

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

September 27, 2022

Bay Harbor Club of Bonita Beach
Condominium Association Inc.
Attn: Mr. Lindsay Collins
Post Office Box 497
Newbury, NH 3255

BOT No. 360224955, Easement Number 30722
Grantee: Bay Harbor Club of Bonita Beach Condominium Association Inc.

Dear Mr. Collins,

Enclosed is a fully executed original easement for your records. The original easement, at the option of the Grantee, may be recorded in the official records of the county where the leased site is located.

If the billing agent, phone number, or fax number change, or there is a change in the Grantee's tax status, please notify the DIVISION OF STATE LANDS, REVENUE 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@FloridaDEP.gov.

Sincerely,

A handwritten signature in blue ink that reads "Kathy Griffin".

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

Enclosures

Cc: File

This Instrument Prepared By:
Kathy Griffin
Action No. 44400
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 EASEMENT RENEWAL

EASEMENT NO. 30722
BOT FILE NO. 360224955
PA NO. 36-0170261-001

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Bay Harbor Club of Bonita Beach Condominium Association Inc., a Florida nonprofit corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty submerged lands described as follows:

A parcel of sovereignty submerged land in Section 25,
Township 47 South, Range 24 East, in Estero Bay,
Lee County, Florida, containing 21,243 square feet,
more or less, as is more particularly described and shown
on Attachment A, dated March 26, 2012.

TO HAVE THE USE OF the hereinabove described premises from April 2, 2022, the effective date of this renewal easement, through April 2, 2032, the expiration date of this renewal easement. The terms and conditions on and for which this easement is granted are as follows:

1. EASEMENT CONSIDERATION: The Grantee hereby agrees to pay to the Grantor, prior to commencement of activities authorized herein and within 30 days of receipt of the fully executed easement, the sum of \$29,650.00.

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2. The above described parcel of land shall be used solely for a private navigational access channel adjacent to an existing docking facility and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit No. 36-0170261-001, dated March 26, 2012, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

3. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the sovereignty submerged lands situated within the limits of this easement.

4. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement area or unduly interfere with public or private rights therein.

5. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the easement area or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the easement area to third parties during the term of this easement.

6. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

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

8. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

9. TERMINATION: The Grantee, by acceptance of this easement, binds themselves, their heirs, successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, their heirs, successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, title to this easement shall revert to and vest in the Grantor immediately and automatically. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Bay Harbor Club of Bonita Beach
Condominium Association Inc.
Attn: Mr. Lindsay Collins
26225-26235 Hickory Blvd.
Bonita Springs, FL 34134

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

10. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the easement area 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 easement area during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

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11. RENEWAL PROVISIONS: Renewal of this easement is at the sole option of the Grantor. Such renewal shall be subject to the terms, conditions and provisions of this easement, current management standards, easement fees, and applicable laws, rules and regulations in effect at that time. In the event that Grantee is in full compliance with the terms of this easement, the Grantee may apply in writing for a renewal. Such application for renewal must be received by Grantor no later than six months prior to the expiration date of this easement. The term of any renewal granted by the Grantor shall commence on the last day of the previous easement term. If the Grantee fails to apply for a renewal, or in the event the Grantor does not grant a renewal, the Grantee shall vacate the easement area and remove all structures and equipment occupying and erected thereon at their expense.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Paragraph 9 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor 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 Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee 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 Grantor prior to the commencement of construction and/or any activities on sovereignty submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee 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 more particularly described in that certain Declaration of Condominium recorded in Official Records Book 1696, Page 227, Public Records of Lee County, Florida, as amended from time to time, together with the riparian rights appurtenant thereto, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

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

WITNESSES:

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

Celeda Wallace
Original Signature

Celeda Wallace
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.

"GRANTOR"


STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 26th day of September, 2022, 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] 8/22/2022
DEP Attorney Date

[Signature]
Notary Public, State of Florida

Printed, Typed or Stamped Name: KATHY C. GRIFFIN
My Commission Expires: NOVEMBER 27, 2023
Commission/Serial No. _____


WITNESSES:

[Signature]
Original Signature

Katherine Osteen
Typed/Printed Name of Witness

[Signature]
Original Signature

Jan M. Bryant
Typed/Printed Name of Witness

STATE OF NH

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 31 day of August, 2022, by Lindsay M. Collins as President of Bonita Harbor Club of Bonita Beach Condominium Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced Driver's Licence, as identification.

My Commission Expires: 01-10-2023

Commission/Serial No. n/a

Bay Harbor Club of Bonita Beach Condominium Association, Inc.,
a Florida nonprofit corporation (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Lindsay M. Collins
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

“GRANTEE”

[Signature]
Signature of Notary Public

Notary Public, State of New Hampshire

Katherine Paine
Printed, Typed or Stamped Name



lc



Bonita Springs

Population: 57,370 (2018)

Area: 41 sq miles

BOT NO. 360224955
EASEMENT NO. 30722

LOCATION MAP



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DREDGING AREA EASEMENT DESCRIPTION

DESCRIPTION:

DREDGING AREA EASEMENT
 LYING IN
 SECTION 25, TOWNSHIP 47 SOUTH, RANGE 24 EAST
 HOGUE AND BROADWAY CHANNELS
 ESTERO BAY, LEE COUNTY, FLORIDA

ANY AND ALL SOVEREIGNTY LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK "J", BONITA BEACH SUBDIVISION, ACCORDING TO A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 65 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA THENCE N58°32'00"E FOR 100.00 FEET TO THE NORTHEASTERLY LINE OF HICKORY BOULEVARD (100 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT; THENCE S31°28'00"E ALONG SAID NORTHEASTERLY LINE FOR 200.00 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF BAY HARBOR CLUB, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 1698, AT PAGE 281 OF SAID PUBLIC RECORDS; THENCE N58°32'00"E ALONG SAID SOUTHEASTERLY LINE FOR 497.94 FEET TO THE MEAN HIGH WATER LINE ON THE FACE OF A SEAWALL ON HOGUE CHANNEL; THENCE DEPARTING SAID MEAN HIGH WATER LINE, N89°11'56"E FOR A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING OF THE HERINAFTER DESCRIBED DREDGE AREA EASEMENT.

FROM SAID POINT OF BEGINNING THENCE ALONG A SUBMERGED LAND LEASE AREA FOR THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES: N01°28'06"E FOR A DISTANCE OF 23.77 FEET; THENCE S88°33'54"E FOR A DISTANCE OF 4.00 FEET; THENCE N01°28'06"E FOR A DISTANCE OF 12.00 FEET; THENCE N88°33'54"W FOR A DISTANCE OF 4.00 FEET; THENCE N01°28'06"E FOR A DISTANCE OF 89.43 FEET; THENCE N05°08'09"W FOR A DISTANCE OF 107.25 FEET; THENCE N11°21'19"W FOR A DISTANCE OF 53.82 FEET; THENCE N13°53'08"W FOR A DISTANCE OF 52.48 FEET; THENCE N14°59'57"W FOR A DISTANCE OF 11.32 FEET; THENCE N19°05'52"W FOR A DISTANCE OF 26.37 FEET; THENCE N25°17'24"W FOR A DISTANCE OF 14.41 FEET; THENCE N28°53'25"W FOR A DISTANCE OF 17.87 FEET; THENCE N48°00'55"W FOR A DISTANCE OF 19.32 FEET; THENCE N58°48'48"W FOR A DISTANCE OF 23.21 FEET; THENCE N86°40'29"W FOR A DISTANCE OF 25.48 FEET; THENCE S73°54'58"W FOR A DISTANCE OF 93.70 FEET; THENCE S73°38'13"W FOR A DISTANCE OF 81.43 FEET; THENCE S58°32'00"W FOR A DISTANCE OF 48.84 FEET; THENCE S16°39'22"E FOR A DISTANCE OF 5.48 FEET; THENCE DEPARTING SAID SUBMERGED LAND LEASE AREA LINE, S73°29'10"W FOR A DISTANCE OF 20.50 FEET; THENCE S58°32'00"W FOR A DISTANCE OF 33.79 FEET; N30°09'00"W FOR A DISTANCE OF 2.15 FEET; N49°59'28"E FOR A DISTANCE OF 22.75 FEET; N57°04'53"E FOR A DISTANCE OF 46.76 FEET; N57°09'07"E FOR A DISTANCE OF 25.29 FEET; N34°52'48"E FOR A DISTANCE OF 31.39 FEET; N05°09'23"W FOR A DISTANCE OF 10.63 FEET; N73°17'43"E FOR A DISTANCE OF 45.71 FEET; N73°54'58"E FOR A DISTANCE OF 99.89 FEET; S86°40'29"E FOR A DISTANCE OF 40.14 FEET; S58°48'46"E FOR A DISTANCE OF 35.82 FEET; S46°00'55"E FOR A DISTANCE OF 28.52 FEET; S28°53'25"E FOR A DISTANCE OF 24.24 FEET; S25°17'24"E FOR A DISTANCE OF 17.40 FEET; S19°05'52"E FOR A DISTANCE OF 29.51 FEET; S14°59'57"E FOR A DISTANCE OF 12.91 FEET; S13°50'41"E FOR A DISTANCE OF 54.47 FEET; S03°42'34"E FOR A DISTANCE OF 167.63 FEET; S01°28'06"W FOR A DISTANCE OF 123.94 FEET; S89°11'56"W FOR A DISTANCE OF 25.02 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL HAS AN AREA OF 21,243 SQUARE FEET, 0.488 ACRES, MORE OR LESS.

NOTES:

1. DATE OF LAST FIELD WORK: 01/21/12.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT SEARCH.
3. BOUNDARY SHOWN IS BASED ON FOUND MONUMENTATION.
4. THIS SURVEY MAKES NO REPRESENTATIONS AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BAY HARBOR CONDOMINIUM AS SHOWN ON THE PLAT WHEREIN SAID LINE IS SHOWN TO BEAR N.58°32'00"E.
6. NO IMPROVEMENTS, UTILITIES OR INTERIOR FENCES WERE LOCATED. EXCEPT AS SHOWN HEREON
7. ONLY SELECTED UPLAND IMPROVEMENTS ARE SHOWN.
8. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO DESIGNATE A DREDGING EASEMENT AREA.
9. CERTIFY AS USED IN THIS CERTIFICATION MEANS TO STATE OR DECLARE A PROFESSIONAL OPINION OF CONDITIONS REGARDING THOSE FACTS OR FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
10. SHORELINE SOUTHERLY FROM SITE IS SEAWALL FOR OVER 1000 FEET; NORTHERLY THE SHORELINE IS NATURAL SHORELINE FOR 506 FEET±, THEN SEAWALL FOR APPROXIMATELY 406 FEET, THEN NATURAL SHORELINE FOR MORE THAN 88 FEET.
11. THIS WAS AN ON THE GROUND FIELD SURVEY AS EVIDENCED BY FIRST NOTE UPON THIS LIST.

RECEIVED

MAR 28 2012

D.E.P. South District

SHEET 3 OF 3
 SEE SHEET OF 1 OF 3 FOR GRAPHICS
 NOT VALID WITHOUT ALL 3 SHEETS

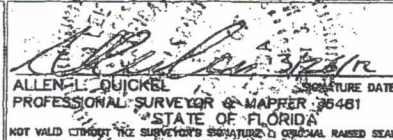
Survey Date: 02/02/12
 REVISED: 03/23/12
 Job #: 12-0014.000
 Drawn By: CWW



DRMP

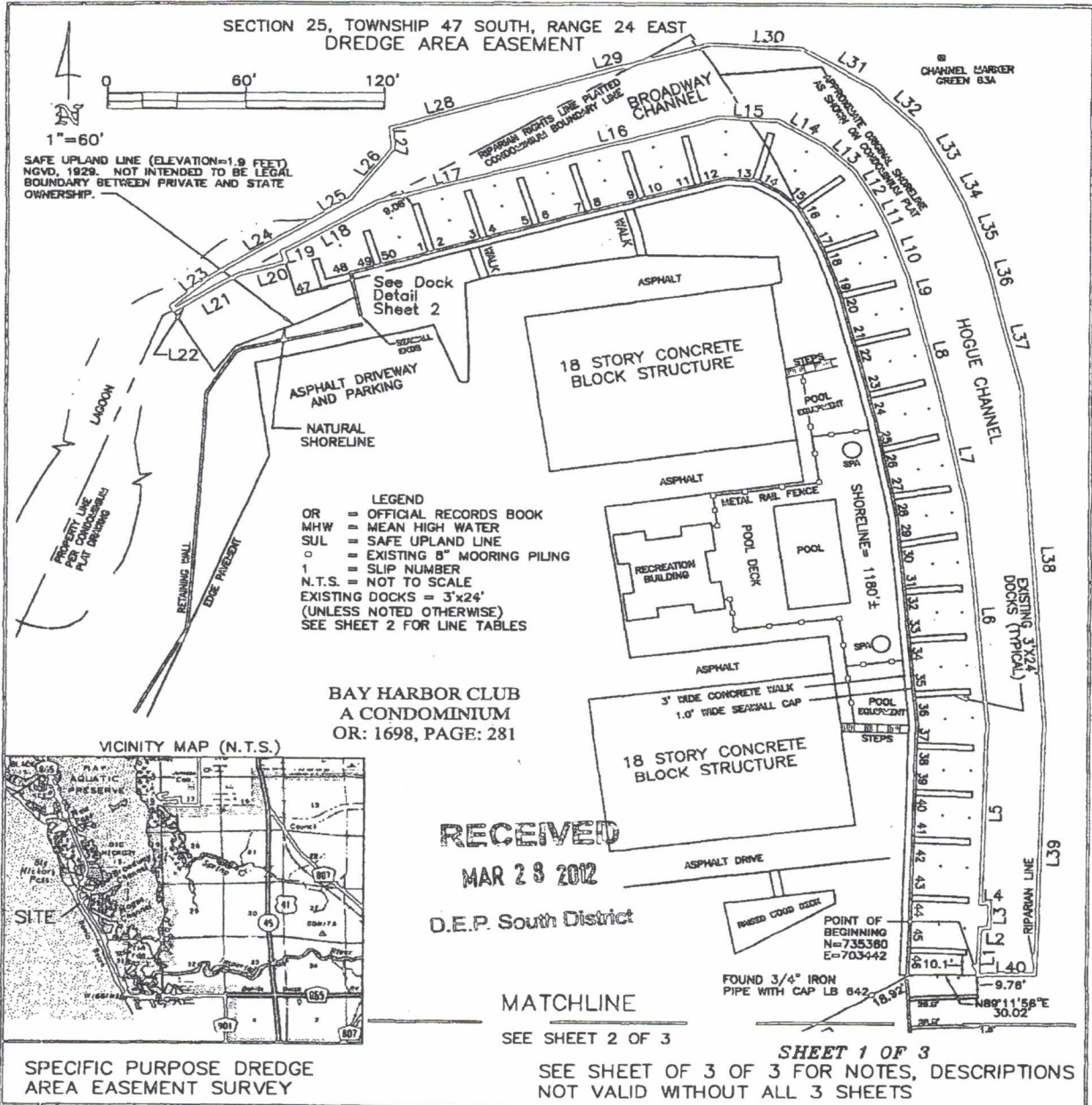
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

Certificate of Authorization No 2648
 941 Lake Baldwin Lane - Orlando, Florida 32814
 Telephone (407) 896-0594



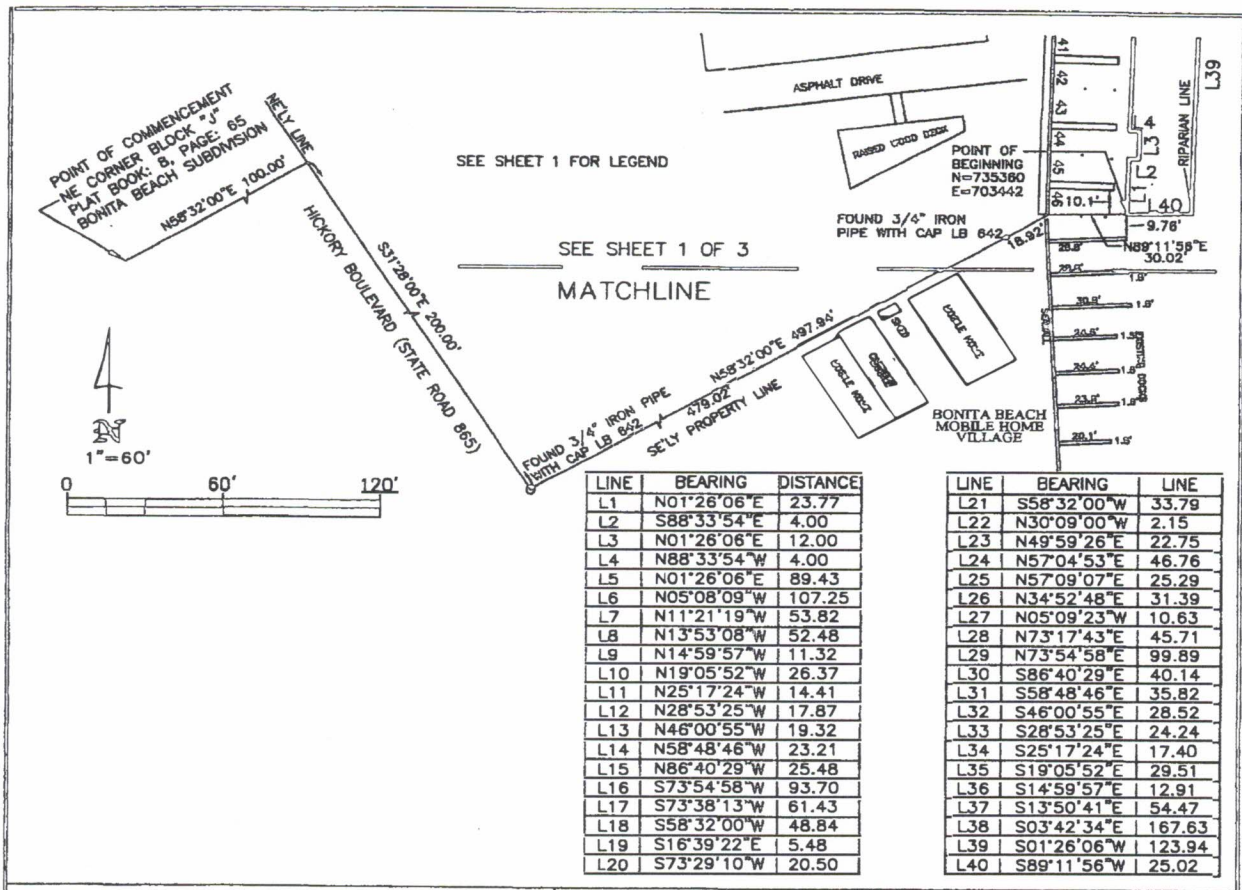
ALLEN L. DUJCKEL SIGNATURE DATE
 PROFESSIONAL SURVEYOR & MAPPER 36481
 STATE OF FLORIDA
 NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL

jc



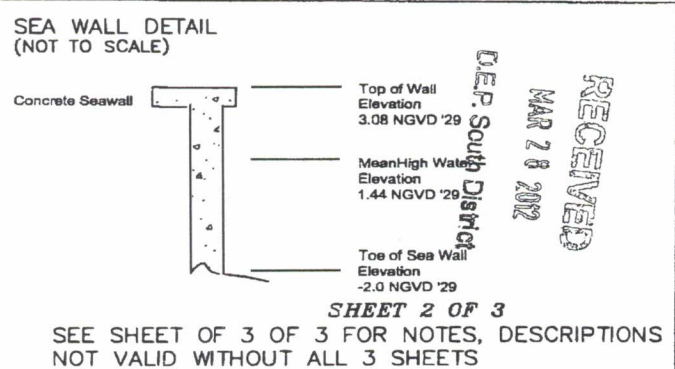
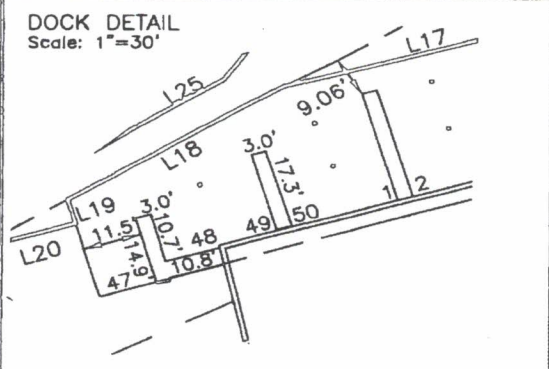
Survey Date: 02/02/12 REVISED: 03/23/12 Job #: 12-0014.000 Drawn By: CWW	DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> Certificate of Authorization No. 2648 941 Lake Baldwin Lane - Orlando, Florida 32814 Telephone (407) 896-0594	CERTIFY TO: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND BAY HARBOR CLUB
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JC



LINE	BEARING	DISTANCE
L1	N01°26'06"E	23.77
L2	S88°33'54"E	4.00
L3	N01°26'06"E	12.00
L4	N88°33'54"W	4.00
L5	N01°26'06"E	89.43
L6	N05°08'09"W	107.25
L7	N11°21'19"W	53.82
L8	N13°53'08"W	52.48
L9	N14°59'57"W	11.32
L10	N19°05'52"W	26.37
L11	N25°17'24"W	14.41
L12	N28°53'25"W	17.87
L13	N46°00'55"W	19.32
L14	N58°48'46"W	23.21
L15	N86°40'29"W	25.48
L16	S73°54'58"W	93.70
L17	S73°38'13"W	61.43
L18	S58°32'00"W	48.84
L19	S16°39'22"E	5.48
L20	S73°29'10"W	20.50

LINE	BEARING	LINE
L21	S58°32'00"W	33.79
L22	N30°09'00"W	2.15
L23	N49°59'26"E	22.75
L24	N57°04'53"E	46.76
L25	N57°09'07"E	25.29
L26	N34°52'48"E	31.39
L27	N05°09'23"W	10.63
L28	N73°17'43"E	45.71
L29	N73°54'58"E	99.89
L30	S86°40'29"E	40.14
L31	S58°48'46"E	35.82
L32	S46°00'55"E	28.52
L33	S28°53'25"E	24.24
L34	S25°17'24"E	17.40
L35	S19°05'52"E	29.51
L36	S14°59'57"E	12.91
L37	S13°50'41"E	54.47
L38	S03°42'34"E	167.63
L39	S01°26'06"W	123.94
L40	S89°11'56"W	25.02



Survey Date: 02/02/12
 REVISED: 03/23/12
 Job #: 12-0014.000
 Drawn By: CWW

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CERTIFY TO:
 BOARD OF TRUSTEES OF THE
 INTERNAL IMPROVEMENT TRUST FUND
 BAY HARBOR CLUB

pc