non-compliance is confirmed.

<u>2. Wet Slip Rental Income Certification and Recoupment – Paragraphs 2 -6</u>

Paragraph 2 of the Lease sets the annual base lease fee, and the lease further requires certification of income "derived directly or indirectly from the use of sovereignty submerged lands" for purposes of determining whether a supplemental fee is owed. TV Next understands that vessel traffic using the leased docking facility and associated fuel dock includes, in addition to the Lessee's own dry-storage customers, two boat clubs, a boat rental company, transient vessels stopping for fuel, and heavy commercial vessels associated with the 24x7 Tampa Bay Pilots Association. We do not have visibility into whether income associated with all of this activity has been included in the Lessee's wet slip rental income certification to the FDEP, including, according to the marina staff, approximately 1500 gallons of fuel per day from the pilot boats. We would appreciate confirmation of how such third-party commercial and boat club use of the leased premises is accounted for under Paragraphs 2 and 3 of the Lease.

In the public interest, we further request that DEP exercise its audit and enforcement authority under Paragraphs 3 through 6 of Sovereignty Submerged Lands Lease No. 520265869 to determine whether all revenue derived directly or indirectly from use of the 89 wet slips has been fully and accurately reported throughout the lease term. DEP should require production of the marina's wet-slip agreements, leases, licenses, subleases, club and commercial-use agreements, revenue reports, accounting records, and other supporting documentation necessary to verify compliance. If the audit identifies previously unreported or underreported qualifying revenue, we respectfully request that DEP recalculate the lease fees for each affected year, issue all appropriate supplemental assessments, recover any resulting underpayments, apply the 12% annual late-payment assessment authorized by the lease where applicable, and pursue any additional contractual or statutory remedies available for inaccurate reporting or noncompliance.

3. Requested Action

In sum, TV Next respectfully requests that the Bureau:

(a) conduct a prompt site inspection to verify current compliance with Special Lease Conditions C and D;

(b) confirm whether Lessee's wet slip rental income certification under Paragraphs 2 and 3 reflects all commercial and club use of the leased docking facility described above;

(c) audit the Lessee's income derived from the Lease and determine all back payments, interest, and penalties associated with the underreporting of the income;

(d) advise TV Next of any notice to correct issued under Paragraph 12, any enforcement or lease action taken, and the conditions that must be satisfied before the requested administrative hold may be lifted.

We would be glad to provide any additional documentation or observations that would assist the Bureau's review, and we appreciate the Bureau's attention to this matter.

Sincerely,

Geoff Comrie
Tierra Verde Next

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