

FDEP Boat Mooring Compliance

From: Baker, Michael (Michael.A.Baker@FloridaDEP.gov)

To: brad.martell@yahoo.com

Date: Tuesday, September 10, 2019, 03:45 PM EDT

Hello Brad,

As a follow up to our phone call regarding the size of a vessel allowed to moor at your dock at Casa Bonita Royale Condominium, the Department requires that you comply with the boundaries set forth within the lease for the condominium. I measured the boundary using the scale on the map included in the lease and found the lease boundary to be about 5 feet waterward from the end of the terminal platform. As long as your boat doesn't extend past that boundary, you will not be out of compliance. I've attached the lease for your research purposes. Let me know if you or anyone has any follow up questions.

All the best,



Michael Baker

Environmental Specialist I

Florida Department of Environmental Protection

South District Office

Michael.A.Baker@floridadep.gov

Office: 239.344.5731

Internal: 8-5602

 Dep Customer Survey



360011875 2016 to 2026 Lease.pdf
618.7kB

**Document Type: Current Submerged Land Lease
[CSL Coversheet]**

DM ID# _____

Instrument Desc.	RENEWAL		
Lease #	360011875		
Permit Application #			
Document Date	5/11/2016		
Water Body	BIG HICKORY PASS		
Original County	LEE		
Section(s)	25		
Township(s)	47S		
Range(s)	24E		
Total Area	0.28	Area Unit	(A) Acre(s)
Recording County		B:	P:
Recording County Instrument #			I
Lessee	CASA BONITA ROYALE CONDOMINIUM ASSOCIATION INC		
Comments:			

Date prepped:
10/21/2016

The information on this page was collected during the prep phase of scanning. Please refer to the document for actual information.



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

MEMORANDUM

TO: TITLE & LAND RECORD FILE
FROM: KAREN McMILLAN, PLANNING MANAGER
SUBJECT: PAPERLESS INITIATIVE
DATE: 10/21/2016

All backup documentation may not have been included in the transmittal of this document or file. If any other information is needed, please contact the following people:

NAME:		BUREAU	
Celeda Wallace		BPLA	
Cheryl McCall		BPLA	

This Instrument Prepared By:
Celeda Wallace
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

BOT FILE NO. 360011875

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 Casa Bonita Royale Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 25,
Township 47 South, Range 24 East, in Big Hickory Pass,
Lee County, Florida, containing 12,142 square feet,
more or less, as is more particularly described and shown
on Attachment A, dated June 8, 2011.

TO HAVE THE USE OF the hereinabove described premises from April 1, 2016, the effective date of this lease renewal, through April 1, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a 22-slip private residential multi-family docking facility with boat lifts to be used exclusively for mooring of recreational vessels 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 26 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 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 the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

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

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

7. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. 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 1254, Page 1012, Public Records of Lee 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 renewal, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 1254, Page 1012, Public Records of Lee 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 RENEWAL:** This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

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

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

Casa Bonita Royale Condominium Association, Inc.
4985 Tamiami Trail East
Naples, Florida 34113

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

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

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

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

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

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

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

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that 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 1254, Page 1012, Public Records of Lee 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 renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 1254, Page 1012, Public Records of Lee 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 renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

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

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 agreement.

25. 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.

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

27. 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.

28. 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.

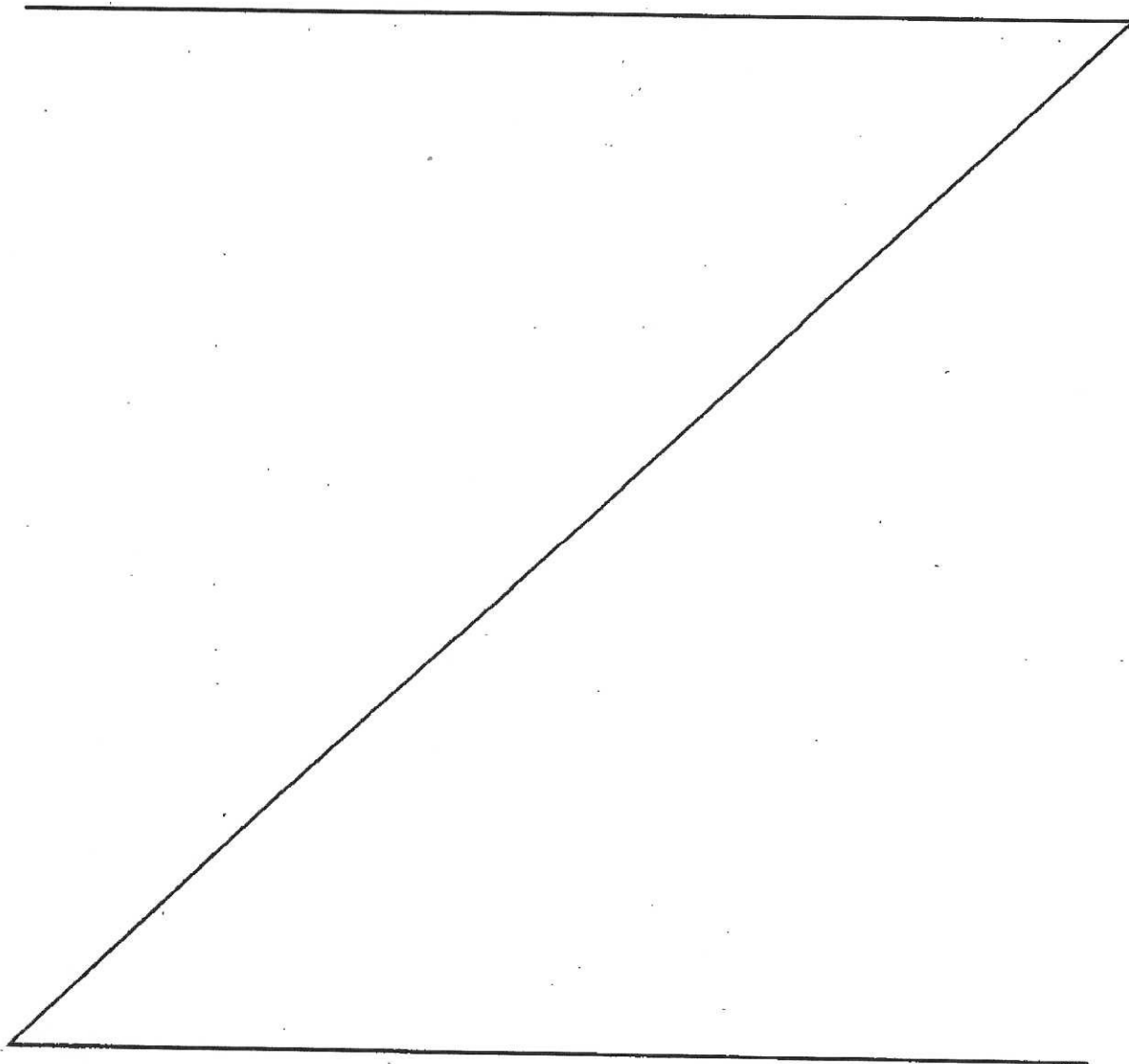
29. SPECIAL LEASE CONDITIONS:

A. 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.

B. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

C. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.

D. Use of the wet slips shall be restricted to persons who have a real property interest in a dwelling unit in Casa Bonita Royale Condominium.



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

WITNESSES:

Celeda Wallace
Original Signature

Celeda Wallace
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

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

BY: Cheryl C. McCall (SEAL)
Cheryl C. McCall, 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 this 11th day of May, 2016 by Cheryl C. McCall, 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Jay L. Hain 4/18/16
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name: KATHY C GRIFFIN
My Commission Expires: Notary Public - State of Florida
Commission # FF 917725
My Comm. Expires Nov 27, 2019
Commission/Seal No. Bonded through National Notary Assn.

WITNESSES:

Ivonne Zaiter
Original Signature

Ivonne Zaiter
Typed/Printed Name of Witness

[Signature]
Original Signature

ETRIE ROSE
Typed/Printed Name of Witness

STATE OF FL

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of April, 2016, by Lee Christoferson, as President of Casa Bonita Royale Condominium Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He/she is personally known to me or who has produced FL Driver License, as identification.

My Commission Expires:

Feb. 26, 2017

Commission/Serial No. EE878557

Casa Bonita Royale Condominium Association, Inc.,
a Florida nonprofit corporation (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Lee Christoferson
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

Ivonne Zaiter
Signature of Notary Public

Notary Public, State of FL

Ivonne Zaiter
Printed, Typed or Stamped Name

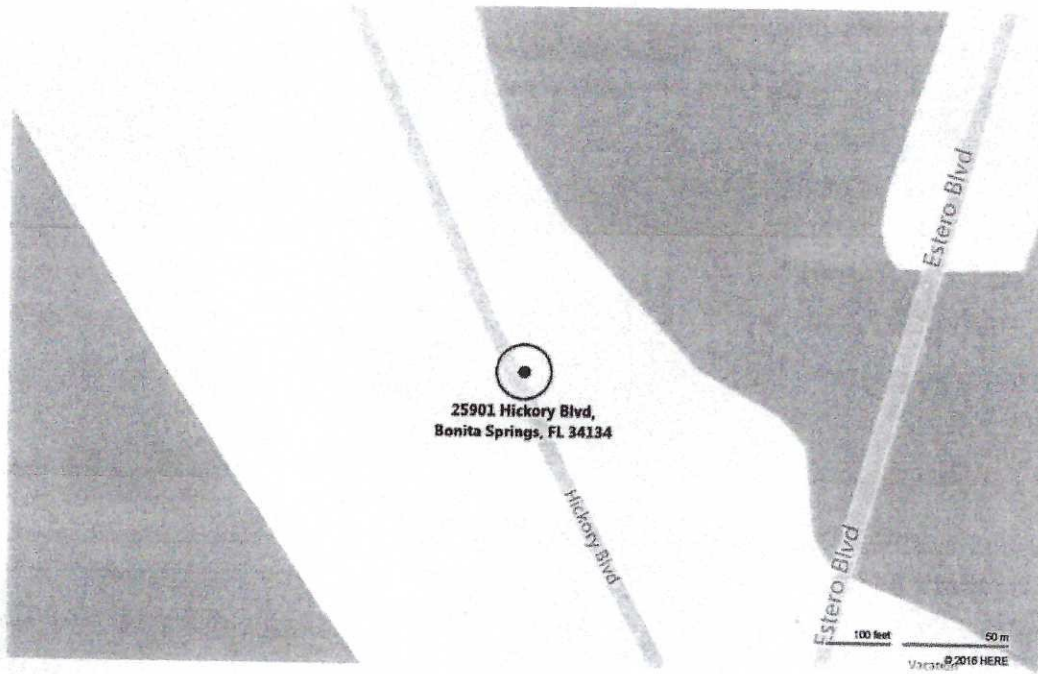


Ivonne Zaiter
State of Florida
MY COMMISSION # EE 878557
Expires: February 26, 2017

Bing Maps

bing maps

25901 Hickory Blvd,
Bonita Springs, FL 34134



CASA BONITA ROYALE PROPOSED SUBMERGED LAND LEASE

REVISED DATE: 11/18/2011
 102 53 1000
 102 53 1000

INDEX

1. COVER SHEET
2. PROPOSED SUBMERGED LANDS LEASE
3. DOCK DETAILS

PROPOSED SUBMERGED LAND LEASE AREA LEGAL DESCRIPTION

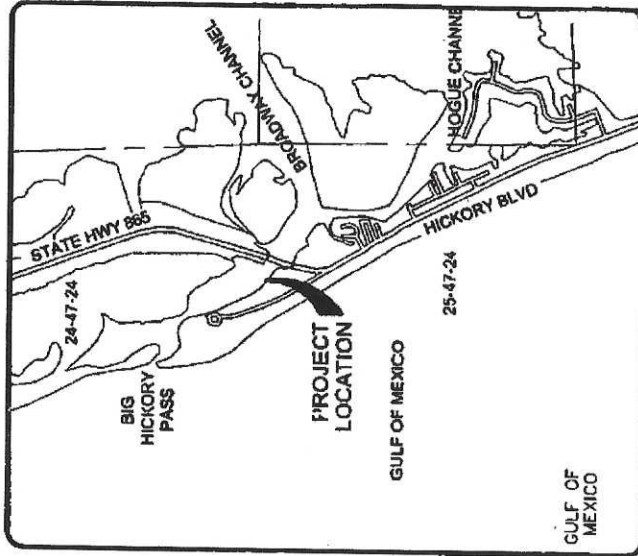
A PARCEL OF LAND SUBMERGED IN BIG HICKORY PASS, LYING IN SECTION 25, TOWN 8 NORTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY MOST CORNER OF CASA BONITA ROYALE CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 1823, PAGES 1612 THROUGH 1046, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

- RUN N49°12'43"E 33.04 FEET;
- THENCE S88°10'04"E 66.75 FEET;
- THENCE S42°13'55"E 67.69 FEET;
- THENCE S48°22'41"E 87.91 FEET;
- THENCE S50°21'55"E 77.85 FEET;
- THENCE S64°43'00"E 54.44 FEET;
- THENCE S45°07'30"W 35.90 FEET TO THE EASTERLY MOST CORNER OF SAID CASA BONITA ROYALE CONDOMINIUM;
- THENCE N64°43'00"W 47.79 FEET;
- THENCE N50°21'35"E 80.40 FEET;
- THENCE N48°22'41"W 103.40 FEET;
- THENCE N43°13'55"W 80.20 FEET;
- THENCE N38°10'04"W 66.39 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 12.142 SQUARE FEET OF LAND OR 0.28 ACRES OF LAND.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.



LOCATION MAP

TIDAL INFORMATION:

TIDAL DATUMS AT LITTLE HICKORY ISLAND, LITTLE HICKORY BAY, ARE BASED ON FLORIDA 872 5259 TIDE STATION. PUBLISHED 11-18-2001.

- LENGTH OF SERIES
- TIME PERIOD
- TIDAL EPOCH
- MEAN HIGH WATER (MHW)
- MEAN TIDE LEVEL (MTL)
- MEAN LOW WATER (MLW)

- = 6 MONTHS
- o 183 - 2001
- = 1.16 FT MVD=0.25 FT NAVD
- = 0.91 FT MVD=0.25 FT NAVD
- = 0.82 FT MVD=0.25 FT NAVD

REVISIONS		REVISION DESCRIPTION
NO.	DATE	BY

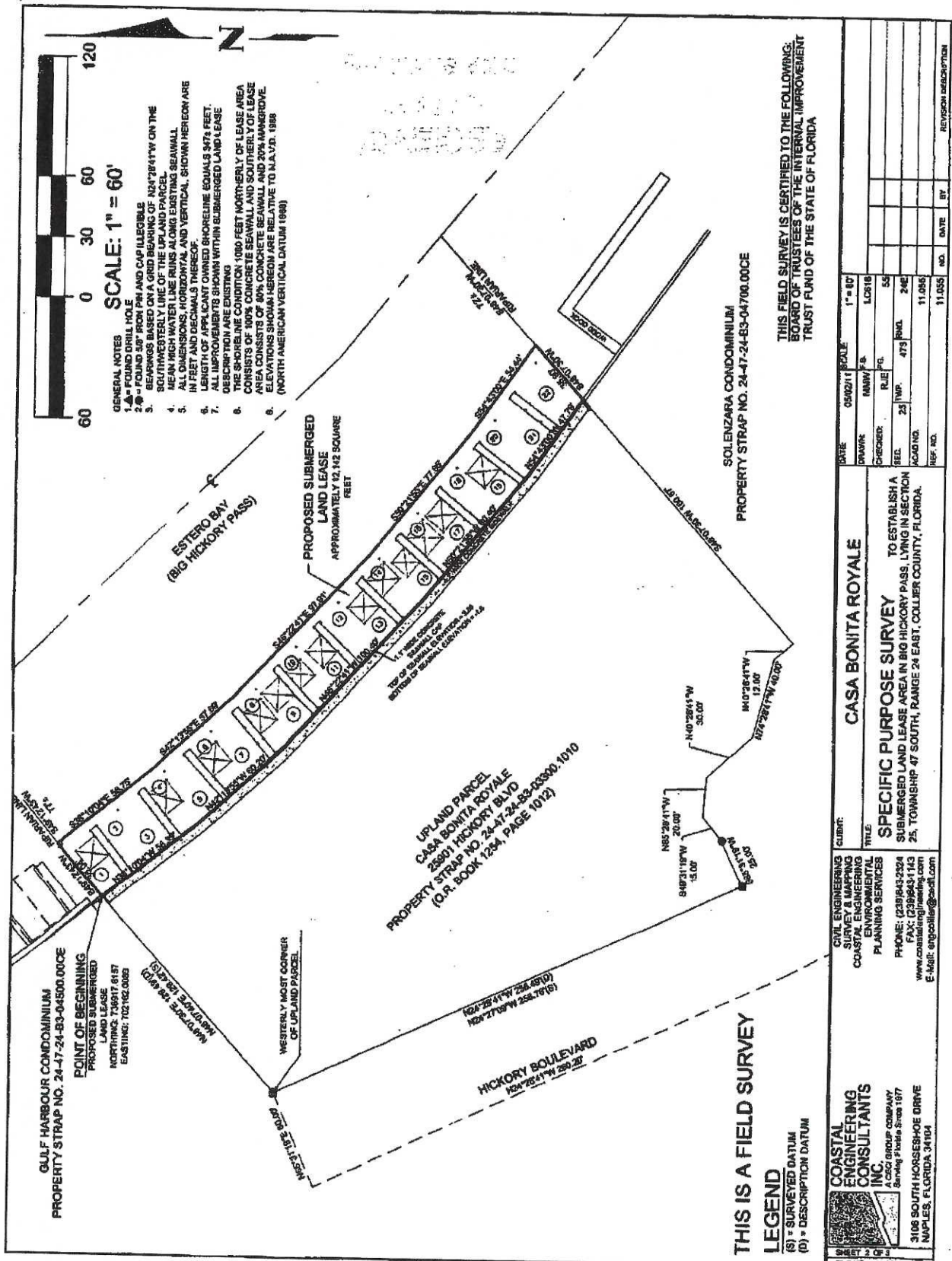
COASTAL ENGINEERING CONSULTANTS, INC.
 FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EIVING, V.P.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 8268
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER
 DATE OF FIELD SURVEY: 6/27/11
 DATE OF SIGNATURE: 6/27/11

COASTAL ENGINEERING CONSULTANTS, INC.
 COASTAL & CIVIL ENGINEERS • PLANNERS • SURVEYORS • GEOLOGISTS

3108 SOUTH HORSESHOE DRIVE
 NAPLES, FLORIDA 34104
 APRIL 27, 2011
 (239) 643-2324

PROJECT NO. 11.055
 FILE NO. 11.055SL
 SHEET 1 OF 3
 ACAD DWG. NO. 11.055SL.DWG



- GENERAL NOTES**
1. 1.5" FOUND DRILL HOLE
 2. 2.0" FOUND 3/8" IRON PIN AND CAP ILLEGIBLE
 3. BEARINGS BASED ON A GRID BEARING OF N147°28'41"W ON THE SOUTHWESTERLY LINE OF THE UPLAND PARCEL.
 4. MEAN HIGH WATER LINE RUNS ALONG EXISTING SEAWALL
 5. ALL DIMENSIONS, HORIZONTAL AND VERTICAL, SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 6. LENGTH OF APRIL 1947 SHORELINE EQUALS 3472 FEET.
 7. ALL IMPROVEMENTS SHOWN WITHIN SUBMERGED LAND LEASE DESCRIPTION ARE EXISTING.
 8. THE SHORELINE CONDITION 1000 FEET NORTHERLY OF LEASE AREA CONSISTS OF 100% CONCRETE SEAWALL AND SOUTHERLY OF LEASE AREA CONSISTS OF 80% CONCRETE SEAWALL AND 20% MANGROVE. ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.A.S.D. 1988 (NORTH AMERICAN VERTICAL DATUM 1988)

THIS FIELD SURVEY IS CERTIFIED TO THE FOLLOWING:
 BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
 TRUST FUND OF THE STATE OF FLORIDA

DATE	05/02/11	SCALE	1" = 60'
DRAWN	MMW	FILE	LCR16
CHECKED	RL	FILE	SS
REV.	23	DATE	2-8E
ACAD NO.		NO.	11.055
REF. NO.		NO.	11.055
		DATE	BY
			REVISION DESCRIPTION

CASA BONITA ROYALE
 TO ESTABLISH A
SPECIFIC PURPOSE SURVEY
 SUBMERGED LAND LEASE AREA IN BIG HICKORY PASS, LYING IN SECTION
 25, TOWNSHIP 47 SOUTH, RANGE 24 EAST, COLLIER COUNTY, FLORIDA.

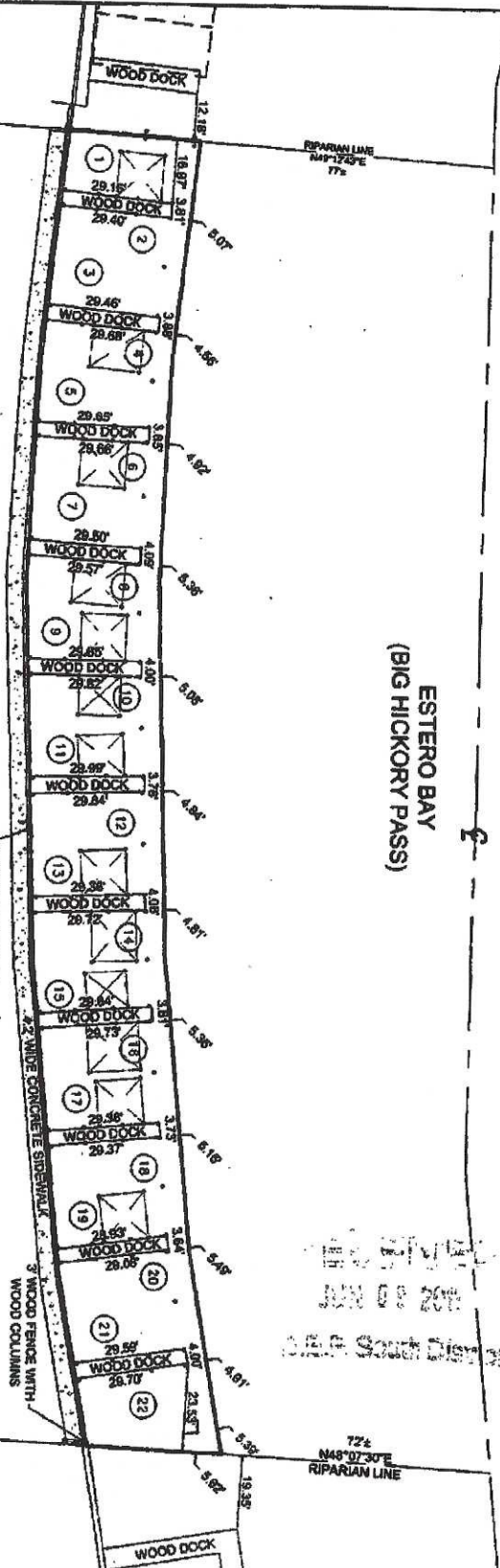
CIVIL ENGINEERING
 SURVEY & MAPPING
 COASTAL ENGINEERING
 ENVIRONMENTAL
 PLANNING SERVICES
 PHONE: (239) 433-2924
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COASTAL ENGINEERING CONSULTANTS INC.
 GROUP COMPANY
 Sinking Stones Since 1877
 3106 SOUTH HORSESHOE DRIVE
 NAPLES, FLORIDA 34104

SHEET 2 OF 3
 FILE NO.: 11.055

THIS IS A FIELD SURVEY
LEGEND
 (S) = SURVEYED DATUM
 (D) = DESCRIPTION DATUM

LEGEND
 (S) = SURVEYED DATUM
 (D) = DESCRIPTION DATUM



BOAT LIFT INDEX

SLIP NUMBER	SLIP LENGTH	SLIP WIDTH
1	29'	12.0'
2	29'	12.5'
3	29'	13.5'
4	29'	12.5'
5	29'	12.7'
6	29'	13.0'
7	29'	13.0'
8	29'	12.5'
9	29'	12.5'
10	29'	12.5'
11	29'	12.5'
12	29'	13.4'
13	29'	13.4'
14	29'	12.5'
15	29'	12.5'
16	29'	13.4'
17	29'	12.5'
18	29'	13.2'
19	29'	13.2'
20	29'	13.2'
21	29'	13.2'
22	29'	17.9'

UPLAND PARCEL
 CASA BONITA ROYALE
 25901 HICKORY BLVD
 PROPERTY STRAP NO. 24-47-24-B3-03300.1010
 (O.R. BOOK 1254, PAGE 1012)



THIS FIELD SURVEY IS CERTIFIED TO THE FOLLOWING:
 BOARD OF TRUSTEES OF THE INTERVAL IMPROVEMENT
 TRUST FUND OF THE STATE OF FLORIDA

COASTAL ENGINEERING CONSULTANTS, INC. 3108 SOUTH HORSERHOE DRIVE WINTER FLORIDA 34104 PHONE: (239)940-2234 FAX: (239)940-1143 WWW.COASTALINC.COM E-MAIL: info@cei.com		COASTAL ENGINEERING SURVEY & MAPPING ENGINEERING ENVIRONMENTAL PLANNING SERVICES 25 TOWNSHIP 47 SOUTH, RANGE 24 EAST, COLLIER COUNTY, FLORIDA PHONE: (239)940-2234 FAX: (239)940-1143 WWW.COASTALINC.COM E-MAIL: info@cei.com	
PROJECT NO. 11-08	DATE 08/02/11	SCALE 1" = 40'	DATE
DRAWN BY J.S.	CHECKED BY J.S.	PROJECT NO. 11-08	DATE
TITLE	CASA BONITA ROYALE	DATE	DATE
SPECIFIC PURPOSE SURVEY SUBMERGED LAND LEASE AREA IN BIG HICKORY PASS, LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 24 EAST, COLLIER COUNTY, FLORIDA.		DATE	DATE
REVISION DESCRIPTION	NO.	DATE	BY