

This Instrument Prepared By:

Amy Horton

Recurring Revenue Section

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

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SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 360022545

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 Bay Harbor Club of Bonita Beach Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 25, Township 47 South, Range 24 East, in Hogue Channel, Lee County, containing 19,427 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 11, 2008.

TO HAVE THE USE OF the hereinabove described premises from September 15, 2012, the effective date of this lease renewal, through September 15, 2022, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate an existing 50-slip private residential multi-family docking facility to be used exclusively for mooring of recreational vessels in conjunction with an upland condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 36-0170261-001, dated June 24, 2002 and OGC Consent Order No. 06-2233-36-SL, dated August 28, 2007, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.
2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$1,221.80 (which, pursuant to Section 253.0347(2)(b), Florida Statutes, does not include a lease fee on a preempted area of 10 square feet of sovereignty submerged lands for each linear foot of the Lessee's shoreline) plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

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

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

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

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

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit and OGC Consent Order. 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 use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 1696, Page 227, Public Records of Lee County, Florida without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 1696, Page 227, Public Records of Lee County, Florida, together with the riparian rights appurtenant thereto, and if such responsibility is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

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

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

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

Bay Harbor Club of Bonita Beach Condominium, Association, Inc.  
C/O Platinum Property Management  
3400 9<sup>th</sup> Street North, Suite #302  
Naples, Florida 34103

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

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

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

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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

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

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or 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 common elements described in that certain Declaration of Condominium recorded in Official Records Book 1696, Page 227, Public Records of Lee County, Florida, which shall run with the title to said common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

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

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 1696, Page 227, Public Records of Lee County, Florida. This lien on the common elements shall be enforceable in summary proceedings as provided by law.

22. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

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

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

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

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. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If 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; (ii) the Lessee has no unsatisfied judgments entered against it; (iii) the Lessee has satisfied all state and local taxes for which it is responsible; and (iv) no other matters are pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITION(S):

A. Within 60 days after the Lessor's execution of this lease, Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

B. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

WITNESSES:

Mary K Thurmond  
Original Signature

Mary K Thurmond  
Print/Type Name of Witness

Kathy C Griffin  
Original Signature

Kathy C. Griffin  
Print/Type Name of Witness

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

(SEAL)

BY: Jeffery M Gentry  
Jeffery M. Gentry, Operations and Management Consultant  
Manager, Bureau of Public Land Administration, Division  
of State Lands, State of Florida Department of Environmental  
Protection, as agent for and on behalf of the Board of Trustees of  
the Internal Improvement Trust Fund of the State of Florida

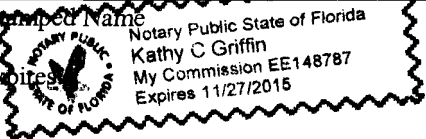
"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of March, 2013, by  
Jeffery M. Gentry, Operations and Management Consultant Manager, 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 AS TO FORM AND LEGALITY:  
James H. Huber  
DEP Attorney

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name  
My Commission Expires  
  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

Lisette Sosa  
Original Signature

LISETTE SOSA  
Typed/Printed Name of Witness

Dendra Byrne  
Original Signature

DENDRA BYRNE  
Typed/Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF LEE

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

BY: Dick Larson  
Original Signature of Executing Authority

Dick Larson  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 2nd day of April, 2013, by  
Dick Larson as President of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a Florida nonprofit corporation,  
for and on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_, as  
identification.

My Commission Expires:

Dec 16, 2014

Commission/Serial No. EE049717

Amy Jo Bruener  
Signature of Notary Public

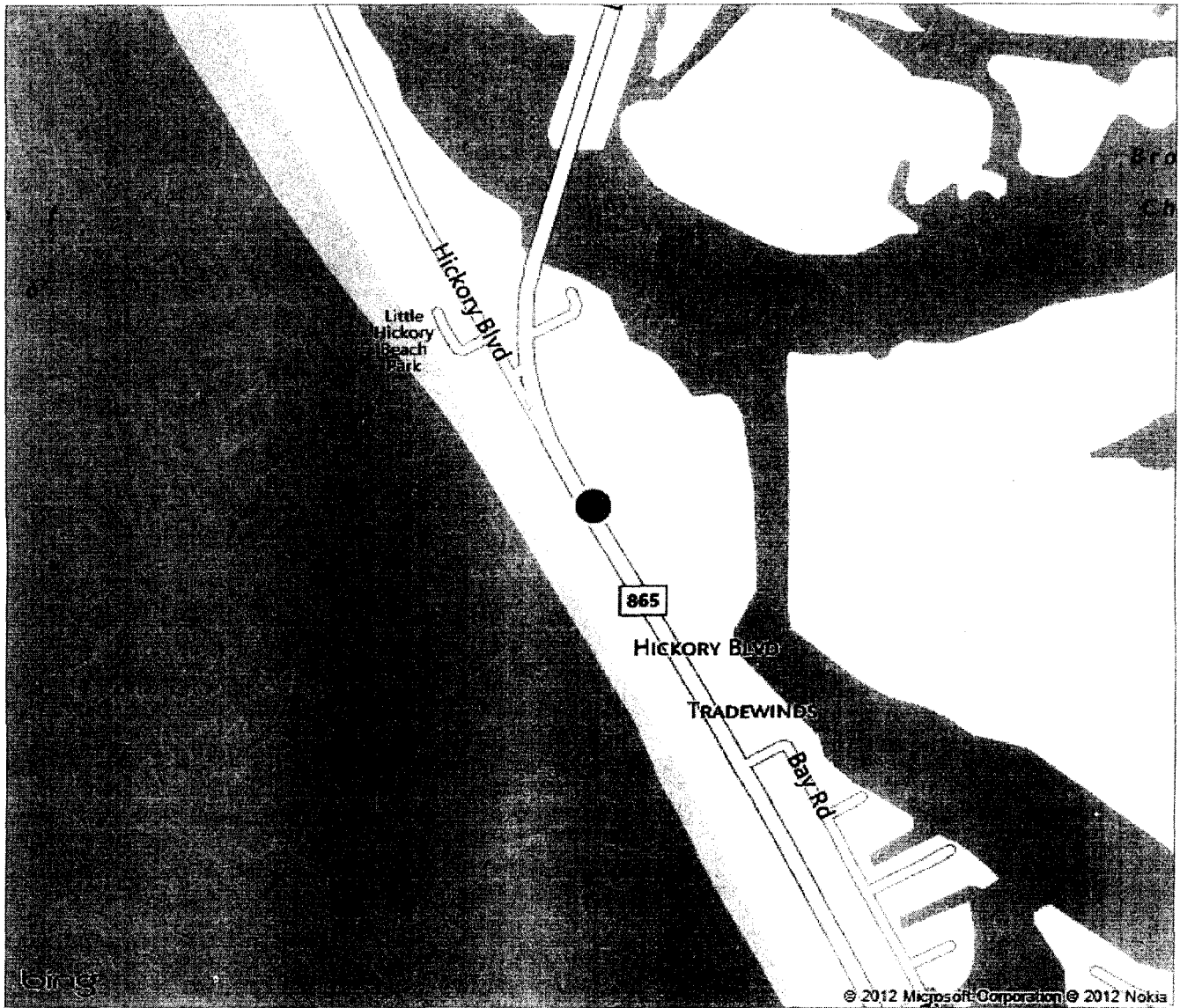
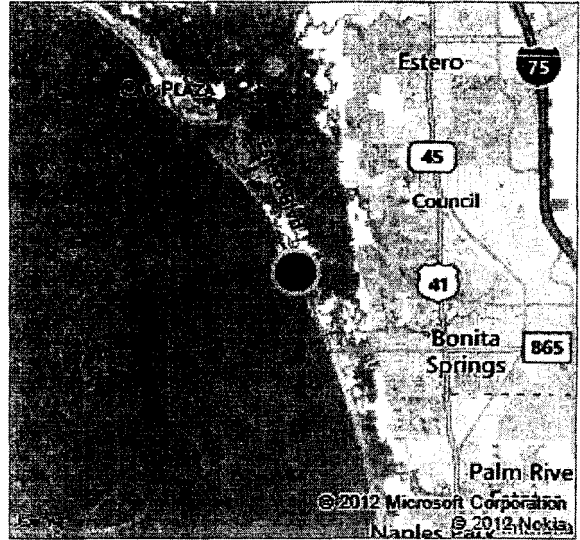
Notary Public, State of FLORIDA

AMY JO BRUENER  
Printed, Typed or Stamped Name

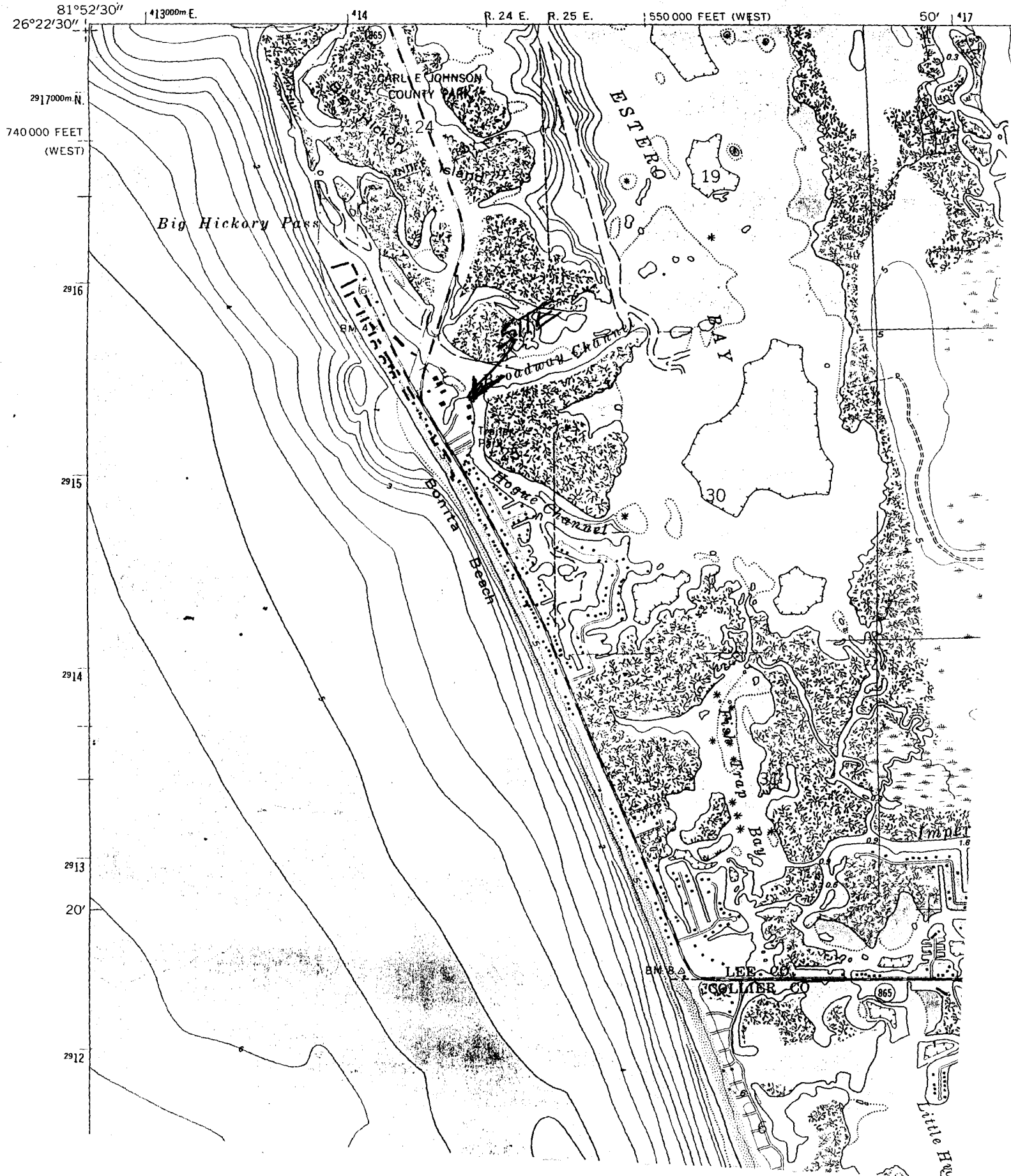
bing Maps

26225 Hickory Blvd, Bonita Springs, FL  
34134

My Notes



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY





## SUBMERGED LAND LEASE AREA DESCRIPTION

**DESCRIPTION**

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

THAT PART OF THE SOVEREIGN 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 NORHTEASTERLY 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 FOR ALONG SAID SOUTHEASTERLY LINE FOR 497.94 FEET TO THE MEAN HIGH WATER LINE ON THE FACE OF A SEAWALL ON HOGUE CHANNEL AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED SUBMERGED LAND LEASE AREA.

FROM SAID POINT OF BEGINNING THENCE ALONG THE SAID MEAN HIGH WATER LINE ALONG THE FACE OF A SEAWALL THE FOLLOWING COURSES:  
 THENCE N01°28'06"E FOR A DISTANCE OF 124.65 FEET;  
 THENCE N05°08'09"W FOR A DISTANCE OF 103.90 FEET;  
 THENCE N11°21'19"W FOR A DISTANCE OF 51.52 FEET;  
 THENCE N14°03'57"W FOR A DISTANCE OF 61.47 FEET;  
 THENCE N19°05'52"W FOR A DISTANCE OF 23.67 FEET;  
 THENCE N25°17'24"W FOR A DISTANCE OF 11.85 FEET;  
 THENCE N28°53'25"W FOR A DISTANCE OF 12.41 FEET;  
 THENCE N46°00'55"W FOR A DISTANCE OF 11.44 FEET;  
 THENCE N58°49'07"W FOR A DISTANCE OF 12.41 FEET;  
 THENCE N86°40'14"W FOR A DISTANCE OF 12.90 FEET;  
 THENCE S73°54'58"W FOR A DISTANCE OF 88.49 FEET;  
 THENCE S73°17'43"W FOR A DISTANCE OF 83.16 FEET TO THE CORNER OF A SEAWALL; THENCE ALONG A SEAWALL S12°46'28"E FOR A DISTANCE OF 4.08 FEET; THENCE DEPARTING SAID SEAWALL S72°34'58"W FOR A DISTANCE OF 24.99 FEET; THENCE N16°39'22"W FOR A DISTANCE OF 22.31 FEET; THENCE N58°32'00"E FOR A DISTANCE OF 48.84 FEET; THENCE N73°38'13"E FOR A DISTANCE OF 61.43 FEET; THENCE N73°54'58"E FOR A DISTANCE OF 93.70 FEET; THENCE S86°40'29"E FOR A DISTANCE OF 25.48 FEET; THENCE S58°48'46"E FOR A DISTANCE OF 23.21 FEET; THENCE S46°00'55"E FOR A DISTANCE OF 19.32 FEET; THENCE S28°53'25"E FOR A DISTANCE OF 17.87 FEET; THENCE S25°17'24"E FOR A DISTANCE OF 14.41 FEET; THENCE S19°05'52"E FOR A DISTANCE OF 26.37 FEET; THENCE S14°59'57"E FOR A DISTANCE OF 11.32 FEET; THENCE S13°53'08"E FOR A DISTANCE OF 52.48 FEET; THENCE S11°21'19"E FOR A DISTANCE OF 53.82 FEET; THENCE S05°08'09"E FOR A DISTANCE OF 107.25 FEET; THENCE S01°26'06"W FOR A DISTANCE OF 89.43 FEET; THENCE S88°33'54"E FOR A DISTANCE OF 4.00 FEET; THENCE S01°26'06"W FOR A DISTANCE OF 12.00 FEET; THENCE N88°33'54"W FOR A DISTANCE OF 4.00 FEET; THENCE S01°26'06"W FOR A DISTANCE OF 23.77 FEET; THENCE S89°11'56"W FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.  
 DESCRIBED PARCEL HAS AN AREA OF 19,427 SQUARE FEET, 0.446 ACRES, MORE OR LESS.

**NOTES:**

1. DATE OF LAST FIELD WORK: 02/27/07.
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 SUBMERGED LAND LEASE AREA AS SHOWN FOR THE BAY HARBOR CONDOMINIUM ASSOCIATION FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND.
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. LINEAR FEET OF SHORELINE = 1,180'±.
11. THIS WAS AN ON THE GROUND FIELD SURVEY AS EVIDENCED BY FIRST NOTE UPON THIS LIST.

RECEIVED - D.E.P.  
 MAR 11 2008  
 SOUTH DISTRICT

**"THIS IS A FIELD SURVEY"**

**SHEET 4 OF 4**

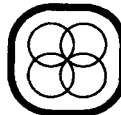
SEE SHEETS 2 AND 3 OF 4 FOR GRAPHICS  
 NOT VALID WITHOUT ALL 4 SHEETS

REVISED 2-20-08 TO SHOW ENTIRE PROPERTY BOUNDARY-SHEET 1  
 REVISED 12-10-07 TO ADD SEAWALL DETAIL-SHEET 2  
 REVISED 10-17-07 TO ADD 4 FEET EXTENSION TO SLP NO. 44

Survey Date: 02/27/07

Job #: 07-0243.000

Drawn By: SLF



DRMP

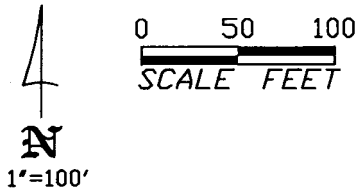
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 204 E. McKenzie St., Unit B - Punta Gorda, Florida 33950  
 Telephone (941) 505-1072

Steven L. Ford 3-11-08

STEVEN L. FORD SIGNATURE DATE  
 PROFESSIONAL SURVEYOR & MAPPER #4992  
 STATE OF FLORIDA

NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 24 EAST



SEA ISLES CONDO  
OR:2043 PAGE: 1372

CORCELLI, DONALD  
OR:1749 PAGE: 2424

**BAY HARBOR CLUB  
A CONDOMINIUM  
OR: 1696, PAGE: 262**

BONITA BEACH  
MOBILE HOME  
VILLAGE  
PB: 12, PAGE 94

POINT OF COMMENCEMENT  
NE CORNER BLOCK "J"  
PLAT BOOK 8, PAGE 65  
BONITA BEACH SUBDIVISION

RECEIVED - D.E.P.  
MAR 11 2008  
SOUTH DISTRICT

"THIS IS A FIELD SURVEY"

SHEET 1 OF 4

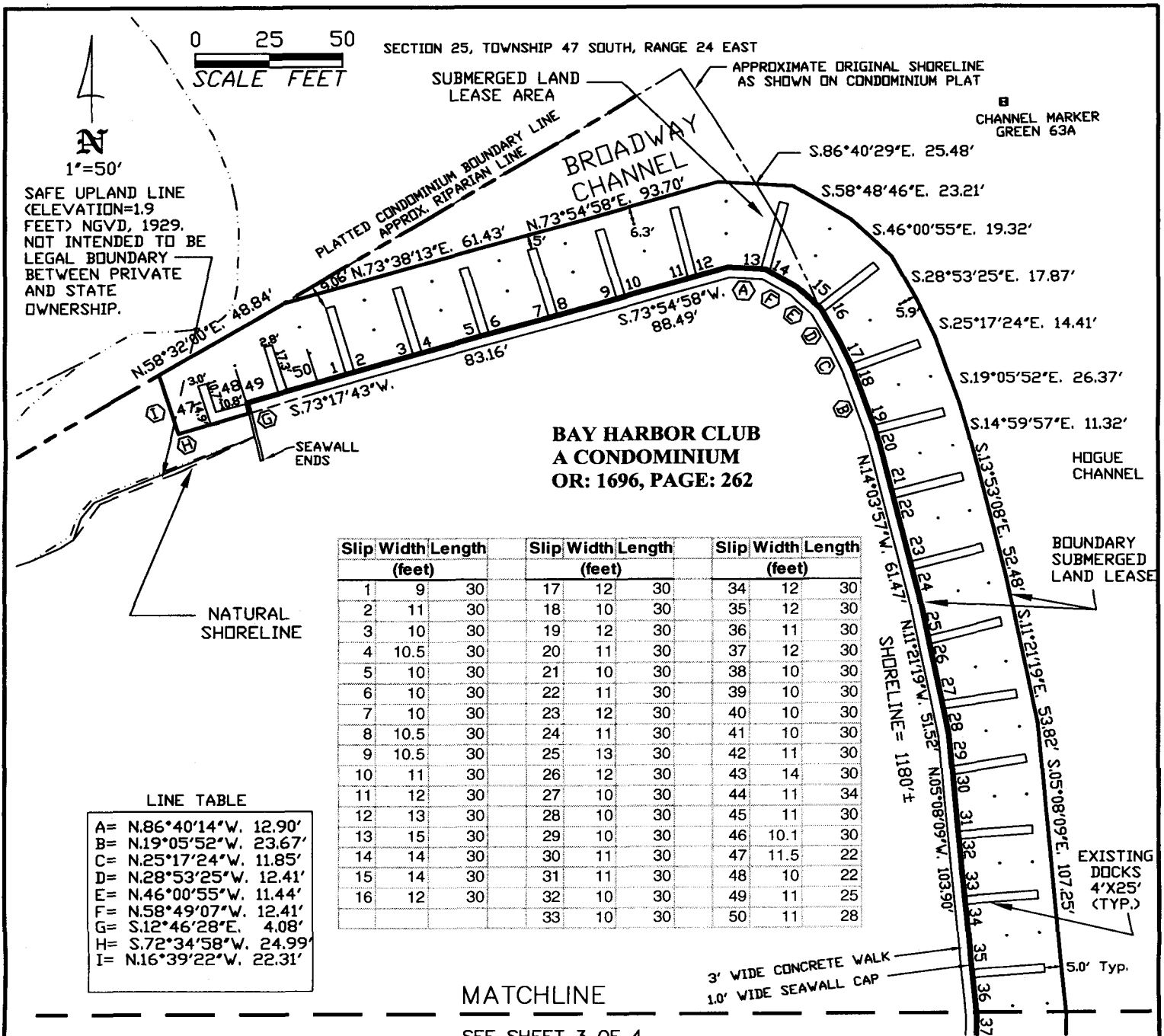
SPECIFIC PURPOSE SUBMERGED LAND  
LEASE AREA SURVEY

SEE SHEET 4 OF 4 FOR NOTES, DESCRIPTIONS  
NOT VALID WITHOUT ALL 4 SHEETS

Survey Date: 02/27/07  
Job #: 07-0243.000  
Drawn By: SLF

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



Slip	Width (feet)	Length	Slip	Width (feet)	Length	Slip	Width (feet)	Length
1	9	30	17	12	30	34	12	30
2	11	30	18	10	30	35	12	30
3	10	30	19	12	30	36	11	30
4	10.5	30	20	11	30	37	12	30
5	10	30	21	10	30	38	10	30
6	10	30	22	11	30	39	10	30
7	10	30	23	12	30	40	10	30
8	10.5	30	24	11	30	41	10	30
9	10.5	30	25	13	30	42	11	30
10	11	30	26	12	30	43	14	30
11	12	30	27	10	30	44	11	34
12	13	30	28	10	30	45	11	30
13	15	30	29	10	30	46	10.1	30
14	14	30	30	11	30	47	11.5	22
15	14	30	31	11	30	48	10	22
16	12	30	32	10	30	49	11	25
			33	10	30	50	11	28

**LINE TABLE**

A= N.86°40'14"W. 12.90'  
 B= N.19°05'52"W. 23.67'  
 C= N.25°17'24"W. 11.85'  
 D= N.28°53'25"W. 12.41'  
 E= N.46°00'55"W. 11.44'  
 F= N.58°49'07"W. 12.41'  
 G= S.12°46'28"E. 4.08'  
 H= S.72°34'58"W. 24.99'  
 I= N.16°39'22"W. 22.31'

MATCHLINE

SEE SHEET 3 OF 4

**LEGEND**  
 OR= OFFICIAL RECORDS BOOK  
 EXISTING DOCKS= 4'x25', UNLESS NOTED OTHERWISE  
 MHW= MEAN HIGH WATER  
 SUL= SAFE UPLAND LINE  
 = EXISTING 8' MOORING PILING  
 1= SLIP NUMBER  
 \* DESIGNATES SAME COURSE DIRECTION (S01°26'06"W)

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"THIS IS A FIELD SURVEY"  
 SHEET 2 OF 4

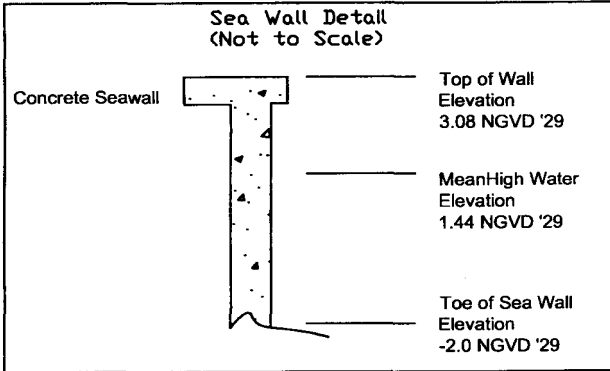
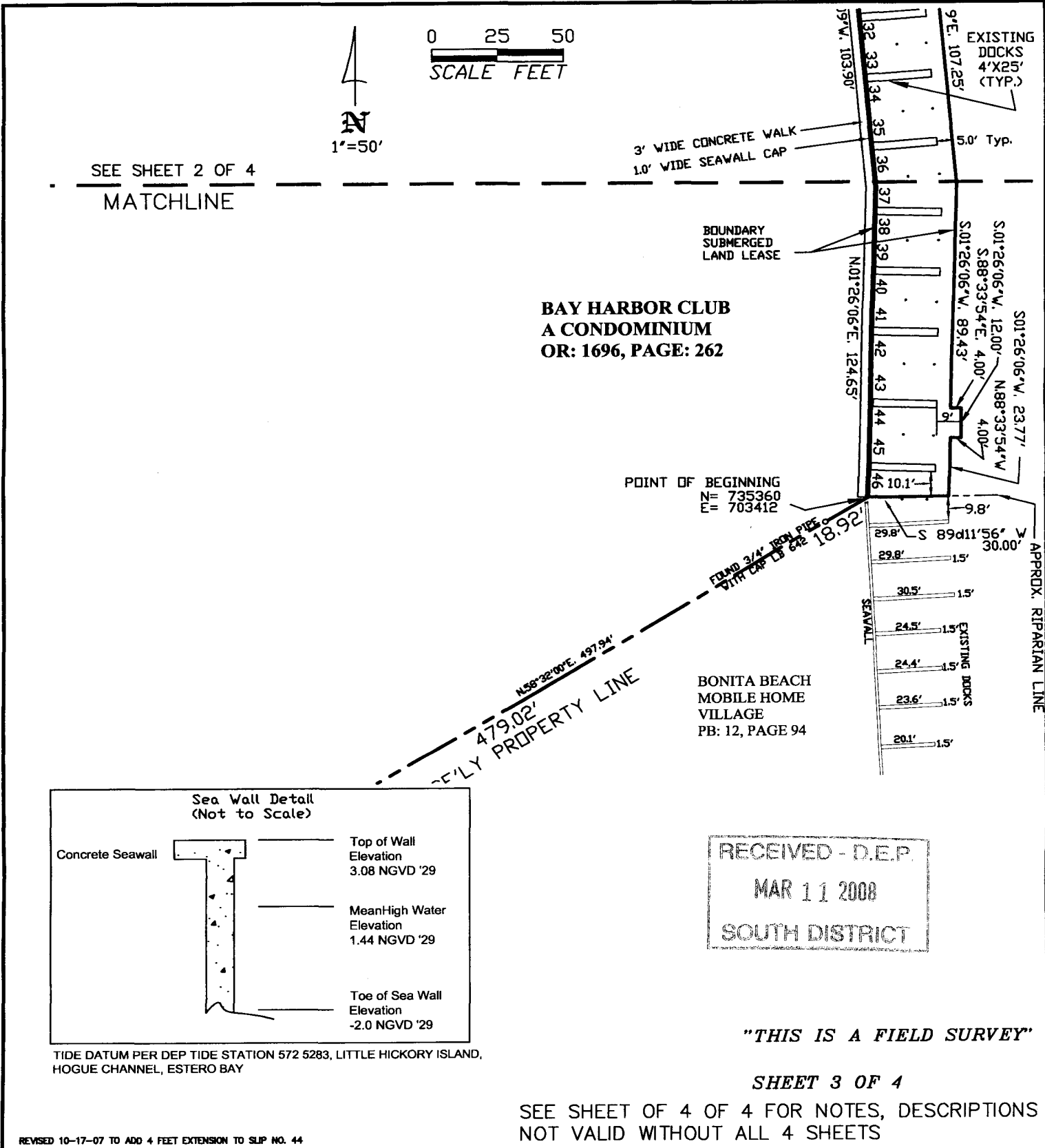
SPECIFIC PURPOSE SUBMERGED LAND  
 LEASE AREA SURVEY

SEE SHEET OF 4 OF 4 FOR NOTES, DESCRIPTIONS  
 NOT VALID WITHOUT ALL 4 SHEETS

Survey Date: 02/27/07  
 Job #: 07-0243.000  
 Drawn By: SLF



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 BAY HARBOR CLUB



TIDE DATUM PER DEP TIDE STATION 572 5283, LITTLE HICKORY ISLAND, HOGUE CHANNEL, ESTERO BAY

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SOUTH DISTRICT

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SHEET 3 OF 4

SEE SHEET OF 4 OF 4 FOR NOTES, DESCRIPTIONS  
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