



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

05/06/2022

Kathy Dressel, CAM
Grande Property Services
3754 Cape Haze Dr.
Rotonda West, FL 33947

Instrument No. 080009305
Lessee: Hideaway Bay Beach Club Condo Inc

Dear Ms. Dressel,

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

If the billing agent, phone number, or fax number change, or there is a change in tax status, please notify the DIVISION OF STATE LANDS, REVENUE SECTION in writing within 30 days of the date of any change.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at (850) 245-2707 or Lisa-Marie.Kessler@FloridaDEP.gov.

Sincerely,

A handwritten signature in blue ink that reads "L. Kessler".

Lisa-Marie Kessler
Bureau of Public Land Administration
Division of State Lands
State of Florida Department of Environmental Protection

Enclosures

Cc: File

This Instrument Prepared By:
Lisa-Marie Kessler
Action No. 42221
Bureau of Public Land Administration
3900 Commonwealth Boulevard Mail
Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND MODIFICATION
TO INCREASE SQUARE FOOTAGE AND INCORPORATE CURRENT SURVEY

BOT FILE NO. 080009305

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

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Hideaway Bay Beach Club Condominium Association, Inc., a Florida non-profit corporation, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 22, Township 42 South, Range 20 East, in Placida Harbor, Charlotte County, Florida, containing 15,736 square feet, more or less, as is more particularly described and shown on Attachment A, dated April 29, 2020.

TO HAVE THE USE OF the hereinabove described premises from May 14, 2020, the effective date of this lease renewal and modification, through October 1, 2029, the expiration date of this lease renewal and modification. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 31-slip private residential multi-family docking facility, one-slip ferry dock and two slips for temporary mooring (requested by the Charlotte County Sheriff's Department and Little Gasparilla Island Fire and Rescue, Inc.) and a barge landing to be used exclusively for mooring recreational vessels and a ferry in conjunction with an upland residential condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$0.00, which includes the discounts authorized pursuant to Section 253.0347(2)(f), Florida Statutes, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

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

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

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

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 1767, Page 1442, Public Records of Charlotte County, Florida, as amended from time to time, without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 1767, Page 1442, Public Records of Charlotte County, Florida, as amended from time to time, together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

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

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

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

Hideaway Bay Beach Club Condominium Association, Inc.
9400 Little Gasparilla Island
Boca Grande, Florida 33921

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

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

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

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

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

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

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

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 1767, Page 1442, Public Records of Charlotte County, Florida, as amended from time to time, which shall run with the title to said common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

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

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 1767, Page 1442, Public Records of Charlotte County, Florida, as amended from time to time. This lien on the common elements shall be enforceable in summary proceedings as provided by law.

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

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

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

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

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

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

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

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

30. SPECIAL LEASE CONDITIONS:

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

B. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal terms, reflective markers and lighted aids to navigation at all distant corners of the facility. The lighted aides are required to be on at night and during limited visibility conditions.

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

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

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

WITNESSES:

Tiana D. Brown
Original Signature

Tiana D. Brown
Print/Type Name of Witness

Lisa Marie Kessler
Original Signature

Lisa Marie Kessler
Print/Type Name of Witness

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

BY: [Signature] (SEAL)
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 5th day of May, 20 22, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature]
DEP Attorney

3/28/2022

Date

Tiana D. Brown
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.



WITNESSES:

[Signature]
Original Signature

Sandra Grimes
Typed/Printed Name of Witness

[Signature]
Original Signature

DWAYNE L. HUEBNER
Typed/Printed Name of Witness

Hideaway Bay Beach Club Condominium Association, Inc.,
a Florida non-profit corporation (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Gena Huebner
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Pinellas

3/5 The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of March, 2022, by Gena Huebner as President of Hideaway Bay Beach Club Condominium Association, Inc., a Florida non-profit corporation, for and on behalf of the corporation. He is personally known to me or who has produced as identification.

My Commission Expires:

11/13/2024

Commission/Serial No. HH 60069

[Signature]
Signature of Notary Public

Notary Public, State of Florida

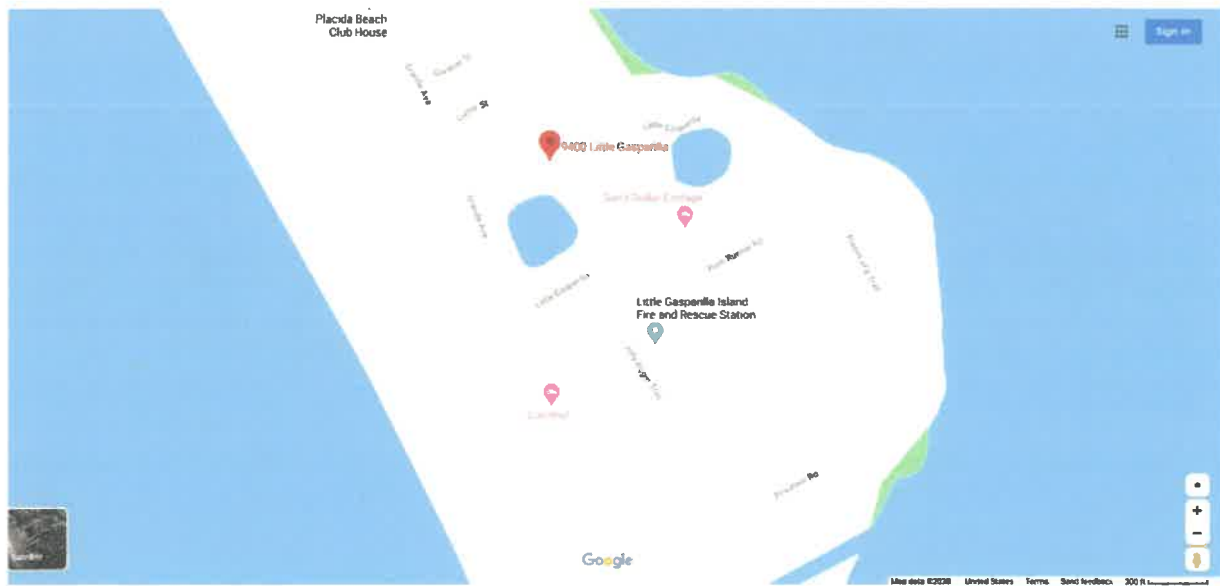
Printed, Typed or Stamped Name

CANDIDA MARIE O'BRIEN
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 60069
MY COMMISSION EXPIRES NOV. 13, 2024

BOT 080009305 Action 42221 Hideaway Bay Beach Club Condo Assoc Inc



9400 Little Gasparilla Island, Placida Harbor FL



LEGEND

□ = CONCRETE MONUMENT FOUND (SIZE & I.D. NOTED)
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
EL., ELEV. = ELEVATION
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
P.B., PG. = PLAT BOOK, PAGE
N.A.D. = NORTH AMERICAN DATUM
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
SQ. FT. = SQUARE FEET
M.H.W.L. = MEAN HIGH WATER LINE
(TYP.) = TYPICAL
① = SLIP NUMBER



VICINITY MAP
NOT TO SCALE

SURVEYORS NOTES:

DESCRIPTION FURNISHED BY CLIENT.

THE SURVEY AS SHOWN HEREON WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE, AND THEREFOR THE UNDERSIGNED AND STRAYER SURVEYING AND MAPPING, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, CLAIMS OF EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, BUT IF THE SAME, OR ANY OF THEM ACTUALLY (IS) ARE IN EXISTENCE ON THE LAND SURVEYED, THEN IN THAT EVENT, THE SAME (IS) ARE PRESENT HEREON.

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULT OF A SURVEY PERFORMED ON THE INDICATED DATE AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS AT THAT TIME.

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES CERTIFIED HEREON FOR THE EXPRESS PURPOSE STATED AND/OR CONTAINED IN THE CONTRACT BETWEEN STRAYER SURVEYING & MAPPING, INC. AND THE CLIENT FOR THIS PROJECT. COPYING, DISTRIBUTING, AND/OR USING THIS SURVEY, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM STRAYER SURVEYING & MAPPING, INC. IS STRICTLY PROHIBITED AND RENDERS THE SURVEYOR'S CERTIFICATION, SIGNATURE AND SEAL NULL AND VOID. ANY QUESTIONS CONCERNING THE CONTENT OR PURPOSE OF THIS DRAWING SHOULD BE DIRECTED TO STRAYER SURVEYING AND MAPPING INC.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.

BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AND COORDINATES SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE AS REFERENCED TO NAD(83)-(2011)-(Epoch 2010.0000) AND WAS LOCATED USING THE FLORIDA PERMANENT REFERENCE NETWORK WITH REAL TIME KINEMATIC GPS.

SYMBOL CHARACTERS AND OR POSITIONS MAY NOT BE DEPICTED TO SCALE FOR CLARIFICATION PURPOSES.

ELEVATION NOTE:

ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE N.A.V.D. 1988 VERTICAL DATUM, UNLESS OTHERWISE SPECIFIED.

ELEVATIONS SHOWN HEREON ARE BASED ON THE FLORIDA PERMANENT REFERENCE NETWORK GEOID (FPRN2016) AND WAS LOCATED USING REAL TIME KINEMATIC GPS.

MEAN HIGH WATER NOTE

POINT IDENTIFICATION NO.: 872-5665

MEAN HIGH WATER ELEV.(MHW): -0.04' (N.A.V.D. 1988)

MEAN LOW WATER ELEV.(MLW): -0.97' (N.A.V.D. 1988)

PROCEDURE: EXTEND ABOVE MHW ELEVATION TO SITE.

SOURCE OF DATA: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, W. LAMAR EVERS, P.S.M., ON 09/05/19.

SPECIFIC PURPOSE SURVEY OF: HIDEAWAY BAY BEACH CLUB, PHASE I

ACCORDING TO THE PLAT THEREOF AS RECORDED IN CONDOMINIUM BOOK 7, PAGES 82A-82I, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA
CHARLOTTE COUNTY, FLORIDA

CERTIFIED TO:

HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION

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

REVISION:

01/09/20-ADD EXISTING DOCK
DIMENSIONS, E.B.B.

03/12/20-REVISED PER FDP
COMMENTS, E.B.B.

04/28/20-REVISED PER FDP
COMMENTS, E.B.B.

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS NOT INTENDED TO MEET ANY OTHER MUNICIPAL OR NATIONAL STANDARD OR REQUIREMENT UNLESS NOTED.

SHEET 1 OF 6

STRAYER SURVEYING & MAPPING, INC.
LICENSED SURVEYOR BUSINESS NO. 6639



742 Shamrock Boulevard
Venice, Florida 34293
(941) 496-9488
(941) 624-4900
Fax (941) 497-6166

www.strayersurveying.com

DATE OF FIELD SURVEY

08/20/19, 01/09/20

FIELD BOOK: 828

PAGE: 27

CHECKED BY: R.B.S.

DRAWN BY: E.B.B.

FILE #: 19-08-05

THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY B. GREGORY RIETH, FLORIDA P.S.M. NO. 5228 USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

COPYRIGHTED MATERIAL © 2020

SECTION 22, TOWNSHIP 42 S., RANGE 20 E.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N02°40'07" W	2.57'
L2	N66°20'33" E	31.75'
L3	N24°36'34" E	2.91'
L4	N52°45'51" E	23.31'
L5	N65°26'17" W	31.85'
L6	S25°29'35" W	2.93'
L7	N86°59'53" W	2.49'
L8	N53°30'14" W	6.54'
L21	N35°47'21" E	35.08'
L22	S54°12'39" E	4.00'
L23	N35°47'21" E	25.00'
L24	S54°12'39" E	12.00'
L25	S35°47'21" W	25.00'
L26	S54°12'39" E	4.00'
L27	S35°47'21" W	33.12'
L28	N64°14'16" W	11.87'
L29	N53°30'14" W	8.31'

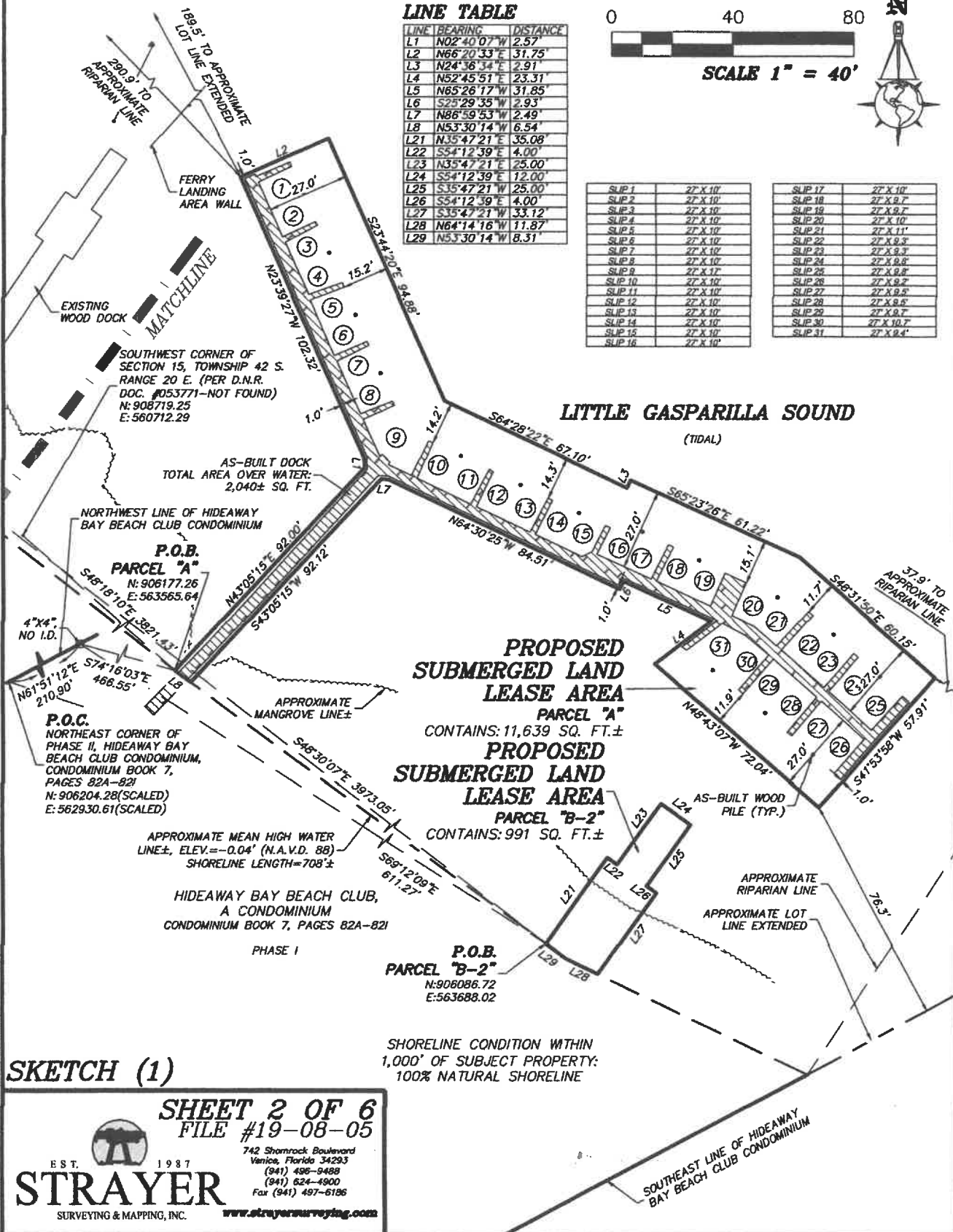
0 40 80

SCALE 1" = 40'



SLIP 1	27' X 10'
SLIP 2	27' X 10'
SLIP 3	27' X 10'
SLIP 4	27' X 10'
SLIP 5	27' X 10'
SLIP 6	27' X 10'
SLIP 7	27' X 10'
SLIP 8	27' X 10'
SLIP 9	27' X 10'
SLIP 10	27' X 10'
SLIP 11	27' X 10'
SLIP 12	27' X 10'
SLIP 13	27' X 10'
SLIP 14	27' X 10'
SLIP 15	27' X 10'
SLIP 16	27' X 10'

SLIP 17	27' X 10'
SLIP 18	27' X 9.7'
SLIP 19	27' X 9.7'
SLIP 20	27' X 10'
SLIP 21	27' X 11'
SLIP 22	27' X 9.5'
SLIP 23	27' X 9.5'
SLIP 24	27' X 9.5'
SLIP 25	27' X 9.5'
SLIP 26	27' X 9.7'
SLIP 27	27' X 9.5'
SLIP 28	27' X 9.5'
SLIP 29	27' X 9.7'
SLIP 30	27' X 10.7'
SLIP 31	27' X 9.4'



SKETCH (1)

SHEET 2 OF 6
FILE #19-08-05

EST. 1987
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SURVEYING & MAPPING, INC.

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Fax (941) 497-6186

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SECTION 22, TOWNSHIP 42 S., RANGE 20 E.



SCALE 1" = 40'



APPROXIMATE LOT
LINE EXTENDED
3697'± TO CENTER OF PRIMARY
NAVIGATION CHANNEL

LINE TABLE

LINE	BEARING	DISTANCE
L9	N54°58'18"W	12.18'
L10	N34°31'45"E	25.01'
L11	S55°28'15"E	13.12'
L12	N35°00'50"E	14.66'
L13	N54°59'10"W	5.00'
L14	S54°59'10"E	30.00'
L15	N54°56'04"W	5.00'
L16	S35°03'56"W	14.44'
L17	S55°28'15"E	13.06'
L18	S34°31'45"W	25.02'
L19	N56°25'13"W	12.05'
L20	N80°24'27"W	12.13'

LITTLE GASPARILLA SOUND (TIDAL)

PROPOSED SUBMERGED LAND LEASE AREA

PARCEL "B-1"

CONTAINS: 3,106 SQ. FT.±

SOUTHWEST CORNER OF
SECTION 15, TOWNSHIP 42 S.
RANGE 20 E. (PER D.N.R.
DOC. #053771-NOT FOUND)
N: 908719.25
E: 560712.29

APPROXIMATE MEAN HIGH WATER
LINE±, ELEV.=-0.04' (N.A.V.D. 88)
SHORELINE LENGTH=708'±

APPROXIMATE
MANGROVE LINE±

S46°06'20"E 3704.79'

N67°51'12"E 210.90'
NORTHWEST LINE OF HIDEAWAY
BAY BEACH CLUB CONDOMINIUM

P.O.B.
PARCEL "B-1"
N: 906245.34
E: 563470.05

HIDEAWAY BAY BEACH CLUB,
A CONDOMINIUM
CONDOMINIUM BOOK 7, PAGES 82A-82I

PHASE I

P.O.C.
NORTHEAST CORNER OF
PHASE II, HIDEAWAY BAY
BEACH CLUB CONDOMINIUM,
CONDOMINIUM BOOK 7,
PAGES 82A-82I
N: 906204.28(SCALED)
E: 562930.61(SCALED)

MATCHLINE

FERRY
LANDING
AREA WALL

EXISTING
WOOD DOCK

MATCHLINE

SKETCH (2)

SHEET 3 OF 6
FILE #19-08-05

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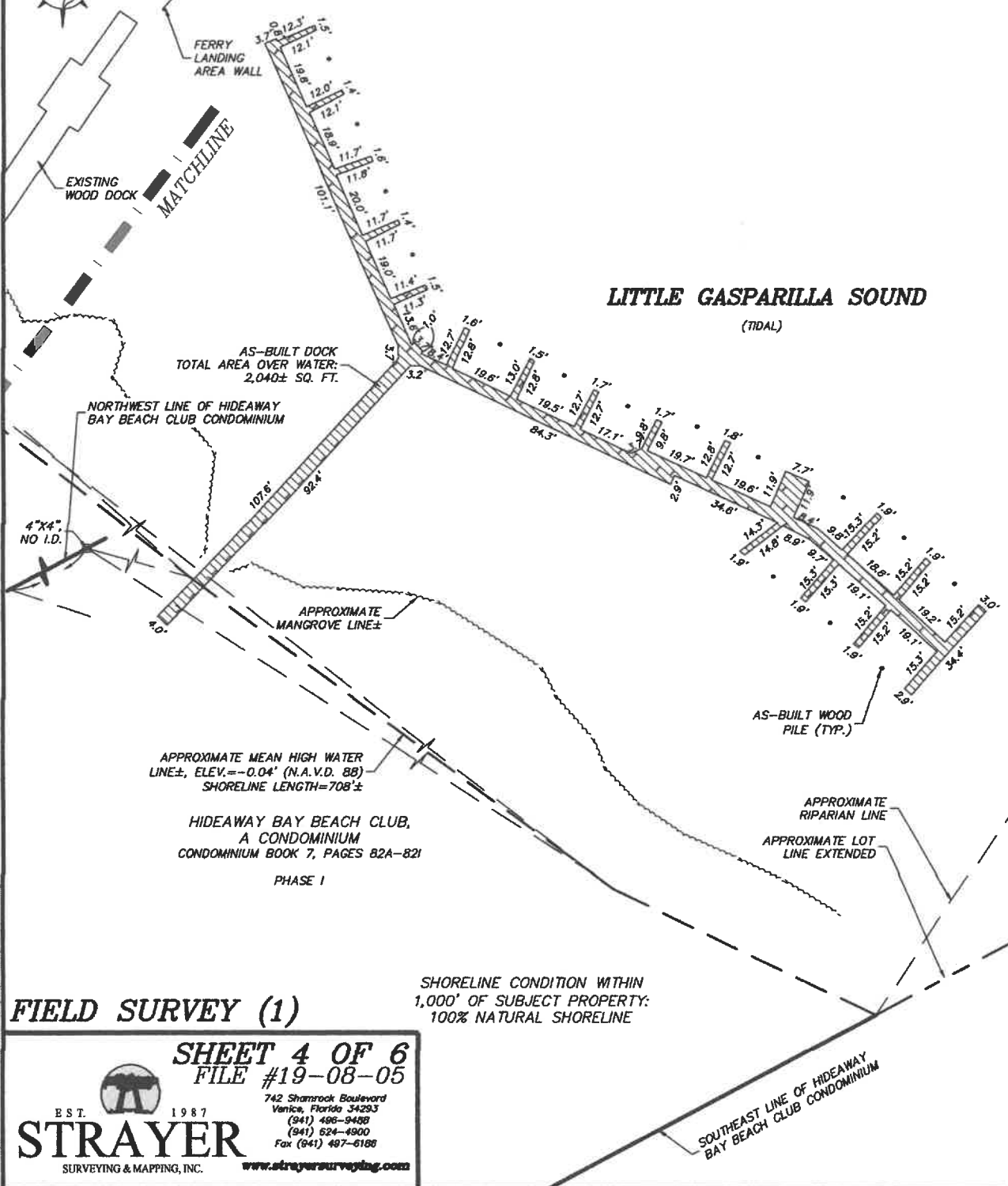
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SECTION 22, TOWNSHIP 42 S., RANGE 20 E.

0 40 80

SCALE 1" = 40'



FIELD SURVEY (1)

SHEET 4 OF 6
FILE #19-08-05

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SHORELINE CONDITION WITHIN
1,000' OF SUBJECT PROPERTY:
100% NATURAL SHORELINE

SOUTHEAST LINE OF HIDEAWAY
BAY BEACH CLUB CONDOMINIUM

Wed, 29 Apr 2020 - 7:51am S:\DRAWINGS\19\190805\190805-SLL.dwg

SECTION 22, TOWNSHIP 42 S., RANGE 20 E.

0 40 80

SCALE 1" = 40'



APPROXIMATE LOT
LINE EXTENDED
3697'± TO CENTER OF PRIMARY
NAVIGATION CHANNEL

**LITTLE GASPARILLA
SOUND**
(TIDAL)

238.1' TO
APPROXIMATE
RIPARIAN LINE
136.1' TO APPROXIMATE
LOT LINE EXTENDED

APPROXIMATE MEAN HIGH WATER
LINE±, ELEV.=-0.04' (N.A.V.D. 88)
SHORELINE LENGTH=708'±

APPROXIMATE
MANGROVE LINE±

HIDEAWAY BAY BEACH CLUB,
A CONDOMINIUM
CONDOMINIUM BOOK 7, PAGES 82A-82I
PHASE I

MATCHLINE

EXISTING
WOOD DOCK

FERRY
LANDING
AREA WALL

①
②
③
④
⑤

FIELD SURVEY (2)

SHEET 5 OF 6
FILE #19-08-05

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Wed, 29 Apr 2020 - 7:51am S:\PROJECTS\1919\0805\190805-05.dwg

DESCRIPTION:

PARCEL "A"

THAT PART OF THE SOVEREIGN SUBMERGED LANDS LYING UNDER THE MEAN HIGH WATER LINE OF LITTLE GASPARILLA SOUND, LYING AND BEING IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PHASE II, HIDEAWAY BAY BEACH CLUB, ACCORDING TO THE CONDOMINIUM PLAT THEREOF, RECORDED IN CONDOMINIUM BOOK 7, PAGE 82-A THROUGH 82-I, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE ON THE NORTHWEST LINE OF SAID HIDEAWAY BAY BEACH CLUB, N. 61°51'12" E., 210.90 FEET, TO A 4"X4" CONCRETE MONUMENT; THENCE LEAVING SAID NORTHEAST LINE, S. 74°16'03" E., 466.55 FEET, TO THE MEAN HIGH WATER LINE OF LITTLE GASPARILLA SOUND, AND THE POINT OF BEGINNING, SAID POINT ALSO LYING S. 48°18'10" E., 3,821.43 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE LEAVING SAID MEAN HIGH WATER LINE, N. 43°05'15" E., 92.00 FEET; THENCE N. 02°40'07" W., 2.57 FEET; THENCE N. 23°39'27" W., 102.32 FEET; THENCE N. 66°20'33" E., 31.75 FEET; THENCE S. 23°44'20" E., 94.88 FEET; THENCE S. 64°28'22" E., 67.10 FEET; THENCE N. 24°36'34" E., 2.91 FEET; THENCE S. 65°23'26" E., 61.22 FEET; THENCE S. 48°31'50" E., 60.15 FEET; THENCE S. 41°53'58" W., 57.91 FEET; THENCE N. 48°43'07" W., 72.04 FEET; THENCE N. 52°45'51" E., 23.31 FEET; THENCE N. 65°26'17" W., 31.85 FEET; THENCE S. 25°29'35" W., 2.93 FEET; THENCE N. 64°30'25" W., 84.51 FEET; THENCE N. 86°59'53" W., 2.49 FEET; THENCE S. 43°05'15" W., 92.12 FEET, TO SAID MEAN HIGH WATER LINE; THENCE ON SAID MEAN HIGH WATER LINE, N. 53°30'14" W., 6.54 FEET, TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS HAVING AN AREA OF 11,639 SQUARE FEET, MORE OR LESS.

PARCEL "B-1"

THAT PART OF THE SOVEREIGN SUBMERGED LANDS LYING UNDER THE MEAN HIGH WATER LINE OF LITTLE GASPARILLA SOUND, LYING AND BEING IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PHASE II, HIDEAWAY BAY BEACH CLUB, ACCORDING TO THE CONDOMINIUM PLAT THEREOF, RECORDED IN CONDOMINIUM BOOK 7, PAGE 82-A THROUGH 82-I, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE ON THE NORTHWEST LINE OF SAID HIDEAWAY BAY BEACH CLUB, N. 61°51'12" E., 210.90 FEET, TO A 4"X4" CONCRETE MONUMENT; THENCE LEAVING SAID NORTHEAST LINE, S. 80°36'54" E., 358.27 FEET, TO THE MEAN HIGH WATER LINE OF LITTLE GASPARILLA SOUND, AND THE POINT OF BEGINNING, SAID POINT ALSO LYING S. 48°06'20" E., 3,704.79 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE LEAVING SAID MEAN HIGH WATER LINE, N. 34°17'58" E., 89.56 FEET; THENCE N. 54°58'18" W., 12.18 FEET; THENCE N. 34°31'45" E., 25.01 FEET; THENCE S. 55°28'15" E., 13.12 FEET; THENCE N. 35°00'50" E., 14.66 FEET; THENCE N. 54°59'10" W., 5.00 FEET; THENCE N. 27°03'50" E., 45.00 FEET; THENCE S. 54°59'10" E., 30.00 FEET; THENCE S. 41°52'54" W., 44.79 FEET; THENCE N. 54°56'04" W., 5.00 FEET; THENCE S. 35°03'56" W., 14.44 FEET; THENCE S. 55°28'15" E., 13.06 FEET; THENCE S. 34°31'45" W., 25.02 FEET; THENCE N. 56°25'13" W., 12.05 FEET; THENCE S. 33°51'03" W., 84.61 FEET, TO SAID MEAN HIGH WATER LINE; THENCE ON SAID MEAN HIGH WATER LINE, N. 80°24'27" W., 12.13 FEET, TO THE POINT OF BEGINNING.

SAID LANDS HAVING AN AREA OF 3,106 SQUARE FEET, MORE OR LESS.

PARCEL "B-2"

THAT PART OF THE SOVEREIGN SUBMERGED LANDS LYING UNDER THE MEAN HIGH WATER LINE OF LITTLE GASPARILLA SOUND, LYING AND BEING IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PHASE II, HIDEAWAY BAY BEACH CLUB, ACCORDING TO THE CONDOMINIUM PLAT THEREOF, RECORDED IN CONDOMINIUM BOOK 7, PAGE 82-A THROUGH 82-I, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE ON THE NORTHWEST LINE OF SAID HIDEAWAY BAY BEACH CLUB, N. 61°51'12" E., 210.90 FEET, TO A 4"X4" CONCRETE MONUMENT; THENCE LEAVING SAID NORTHEAST LINE, S. 69°12'09" E., 611.27 FEET, TO THE MEAN HIGH WATER LINE OF LITTLE GASPARILLA SOUND, AND THE POINT OF BEGINNING, SAID POINT ALSO LYING S. 48°30'07" E., 3,973.05 FEET, FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE LEAVING SAID MEAN HIGH WATER LINE, N. 35°47'21" E., 35.08 FEET; THENCE S. 54°12'39" E., 4.00 FEET; THENCE N. 35°47'21" E., 25.00 FEET; THENCE S. 54°12'39" E., 12.00 FEET; THENCE S. 35°47'21" W., 25.00 FEET; THENCE S. 54°12'39" E., 4.00 FEET; THENCE S. 35°47'21" W., 33.12 FEET, TO SAID MEAN HIGH WATER LINE; THENCE ON SAID MEAN HIGH WATER LINE THE FOLLOWING (2) COURSES: (1) N. 64°14'16" W., 11.87 FEET; (2) THENCE N. 53°30'14" W., 8.31 FEET, TO THE POINT OF BEGINNING.

SAID LANDS HAVING AN AREA OF 991 SQUARE FEET, MORE OR LESS.



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SHEET 6 OF 6

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