

Acc. 8388.22

Batal Mc Rink
PO Box 1798
Englewood, FL
34295-1398

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
HIDEAWAY BAY BEACH CLUB,
A CONDOMINIUM

WHEREAS, Radnor/Gasparilla Corporation, a Delaware corporation ("Developer") recorded a certain Declaration of Condominium of Hideaway Bay Beach Club, a Condominium, dated December 21, 1987, on April 29, 1988, in Official Records Book 972, Page 725 et seq., Public Records of Charlotte County, Florida (the "Declaration of Condominium"); and

WHEREAS, the Declaration of Condominium established a condominium known as Hideaway Bay Beach Club, a Condominium (hereinafter referred to as the "Condominium" or "Hideaway Bay"), and submitted to condominium ownership as part of Hideaway Bay a certain 17.41 + acre tract of land together with three (3) residential buildings containing thirty-two (32) residential units and other improvements thereon ("Phase I"); and

WHEREAS, pursuant to an agreement between the Board of Trustees of the Internal Improvement Trust Fund and Developer, the existing North Dock (as defined in the Declaration of Condominium), a common element, is to be removed, the existing Ferry Dock, (as defined in the Declaration of Condominium), a common element, is to be lengthened and the existing South Dock (as defined in the Declaration of Condominium), a common element, is to be extended, reconstructed and reconfigured to accommodate a total of thirty-two (32) boat slips; and

WHEREAS, the record owners of all Units (as defined in the Declaration of Condominium) and the record owners of all liens on the Units have approved this Amendment to the Declaration of Condominium pursuant to Section 718.110, Florida Statutes.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration of Condominium is hereby amended as follows:

1. The first paragraph of the Declaration of Condominium is hereby amended by (a) deleting the words "four docks" appearing on the fifteenth (15th) line and replacing them with the words "three docks, buoys adjacent to the South Dock along the sea grass line"; and (b) deleting the words "North & South docks" appearing on the twenty-first (21st) line and replacing them with the words "South dock".

2. Article I of the Declaration of Condominium of Hideaway Bay Beach Club is hereby amended by adding an additional sentence at the end of the first paragraph as follows:

"Developer has entered into two (2) sovereignty submerged land leases relating to the Ferry Dock and the South Dock, copies of which are attached hereto as Exhibits "III-1" and "III-2", respectively, and made a part hereof (collectively, the "Dock Leases"), which run for ten (10) year terms.

The Dock Lease relating to the South Dock provides, inter alia, the following:

'The Lessee [Radnor/Gasparilla Corporation] is hereby authorized to construct and operate exclusively a

This Instrument Prepared By:

Matthew J. Comisky, Esquire
Blank, Rome, Comisky & McCauley
1200 Four Penn Center Plaza
Philadelphia, PA 19103

RECORD VERIFIED - Barbara T. Scott, Clerk
JEAN JONES
By _____ D.C.

REC'D APR 26 1990

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multi-family private residential docking facility at the Hideaway Bay [Beach Club, a] Condominium ("South Dock") as described on Attachment "A" [to the Dock Lease relating to the South Dock]. The preemption area depicted on Exhibit "A" [to the Dock Lease relating to the South Dock] and described above is based upon the average use of the 32 boat slips by equal numbers of 21' and 17' boats. The parties [to the Dock Lease relating to the South Dock] understand and agree that the preemption area is based upon an average use and that it may not accurately reflect the actual usage of the slips at any given point in time.' [Bracketed material added for clarification.]

Notwithstanding any language to the contrary in the Dock Leases, the Board of Trustees of the Internal Improvement Trust Fund, State of Florida (the "Trust"), has agreed that (i) the Dock Leases may be assigned once by Developer to any third party and again by Developer's assignee to the Association or any successor condominium association; (ii) the Trust will not withhold its consent to any such assignment of either or both of the Dock Leases unless Developer or its assignee is in default of its lease obligations under the particular Dock Lease at the time of the assignment; and (iii) the Dock Leases will be renewed at the end of their respective initial ten year terms for a like period unless Developer or its assignee is in default of its lease obligations under the particular Dock Lease at the time of renewal. By its consent to the proposed Amendment to the Declaration of Condominium, the Association hereby agrees to accept any such assignment of either or both of the Dock Leases, and upon such assignment(s) to comply with and perform pursuant to the terms thereof. "Fl"

From the date hereof, the Association will pay lease fees for the Ferry Dock and the South Dock to the Trust pursuant to the Dock Leases in the approximate aggregate amount of \$2,043.44 for the first year of the Dock Leases, and approximately \$1,634.75 for each year subsequent to the first year.

Developer will place buoys along the seagrass lines as depicted on the scale drawing attached hereto as Exhibit "II". The Association will maintain the buoys placed by Developer along the sea grass lines as depicted on the Survey Exhibits attached hereto.

Developer has received Department of Environmental Regulation approvals and will place mooring pilings so as to secure the landing barge Developer employs in connection with any construction on the property. Developer may be required to build a barge landing ramp on the property if the Florida Department of Natural Resources determines that damage is occurring around the submerged lands around the landing site. If constructed, the barge landing ramp on the property will be built in accordance with the scale drawing attached hereto as Exhibit "II" and made a part hereof or in any other configuration mutually agreed upon by Developer and the Florida Department of Natural Resources. Once construction of the residential units and other amenities at Hideaway Bay have been completed, Developer will remove the barge landing ramp.

The property will be subject to a certain conservation easement in the form attached hereto as Exhibit "IV" which Developer will grant to the Trust. After construction of the Initial Slips and Final Slips is completed, Developer or its assign shall mitigate the damages it or its predecessors caused within the area of the conservation easement and to the sovereignty submerged lands. Such mitigation shall include, but will not be limited to, replanting of red and black mangroves, as appropriate, wherever they were damaged or cut,

and any other feasible restoration, at the discretion of the Bureau of Aquatic Preserves."

3. Article IV.A. of the Declaration of Condominium of Hideaway Bay Beach Club is hereby amended by deleting the words "four docks" in the ninth (9th) line and replacing them with the words "three docks".

4. Article IV.D.1.b. of the Declaration of Condominium of Hideaway Bay Beach Club is hereby deleted in its entirety and replaced with the following:

"b. Docking Facilities: There are three docks: the Ferry Dock, the South Dock and the Mainland Dock.

i. The Ferry Dock is designed to accommodate the ferry boat only. It is of timber and plank construction supported by wood pilings and there is also a concrete ramp. It has a floating end section. Its overall dimensions will be approximately 160.7 feet by 9 feet, with the most northern 30.8 feet of the Ferry Dock having a width of 17.8 feet, upon completion of the extension of the Ferry Dock in accordance with the scale drawing attached hereto as Exhibit "I" and made a part hereof.

ii. The South Dock presently has approximately 18 slips. The South Dock will be reconstructed, reconfigured and extended to encompass a total of 32 slips in accordance with the scale drawing attached hereto as Exhibit "I". Initially, only the first 20 slips on the South Dock will be constructed (the "Initial Slips"); when all future construction to obviate Developer's need to land a barge at the property is completed, the remainder of the 32 slips on the South Dock will be constructed (the "Final Slips"). The South Dock will be of timber and plank construction supported by wood pilings. The South Dock is shaped in the form of a "Y" with an extension on one side of the "Y" and its overall dimensions will be approximately 100 feet by 4 feet at the bottom of the "Y", by 10.3 feet by 3 feet on one side of the "Y", by 127.2 feet by 3 feet on the other side of the "Y", by 65.5 feet by 3 feet on the extension.

iii. The Mainland Dock will accommodate the ferry boat only. It is of timber and plank construction supported by wood pilings. It has a floating end section. It is a common element of the Condominium and is presently available to the Unit Owners, their guests and invitees. Its overall dimensions are about 118 feet by 9 feet 10 inches. There will be a screened sun shelter of approximately 400 square feet accommodating ten people located in this area.

iv. The Ferry Dock, the Initial Slips of the South Dock and the portion of the South Dock necessary to construct the Initial Slips will be common elements of the Condominium and will be available on or about December 31, 1990, depending upon the speed with which United States Army Corps of Engineers approvals are obtained. The remaining portion of the South Dock and the Final Slips will be common elements of the Condominium and will be available no later than seven (7) years from the recording of the Declaration of Condominium. Use of docks is subject to the Association Rules and Regulations.

5. Articles IV.D.2.e. and IV.D.2.f. of the Declaration of Condominium of Hideaway Bay Beach Club are hereby deleted in their entirety.

6. A new Article V E is hereby added to the Declaration of Condominium of Hideaway Bay Beach Club as follows:


"E. Amendment of Declaration regarding South Dock and Ferry Dock/Certificates of Surveyor. Upon substantial completion of all or any part of the South Dock and/or Ferry Dock, Developer shall be authorized to record one or more amendments to the Declaration, without obtaining the consent of any unit owner or owners or their respective mortgagees, which amendment(s) shall include (1) a certificate of a surveyor authorized to practice in the State of Florida stating that the construction of such dock(s) is substantially complete and (2) revised survey exhibits providing an accurate representation of the location and dimensions of such improvements."


7. The Survey Exhibits to the Declaration of Condominium of Hideaway Bay Beach Club are hereby amended to conform to the revised description of the commonly used docking facilities. Accordingly, the Survey Exhibits are hereby delated in their entirety and replaced in their entirety with pages 1 of 9 through 9 of 9, inclusive, attached hereto and made a part hereof.

IN WITNESS WHEREOF, Radnor/Gasparilla Corporation, a Delaware corporation, has caused this First Amendment to be duly executed as of the 20th day of April, 1990.

RADNOR/GASPARILLA CORPORATION,
a Delaware corporation

WITNESSES:


William M. Deane

By: 
JOHN H. LYONS, III
Vice President

[Corporate Seal]



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STATE OF FLORIDA :
COUNTY OF SARASOTA :

BEFORE ME, the undersigned authority, personally appeared JOHN H. LYONS, III, as Vice President of RADNOR/GASPARILLA CORPORATION, a Delaware corporation authorized to do business in Florida, to me well known to be the person described in and who executed the foregoing instrument and duly acknowledged before me that he executed such instrument as the free act and deed of said corporation.

WITNESS my hand and official seal at the County and State aforesaid, this 30th day of April, 1990.

Jane M. Conlee
Notary Public

[Notarial Seal]

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 13, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires:

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FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed upon it by the provisions of this First Amendment to Declaration of Condominium of Hideaway Bay Beach Club, a Condominium and the exhibits attached hereto.

IN WITNESS WHEREOF, HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed this 19th day of April, 1990.

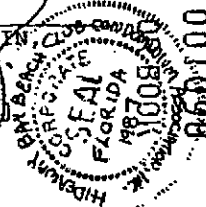
WITNESSES:

HIDEAWAY BAY BEACH CLUB
CONDOMINIUM ASSOCIATION, INC.

Martha J. McCammon

By: RUSSELL A. CURRIN
President

[Corporate Seal]



STATE OF FLORIDA :
COUNTY OF SARASOTA :

BEFORE ME, the undersigned authority, personally appeared Russell A. Currin as President of HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, to me well known to be the person described in and who executed the foregoing instrument and duly acknowledged before me that he executed such instrument as the free act and deed of said corporation.

WITNESS my hand and official seal at the County and State aforesaid, this 19th day of April, 1990.

Martha J. McCammon
Notary Public

[Notarial Seal]

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 20, 1991
Notary Public, State of Florida

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EXHIBIT "I"

Scale Drawing of South Dock and Ferry Dock

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SPECIFIC PURPOSE SURVEY

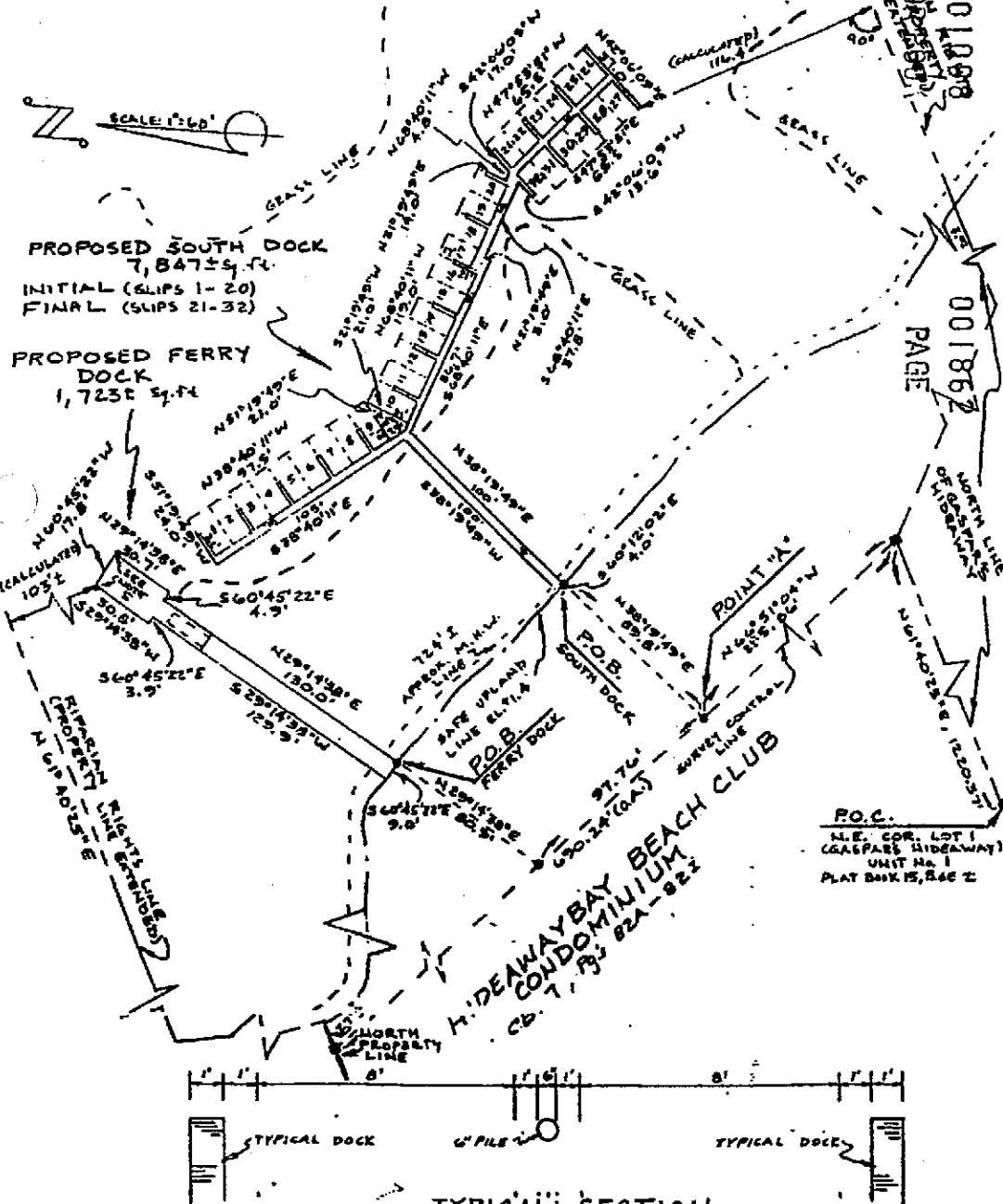
NOTES:

- ELEVATIONS SHOWN ARE BASED ON 1929 M.G.V.D.
- BEARINGS ARE BASED ON RECORDED PLAT OF GASPARI LAKES SUBDIVISION, PLAT BOOK 2, PAGE 24, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
- TOTAL PRE-EMPTED AREA OF PROPOSED SOUTH AND FERRY DOCKS EQUAL 9570 SQUARE FEET, MORE OR LESS.
- THE ADJACENT 1,000 FEET OF SHORELINE ON BOTH SIDES OF PROPERTY IS NATURAL.
- TWO PILES APPROX. 10" WIDE ARE NOT DESCRIBED, 2 & 1/4" MORE OR LESS HAVE BEEN ADDED TO THE TOTAL PRE-EMPTED AREA OF THE FERRY DOCK.

LEGEND:

- - IRON ROD FOUND
- - CONCRETE MONUMENT FOUND
- M.H.W. - MEAN HIGH WATER LINE
- APPROX. - APPROXIMATE
- M.G.V.D. - NATIONAL GEODETICAL VERTICAL DATUM
- EXIST. - EXISTING
- P.O.C. - POINT OF COMMENCEMENT
- CO. - CORNER
- P.B. - PLAT BOOK
- P. - PAGE
- N.D. - NUMBER
- S.F. - SQUARE FEET
- E.L. - ELEVATION
- P.O.B. - POINT OF BEGINNING
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST

O.A. - OVERALL DISTANCE
C.B. - CHORD BEARING



P.O.C.

N.E. COR. LOT 1
(GASPARI LAKES SUBDIVISION)
UNIT No. 1
PLAT BOOK 15, PAGE 2

SHT. 2 OF 2
JOB No. BCL-0604

B BISHOP & ASSOCIATES
Consulting Engineers & Surveyors
70 SANABOTA CENTER BLVD. SANABOTA, FLORIDA 32409
913/371-8092 • Fax 913/378-3218

NO.	DATE	DESCRIPTION
1	7-24-81	ADD FERRY DOCK (SURVEY)
2	7-24-81	SPECIFIC PURPOSE SURVEY
3	10-1-81	REVISE TO 32 DRY SLIPS
4	7-2-82	REVISE DOCK AND PRE-EMPTED AREA
5	6-11-82	DOCK SKETCH

EXHIBIT "I"

DESCRIPTION
OF
PREEMPTED AREA

TWO NON-CONTIGUOUS TRACTS OF SUBMERGED LAND ENCOMPASSING THE PROPOSED DOCKS AT HIDEAWAY BAY BEACH CLUB CONDOMINIUM AS RECORDED IN CONDOMINIUM BOOK 7, PAGES 82A THROUGH 82I, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, GASPAR'S HIDEAWAY UNIT NO. 1, AS RECORDED IN PLAT BOOK 15, PAGE 2, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 61°40'25" EAST, ALONG THE NORTH LINE OF SAID GASPAR'S HIDEAWAY UNIT NO. 1, 1,220.37 FEET; THENCE, LEAVING SAID NORTH LINE, NORTH 66°51'04" WEST, 255.86 FEET TO POINT "A"; THENCE NORTH 38°19'49" EAST, 89.8 FEET FOR THE POINT OF BEGINNING OF THE PROPOSED SOUTH DOCK; THENCE CONTINUE NORTH 38°19'49" EAST, 100.0 FEET; THENCE SOUTH 68°40'11" EAST, 86.7 FEET; THENCE NORTH 21°19'49" EAST, 3.0 FEET; THENCE SOUTH 68°40'11" EAST, 37.8 FEET; THENCE SOUTH 42°06'09" WEST, 13.6 FEET; THENCE SOUTH 47°53'51" EAST, 65.5 FEET; THENCE NORTH 42°06'09" EAST, 37.0 FEET; THENCE NORTH 47°53'51" WEST 65.5 FEET; THENCE SOUTH 42°06'09" WEST, 17.0 FEET; THENCE NORTH 68°40'11" WEST, 4.8 FEET; THENCE NORTH 21°19'49" EAST, 14.0 FEET; THENCE NORTH 68°40'11" WEST, 119.0 FEET; THENCE SOUTH 21°19'49" WEST, 21.0 FEET; THENCE NORTH 68°40'11" WEST, 3.4 FEET; THENCE NORTH 38°40'11" WEST, 7.9 FEET; THENCE NORTH 51°19'49" EAST, 21.0 FEET; THENCE NORTH 38°40'11" WEST, 97.5 FEET; THENCE SOUTH 51°19'49" WEST, 24.0 FEET; THENCE SOUTH 38°40'11" EAST, 103.0 FEET; THENCE SOUTH 38°19'49" WEST, 100.0 FEET; THENCE SOUTH 60°12'02" EAST, 4.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,847 SQUARE FEET MORE OR LESS.

THENCE RE-BEGINNING AT POINT "A", RUN NORTH 66°51'04" WEST, 97.76 FEET TO A POINT; THENCE RUN NORTH 29°14'38" EAST, 80.9 TO THE POINT OF BEGINNING OF THE PROPOSED FERRY DOCK; THENCE CONTINUE NORTH 29°14'38" EAST, 130.0 FEET; THENCE SOUTH 60°45'22" EAST, 4.9 FEET; THENCE NORTH 29°14'38" EAST, 30.7 FEET; THENCE NORTH 60°45'22" WEST, 17.8 FEET; THENCE SOUTH 29°14'38" WEST, 30.8 FEET; THENCE SOUTH 60°45'22" EAST, 3.9 FEET; THENCE SOUTH 29°14'38" WEST, 129.9 FEET; THENCE SOUTH 60°45'22" EAST, 9.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,723 SQUARE FEET MORE OR LESS.

THE ABOVE DESCRIBED TRACTS CONTAIN 9,570 SQUARE FEET MORE OR LESS.

WE HEREBY CERTIFY: THAT THIS SPECIFIC PURPOSE SURVEY AS RECENTLY PREPARED BY THE UNDERSIGNED, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 21 HH-6 OF THE FLORIDA ADMINISTRATIVE CODE.

BISHOP & ASSOCIATES
(L.B. NO. 128)
78 SARASOTA CENTER BOULEVARD
SARASOTA, FLORIDA 34240

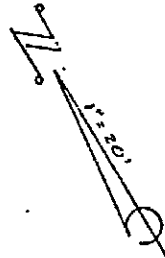
Alex S. Esber 7/6/89
ALEX S. ESBER DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4349

L574
PFL:pjg
07-17-89
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PROPOSED FERRY DOCK EXTENSION SKETCH

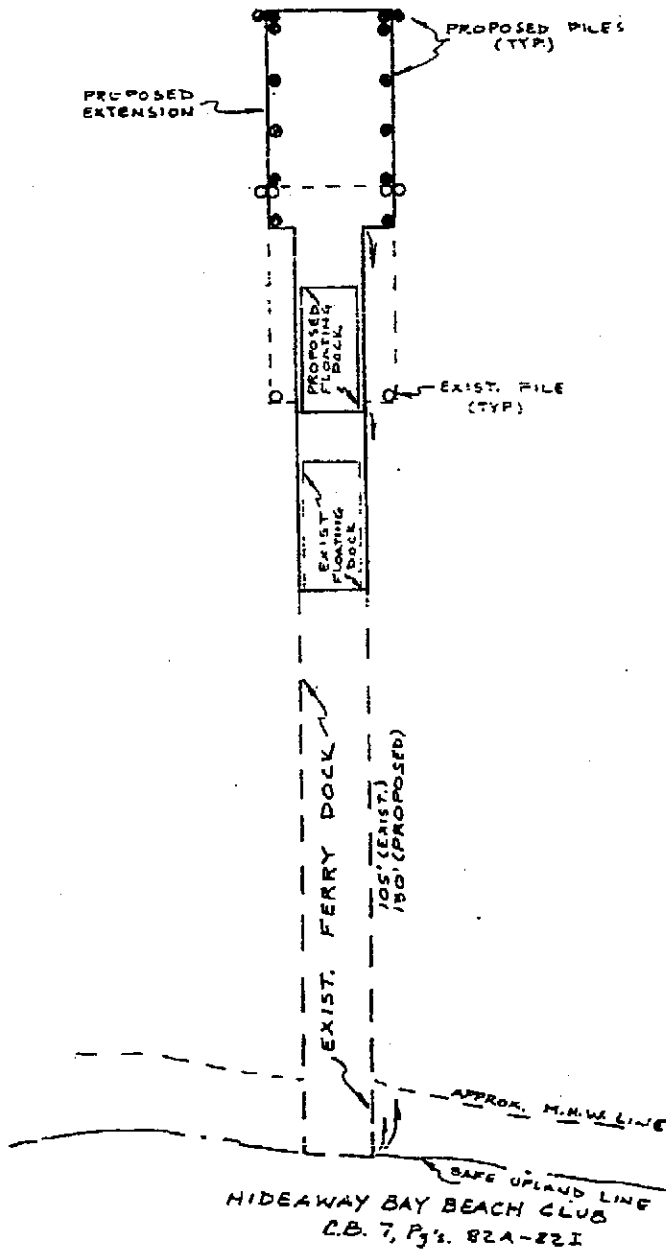
NOTES:

1. THIS SKETCH IS NOT A SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE RELATIONSHIP OF THE EXISTING FERRY DOCK AND ITS PROPOSED EXTENSION.
3. FOR ACTUAL LOCATION OF EXISTING FERRY DOCK, SEE BISHOP & ASSOC. SPECIFIC PURPOSE SURVEY (JOB No. BOCL-0004).



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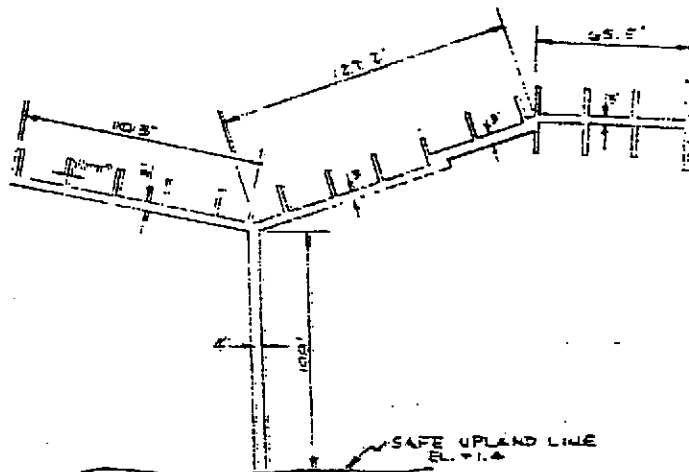


SHT. 1 OF 2

B
BISHOP & ASSOCIATES
Consulting Engineers • Surveyors
78 SARASOTA CENTER BLVD., SARASOTA, FLORIDA 34230
813/571-8042 • Fax 813/571-3712

REVISED	BY	DATE	DESCRIPTION
PL. 7-24-89			PROPOSED DOCK SKETCH

PROPOSED DOCKS AT HIDEAWAY BAY BEACH CLUB

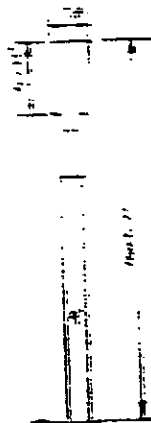


PROPOSED SOUTH DOCK

NOTES:
1. ALL DIMENSIONS ARE IN FEET.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

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DR DOCK

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PROPOSED FERRY DOCK

NOTE: THIS SKETCH IS NOT A SURVEY.

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BISHOP & ASSOCIATES
Consulting Engineers • Surveyors
18000 N. CENTRAL AVENUE, SUITE 200, FORT LAUDERDALE, FLORIDA 33305
© 1994 BISHOP & ASSOCIATES

NO.	DATE	DESCRIPTION
1	7-27-94	ISSUE DETAILS
2	8-1-94	REVISION

EXHIBIT "II"

Scale Drawing of Seagrass Lines for
Buoy Placement and Moor Piling Placement
for Landing Barge

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LANDING FOR HIDE-A-WAY BAY

CLONE

M.H. TIDE

Concrete
Foundation

6" x 12" WOOD
WOOD DECK

4 - 2" x 2" CONCRETE PILES

EXHIBIT "II"

16" x 36"
BARGE

STEEL PLATE
ON RAMPS

MOORING LINE

OPEN

12" x 12" W
EX-METAL
12" x 12" W

12" x 12" W
EXPANDED METAL
12" x 12" W

12"
31"

SCALE 3/4" = 1'

4/19/89

EXHIBIT "III-1"

Sovereignty Submerged Land Lease
for the South Dock

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Rec-350
This instrument prepared by:
Matthew J. Comisky, Esq.
Blank, Rome, Comisky & McCauley
Four Penn Center Plaza
Philadelphia, PA 19103

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

SOVEREIGNTY SUBMERGED LAND LEASE

No. 080009305-A

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

WITNESSETH: That for and in consideration of payment of the annual lease fee hereinafter provided, and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Board does hereby lease to Radnor/Gasparilla Corporation, hereinafter designed as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section(s) 22, Township 42 South, Range 20 East, in Charlotte County, containing 7847 square feet when the Initial and Final Slips, 32 slips in total are completed, more or less, of sovereignty lands, more particularly described and shown on Attachment A, dated June 29, 1989.

TO HAVE THE USE OF the hereinabove described premises for period of 10 years from October 1, 1989, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. The Lessee is hereby authorized to construct and operate exclusively a multi-family private residential docking facility at the Hideaway Bay Condominium ("South dock") as described in Attachment "A". The preemption area depicted on Exhibit "A" and described above is based upon the average use of the 32 boat slips by equal numbers of 21' and 17' boats. The parties understand and agree that the preemption area is based upon an average use and that it may not accurately reflect the actual usage of the slips at any given point in time.

Butel

RECORD VERIFIED - Barbara T. Scott, Clerk
A. Morgan
REC'D DEC 4 1989

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CHARLOTTE COUNTY

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2. The Lessee hereby agrees to pay an initial combined annual lease fee for both the South dock and that certain Ferry dock at the subject property pursuant to a separate lease executed simultaneously herewith, in the aggregate amount of \$2,043.44, plus a premium in consideration of a ten year lease in the amount of \$1,634.75, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, together with any additional balances due as determined by the Department of Natural Resources as agent for the Lessor pursuant to Chapter 18-21, Florida Administrative Code. The annual aggregate fee for the remaining years of the leases shall be \$1,634.75 adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Lessor will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Department of Natural Resources as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. The Lessee shall install and maintain a manatee informational display, in a location and of a format acceptable to the Marine Research Institute, informing boaters using the facility of the habitat and mannerisms of manatees and potential threat boats can impose on the continued existence of the endangered manatee. Additionally, the Lessee shall install and maintain manatee awareness signs, in locations and of a format acceptable to the Marine Research Institute, advising boaters to exercise extreme caution due to the presence of manatees in the area. The Lessee hereby accepts the responsibility to contact and comply with the requirements of the Marine Research Institute (100 Eighth Avenue, Southeast, St. Petersburg, Florida 33701-5095) prior to completion of construction of modifications to the leased facility. The Lessee also agrees to advise the Lessor upon completion of installation of the required signs and displays that said signs and displays have been installed and satisfy the requirements of the Marine Research Institute.

4. The Lessee shall ensure that all operators of vessels moored at this facility will be made aware of the danger boats can cause to the endangered manatee when the boat is operated above slow speeds when the vessel is in grass flats or areas shallower than four feet.

5. The Lessee shall install and maintain reflective markers and navigation lights (at all distant corners of the facility and at the ends of each pier) and shall operate said lights at night or when adverse weather occurs.

6. The Lessee shall prohibit any mooring, on either a temporary or permanent basis, at any location outside of the approved lease area.

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7. 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 payment verification purposes by the Board and/or its duly authorized agent.

8. For purposes of this lease, the Lessor and/or any other duly authorized agent of 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.

9. The Lessee agrees and shall provide upon request by the Lessor any and all information required from the previous year certified true and correct, needed to calculate the lease fee specified in paragraph two (2) above. The Lessor reserves the right to assess retroactively additional payments when the actual rental rates or total number of linear feet for rent, used to determine the annual payment, differs from the rental rates or total number of linear feet for rent, supplied by the Lessee.

10. The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees or other charges due hereunder which are not paid within 30 days of their due dates.

11. The Lessee, in accepting this lease, does hereby agree that no claim of title or interest to said lands hereinbefore described shall be made by reason of the occupancy or use thereof; that all title and interest to said land hereinbefore described are vested in the Board.

12. The lease granted to the named Lessee shall not be subleased, assigned or otherwise transferred without prior written consent of the Board or its duly authorized agent. Any sublease assignment or other transfer without prior written consent of the Board shall be null and void and without legal effect.

13. This lease is given to the Lessee to use or occupy the leased premises for those purposes specified herein. The Lessee shall, within ten days prior to any change in the approved use of the sovereignty lands or the associated upland activity, notify the Lessor in writing of the proposed changes whereupon the Lessor shall be authorized to adjust and prorate fees pursuant to Chapter 18.21, if applicable.

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14. This lease is subject to that certain Conservation Easement granted to the Department of Natural Resources on behalf of the Trustees of the Internal Improvement Trust Fund.

15. 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 he knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. The Lessee agrees to 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. This includes practices such as, but not limited to, placing sharpened spikes or nails on the tops of pilings to prevent pelicans from roosting. The Lessee agrees that the leased premises are subject to inspection by the Lessor or its designated agent at any reasonable time.

17. Within ten (10) days following completion of the construction of the approved structures, the Lessee shall submit to the Lessor an affidavit signed by a person properly certified by the Florida Board of Professional Land Surveyors, verifying that all structures and preempted activity area are located entirely within the area covered by this lease, and that the configuration is reasonably consistent with Attachment A.

18. The Lessee hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend and hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund and/or the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

19. Renewal of this lease shall be at the sole option of the Lessor. Such renewal will be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. The Lessee shall be allowed a 30-day grace period after expiration of this lease to apply in writing for a renewal. If the Lessee fails to apply for a renewal within the grace period, or in the event of the Board does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at his expense.

20. The Lessee agrees that upon expiration or cancellation of this lease, unless renewed, all permission granted to use,

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occupy and operate the facility, as described in item 1 of this lease, upon the lands as described in Attachment A shall cease and terminate.

21. If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises within 180 days after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Board, and the Board 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 item 19 or at such address on record as provided to the Lessor by the Lessee.

22. Any costs incurred by the Board in removal of said structures and equipment shall be paid for from the proceeds of sale of such structures and equipment. If funds derived from the sale of structures and equipment are insufficient to pay removal costs, the Board shall have, and is hereby granted, a lien upon the interest of the Lessee in its uplands enforceable in summary proceedings as by Law provided.

23. No failure, or successive failures, on the part of the Board to enforce any provision, nor any waiver or successive waivers on its part of any provisions herein, shall operate as discharge thereof or render the same inoperative or impair the right of the Board to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

24. That the Lessee, by acceptance of this lease, 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 provision and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, Lessor shall give notice in writing by certified mail to the Lessee. Upon receipt of such notice, the Lessee shall undertake to correct such noncompliance(s) or violations(s) for which the Lessor has given notice within thirty (30) days of receipt of the notice or the Lessor, at its option, shall be entitled to cancel this lease and, if cancelled, all of the above-described parcel of land shall revert to the Board. All costs, including attorneys' fees, incurred by the Board to enforce this provision shall be paid by the Lessee. The Lessee, by acceptance of this lease, agrees to accept service by certified mail of any notice required by Chapter 18-14, Florida Administrative Code, at the following address:

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John H. Lyons, III
Radnor/Gasparilla Corporation
Building No. 2
100 Matsonford Road
Radnor, PA 19087

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

25. The Lessee agrees to 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.

26. The Lessee agrees that no vessel required to be registered or titled under Florida law shall be allowed to moor or dock within, or otherwise use the leased area unless such vessel is registered or titled in accordance with Chapters 327 and 328, Florida Statutes.

27. The State Lands Supervisor, Bureau of Submerged Lands Management, shall be the Contract Manager.

28. The Lessee, at its own expense, shall record this lease and any subsequent approved renewal and/or modified leases in the official records of the county within which the lease site is located within ten (10) days after receipt of a fully executed copy of this lease, and shall provide the Lessor with a copy of the recorded lease indicating the book and page at which the lease is recorded.

29. NOTICE: The erection of any permanent or temporary structures, including but not limited to additions to the approved structures, fences, docks or pilings, or any structure whose use is not water-dependant, without consent or authority from the Board, shall be a violation of Chapter 253, Florida Statutes, and subject to administrative fines under Rule 18-14, Florida Administrative Code.

30. At all times during the term of this lease, the Lessee or its Assign shall maintain a fee simple or title interest in the upland property and if such interest is terminated, at the option of the Lessor, the lease may be terminated. Prior to sale and/or termination of the Lessee's fee simple or title interest in the upland property, Lessee agrees to inform any potential buyer of the Lessee's upland property and or title interest of this lease and all its terms and conditions and to complete and execute any documents reasonably required by the Lessor to effect an assignment of this lease, if consented to by the Lessor.

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Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which includes, but is not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

31. The Lessee hereby agrees not to 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.

32. Lessor and Lessee agree that Lessor has venue privilege as to any litigation arising from matters relating to this lease. Therefore, any such litigation between Lessor and Lessee shall be initiated only in Leon County, Florida.

33. This lease is the entire and only agreement between the parties except as modified by that certain Agreement of Settlement executed in that certain lawsuit styled, Board of Trustees of the Internal Improvement Trust Fund, State of Florida, et al. v. Russell A. Currin, et al., filed in the 20th Judicial Circuit, in and for Charlotte County, Florida, Case No. 88-935-JHS. Its provisions are not severable. Any amendment or modification to this lease must be in writing and must be accepted, acknowledged and executed by the Lessee and Lessor.

34. 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 Lessor.

(SEAL)

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

Sylvia Scott
Ellen Chris

BY: Edmund J. Conkle
for

Director, Division of State
Lands, Agent for the Board of
Trustees of the Internal
Improvement Trust Fund

STATE OF FLORIDA

COUNTY OF LEON

Before me personally appeared Edwin J. Conklin to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16th day of November, A.D., 1980.

APPROVED AS TO FORM AND LEGALITY:

Ronald V. Plante
DNR Attorney

Carolyn Thompson
DNR Contract Manager

(SEAL)

Joseph R. Cook
Notary Public
State of Florida - Large

My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 21, 1982
Record This Copy File: Landco Inc.

WITNESSES:

William M. Deane
Jeorgeline Miller

RADNOR/GASPARILLA CORPORATION

LESSEE

[Signature]
Original Authorized Signature

Vice President
Title of Executing Authority

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STATE OF FLORIDA

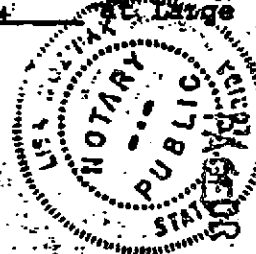
COUNTY OF HILLSBOROUGH

Before me personally appeared JOHN H. LYONS III
me well known and known to me to be the person who executed the
foregoing instrument, and acknowledged to and before me that
executed said instrument for the purposes therein
expressed.

WITNESS my hand and official seal, this 5TH day of
September, A.D., 1989.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAY 8, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS:

David W. Lyons
Notary Public
State of Florida



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ATTACHMENT "A"

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SPECIFIC PURPOSE SURVEY

NOTES:

1. ELEVATIONS SHOWN ARE BASED ON 1929 M.G.N.D.
2. BEARINGS ARE BASED ON RECORDED PLAT OF CASAPARILLA ESTATES SUBDIVISION, PLAT BOOK 2, PAGE 94, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
3. TOTAL PRE-EMPTED ARE OF PROPOSED SOUTH: AND FERRY DOCKS EQUAL 9570 SQUARE FEET, MORE OR LESS.
4. THE ADJACENT 100 FEET OF SHORELINE ON BOTH SIDES OF PROPERTY IS NATURAL.
5. TWO PILES APPROX. 10' WIDE ARE NOT DESCRIBED, 22.75' MORE OR LESS HAVING BEEN ADDED TO THE TOTAL PRE-EMPTED AREA OF THE FERRY DOCK.

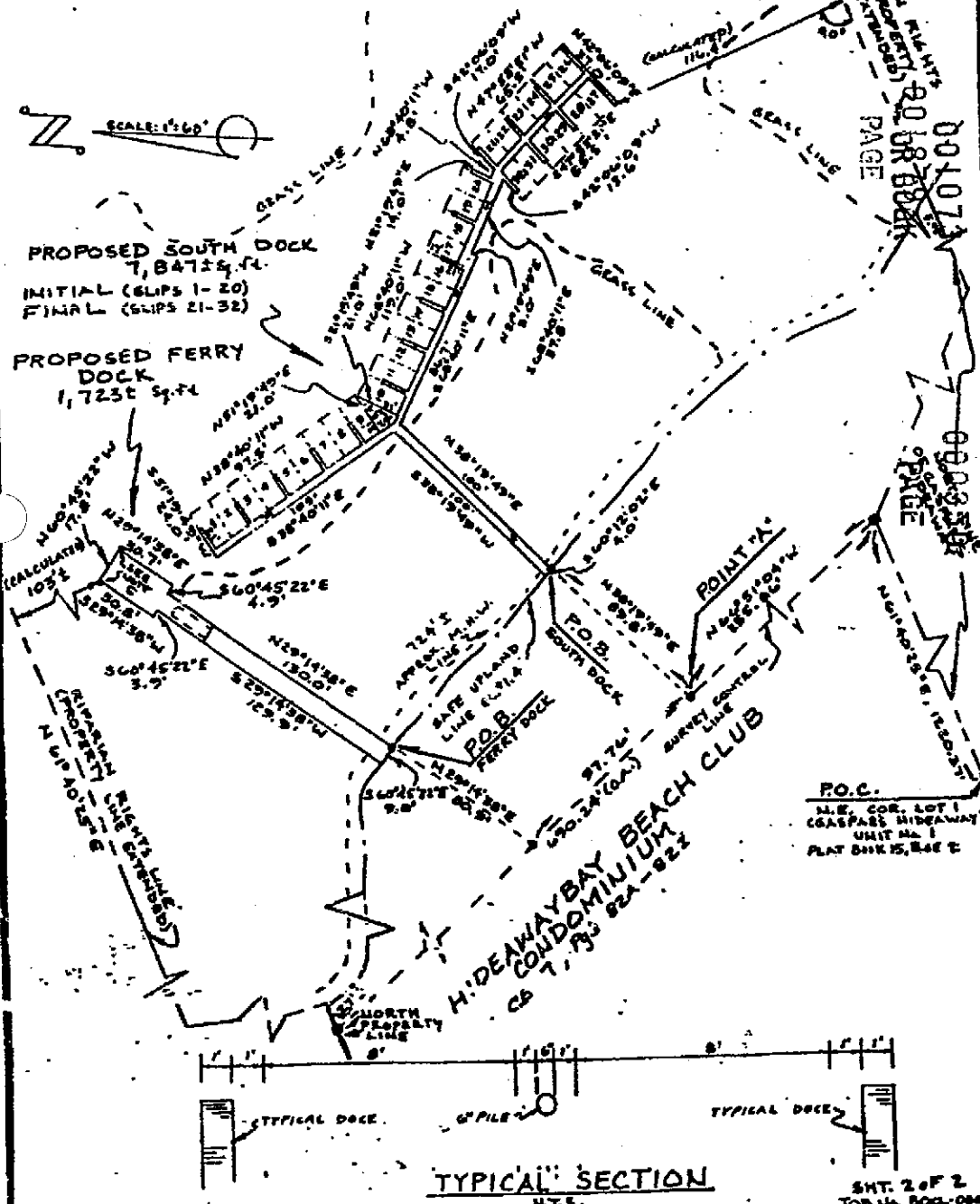
LEGEND:

B - IRON ROD FOUND
 C - CONCRETE MONUMENT FOUND.
 M.H.W. - MEAN HIGH WATER LINE
 APPX. - APPROXIMATE.
 N.G.V.D. - NATIONAL GEODETICAL
 VERTICAL DATUM.

EXIST. - EXISTING.
P.O.C. - POINT OF COMMENCEMENT.
COR. - CORNER
P.B. - PLAT BOOK
Pg. - PAGE
NB. - NUMBER
S.Q.F. - SQUARE FEET.
ELEV. - ELEVATION
P.O.B. - POINT OF BEGINNING
N - NORTH
S - SOUTH
E - EAST
W - WEST
O.A. - OVERALL DIMENSION
C.B. - CURBIMUM BITE

RECORDED
FILED
MAR 1909

O.A. - Overall Distance
C.B. - Combination Box



P.O.C.
N.E. COR. LOT 1
GASPAR'S HIDEAWAY
UNIT No. 1
FLAT BHK 15, B&E 2

5HT. 2 of 2
JON MA BOCL-0004

TYPICAL SECTION

BISHOP & ASSOCIATES
Consulting Engineers • Surveyors
12 SARASOTA CENTER BLVD. SARASOTA, FLORIDA 34236
813/371-8292 • Fax 813/371-3218

NO.	DATE	DESCRIPTION
1.	1-2-71	ADD FERRY DOCK (LIVE)
2.	1-7-71	SPECIFIC PURCHASE SURVEY
3.	1-13-71	LEAVE TO IT BOAT 21, 10
4.	1-1-71	REVISIT DOCK AND PRE-EMPTED AREA
5.	6-1-71	DOCK SKETCH
6.	1-1-71	DOCK SKETCH

DESCRIPTION
OF
PREEMPTED AREA

TWO NON-CONTIGUOUS TRACTS OF SUBMERGED LAND ENCOMPASSING THE PROPOSED DOCKS AT HIDEAWAY BAY BEACH CLUB CONDOMINIUM AS RECORDED IN CONDOMINIUM BOOK 7, PAGES 82A THROUGH 82I, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, GASPAR'S HIDEAWAY UNIT NO. 1, AS RECORDED IN FLAT BOOK 15, PAGE 2, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 61°40'25" EAST, ALONG THE NORTH LINE OF SAID GASPAR'S HIDEAWAY UNIT NO. 1, 1,220.37 FEET; THENCE, LEAVING SAID NORTH LINE, NORTH 66°51'04" WEST, 255.86 FEET TO POINT "A"; THENCE NORTH 38°19'49" EAST, 89.8 FEET FOR THE POINT OF BEGINNING OF THE PROPOSED SOUTH DOCK; THENCE CONTINUE NORTH 38°19'49" EAST, 100.0 FEET; THENCE SOUTH 68°40'11" EAST, 86.7 FEET; THENCE NORTH 21°19'49" EAST, 3.0 FEET; THENCE SOUTH 68°40'11" EAST, 37.8 FEET; THENCE SOUTH 42°06'09" WEST, 13.6 FEET; THENCE SOUTH 47°53'51" EAST, 65.5 FEET; THENCE NORTH 42°06'09" EAST, 37.0 FEET; THENCE NORTH 47°53'51" WEST 65.5 FEET; THENCE SOUTH 42°06'09" WEST, 17.0 FEET; THENCE NORTH 68°40'11" WEST, 4.8 FEET; THENCE NORTH 21°19'49" EAST, 14.0 FEET; THENCE NORTH 68°40'11" WEST, 119.0 FEET; THENCE SOUTH 21°19'49" WEST, 21.0 FEET; THENCE NORTH 68°40'11" WEST, 3.4 FEET; THENCE NORTH 38°40'11" WEST, 7.9 FEET; THENCE NORTH 51°19'49" EAST, 21.0 FEET; THENCE NORTH 38°40'11" WEST, 97.5 FEET; THENCE SOUTH 51°19'49" WEST, 24.0 FEET; THENCE SOUTH 38°40'11" EAST, 103.0 FEET; THENCE SOUTH 38°19'49" WEST, 100.0 FEET; THENCE SOUTH 60°12'02" EAST, 4.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,847 SQUARE FEET MORE OR LESS.

THENCE RE-BEGINNING AT POINT "A", RUN NORTH 66°51'04" WEST, 97.7 FEET TO A POINT; THENCE RUN NORTH 29°14'38" EAST, 80.9 TO THE POINT OF BEGINNING OF THE PROPOSED FERRY DOCK; THENCE CONTINUE NORTH 29°14'38" EAST, 130.0 FEET; THENCE SOUTH 60°45'22" EAST, 4.9 FEET; THENCE NORTH 29°14'38" EAST, 30.7 FEET; THENCE NORTH 60°45'22" WEST, 17.8 FEET; THENCE SOUTH 29°14'38" WEST, 30.8 FEET; THENCE SOUTH 60°45'22" EAST, 3.9 FEET; THENCE SOUTH 29°14'38" WEST, 129.9 FEET; THENCE SOUTH 60°45'22" EAST, 9.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,723 SQUARE FEET MORE OR LESS.

THE ABOVE DESCRIBED TRACTS CONTAIN 9,570 SQUARE FEET MORE OR LESS.

WE HEREBY CERTIFY: THAT THIS SPECIFIC PURPOSE SURVEY AS RECENTLY PREPARED BY THE UNDERSIGNED, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 21 HH-6 OF THE FLORIDA ADMINISTRATIVE CODE.

BISHOP & ASSOCIATES
(L.B. NO. 128)
78 SARASOTA CENTER BOULEVARD
SARASOTA, FLORIDA 34240

Alex S. Esber 7/6/89
ALEX S. ESBER DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4349

LS74
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EXHIBIT "III-2"

Sovereignty Submerged Land Lease
for the Ferry Dock

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Dec 35.8
This instrument prepared by:
Matthew J. Comisky
Blank, Rome, Comisky & McCauley
Four Penn Center Plaza
Philadelphia, PA 19103

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

SOVEREIGNTY SUBMERGED LAND LEASE

NO. 080009305-B

RECORD VERIFIED - Barbara T. Scott, Clerk
J. M. [Signature] D.C.

THIS LEASE is hereby issued by the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida, Lessor
hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the
annual lease fee hereinafter provided, and the faithful and
timely performance of and compliance with all terms and condi-
tions stated herein, the Board does hereby lease to
Radnor/Gasparilla Corporation, hereinafter designed as the
Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section(s) 22,
Township 42 South, Range 20 East, in Charlotte County,
containing 1721 square feet, more or less, of sovereignty lands,
more particularly described and shown on Attachment A, dated
July 13, 1989.

TO HAVE THE USE OF the hereinabove described premises for a
period of 10 years from October 1, 1989, the effective date of
this lease. The terms and conditions on and for which this lease
is granted are as follows:

1. The Lessee is hereby authorized to construct and
operate exclusively a Ferry dock at the Hideaway Bay Condominium
as shown and conditioned in Attachment "A".

2. The Lessee hereby agrees to pay an initial combined
annual lease fee for both the Ferry dock and that certain boat
dock ("South dock") at the subject property pursuant to a
separate lease executed simultaneously herewith, in the aggregate
amount of \$2,043.44, plus a premium in consideration of a ten
year lease in the amount of \$1,634.75, plus sales tax pursuant to
Section 212.031, Florida Statutes, if applicable, together with
any additional balances due as determined by the Department of
Natural Resources as agent for the Lessor pursuant to Chapter

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18-21, Florida Administrative Code. The aggregate annual fee for the remaining years of the leases shall be \$1,634.75 adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Lessor will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Department of Natural Resources as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. The Lessee shall install and maintain a manatee informational display, in a location and of a format acceptable to the Marine Research Institute, informing boaters using the facility of the habitat and mannerisms of manatees and potential threat boats can impose on the continued existence of the endangered manatee. Additionally, the Lessee shall install and maintain manatee awareness signs, in locations and of a format acceptable to the Marine Research Institute, advising boaters to exercise extreme caution due to the presence of manatees in the area. The Lessee hereby accepts the responsibility to contact and comply with the requirements of the Marine Research Institute (100 Eighth Avenue, Southeast, St. Petersburg, Florida 33701-5095) prior to completion of construction of modifications to the leased facility. The Lessee also agrees to advise the Lessor upon completion of installation of the required signs and displays that said signs and displays have been installed and satisfy the requirements of the Marine Research Institute.

4. The Lessee shall ensure that all operators of vessels moored at this facility will be made aware of the danger boats can cause to the endangered manatee when the boat is operated above slow speeds when the vessel is in grass flats or areas shallower than four feet.

5. The Lessee shall install and maintain reflective markers and navigation lights (at all distant corners of the facility and at the ends of each pier) and shall operate said lights at night or when adverse weather occurs.

6. The Lessee shall prohibit any mooring, on either a temporary or permanent basis, at any location outside of the approved lease area.

7. 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 payment verification purposes by the Board and/or its duly authorized agent.

8. For purposes of this lease, the Lessor and/or any other duly authorized agent of the Lessor is hereby specifically

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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.

9. The Lessee agrees and shall provide upon request by the Lessor any and all information required from the previous year, certified true and correct, needed to calculate the lease fee specified in paragraph two (2) above. The Lessor reserves the right to assess retroactively additional payments when the actual rental rates or total number of linear feet for rent, used to determine the annual payment, differs from the rental rates or total number of linear feet for rent, supplied by the Lessee.

10. The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees or other charges due hereunder which are not paid within 30 days of their due dates.

11. The Lessee, in accepting this lease, does hereby agree that no claim of title or interest to said lands hereinbefore described shall be made by reason of the occupancy or use thereof; that all title and interest to said land hereinbefore described are vested in the Board.

12. The lease granted to the named Lessee shall not be subleased, assigned or otherwise transferred without prior written consent of the Board or its duly authorized agent. Any sublease, assignment or other transfer without prior written consent of the Board shall be null and void and without legal effect.

13. This lease is given to the Lessee to use or occupy the leased premises for those purposes specified herein. The Lessee shall, within ten days prior to any change in the approved use of the sovereignty lands or the associated upland activity, notify the Lessor in writing of the proposed changes whereupon the Lessor shall be authorized to adjust and prorate fees pursuant to Chapter 18.21, if applicable.

14. The lease is subject to that certain Conservation Easement granted to the Department of Natural Resources on behalf of the Trustees of the Internal Improvement Trust Fund executed simultaneously herewith.

15. 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 he knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. The Lessee agrees to 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. This includes practices such as, but not limited to, placing sharpened spikes or nails on the tops of pilings to prevent pelicans from roosting. The Lessee agrees that the leased premises are subject to inspection by the Lessor or its designated agent at any reasonable time.

17. Within ten (10) days following completion of the construction of the approved structures, the Lessee shall submit to the Lessor an affidavit signed by a person properly certified by the Florida Board of Professional Land Surveyors, verifying that all structures and preempted activity area are located entirely within the area covered by this lease, and that the configuration is consistent with Attachment A.

18. The Lessee hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend and hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund and/or the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

19. Renewal of this lease shall be at the sole option of the Lessor. Such renewal will be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. The Lessee shall be allowed a 30-day grace period after expiration of this lease to apply in writing for a renewal. If the Lessee fails to apply for a renewal within the grace period, or in the event of the Board does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at his expense.

20. The Lessee agrees that upon expiration or cancellation of this lease, unless renewed, all permission granted to use, occupy and operate the facility, as described in item 1 of this lease, upon the lands as described in Attachment A shall cease and terminate.

21. If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises within 180 days after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Board, and the Board 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

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in item 19 or at such address on record as provided to the Lessor by the Lessee.

22. Any costs incurred by the Board in removal of said structures and equipment shall be paid for from the proceeds of sale of such structures and equipment. If funds derived from the sale of structures and equipment are insufficient to pay removal costs, the Board shall have, and is hereby granted, a lien upon the interest of the Lessee in its uplands enforceable in summary proceedings as by Law provided.

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

24. That the Lessee, by acceptance of this lease, 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 provision and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, Lessor shall give notice in writing by certified mail to the Lessee. Upon receipt of such notice, the Lessee shall undertake to correct such noncompliance(s) or violations(s) for which the Lessor has given notice within thirty (30) days of receipt of the notice or the Lessor, at its option, shall be entitled to cancel this lease and, if cancelled, all of the above-described parcel of land shall revert to the Board. All costs, including attorneys' fees, incurred by the Board to enforce this provision shall be paid by the Lessee. The Lessee, by acceptance of this lease, agrees to accept service by certified mail of any notices required by Chapter 18-14, Florida Administrative Code, at the following address:

John H. Lyons, III
Radnor/Gasparilla Corporation
Building No. 2
100 Matsonford Road
Radnor, PA 19087

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

25. The Lessee agrees to 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.

26. The Lessee agrees that no vessel required to be registered or titled under Florida law shall be allowed to moor or dock within, or otherwise use the leased area unless such vessel is registered or titled in accordance with Chapters 327 and 328, Florida Statutes.

27. The State Lands Supervisor, Bureau of Submerged Lands Management, shall be the Contract Manager.

28. The Lessee, at its own expense, shall record this lease and any subsequent approved renewal and/or modified leases in the official records of the county within which the lease site is located within ten (10) days after receipt of a fully executed copy of this lease, and shall provide the Lessor with a copy of the recorded lease indicating the book and page at which the lease is recorded.

29. NOTICE: The erection of any permanent or temporary structures, including but not limited to additions to the approved structures, fences, docks or pilings, or any structure whose use is not water-dependent, without consent or authority from the Board, shall be a violation of Chapter 253, Florida Statutes, and subject to administrative fines under Rule 18-14, Florida Administrative Code.

30. At all times during the term of this lease, the Lessee or its Assign shall maintain a fee simple or title interest in the upland property and if such interest is terminated, at the option of the Lessor, the lease may be terminated. Prior to sale and/or termination of the Lessee's fee simple or title interest in the upland property, Lessee agrees to inform any potential buyer of the Lessee's upland property and or title interest of this lease and all its terms and conditions and to complete and execute any documents reasonably 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 includes, but is not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

31. The Lessee hereby agrees not to 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.

32. Lessor and Lessee agree that Lessor has venue privilege as to any litigation arising from matters relating to this lease.

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Therefore, any such litigation between Lessor and Lessee shall be initiated only in Leon County, Florida.

33. This lease is the entire and only agreement between the parties except as modified by that certain Agreement of Settlement executed in that certain lawsuit styled, Board of Trustees of the Internal Improvement Trust Fund, State of Florida, et al. v. Russell A. Currin, et al., filed in the 20th Judicial Circuit, in and for Charlotte County, Florida, Case No. 88-935-JHS. Its provisions are not severable. Any amendment or modification to this lease must be in writing and must be accepted, acknowledged and executed by the Lessee and Lessor.

34. 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 Lessor.

(SEAL)

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

Lynne Scott
Ellen Chavis

BY:

Edwin J. Connel
Director, Division of State
Lands, Agent for the Board of
Trustees of the Internal
Improvement Trust Fund

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STATE OF FLORIDA

COUNTY OF LEON

Before me personally appeared Edwin J. Conklin to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16th day of November, A.D., 19 84.

APPROVED AS TO FORM AND LEGALITY:

Harold J. Plante
DNR Attorney

Carolyn Thompson
DNR Contract Manager

(SEAL)

Jessie R. Cook
Notary Public
State of Florida at Large
My Commission Expires 10/1/85
Notary Public, State of Florida
My Commission Expires July 14, 1992
Revised Then Try File: Success Map

WITNESSES:

William M. Dem
Regina Miller

RADNOR/GASPARILLA CORPORATION

LESSEE
[Signature]
Original Authorized Signature
Vice President
Title of Executing Authority

STATE OF FLORIDA

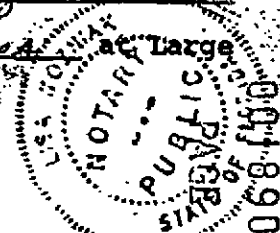
COUNTY OF HILLSBOROUGH

Before me personally appeared Orlando H. Lyons III
me well known and known to me to be the person who executed the
foregoing instrument, and acknowledged to and before me that
executed said instrument for the purposes therein
expressed.

WITNESS my hand and official seal, this 5th day of
September, A.D., 19 89.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 8, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

David W. Wymore
Notary Public
State of Florida at Large



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ATTACHMENT "A"

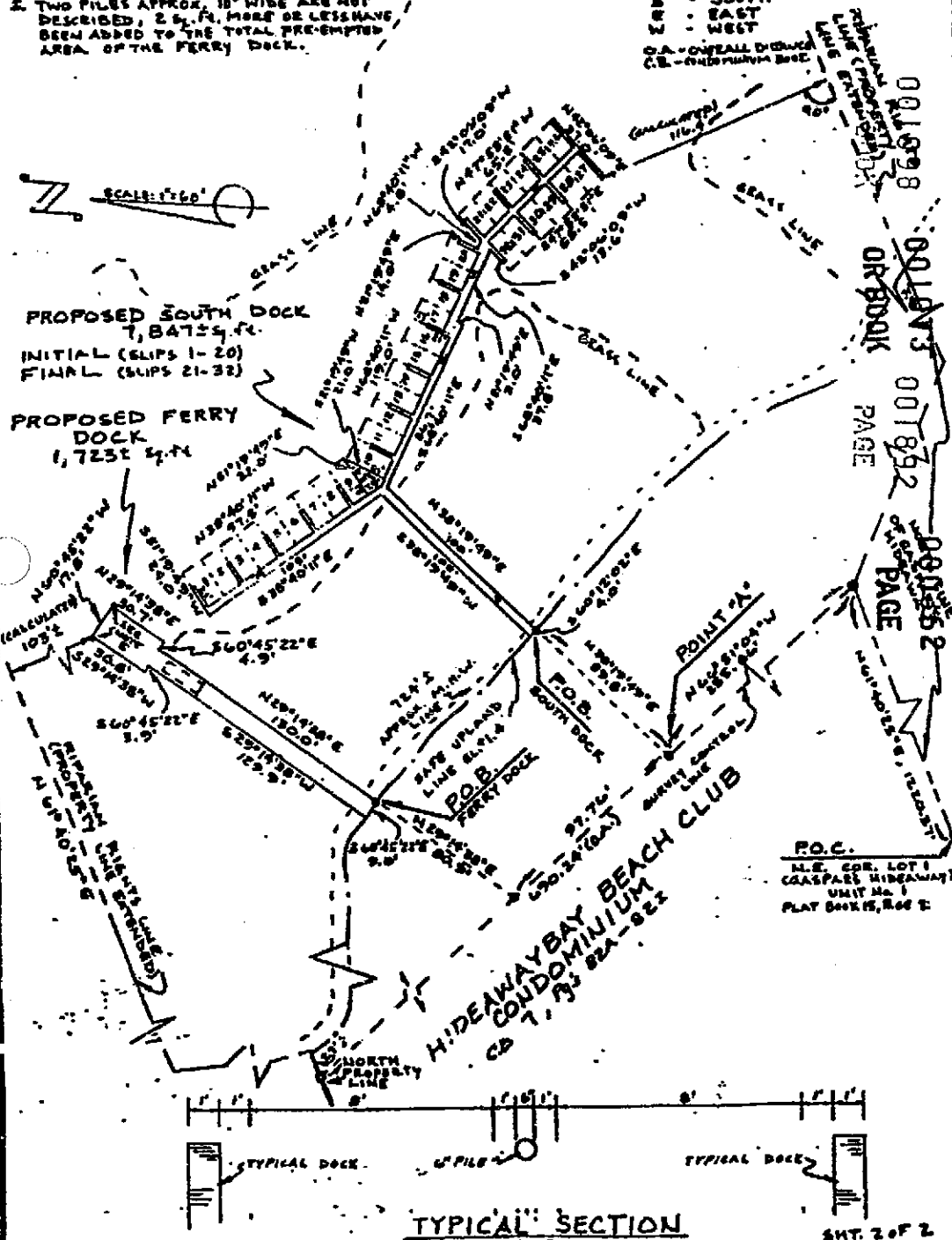
SPECIFIC PURPOSE SURVEY:

NOTES:

- ELEVATIONS SHOWN ARE BASED ON 1929 M.G.V.D.
1. BEARINGS ARE BASED ON RECORDED PLAT OF CASPARILLA ESTATES SUBDIVISION, PLAT BOOK 2, PAGE 94, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
 2. TOTAL PRE-EMPTED ARE OF PROPOSED SOUTH : AND FERRY DOCKS EQUAL 3370 SQUARE FEET, MORE OR LESS.
 3. THE ADJACENT 1,500 FEET OF SHORELINE ON BOTH SIDES OF PROPERTY IS NATURAL.
 4. TWO FILES APPROX. 18" WIDE ARE NOT DESCRIBED, 2 E.F. MORE OR LESS HAVE BEEN ADDED TO THE TOTAL PRE-EMPTED AREA OF THE FERRY DOCK.

LEGEND:

- I - IRON ROD FOUND
 C.M. - CONCRETE MONUMENT FOUND.
 M.H.W. - MEAN HIGH WATER LINE
 APPROX. - APPROXIMATE.
 N.C.N.D. - NATIONAL GEODETIICAL
 - VERTICAL DATUM.
 EXIST. - EXISTING.
 P.O.C. - POINT OF COMMENCEMENT.
 COR. - CORNER
 F.B. - PLAT BOOK
 PG. - PAGE
 NO. - NUMBER
 S.F.T. - SQUARE FEET.
 ELEV. - ELEVATION.
 POS. - POINT OF BEGINNING.
 N - NORTH
 S - SOUTH
 E - EAST
 W - WEST
 O.A. - OVERALL DIMENSION
 C.E. - CENTERLINE BEC. - THIS IS A CURVED LINE



P.O.C.

N.E. COR. LOT 1
CASPARE HIDEAWAY
UNIT No. 1
PLAT BOOK 15, PAGE 2

TYPICAL SECTION

PAGE 2 OF 2

JOB No. 800-0004

BISHOP & ASSOCIATES
Consulting Engineers • Surveyors
70 SARASOTA CENTER BLVD. SARASOTA, FLORIDA 34208
813/551-8202 • Fax 813/551-2815

PL	7-2-81	ADD FREEZING SURVEY
PL	7-17-81	SPECIFIC FURTHER SURVEY
PL	10-1-81	REVISE TO 25 DENT 2512
PL	7-2-81	REVISE BACK AND PRE-IMPACT AREA
PL	6-17-81	BACK SECTION
BY	DAK	DEFINITION

DESCRIPTION
OF
PREEMPTED AREA

TWO NON-CONTIGUOUS TRACTS OF SUBMERGED LAND ENCOMPASSING THE PROPOSED DOCKS AT HIDEAWAY BAY BEACH CLUB CONDOMINIUM AS RECORDED IN CONDOMINIUM BOOK 7, PAGES 82A THROUGH 82I, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, GASPAR'S HIDEAWAY UNIT NO. 1, AS RECORDED IN PLAT BOOK 15, PAGE 2, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 61°40'25" EAST, ALONG THE NORTH LINE OF SAID GASPAR'S HIDEAWAY UNIT NO. 1, 1,220.37 FEET; THENCE, LEAVING SAID NORTH LINE, NORTH 66°51'04" WEST, 255.86 FEET TO POINT "A"; THENCE NORTH 38°19'49" EAST, 89.8 FEET FOR THE POINT OF BEGINNING OF THE PROPOSED SOUTH DOCK; THENCE CONTINUE NORTH 38°19'49" EAST, 100.0 FEET; THENCE SOUTH 68°40'11" EAST, 86.7 FEET; THENCE NORTH 21°19'49" EAST, 3.0 FEET; THENCE SOUTH 68°40'11" EAST, 37.8 FEET; THENCE SOUTH 42°06'09" WEST, 13.6 FEET; THENCE SOUTH 47°53'51" EAST, 65.5 FEET; THENCE NORTH 42°06'09" EAST, 37.0 FEET; THENCE NORTH 47°53'51" WEST 65.5 FEET; THENCE SOUTH 42°06'09" WEST, 17.0 FEET; THENCE NORTH 68°40'11" WEST, 4.8 FEET; THENCE NORTH 21°19'49" EAST, 14.0 FEET; THENCE NORTH 68°40'11" WEST, 119.0 FEET; THENCE SOUTH 21°19'49" WEST, 21.0 FEET; THENCE NORTH 68°40'11" WEST, 3.4 FEET; THENCE NORTH 38°40'11" WEST, 7.9 FEET; THENCE NORTH 51°19'49" EAST, 21.0 FEET; THENCE NORTH 38°40'11" WEST, 97.5 FEET; THENCE SOUTH 51°19'49" WEST, 24.0 FEET; THENCE SOUTH 38°40'11" EAST, 103.0 FEET; THENCE SOUTH 38°19'49" WEST, 100.0 FEET; THENCE SOUTH 60°12'02" EAST, 4.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,847 SQUARE FEET MORE OR LESS.

THENCE RE-BEGINNING AT POINT "A", RUN NORTH 66°51'04" WEST, 97.78 FEET TO A POINT; THENCE RUN NORTH 29°14'38" EAST, 80.9 TO THE POINT OF BEGINNING OF THE PROPOSED FERRY DOCK; THENCE CONTINUE NORTH 29°14'38" EAST, 130.0 FEET; THENCE SOUTH 60°45'22" EAST, 4.9 FEET; THENCE NORTH 29°14'38" EAST, 30.7 FEET; THENCE NORTH 60°45'22" WEST, 17.8 FEET; THENCE SOUTH 29°14'38" WEST, 30.8 FEET; THENCE SOUTH 60°45'22" EAST, 3.9 FEET; THENCE SOUTH 29°14'38" WEST, 129.9 FEET; THENCE SOUTH 60°45'22" EAST, 9.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,723 SQUARE FEET MORE OR LESS.

THE ABOVE DESCRIBED TRACTS CONTAIN 9,570 SQUARE FEET MORE OR LESS.

WE HEREBY CERTIFY:

THAT THIS SPECIFIC PURPOSE SURVEY AS RECENTLY PREPARED BY THE UNDERSIGNED, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 21 HH-6 OF THE FLORIDA ADMINISTRATIVE CODE.

BISHOP & ASSOCIATES
(L.B. NO. 128)
78 SARASOTA CENTER BOULEVARD
SARASOTA, FLORIDA 34240

Alex S. Esber 7/6/89
ALEX S. ESBER DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4349

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PFL:pjg
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EXHIBIT "IV"
Conservation Easement

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Documentary Tax Pd. 1.55
Intangible Tax Pd. 1.55
Barbara T. Scott, Clerk Charlotte County
By [Signature]

This instrument prepared by:
Matthew J. Comisky, Esq.
Blank, Rome, Comisky & McCauley
Four Penn Center Plaza
Philadelphia, PA 19103

DEED OF CONSERVATION EASEMENT

To all future owners of the following described property, or any part or parcel thereof, located in Charlotte County, Florida.

THIS DEED OF CONSERVATION EASEMENT is made this 14th day of August, 1989, by Radnor/Gasparilla Corporation, Radnor, PA 19087 ("Grantor"), in favor of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Grantee" or "Trustees").

WHEREAS, Grantor is the owner of certain lands situated in Charlotte County, hereinafter referred to as the "Property," more specifically described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Grantor desires to construct and reconstruct a 32 Slip Multi-Family Docking facility including a Ferry dock South dock preempting sovereignty submerged lands, and reconstruction of said 32 Slip Multi-Family Docking facility is contingent upon consent by the Trustees through the Department of Natural Resources, and

WHEREAS, the Grantor, in consideration of the consent of the Trustees, is agreeable to and desirous of establishing and securing the enforcement of a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1983) ("Conservation Easement").

NOW THEREFORE, in consideration of the issuance of said consent to construct and reconstruct a 32 Slip Multi-Family Docking facility including an extended Ferry dock and reconfigured South dock, there is created, declared and established a Conservation Easement upon so much of the Property as is above described, which shall run with the land and be binding upon the Grantor, its successors and assigns as follows:

1. It is the purpose of this Conservation Easement to assure that no structures for water dependent activities shall be constructed, placed or maintained on the property or the adjacent submerged lands other than the docking facility depicted in Exhibit "B" and those structures necessary or incidental to the construction or reconstruction of the docking facilities

RECORD VERIFIED, Barbara T. Scott, Clerk

By [Signature]

REC'D DEC 4 1989

89DEC-4 1420

RECORDED

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CHARLOTTE COUNTY

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including the Ferry Dock, the South Dock, the Initial and Final Slips, and the barge landing ramp if the landing ramp is required and maintenance of the reconstructed docks. The term "water dependent activities" shall mean those activities which can be conducted on, in, over, or adjacent to water areas because the activity requires direct access to the water body or sovereignty lands for transportation, recreation, energy production or transmission, or source of water, and where the use of water sovereignty lands is an integral part of the activity. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

(a) To identify, preserve, protect and, in consultation with and with the approval of Grantor, enhance the natural, scenic, and ecological features of the Property, including, without limitation, topography, soil, water, vegetation and wildlife;

(b) To enter upon the Property at reasonable times upon prior notice and with the prior approval of Grantor, its successors and assigns, which approval shall not be unreasonably withheld, to enforce the rights herein granted and to observe, study and make scientific observations of the Property, in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor, its successors or assigns at the time of such entry; and,

(c) To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any activity or use of the property that is inconsistent with this Conservation Easement.

2. This Conservation Easement is subject to a '30 foot wide non-exclusive emergency vehicle access easement granted to Charlotte County, pursuant to a requirement under the preliminary plan approval for Hideaway Bay for access to the property in the event of an emergency, recorded in O.R. Book 907, Page 513, of the Public Records of Charlotte County.

3. Grantors state that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices are inconsistent with the purpose of this Conservation Easement and are, therefore, prohibited by it:

(a) Construction or placing of buildings, roads, signs, billboards, or other advertising, docks, piers, utilities or other structures on or above the property other than the 32 Slip Multi-Family Docking Facility consisting of a reconstructed Ferry dock and South dock, including Initial Slips (approximately 20) and Final Slips (approximately 12) to be separately constructed and a barge landing ramp and other modifications required in connection with the construction or maintenance of the docking facilities;

(b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;

(c) Removal or destruction of native trees, shrubs, seagrasses or other vegetation, except for trimming, removal or destruction as has been or may be permitted by the Department of Environmental Regulation and the Department of Natural Resources and/or as may be required in connection with the re-construction of the 32 Slip Multi-Family Docking Facility including the removal of the North dock, the reconstructed Ferry dock, the South dock, Initial and Final Slips, and the barge landing ramp if the landing ramp is required and maintenance of the reconstructed docks;

(d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance except as may be required in connection with the construction and maintenance of the 32 Slip Multi-Family Docking Facility including the reconstructed Ferry dock, the South dock, Initial and Final Slips, and the barge landing ramp;

(e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation except as may be required in

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connection with the construction and maintenance of the 32 Slip Multi-Family Docking Facility including the reconstructed Ferry dock, the South dock, Initial and Final Slips, and the barge landing ramp.

The restrictions described in (a) through (e) above shall not apply to activities or construction designed to provide reasonable access from the Owner's upland and general public to the Ferry dock and the 32 Slip Multi-Family South docking facilities, including the reconstructed Ferry dock, the South dock, Initial and Final Slips, and the barge landing ramp constructed or to be constructed along and originating from the shoreline of the Grantor's property.

4. Grantor reserves to itself its successors or assigns all rights as owners of the Property, including the right to engage in all uses of the Property that are not expressly prohibited herein.

5. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

6. No right of access as previously granted by easement to Charlotte County referenced herein in paragraph 2 is withdrawn or limited by this Conservation Easement.

7. Grantor agrees to bear all costs and liabilities related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom.

8. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.

9. Grantee agrees to pay all costs associated with its obligation to honor and defend the obligations of Grantors stated herein and to preserve and protect in perpetuity the natural, scenic, open space and ecological values of the Property, including any costs incurred in monitoring compliance with the terms of this conservation easement; however, Grantors agree to reimburse Grantee any costs incurred by Grantee in connection with the restoration of the Property necessitated by the

violation of the terms of this conservation easement by Grantor, its successors or assigns.

10. Grantor intends that enforcement of the terms and provisions of the Conservation Easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantors, its successors or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of any subsequent breach.

11. Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this Conservation Easement exclusively for conservation purposes.

12. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstance other than those as to which it is found to be invalid, shall not be affected thereby.

13. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest. For Grantor and Grantee, all notices shall be sent to:

Grantor

John H. Lyons, III
Radnor/Gasparilla Corporation
Building No. 2
100 Matsonford Road
Radnor, PA 19087

Grantee

Larry Wood
Bureau Chief
Bureau of Submerged
Lands Management
3900 Commonwealth Blvd.
Tallahassee, FL 32399

14. This conservation easement may be amended, altered, released or revoked only by written agreement between Grantor,

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its successors or assigns and the Trustees, through its appropriate agency, board or department its successors or assigns.

15. Grantor shall record this easement in the Charlotte County Public Records and shall provide DNR a copy of said recorded easement.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this grant shall not only be binding upon Grantor but also its agents, assigns and all other successors to them in interest, and shall continue as a servitude running with the Property.

IN WITNESS WHEREOF Grantor has hereunto set its hand on the day and year first above written.

Grantor:
Radnor/Gasparilla Corporation

By: John H. Lyons, III

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss.

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 5th day of September, by John H. Lyons, III on behalf of Radnor/Gasparilla Corporation for the purposes expressed therein.

WITNESS my signature and official seal this _____ day _____, A.D. 1989.

John H. Lyons, III
Notary Public
State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 8, 1993.
BONDED TRUE NOTARY PUBLIC UNDERWRITTEN.

(NOTARY SEAL)



GRANTEE:

STATE OF FLORIDA,
BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA,
and DEPARTMENT OF NATURAL
RESOURCES

Tom Gardner
Tom Gardner-Executive Director
Department of Natural Resources

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Approval as to Form and
Legality by:

Kenneth J. Plante
Kenneth J. Plante
General Counsel
Department of Natural Resources

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PAGE

STATE OF FLORIDA

COUNTY OF LEON

SS.

I HEREBY CERTIFY that the foregoing instrument was acknowledged
before me this 16th day of November by Tom Gardner, on behalf of the
Board of Trustees of the Internal Improvement Trust Fund, State of
Florida and the Department of Natural Resources.

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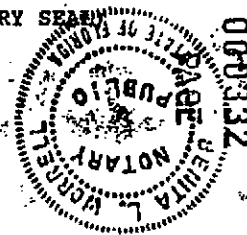
WITNESS my signature and official seal this 16th day of
November, A.D. 1989.

Berita L. Warrall
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 21, 1993
Bonded thru Tray Feltz - Insurance Inc.

(NOTARY SEAL)



STATE OF FLORIDA - DEPARTMENT
OF ENVIRONMENTAL REGULATION

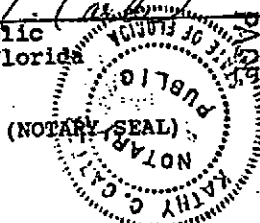
By: Agusta P. Palmer

STATE OF FLORIDA)
COUNTY OF) ss.

I HEREBY CERTIFY that the foregoing instrument was
acknowledged before me this 4th day of October, by
Agusta P. Palmer on behalf of the Department of Environmental
Regulation, State of Florida.

WITNESS my signature and official seal this 4th day of
October, A.D. 1989.

Kathy C. Carter
Notary Public
State of Florida



My Commission Expires:

01/18/90
E. Charlotte Esplan Sept. 3, 1989
Signed This Day September 3, 1989

inf8 RADNOR/GASPARILLA CORPORATION

By: _____

STATE OF FLORIDA)
COUNTY OF) ss.

I HEREBY CERTIFY that the foregoing instrument was
acknowledged before me this _____ day of _____, by
John H. Lyons, III on behalf of Radnor/Gasparilla Corporation for
the purposes expressed therein.

WITNESS my signature and official seal this _____
_____, A.D. 1989.

Notary Public
State of Florida

My Commission Expires: _____

(NOTARY SEAL)

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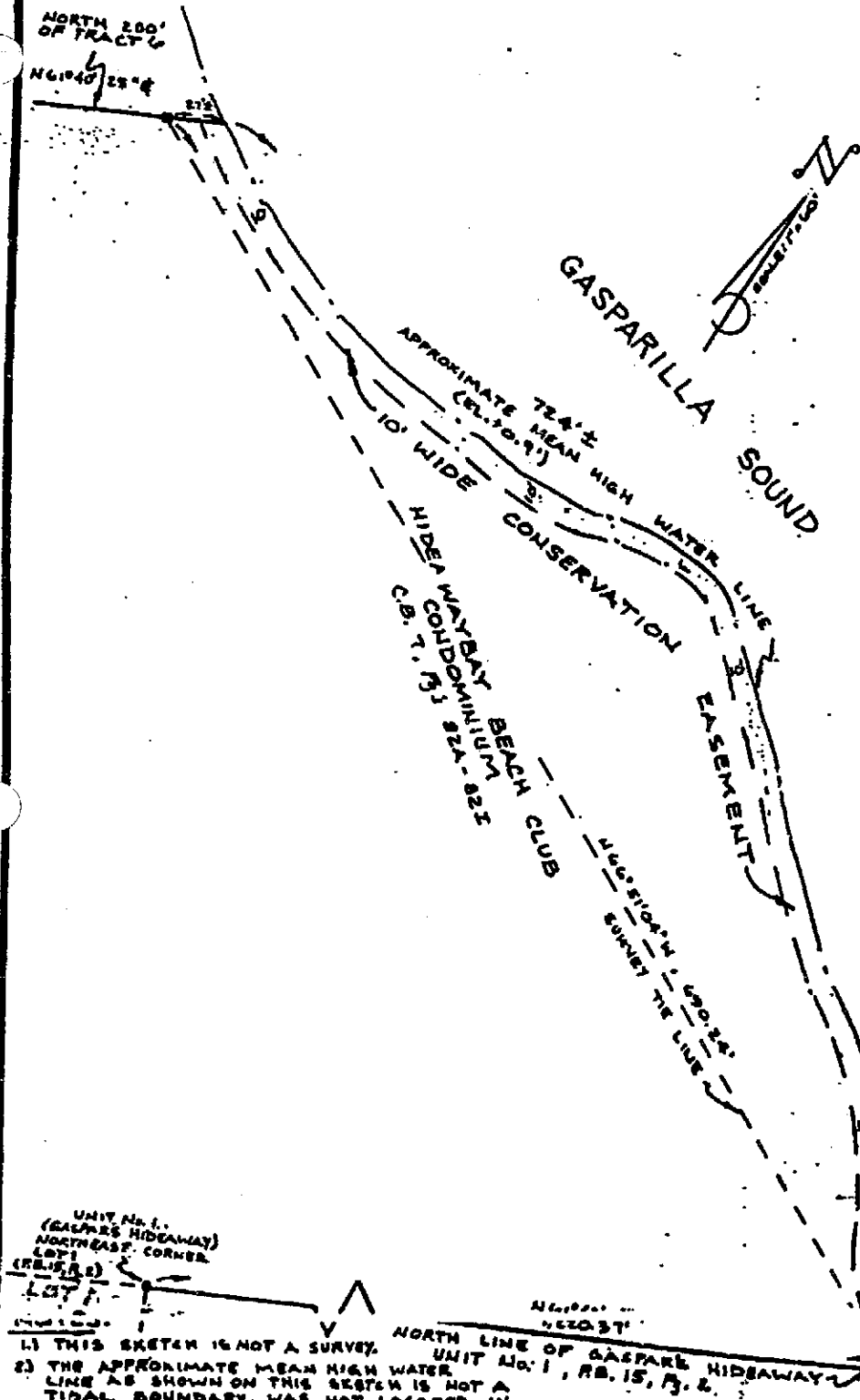
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EXHIBIT "A"

SKETCH AND DESCRIPTION



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UNIT No. 1.
(GASPARILLA HIDEAWAY)
NORTHEAST CORNER
LOT 1
(REMARKS)

- 1) THIS SKETCH IS NOT A SURVEY.
- 2) THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN ON THIS SKETCH IS NOT A TIDAL BOUNDARY, WAS NOT LOCATED IN ACCORDANCE WITH PROCEDURES SPECIFIED IN THE COASTAL MAPPING ACT OF 1974 (CHAPTER 177, PART II OF THE FLORIDA STATUTES) AND THE "RULES OF THE DEPARTMENT OF NATURAL RESOURCES" (CHAPTER 16-3 OF THE FLORIDA ADMINISTRATIVE CODE) AND IS NOT TO BE USED AS, REPRESENTED TO BE, OR BE ADMISSIBLE AS A TIDAL PROPERTY BOUNDARY LINE BEFORE ANY ADMINISTRATIVE BODY OR COURT OF LAW. THE APPROXIMATE MEAN HIGH WATER LINE HAS BEEN USED DUE TO IT BEING INCIDENTAL TO THE PURPOSE FOR WHICH THIS SKETCH HAS BEEN PREPARED.

SHT. 2 OF 2

B

BISHOP & ASSOCIATES
Consulting Engineers & Surveyors
70 SARASOTA CENTER BLVD. SARASOTA, FLORIDA 34236
813-571-4200 • FAX 813-571-2816

DATE: 10-15-97
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

DESCRIPTION

A (10 FEET WIDE) CONSERVATION EASEMENT, LYING WITHIN HIDEAWAY BAY BEACH CLUB CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 7, PAGES 82A THROUGH 82I, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10 FEET OF THE AFOREMENTIONED HIDEAWAY BAY BEACH CLUB CONDOMINIUM. THE EAST LINE OF SAID EASEMENT BEING COINCIDENT WITH THE MEAN HIGH WATER LINE OF GASPARILLA SOUND.

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CERTIFICATE OF SURVEYOR:

I, THE UNDERSIGNED, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES PER CHAPTER 21 HH-6, FLORIDA ADMINISTRATIVE CODE.

BISHOP & ASSOCIATES
78 SARASOTA CENTER BLVD.
SARASOTA, FLORIDA 34231

BY:

Alex S. Esber
ALEX S. ESBER
REGISTERED SURVEYOR #4349,
STATE OF FLORIDA

DATE:

7/25/89

THIS SKETCH IS NOT A SURVEY

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PFL:pjg
07-25-89

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EXHIBIT "B"

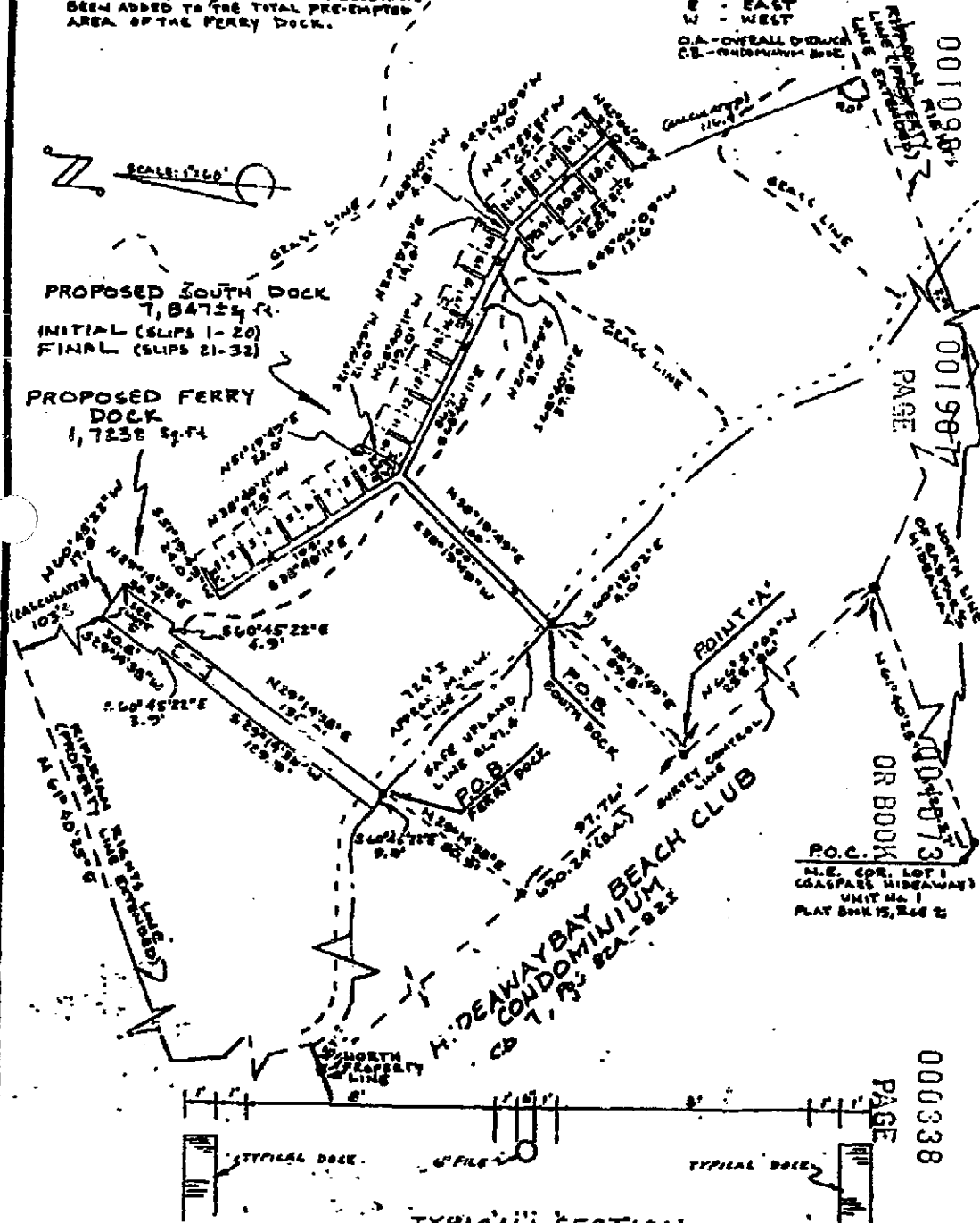
SPECIFIC PURPOSE SURVEY

NOTES:

- ELEVATIONS SHOWN ARE BASED ON 1929 M.G.V.D.
- BEARINGS ARE BASED ON RECORDED PLAT OF GALPARRILLA ESTATES SUBDIVISION, PLAT BOOK 2, PAGE 94, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
- TOTAL PRE-EMPTED ARE OF PROPOSED SOUTH AND FERRY DOCKS EQUAL 9370 SQUARE FEET, MORE OR LESS.
- THE ADJACENT 1,600 FEET OF SHORELINE ON BOTH SIDES OF PROPERTY IS NATURAL.
- TWO PILES APPROX. 18" WIDE ARE NOT DESCRIBED, 2 S.F. MORE OR LESS HAVE BEEN ADDED TO THE TOTAL PRE-EMPTED AREA OF THE FERRY DOCK.

LEGEND:

- IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- M.H.W. - MEAN HIGH WATER LINE
- APPROX. - APPROXIMATE
- N.G.V.D. - NATIONAL GEODETICAL VERTICAL DATUM
- EXIST. - EXISTING
- P.O.C. - POINT OF COMMENCEMENT
- COR. - CORNER
- P.B. - PLAT BOOK
- P. - PAGE
- N. - NORTH
- S. - SOUTH
- E. - EAST
- W. - WEST
- O.A. - OVERALL DIMENSION
- C.B. - CONDOMINIUM BOOK



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BISHOP & ASSOCIATES
Consulting Engineers & Surveyors
70 SANVICCA CENTER BLVD. SANAROTA, FLORIDA 32009
919271 EXT. 2 • FAX 919270 2010

1	1-25-1000 FERRY DOCK (SHOWN)
2	1-25-1000 FERRY DOCK (SHOWN)
3	1-25-1000 FERRY DOCK (SHOWN)
4	1-25-1000 FERRY DOCK (SHOWN)
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99	1-25-1000 FERRY DOCK (SHOWN)
100	1-25-1000 FERRY DOCK (SHOWN)

DESCRIPTION
OF
PREEMPTED AREA

TWO NON-CONTIGUOUS TRACTS OF SUBMERGED LAND ENCOMPASSING THE PROPOSED DOCKS AT HIDEAWAY BAY BEACH CLUB CONDOMINIUM AS RECORDED IN CONDOMINIUM BOOK 7, PAGES 82A THROUGH 82I, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, GASPAR'S HIDEAWAY UNIT NO. 1, AS RECORDED IN PLAT BOOK 15, PAGE 2, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 61°40'25" EAST, ALONG THE NORTH LINE OF SAID GASPAR'S HIDEAWAY UNIT NO. 1, 1,220.37 FEET; THENCE, LEAVING SAID NORTH LINE, NORTH 66°51'04" WEST, 255.86 FEET TO POINT "A"; THENCE NORTH 38°19'49" EAST, 89.8 FEET FOR THE POINT OF BEGINNING OF THE PROPOSED SOUTH DOCK; THENCE CONTINUE NORTH 38°19'49" EAST, 100.0 FEET; THENCE SOUTH 68°40'11" EAST, 86.7 FEET; THENCE NORTH 21°19'49" EAST, 3.0 FEET; THENCE SOUTH 68°40'11" EAST, 37.8 FEET; THENCE SOUTH 42°06'09" WEST, 13.6 FEET; THENCE SOUTH 47°53'51" EAST, 65.5 FEET; THENCE NORTH 42°06'09" EAST, 37.0 FEET; THENCE NORTH 47°53'51" WEST 65.5 FEET; THENCE SOUTH 42°06'09" WEST, 17.0 FEET; THENCE NORTH 68°40'11" WEST, 4.8 FEET; THENCE NORTH 21°19'49" EAST, 14.0 FEET; THENCE NORTH 68°40'11" WEST, 119.0 FEET; THENCE SOUTH 21°19'49" WEST, 21.0 FEET; THENCE NORTH 68°40'11" WEST, 3.4 FEET; THENCE NORTH 38°40'11" WEST, 7.9 FEET; THENCE NORTH 51°19'49" EAST, 21.0 FEET; THENCE NORTH 38°40'11" WEST, 97.5 FEET; THENCE SOUTH 51°19'49" WEST, 24.0 FEET; THENCE SOUTH 38°40'11" EAST, 103.0 FEET; THENCE SOUTH 38°19'49" WEST, 100.0 FEET; THENCE SOUTH 60°12'02" EAST, 4.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,847 SQUARE FEET MORE OR LESS.

THENCE RE-BEGINNING AT POINT "A", RUN NORTH 66°51'04" WEST, 97.76 FEET TO A POINT; THENCE RUN NORTH 29°14'38" EAST, 80.9 TO THE POINT OF BEGINNING OF THE PROPOSED FERRY DOCK; THENCE CONTINUE NORTH 29°14'38" EAST, 130.0 FEET; THENCE SOUTH 60°45'22" EAST, 4.9 FEET; THENCE NORTH 29°14'38" EAST, 30.7 FEET; THENCE NORTH 60°45'22" WEST, 17.8 FEET; THENCE SOUTH 29°14'38" WEST, 30.8 FEET; THENCE SOUTH 60°45'22" EAST, 3.9 FEET; THENCE SOUTH 29°14'38" WEST, 129.9 FEET; THENCE SOUTH 60°45'22" EAST, 9.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,723 SQUARE FEET MORE OR LESS.

THE ABOVE DESCRIBED TRACTS CONTAIN 9,570 SQUARE FEET MORE OR LESS.

WE HEREBY CERTIFY: THAT THIS SPECIFIC PURPOSE SURVEY AS RECENTLY PREPARED BY THE UNDERSIGNED, MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 21 HH-6 OF THE FLORIDA ADMINISTRATIVE CODE.

BISHOP & ASSOCIATES
(L.B. NO. 128)
78 SARASOTA CENTER BOULEVARD
SARASOTA, FLORIDA 34240

Alex S. Esber 7/6/89
ALEX S. ESBER DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4349

LS74
PFL:pg
07-17-89
BOCL-0004

EXHIBIT "K"
Survey Exhibits

001098
OR BOOK

001909
PAGE

016100

PAGE

SHEET NO. 1 OF 9 SHEETS

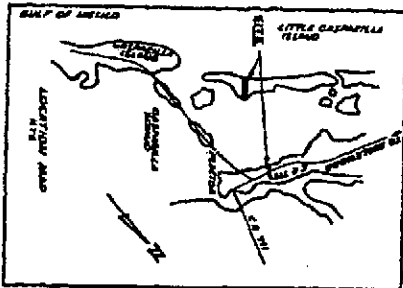
HIDEAWAY BAY BEACH CLUB,

A CONDOMINIUM

A REBATE OF LOTS 3, 5, 6 AND 8 OF PORTER AND SUBDIVISION, UNIT NO. 1, P.M. NO. 2,
AND A PORTION OF TRACT 6 AND ALL OF TRACT 7, SADDAPULLA ESTATES SUBDIVISION, P.M. NO. 64

SECTIONS 11 & 22 - TWP. 42 S. - RANG. 20 E

COUNTY OF CHARLOTTE, STATE OF FLORIDA



FUNCTIONS OF THE INDEPENDENTS

been with, which seem to need in this subsection concerning boundaries. While I agree that part of the building containing the only shop lies within the boundaries of the Unit, which boundaries are as follows:

Upper and lower boundaries
The upper and lower boundaries of the hole shall be the following boundaries, provided to their plane intersection with the perpendicular boundary.

Upper boundary
The horizontal or sloped plane of the unfinished lower surface of the ceiling of the unit, as shown on sheet no. 9 herein.

Lower Boundary
The horizontal plane of the unfinished upper surface of the first floor of the unit.

Interior Division
as part of the nonstructural interior walls shall be
considered a boundary of the VLT.

The periodic boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the unit, extending to their planar intersections with each other and the upper and lower boundaries.

Aspects such as

whether there are special in any particular cases, including, for example, the fact that the Commission will be treated as having no authority without the fact of specialisation, arising at least in part

1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

[illegible]

important that a person knows why he has been placed on probation. There are three reasons why he has been placed on probation or parole. The first is that he has been found guilty of a crime. The second is that he has been found guilty of a crime and has been sentenced to a term of imprisonment. The third is that he has been found guilty of a crime and has been sentenced to a term of imprisonment and has been placed on probation or parole.

100-443887-1000



NOTES

- [illegible]

Benefits of Property

[illegible]

Days of Delivery: 7-11-68

William F. Blumley & Associates, Inc.
Consulting Engineers - Architects
Barnstable, Virginia

William F. Brimley & Associates, Inc.
Commercial Consulting & Engineering
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90212

7511057 "Q"

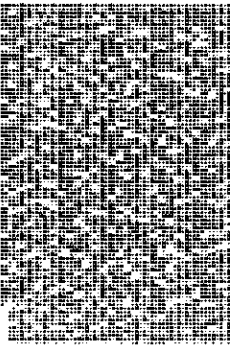
001098

PLAT 1
HIDEAWAY BAY BEACH CLUB
A CONDOMINIUM
COUNTY OF CHARLOTTE - STATE OF FLORIDA
SEC. 18-22 - TWP. 42 S. - RANG. 20 E.

PLAT 11

PLAT 11
HIDEAWAY BAY BEACH CLUB
A CONDOMINIUM
COUNTY OF CHARLOTTE - STATE OF FLORIDA
SEC. 18-22 - TWP. 42 S. - RANG. 20 E.

PLAT 113



PLAT 113

PLAT 113
HIDEAWAY BAY BEACH CLUB
A CONDOMINIUM
COUNTY OF CHARLOTTE - STATE OF FLORIDA
SEC. 18-22 - TWP. 42 S. - RANG. 20 E.

001912

HIDEAWAY BAY BEACH CLUB
A CONDOMINIUM
COUNTY OF CHARLOTTE - STATE OF FLORIDA
SEC. 18-22 - TWP. 42 S. - RANG. 20 E.

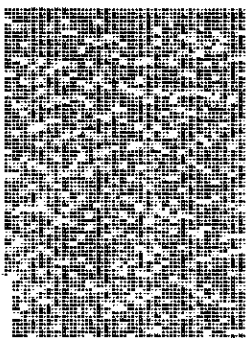
PLAT 113

PLAT 113
HIDEAWAY BAY BEACH CLUB
A CONDOMINIUM
COUNTY OF CHARLOTTE - STATE OF FLORIDA
SEC. 18-22 - TWP. 42 S. - RANG. 20 E.

PLAT 113

PLAT 113
HIDEAWAY BAY BEACH CLUB
A CONDOMINIUM
COUNTY OF CHARLOTTE - STATE OF FLORIDA
SEC. 18-22 - TWP. 42 S. - RANG. 20 E.

PLAT 113



PLAT 113

PLAT 113
HIDEAWAY BAY BEACH CLUB
A CONDOMINIUM
COUNTY OF CHARLOTTE - STATE OF FLORIDA
SEC. 18-22 - TWP. 42 S. - RANG. 20 E.

DESCRIPTIONS

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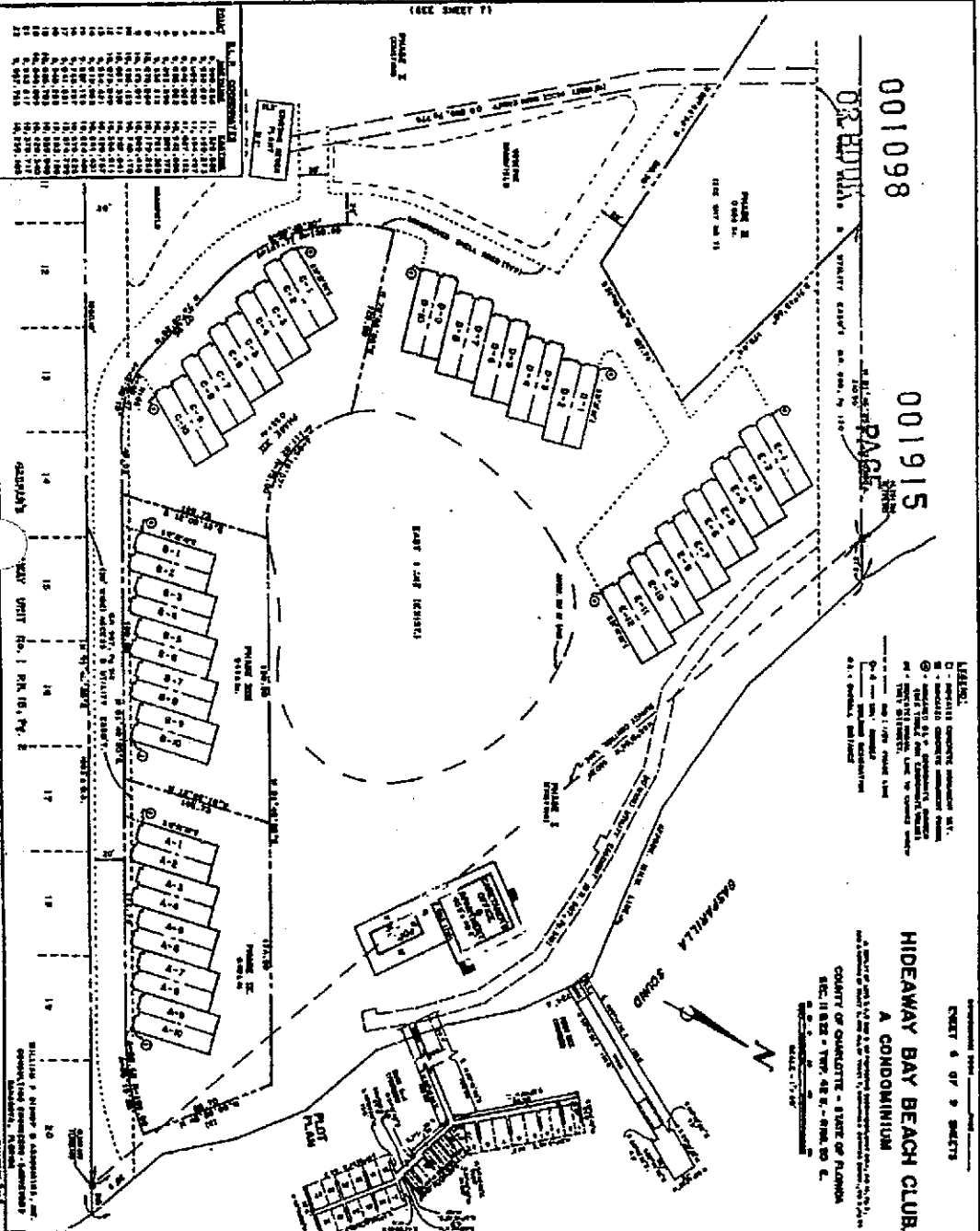
001915

LEGEND:
D - DISTRICT BOUNDARY
S - SECTION BOUNDARY
C - CONDOMINIUM UNIT
E - EASEMENT
R - RIGHT-OF-WAY
W - WATER
G - GAS
E - ELEC.
S - SEWER
L - LANDSCAPE
P - PARKING
T - TRAIL
B - BOUNDARY
N - NORTH

HIDEAWAY BAY BEACH CLUB
A CONDOMINIUM

COUNTY OF CHARLOTTE - STATE OF FLORIDA
SEC. 11.552 - TYP. 42 E. - 60M. 50 C.

SCALE: 1" = 100'



SECRET

OR BOOK

PAGE

816100

HIDEAWAY BAY BEACH CLUB.
A CONDOMINIUM

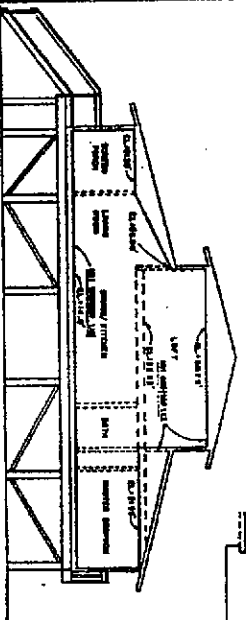
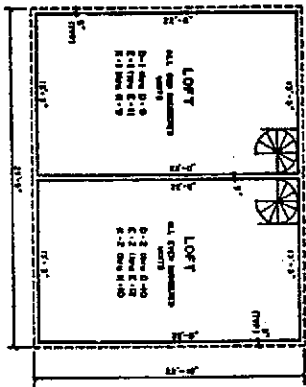
A CONTINUUM

STATE OF CALIFORNIA - COUNTY OF FLORIDA
 FILE # 11-13-TP-133-B - 9/26/10

DATE: 11-22-1991, 12:55 PM, BY: 401

0-1424-3-3774

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1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	



TYPICAL SECTION A-A

800-855-8888

GRAPHIC UNIT DESCRIPTION	FIRST & LOFT FLOORS
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FIRST & LAST NAMES

WILLIAM F. HILGERS & ASSOCIATES, INC.
ATTORNEYS AT LAW - PHILADELPHIA
600 N. 17TH ST., PHILADELPHIA
EXHIBIT "C"

D/GASPL1

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, RUSSELL A. CURRIN, JR., an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 13th day of September, 1989.

WITNESS:

[Signature]
[Signature]

RUSSELL A. CURRIN, JR.

STATE OF Florida :

COUNTY OF San Mateo :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared RUSSELL A. CURRIN, JR. to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of Sept, 1989.

[Signature]
Notary Public

My Commission expires:

Notary Public State of Florida At Large
My Commission Expires 9-24-91

001098
OR BOOK

001919

D/GASPL1

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, H. RONALD FOXWORTHY, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 13th day of September 1989.

WITNESS:

[Signature]
Kare L. McEwen

[Signature]
H. RONALD FOXWORTHY

STATE OF Florida :

COUNTY OF Sarasota :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared H. RONALD FOXWORTHY to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of September, 1989.

[Signature]
Notary Public

My Commission expires:
Notary Public State of Florida at Large
My Commission Expires June 6, 1992
Bonded By U.S. Fire Insurance Co.



001098
BOOK

001920
PAGE

D/GASPL1

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, JACK C. BRYANT, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 13th day of Sept., 1989.

WITNESS:

Juan M. Helguera

Jack C. Bryant
JACK C. BRYANT

Juan M. Helguera

STATE OF Florida :

COUNTY OF Sarasota :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JACK BRYANT to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of Sept., 1989.

Juan M. Helguera
Notary Public

My Commission expires:

Notary Public State of Florida At Large
Commission Expires 2-24-91

001098
01BOOK

001921
PAGE 2

D/GASPL1

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, NORMA H. FEID, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 14 day of August, 1989.

WITNESS:

Willard C. Doe
Sana P. Scott

Norma H. Feid
NORMA H. FEID

001098
OR BOOK

STATE OF Florida :

COUNTY OF Sarasota :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared NORMA H. FEID to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of September, 1989.

Jeanmarie Cooper
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 21, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

D/GASPL1

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, ROBERT B. FEID, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 14 day of Sept., 1989.

WITNESS:

Willard C. Doe

ROBERT B. FEID

John R. Scott

STATE OF Florida :

COUNTY OF Sarasota :

I HEREBY CERTIFY that on this day before me, an officer, duly qualified to take acknowledgments, personally appeared ROBERT B. FEID to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September 1989.

Joannette Dwyer
Notary Public

My Commission expires NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 21, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

001098
OR BOOK



U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, DAVID BREGMAN, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 28th day of September, 1989.

WITNESS:

David Bregman
DAVID BREGMAN

STATE OF NY :

COUNTY OF Nassau :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DAVID BREGMAN to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of Sept, 1989.

June E. Piro
Notary Public

My Commission expires:

JUNE E. PIRO
NOTARY PUBLIC, State of New York
No. 52-4836657
Qualified in Suffolk County
Commission Expires February 28, 1990

001098
BOOK

001924

U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, JULIA WYOLENE HOOPER, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 15th day of September, 1989.

WITNESS:

Pauline Hooper

Julia Wyolene Hooper
JULIA WYOLENE HOOPER

Jimmy Alexander

STATE OF *Florida* :

COUNTY OF *Pinellas* :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JULIA WYOLENE HOOPER to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of September, 1989.

John W. Lee
Notary Public

My Commission expires:

Notary Public, State of Florida at Large.
My Commission Expires Nov. 25, 1989.
Bonded thru Notary Public Underwriters.

001098
OR BOOK

001925

U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, WILLIAM HOOPER, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 15 day of Sept, 1989.

WITNESS:

Carlette Hooper

William Hooper
WILLIAM HOOPER

Jerry Alexander

STATE OF :

COUNTY OF :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM HOOPER to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of September, 1989.

David N. Allen
Notary Public

My Commission expires:

Notary Public, State of Florida at Large.
My Commission Expires Nov. 25, 1989.
Bonded thru Notary Public Underwriters.

001098
OR BOOK

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U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, DAVID L. TURNER, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 25th day of Sept, 1989.

WITNESS:

Katherine B. Ludwig

David L. Turner
DAVID L. TURNER

Shirley M. Mitchell

STATE OF :

COUNTY OF :

I HEREBY CERTIFY that on this day before me, an officer qualified to take acknowledgments, personally appeared DAVID L. TURNER to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this day of , 1989.

Katherine B. Ludwig
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 25, 1993
BONDED THRU GENERAL INS. UND.



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U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, CHARLES H. TURNER, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 26th day of September, 1989.

WITNESS:

Kevin M. Pustelnik

Charles H. Turner
CHARLES H. TURNER

Daniel C. Piszowski

STATE OF Florida :

COUNTY OF Parasola :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHARLES H. TURNER to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of September, 1989.

Daniel C. Piszowski
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires September 8, 1990

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OR BOOK

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U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, JAMES L. TURNER, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 26th day of September, 1989.

WITNESS:

Alexis M. Dutton

James L. Turner
JAMES L. TURNER

Daniel C. Pisowocki

STATE OF Florida :

COUNTY OF Sarasota :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JAMES TURNER to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal, in the County and State last aforesaid this 26th day of September, 1989.

Daniel C. Pisowocki
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires September 8, 1990



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U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, KAREN S. TURNER, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 20th day of September, 1989.

WITNESS:

[Signature]
[Signature]

[Signature]
KAREN S. TURNER

STATE OF FLORIDA :

COUNTY OF SARASOTA :

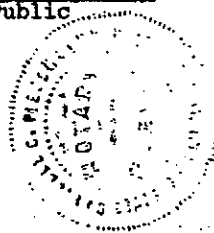
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared KAREN S. TURNER to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September, 1989.

[Signature]
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires September 8, 1990



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U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, THOMAS G. DABNEY, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 25th day of Sept., 1989.

WITNESS:

Katherine B. Ludwig

Thomas G. Dabney
THOMAS G. DABNEY

Shirley M. Hest

STATE OF :

COUNTY OF :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared THOMAS G. DABNEY to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this day of , 1989.

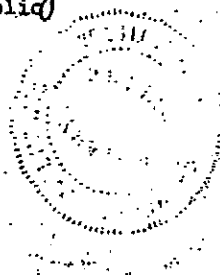
Katherine B. Ludwig
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 25, 1993
BONDED THRU GENERAL INS. UND.

001098
OR BOOK

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U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, GEORGE H. PASKERT, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 12th day of SEPT, 1989.

WITNESS:

James S. G...

George H. Paskert
GEORGE H. PASKERT

Alta Jean Loder

STATE OF :

COUNTY OF :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared GEORGE H. PASKERT to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of Sept, 1989.

John Lovett
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 30, 1992
BONDED THRU GENERAL LTS. UND.

001098
OR BOOK

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U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, MARLENE SUE PASKERT, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 12TH day of SEPT, 1989.

WITNESS:

James S. Gaudin
Alta Jean Loder

Marlene Sue Paskert
MARLENE SUE PASKERT

001098
GR BOOK

STATE OF :

COUNTY OF :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared MARLENE SUE PASKERT to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of Sept, 1989.

Eric Louch
Notary Public

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My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 30, 1992
BONDED THRU GENERAL INS. UND.



11/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, ARNOLD WURST, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 7 day of September 1989.

WITNESS:

Art Hagen

ARNOLD WURST

001098
OR BOOK

STATE OF Florida :

COUNTY OF Pinellas :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ARNOLD WURST to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of September 1989.

Collier
Notary Public

My Commission expires:
Notary Public, State of Florida
My Commission Expires April 8, 1992
Banded Three Tray Folds - Insurance Seal

U/GJS

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, D. EARLINE WURST, an owner of a unit in Hideaway Bay Beach Club, a Condominium, located on Little Gasparilla Island, Florida, does hereby join in and consent to the foregoing First Amendment to the Declaration of Condominium of Hideaway Bay Beach Club, a Condominium.

In Witness Whereof, the undersigned has caused these presents to be executed this 7 day of September 1989.

WITNESS:

Melvin E. Hridge

D. Earline Wurst
D. EARLINE WURST

001098
DR BOOK

STATE OF Florida
COUNTY OF Seminole

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared D. EARLINE WURST to me known to be the person described in and who executed the foregoing instrument and acknowledged for me that she executed the same.

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WITNESS my hand and official seal in the County and State last aforesaid this 7 day of September 1989.

Collier O. Hightower
Notary Public

My Commission expires:

Notary Public, State of Florida
My Commission Expires April 8, 1992
Bounded Three Tray Folds - Insurance Inc.

H. R. FOXWORTHY, IRA Account c/o NCNB National Bank of Florida, Trustee, the owner and holder of that certain Mortgage dated December 5, 1988, recorded at Official Record Book 1011, Page 1316, Public Records of Charlotte County, Florida, in the original principal amount of Seventy Five Thousand Dollars (\$75,000.00), hereby joins and consents to the foregoing FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 27th day of September, 1989.

Signed, sealed and delivered
in the presence of:

H. R. Foxworthy, IRA Account
c/o NCNB National Bank of Florida

001098
OR BOOK

Ronald S. Collins

[Signature]

H. R. FOXWORTHY

Margaret A. Salgado

(CORPORATE SEAL)

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STATE OF Florida

COUNTY OF Sarasota

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgements, personally appeared H. R. Foxworthy, to me well known to be the individual named in the foregoing instrument, and that he acknowledged the execution of the foregoing instrument freely and voluntarily for the purposes therein set forth.

WITNESS my hand and seal in the County and State last aforesaid, this 27th day of September, 1989.

(NOTARIAL SEAL)

Margaret A. Salgado
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 18, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

JOINDER AND CONSENT OF MORTGAGEE

H. R. FOXWORTHY, IRA Account c/o NCNB National Bank of Florida, Trustee, the owner and holder of that certain Mortgage dated June 14, 1988, recorded at Official Record Book 984, Page 2165, Public Records of Charlotte County, Florida, as corrected by that certain Corrective Real Estate Mortgage dated June 14, 1988 and recorded at Official Record Book 1006, Page 1838, and at Official Record Book 1009, Page 1385, in the original principal amount of One Hundred Thousand Dollars (\$100,000.00), hereby joins and consents to the foregoing FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 27th day of September, 1989.

Signed, sealed and delivered
in the presence of:

H. R. Foxworthy, IRA Account
c/o NCNB National Bank of Florida

Ronald L. Collier

H. R. FOXWORTHY

Margaret A. Salgado

(CORPORATE SEAL)

STATE OF Florida

COUNTY OF Sarasota

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgements, personally appeared H. R. Foxworthy, to me well known to be the individual named in the foregoing instrument, and that he acknowledged the execution of the foregoing instrument freely and voluntarily for the purposes therein set forth.

WITNESS my hand and seal in the County and State last aforesaid, this 27th day of September, 1989.

(NOTARIAL SEAL)

Margaret A. Salgado

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JULY 16, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

FOR BOOK 001098

PAGE 001937

JOINDER AND CONSENT OF MORTGAGEE

Sun Bank & Trust/Charlotte County, a National Association, the owner and holder of that certain Mortgage dated June 24, 1988, recorded at Official Record Book 984, Page 1724, Public Records of Charlotte County, Florida, in the original principal amount of One Hundred Three Thousand Dollars (\$103,000.00), hereby joins and consents to the foregoing FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM.

001098
OFFICIAL BOOK

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 11th day of September, 1989.

Signed, sealed and delivered
in the presence of:

SUN BANK & TRUST/CHARLOTTE COUNTY,
a National Association

Gill Thayer

By:

Gloria Mangual
Vice President

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PAGE

Shirley M. Nixon

(CORPORATE SEAL)

STATE OF Florida

COUNTY OF Charlotte

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgements, personally appeared Gloria Mangual, to me well known to be the Vice President of Sun Bank & Trust/Charlotte County, and that he/she acknowledged the execution of the foregoing instrument freely and voluntarily for the purposes therein set forth.

WITNESS my hand and seal in the County and State last aforesaid, this 11th day of September, 1989.

(NOTARIAL SEAL)

Peggy Andreu

Notary Public Peggy Andreu

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 18, 1992
BONDED THRU GENERAL INS. UND.

JOINDER AND CONSENT OF MORTGAGEE

Murdock Savings Bank, a Florida corporation, the owner and holder of that certain Mortgage dated May 31, 1988, recorded at Official Record Book 982, Page 2016, Public Records of Charlotte County, Florida, in the original principal amount of Ninety Seven Thousand Eight Hundred Dollars (\$97,800.00), hereby joins and consents to the foregoing FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 28TH day of SEPTEMBER, 1989.

Signed, sealed and delivered
in the presence of:

MURDOCK SAVINGS BANK,
a Florida corporation

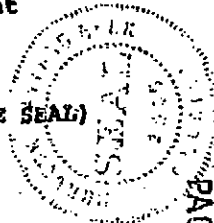
001098
OR BOOK

Bonnie Langmeyer Weiner

By: George Hunt
JR VICE President

George J. Hunt

(CORPORATE SEAL)



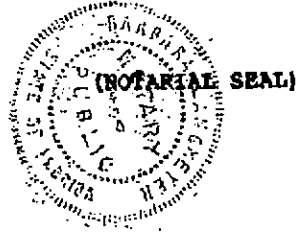
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STATE OF Florida

COUNTY OF Charlotte

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgements, personally appeared George Hunt, to me well known to be the Senior Vice President of Murdock Savings Bank, and that he/she acknowledged the execution of the foregoing instrument freely and voluntarily for the purposes therein set forth.

WITNESS my hand and seal in the County and State last aforesaid, this 28th day of Sept, 1989.



Bonnie Langmeyer Weiner
Notary Public
My Commission Expires BARRARA LANGMEYER-WEINER

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 2, 1990
BONDED THRU GENERAL INS. UND.

JOINDER AND CONSENT OF MORTGAGE

First Florida Bank, a National Association, the owner and holder of that certain Mortgage dated August 1, 1988, recorded at Official Record Book 989, Page 219, Public Records of Charlotte County, Florida, in the original principal amount of Ninety Five Thousand Seven Hundred Sixty Dollars (\$95,769.00), hereby joins and consents to the foregoing FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM.

001098
OR BOOK

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 9 day of April, 1990.

Signed, sealed and delivered
in the presence of:

FIRST FLORIDA BANK,
a National Association

Kaye E. Carpenter
Beryl J. Pollock

By: Allen M. Gardner
Senior Vice President

(CORPORATE SEAL)

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STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgements, personally appeared ALLEN M. GARDNER, to me well known to be the Senior Vice President of FIRST FLORIDA BANK, and that he/she acknowledged the execution of the foregoing instrument freely and voluntarily for the purposes therein set forth.

WITNESS my hand and seal in the County and State last aforesaid this 9 day of April, 1990.

Kaye E. Carpenter
Notary Public

My Commission Expires

(NOTARIAL SEAL)

Notary Public, State of Florida at Large
My Commission Expires June 9, 1992

