

Memo

March 18, 2008

To Rich and Jeff

Here is a copy of the Bay Harbor Submerged Land Lease (SLL) and the Consent Order from the DEP. I have kept a copy.

In 2006, the DEP found Bay Harbor in violation of our SLL. After a series of negotiations, the DEP granted Bay Harbor a Consent Order to use the boat slips as we had historically used the slips.

Bay Harbor is meeting the stipulations of the Consent Order and after all stipulations have been met, the DEP will officially renew our SLL. In the meantime, the copy of the SLL I am providing is the governing document.

We have recently had a new survey completed and this has been provided to the DEP, as stipulated in the Consent Order. If this would be needed, I can email the PDFs of the survey to Rich. Any question, 948-9012.

Bob Barley



Florida Department of Environmental Protection

South District Office
P.O. Box 2549
Fl. Myers, Florida 33902-2549

Charlie Crist
Governor

Jeb Kottkamp
Lt. Governor

Michael W. Sole
Secretary

August 28, 2007

CERTIFIED MAIL NO. 7005 2570 0001 3277 2457
RETURN RECEIPT REQUESTED

Bay Harbor Club of Bonita Beach
Condominium Association, Inc.
c/o Mr. Robert Barley
26235 Hickory Blvd, 7B
Bonita Springs, FL 34134

Re: Lee County - ERP
OGC Case No. 06-2233-36-SL

Dear Mr. Barley:

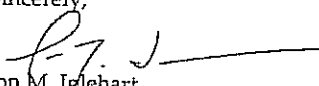
Enclosed is the signed and entered Consent Order, OGC No. 06-2233-36-SL, to resolve this case. This copy is for your records. Please note that all compliance dates for the Consent Order begin on the date of entry, which is August 28, 2007. Upon satisfactory completion of all conditions of the Order, we will close this case and place it in our inactive file.

Please review the enclosed 'Task Deadlines' which detail each item required by the Consent Order and the corresponding deadline for completion, which is based on the date of entry of the order.

If you have any questions regarding this matter, please contact Jim Kipp at the above letterhead address or by phone at (239) 332-6975, extension 190.

Your cooperation in resolving this case is appreciated.

Sincerely,


Jon M. Iglehart
Director of
District Management

JMI/JK/amp

Enclosures

cc: Lea Crandall, Agency Clerk (Mail Station 35)

"More Protection. Less Process"
www.dep.state.fl.us

Tasks Deadlines
Required by

Consent Order OGC no. 06-2233-36-SL

Consent Order
Entered 8/28/2007

	Description	Deadline	Complete
Paragraph no. 6	Penalty of \$ 13,567.58	9/28/2007	
Paragraph no. :			
Attachment I, Paragraph no. 1	Mooring to be within the lease boundaries	8/28/2007	
Attachment I, Paragraph no. 2	Submit Lease modification application with revised survey of Lease area to the Department	11/28/2007	
Attachment I, Paragraph no. 3	Purchase and install permanent manatee signs	11/28/2007	
Attachment I, Paragraph no. 4	Submit Wet Slip User Agreement to the Department	10/29/2007	
Attachment I, Paragraph no. 5	Prior to any construction activity, receive proper permits and authorizations from the Department	8/28/2007	
Attachment I, Paragraph no. 6	Boatlifts and floating vessel platforms allow vessels to be within the lease area	8/28/2007	
Attachment I Paragraph no. 7	Provide a copy of the Consent Order and Corrective Actions to all slip owners and/or persons with access or permission to the use of a slip	9/28/2007	
Attachment I Paragraph no. 8	Provide the Department with a copy of the amended Bay Harbor Club Condominium documents reflecting the new lease and conditions	8/28/2008	
Attachment I Paragraph no. 9	Amend Conservation Easement	2/28/2008	

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)
OF ENVIRONMENTAL PROTECTION,) IN THE OFFICE OF THE
and THE BOARD OF TRUSTEES OF THE) SOUTH DISTRICT
INTERNAL IMPROVEMENT TRUST FUND,)
)
Complainant,)
) OGC FILE NO. 06-2233-36-SL
vs.)
)
BAY HARBOR CLUB OF BONITA BEACH)
CONDOMINIUM ASSOCIATION, INC.)
)
)
Respondent.)
_____)

CONSENT ORDER

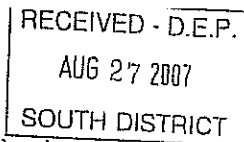
This Consent Order is entered into between the State of Florida Department of Environmental Protection ("Department"), The Board of Trustees of the Internal Improvement Trust Fund ("Board") and Bay Harbor Club of Bonita Beach Condominium Association, Inc. ("Respondent") to reach settlement of certain matters at issue between the Department, the Board, and Respondent.

The Department [and the Board] find and the Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce Chapter 373, Part IV and Chapter 403, Florida Statutes, and the rules promulgated and authorized thereunder, Title 62, Florida Administrative Code. The Department has jurisdiction over the matters addressed in this Consent Order.

2. The Board is responsible for overseeing state owned lands and ensuring they are managed in trust for the citizens of the State of Florida pursuant to Chapter 253, Florida Statutes, and the rules promulgated and authorized thereunder, Title 18, Florida Administrative Code. The Department has the duty to perform all staff duties and functions related to the administration of state lands as provided in Section 253.002, Florida Statutes.

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3. Respondent is a person within the meaning of Section 253.04, 373.019(15) and 403.031(5), Florida Statutes.
4. Respondent is the owner of property located at 26225 Hickory Blvd, Bonita Springs, Strap No. 25-47-24-B2-04200.00CE, Section 25, Township 47 South, Range 24 East, Lee County, as shown in Exhibit A.
5. The Department finds that the Respondent violated Sections 253.77 and 373.430, Florida Statutes and Rules 18-21.005 and 62-343.050, Florida Administrative Code. An inspection by Department personnel on March 23, 2006 revealed that floating mooring platforms and vessels were being moored outside of the lease boundaries in violation of Sovereignty Submerged Land Lease No. 330022545. The Respondent also failed to install the manatee awareness signs as required by special lease condition No. 31. (A). Permit No. 36-0170261-01 was issued to the Lessee on June 24, 2002, for an expansion and reconfiguration of a portion of the Lease area, and the lease was modified to reflect these proposed changes. This modification and reconfiguration has not, and will not be done. These activities were conducted adjacent to the above-described property below the mean high water line of Hogue Channel, Class III waters of the State, as defined by Florida Law.

Having reached a resolution of the matter Respondent and the Department and the Board mutually agree and it is,

ORDERED:

6. Within 30 days of the effective date of this Consent Order, Respondent shall pay the Department \$13,567.58 in settlement of the proprietary (State Lands) matters addressed in this Consent Order. This amount includes \$8,000.00 in administrative fines for alleged violations of Section 253.04, Florida Statutes, and of the Board's rules, \$5,067.58 for lease fees in arrears plus interest (see Exhibit B), and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Consent Order. Payment shall be made by cashier's check or money order. The instrument shall be made payable to the "Board of Trustees of the Internal Improvement Trust Fund" and shall include thereon the OGC number assigned to this Consent Order, which is 06-2233-36-SL, and the notation " Internal Improvement Trust Fund". The payment shall be sent to the Florida Department of Environmental Protection, South District Office, P.O. Box 2549, Fort Myers, FL 33902-2549.
7. Respondent shall comply with all provisions of Lease No. 330022545 (issued 6/24/2002, expires 9/15/2007) and the corrective actions until such time as a new Lease is issued by the Board.

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Once a new lease is issued, the respondent shall comply with the new lease conditions rather than these corrective actions.

8. Respondent shall not conduct any mangrove trimming or alteration, dredging, filling, or construction activities on or within wetlands and surface waters as defined in Chapter 62-340, Florida Administrative Code without first obtaining a valid Department permit or written notification from the Department that the activities appear to be exempt as proposed from Department permitting requirements; nor shall Respondent conduct any activities on state owned lands below the ordinary or mean high water lines without first obtaining a lease, easement, or other consent of use from the Department.

9. Respondent agrees to pay the Department stipulated penalties in the amount of \$100.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 7 and 8 of this Consent Order. A separate stipulated penalty shall be assessed for each violation of this Order. Within 30 days of written demand from the Department, Respondent shall make payment of the appropriate stipulated penalties to the "The Department of Environmental Protection" by cashier's check or money order and shall include thereon the OGC number assigned to this Consent Order, which is 06-2233-36-SL, and the notation "Ecosystem Management and Restoration Trust Fund." The Department may make demands for payment at any time after violations occur. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any of the terms of this Consent Order. Any penalties assessed under this paragraph shall be in addition to the settlement sum agreed to in paragraph 6 of this Consent Order. If the Department is required to file a lawsuit to recover stipulated penalties under this paragraph, the Department will not be foreclosed from seeking civil penalties for violations of this Consent Order in an amount greater than the stipulated penalties due under this paragraph.

10. If any event, including administrative or judicial challenges by third parties unrelated to the Respondent, occurs which causes delay or the reasonable likelihood of delay, in complying with the requirements of this Consent Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of the Respondent and could not have been or cannot be overcome by Respondent's due diligence. Economic circumstances shall not be considered circumstances beyond the control of Respondent, nor shall the failure of a contractor, subcontractor, materialman or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines be a cause

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beyond the control of Respondent, unless the cause of the contractor's late performance was also beyond the contractor's control. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department orally within 24 hours or by the next working day and shall, within seven calendar days of oral notification to the Department, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay and the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended for a period equal to the agreed delay resulting from such circumstances. Such agreement shall adopt all reasonable measures necessary to avoid or minimize delay. Failure of Respondent to comply with the notice requirements of this Paragraph in a timely manner shall constitute a waiver of Respondent's right to request an extension of time for compliance with the requirements of this Consent Order.

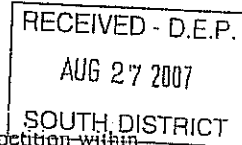
11. Respondent shall allow all authorized representatives of the Department access to the property at reasonable times for the purpose of determining compliance with the terms of this Consent Order and the rules and statutes of the Department.

12. Entry of this Consent Order does not relieve Respondent of the need to comply with applicable federal, state or local laws, regulations or ordinances.

13. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69, 253.04, 373.129 and 403.121, Florida Statutes. Failure to comply with the terms of this Consent Order shall constitute a violation of Sections 253.04, 373.430 and 403.161, Florida Statutes.

14. Respondent is fully aware that a violation of the terms of this Consent Order may subject Respondent to judicial imposition of damages, civil penalties of up to \$10,000 per day per violation and administrative fines of up to \$10,000 per day per violation and criminal penalties.

15. Persons who are not parties to this Consent Order, OGC Case No. 06-2233-36-SL, but whose substantial interests are affected by this Consent Order have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of



filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Section 120.57, Florida Statutes.

The petition shall contain the following information:

- (a) The Department's identification number for the Consent Order and the county in which the subject matter or activity is located;
- (b) The name, address, and telephone number of each petitioner. The name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposed;
- (c) A statement of how and when each petitioner received notice of the Consent Order;
- (d) A statement of how each petitioner's substantial interests are affected by the Consent Order;
- (e) A statement of the material facts disputed by petitioner. If there are none, the petition must so indicate;
- (f) A statement of which rules or statutes petitioner contends require reversal or modification of the Consent Order;
- (g) A statement of facts which petitioner contends warrant reversal or modification of the Consent Order, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (h) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Consent Order.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's and the Board's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department and the Board with regard to the subject Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent

intervention will only be at the approval of the presiding officer upon petition filed pursuant to Rule 28-106.205, Florida Administrative Code.

A person whose substantial interests are affected by the Consent Order may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department, the Board and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the Respondent, the Department, the Board and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the Consent Order. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 10 days after the deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

- (a) The names, addresses, and telephone numbers of any persons who may attend the mediation;
- (b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;
- (c) The agreed allocation of the costs and fees associated with the mediation;
- (d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;
- (e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;
- (f) The name of each party's representative who shall have authority to settle or recommend settlement;
- (g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a statement

clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference; and

(h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department and the Board must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department and the Board have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department and the Board shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

16. The Department and the Board hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes, or the rules promulgated thereunder that are not specifically addressed by the terms of this Consent Order.

17. The Department and the Board, for and in consideration of the complete and timely performance by Respondent of the obligations agreed to in this Consent Order, hereby waives its right to seek judicial imposition of damages or civil penalties for alleged violations addressed in this Consent Order.

18. Respondent acknowledges and waives its right to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, on the terms of this Consent Order. Respondent acknowledges its right to appeal the terms of this Consent Order pursuant to Section 120.68, Florida Statutes, and waives that right upon signing this Consent Order.

19. No modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by both the Respondent, the Department and the Board.

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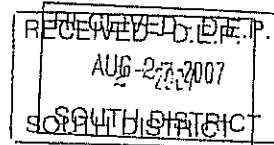
20. All submittals and payments required by this Consent Order to be submitted to the Department and the Board, unless otherwise indicated, shall be sent to the Florida Department of Environmental Protection, South District Office, P.O. Box 2549, Fort Myers, FL 33902-2549.

21. In the event of a sale or conveyance of the property, if all of the requirements of this Consent Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the property, (1) notify the Department and the Board of such sale or conveyance and (2) provide a copy of this Consent Order with all attachments to the new owner. The sale or conveyance of the property shall not relieve the Respondent of the obligations imposed in this Consent Order.

22. This Consent Order is a settlement of the Department's civil and the Board's administrative authority arising under Florida law to resolve the matters addressed herein. This Consent Order is not a settlement of any criminal liabilities, which may arise under Florida law, nor is it a settlement of any violation, which may be prosecuted criminally or civilly under federal law.

23. This Consent Order is a final order of the Department and the Board pursuant to Section 120.52(7), Florida Statutes, and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition this Consent Order will not be effective until further order of the Department and the Board.

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FOR THE RESPONDENT:
BAY HARBOR CLUB OF BONITA BEACH
CONDOMINIUM ASSOCIATION, INC.

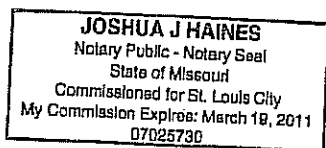
8-21-2007
DATE

Robert Barley
Robert Barley
President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21st day of August, 2007,
by Robert Barley. He is personally known to me and produced A Florida Driver's License
as identification and did/did not take an oath.

[Signature]
Notary Public, State of Missouri



Joshua Haines
Printed/typed or stamped name

My Commission Expires: March 19, 2011
Commission/Serial No.: 07025730

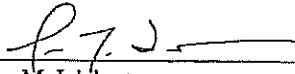
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Please do not write below this line. For DEP use only.

DONE AND ORDERED this 28th day of August, 2007, in Lee County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management
South Florida District
P.O. Box 2549
Fort Myers, Florida 33902-2549
Telephone: (239) 332-6975

FILING AND ACKNOWLEDGEMENT

FILED, on this date, pursuant to S 120.52, Florida Statutes, with the designated
Department Clerk, receipt of which is hereby acknowledged.



CLERK

8-28-07
DATE

cc: Lea Crandall, Agency Clerk (Mail Station 35)

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SOUTH DISTRICT

**ATTACHMENT I
CORRECTIVE ACTIONS
OGC No. 06-2233-36-SL**

In order to qualify for a Lease from the Board, the Respondent shall do the following. By complying with these requirements, Respondent is not assured that the Board will issue a Lease or that the Department will recommend that a Lease be issued. All of these corrective actions must be completed within the stated time periods.

MOORING

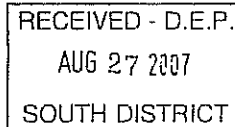
Immediately upon the effective date of this Consent Order, Respondent shall ensure that no mooring (docking) of vessels occurs more than 30 feet from the face of the seawall. The only exception to the 30-foot mooring limit will be in slip No. 44, which will extend outward 33 feet from the seawall to accommodate ingress and egress for the handicapped individual. Upon the sale, transfer, lease, or re-assignment of this slip, the slip length will revert back to the 30 foot maximum. All parts of all vessels moored at the facility in the water or on boatlifts on a temporary or permanent basis shall at all times be within the Lease boundaries. All parts of all vessels includes any extensions of the vessels including, but not limited to, bow pulpits, dive platforms, nets, trawl doors, outboard motors, outdrives, and dinghies.

SURVEY

Within 90 days of the effective date of this Consent Order, Respondent shall submit a Lease Modification application consisting of a revised survey of the Lease area meeting the requirements of SLER 0950 to the Department that includes all of the existing structures (docks and pilings), mooring areas and proposed lease expansion areas over sovereign submerged lands as indicated in the attached site drawing. Ensure that your surveyor completes the survey checklist (Cover page) of SLER 0950 prior to submittal of the survey to the Department. Lessee shall submit revisions to the survey within 30 days of receipt of a Department notice of any survey deficiencies. Please have your surveyor contact the Department if he or she has any questions regarding the completion of a survey for the facility. The survey must meet the requirements of SLER 0950 to be acceptable. The survey shall be submitted to the Department's South District Office, SLERP Section, P.O. Box 2549, Fort Myers, FL 33902-2549.

PERMANENT MANATEE SIGNS

Within 90 days of the effective date of this Consent Order, Respondent shall purchase and install permanent manatee signs at the Marina that has received approval by the Florida Fish and Wildlife Conservation Commission (FWWCC), Imperiled Species Management Section (ISMS). The number, type and procedure for installation shall be in accordance with the "Permanent Manatee Sign Information" (Attachment II). Respondent shall ensure that the view of the permanent manatee signs is not obscured in any manner at anytime. Respondent agrees to replace the manatee signs in the event that the signs fade or become damaged and maintain the signs for the life of the Marina.



WET SLIP USER AGREEMENT

Within 60 days of the effective date of this Consent Order, Respondent shall develop and submit to the Department of Environmental Protection a complete copy of the wet slip user agreement to be used by the Respondent to assign or transfer the right to use a wet slip at the leased docking facility to a third party. The wet slip user agreement shall include information acceptable to the Department of Environmental Protection addressing the following:

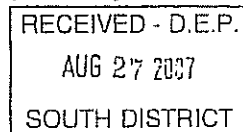
- a. a provision that clearly notifies the wet slip purchaser that the wet slip sales agreement is subject to Sovereignty Submerged Lands Lease No.360022545;
- b. a provision that clearly notifies the wet slip user that if the wet slip user subsequently transfers his right to use said wet slip to another party, the agreement used to transfer the wet slip shall contain a provision that requires 6% of the gross income derived from said agreement for the use of a wet slip be paid to the Respondent who, upon receipt, shall report and transmit said amount to the Lessor.
- c. a provision that clearly notifies the wet slip purchaser that no interest in a wet slip can be further transferred unless a similar provision is placed in each succeeding agreement used to transfer the wet slip.
- d. a provision that clearly indicates the length of the wet slip. Attached to the wet slip user agreement will be a copy of the survey and legal description approved by the Department that clearly identifies the slip being sold or subleased and the associated submerged lands on which the slip is located. If the boat length is not specified on the survey, the wet slip user agreement shall include a statement that any vessel moored in the slip must be wholly contained within the leased premises. This shall include motors, bowsprits, pulpits, etc., when the vessel is moored in the water or placed on a boat lift; and

Respondent shall notify the Department at least 30 days prior to the first transfer or any subsequent transfer of a wet slip at the leased docking facility

Within 30 days after initial transfer or any subsequent transfer of each wet slip at the leased docking facility, Respondent shall report to the Department the gross income received by the Respondent that results from the Respondent's transfer of each wet slip and the gross income derived by the third parties from all subsequent transfers of each wet slip.

PERMITS

Immediately upon the effective date of this consent order Respondent shall insure that the proper permits and authorizations have been received from the Department prior to any construction activity of any kind within the Submerged Land Lease area.



BOATLIFTS

Immediately upon the effective date of this consent order Respondent shall insure that any boatlifts installed pursuant to Permit No. 36-0170261-003 issued April 21, 2006, are placed landward enough to ensure that all parts of all vessels stored on the boatlifts will be wholly within the lease area at all times.

Immediately upon the effective date of this Consent Order, Respondent shall insure that any floating vessel platforms will be positioned landward enough in the slips to ensure that all parts of all vessels using the platforms will be wholly within the lease area at all times.

CONSENT ORDER

Within 30 days of the effective date of this consent order, Respondent shall provide a copy of the Consent Order and corrective actions to all individual slip owners, and/or anyone with access or permission to the use of a slip. Once a new lease is issued, Respondent shall ensure that a copy of the lease will be provided to the individual slip owners, and/or anyone with access or permission to the use of a slip.

CONDOMINIUM DOCUMENTS

Within 1 year of the effective date of this Consent Order, Respondent shall amend the Bay Harbor Club Condominium Documents to reflect the new lease, the mooring conditions, revenue reporting, and provide the Department with a copy of the amended documents.

CONSERVATION EASEMENT

Within 90 days of the submittal of the new submerged lands lease survey meeting the requirements of SLER-0950, Respondent shall amend the Conservation Easement to accurately depict the configuration of the existing docking facility.

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AUG 27 2007
SOUTH DISTRICT

This Instrument Prepared By:
M. Sue Jones
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL
AND MODIFICATION TO INCREASE SQUARE FOOTAGE

BOT File No. 360022545
PA No. 36-0170261-001

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

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Bay Harbor Club of Bonita Beach Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 25, Township 47 South, Range 24 East, in Hoguc Channel, Lee County, containing 16,446 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 27, 2002.

TO HAVE THE USE OF the hereinabove described premises from June 24, 2002, the effective date of this modified lease renewal, through September 15, 2007, the expiration date of this modified lease renewal. 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 construct and operate a 50-slip docking facility including a marginal dock exclusively to be used for mooring of recreational vessels in conjunction with an upland condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Consolidated Environmental Resource Permit No. 36-0170261-001, dated June 24, 2002, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted on Page 10 of Attachment A of this modified lease shall be completed no later than June 24, 2007. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 13, herein. 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 for the expanded area (1,846 square feet) of \$230.01, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed modified lease. The annual fee for the remaining years of the lease for the entire lease area (16,446 square feet) shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands 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 Division of State Lands 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. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: 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 total amount of the gross receipts derived from the rental of wet slips, if applicable. When six percent (6%) of the gross receipts derived from the rental of wet slips exceeds the prorated base fee or minimum fee established pursuant to section 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.

4. LATE FEE ASSESSMENTS: 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 due hereunder which are not paid within 30 days of their due dates.

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 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 Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not 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.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and 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 maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of 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 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. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. 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, or fails or refuses to comply with the provisions and conditions herein set forth within 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 Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Bay Harbor Club of Bonita Beach Condominium Association, Inc.
26225 Hickory Blvd.
Bonita Springs, Florida 33923

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.

14. 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.

15. 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.

16. 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.

17. 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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. 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.

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

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon all common property described in that certain Declaration of Condominium recorded in Official Records Book 1696, page 227, public records of Lee County, Florida.

21. 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 13 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.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: 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 interest of the Lessee in its uplands enforceable in summary proceedings as provided by Law.

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

24. 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.

25. 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 facility.

26. 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 area. No restaurant or dining activities are to occur within the leased area. 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.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE 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.

28. 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.

29. LIVEBOARDS: The term "liveboard" 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 liveboards are authorized by paragraph one(1) of this lease, in no event shall such "liveboard" status exceed six(6) months within any twelve(12) month period, nor shall any such vessel constitute a legal or primary residence.

30. 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.

31. SPECIAL LEASE CONDITIONS:

A. Lessee shall install and maintain a manatee informational display at a location (or locations) acceptable to the Florida Fish and Wildlife Conservation Commission (FWCC), Bureau of Protected Species Management. The display shall inform 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. The display shall contain information making operators of vessels moored at this facility aware of the danger boats can cause to the endangered manatee when they are operated above slow speed in grass flats or areas shallower than four feet. The Lessee shall install and maintain manatee awareness signs at a location (or locations) acceptable to the FWCC advising boaters to exercise extreme caution because of the presence of manatees in the area. Lessee shall install and display the signs within 30 days prior to completion of construction of the permitted docking facility. Information concerning this manatee educational program may be obtained from the FWCC, Bureau of Protected Species Management at the following address: 620 South Meridian Street, Tallahassee, Florida 32399-1600. The manatee caution sign(s) and manatee information display(s) shall be maintained and replaced as necessary due to fading or damage for the life of the facility.

B. In order to meet the public interest criteria for the dredging and dock construction, prior to the commencement of construction activities authorized by DEP Permit No. 36-0170261-001, Lessee shall donate to the Department of Environmental Protection, Estero Bay Aquatic and Buffer Preserves Program (EBABPP), a template on computer disk and three educational signs (one sign for each site and one extra) acceptable to the EBABPP to be install by EBABPP at the Winkler Point public access location and Estero River Scrub site's public access location. For further specifications and information concerning the required sign, Lessee shall contact the EBABPP at 700-1 Fisherman's Wharf, Fort Myers Beach, Florida 33931 (telephone 941/463-3240). Lessee shall notify the DEP South District office in writing when the signs have been provided to the EBABPP.

WITNESSES:

[Signature]
Original Signature

Florence Davis

Florence Davis
Print/Type Name of Witness

[Signature]
Original Signature

Patricia Scott
Print/Type Name of Witness

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

(SEAL)

BY:

[Signature]

Ralph M. Perkins, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, 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 9 day of September, 2002, by
Ralph M. Perkins, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

[Signature]
Notary Public, State of Florida



Theresa M. Brady
Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

[Signature]
Original Signature

Douglas LeRoy Gorder
Typed/Printed Name of Witness

[Signature]
Original Signature

NOLA E. SCHROER
Typed/Printed Name of Witness

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

BY:

[Signature]
Original Signature of Executing Authority

James Schroer
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

STATE OF MA

COUNTY OF Hampden

The foregoing instrument was acknowledged before me this 10th day of August, 2002 by
James Schroer as President of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a Florida nonprofit corporation,
for and on behalf of the corporation. He is personally known to me or who has produced _____, as
identification.

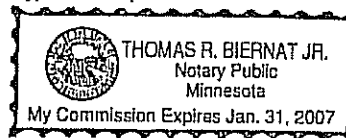
My Commission Expires:

01-31-07

Commission/Serial No. _____

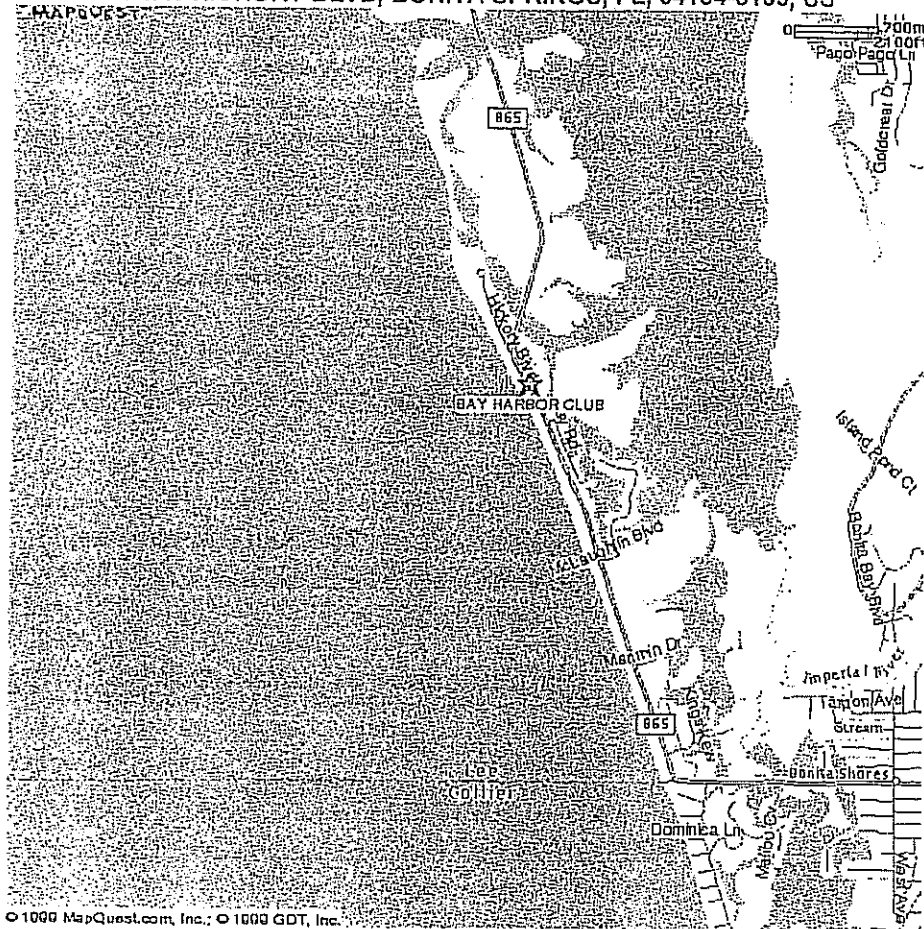
[Signature]
Notary Public, State of MA

Thomas R. Biernat Jr.
Printed, Typed or Stamped Name



SECTION: 25
 TOWNSHIP: 47S
 RANGE: 24E
 LATITUDE: 26° 21' 26"
 LONGITUDE: 81° 51' 23"

26225 HICKORY BLVD, BONITA SPRINGS, FL, 34134-8105, US



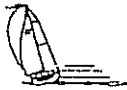
RECEIVED

MAY 22 2000

Project Site Map

D.E.P. - South Distri

HANS J.M. WILSON
 REGISTERED PROFESSIONAL ENGINEER
 FLORIDA REGISTRATION NO. 39680
 DATE: March 11, 2000, 2:17-19 p.m.
 Drawing: BHGTESI.DWG (CM)



PERMIT USE ONLY, NOT FOR CONSTRUCTION

HANS WILSON & ASSOC., INC.
 2025 W. First St. Ft. Myers, Florida 33901
 Tel: 941-334-6870 Fax: 941-334-7810
 MARINE and ENVIRONMENTAL CONSULTANTS

3/11/00

BAY HARBOR CLUB

SHEET

2-8

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MAR 28 2002

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

D.E.P. - South District

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 'J', BONITA BEACH SUBDIVISION, ACCORDING TO A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK: 8, PAGE: 65 PUBLIC RECORDS OF LEE COUNTY, FLORIDA THENCE N.58°32'00"E. FOR 100.00 FEET TO THE NORTHEASTERLY LINE OF HICKORY BOULEVARD (PLAT=100 FEET) AS SHOWN ON SAID PLAT; THENCE S31°28'00"E. ALONG SAID NORTHEASTERLY LINE FOR 200.00 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF BAY HARBOR CLUB, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK: 1698, AT PAGE: 281 SAID PUBLIC RECORDS; THENCE N.58°32'00"E ALONG SAID SOUTHEASTERLY LINE FOR 497.94 FEET TO THE MEAN HIGH WATER LINE ON THE FACE OF A SEAWALL ON HOGUE CHANNEL AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED SUBMERGED LAND LEASE AREA; THENCE ALONG SAID MEAN HIGH WATER LINE ALONG THE FACE OF A SEAWALL FOR THE FOLLOWING DESCRIBED COURSES: N.01°26'06"E FOR 124.65 FEET; N.05°08'09"W FOR 103.90 FEET; N.11°21'19"W. FOR 51.52 FEET N.13°53'08"W. FOR 51.52 FEET; N.14°59'57"W. FOR 9.95 FEET; N.19°05'52"W. FOR 23.67 FEET; N.25°17'24"W. FOR 11.85 FEET; N.28°53'25"W. FOR 12.41 FEET; N.46°00'55"W. FOR 11.44 FEET; N.58°48'46"W. FOR 12.41 FEET; N.86°40'29"W. 12.90 FEET; S.73°54'58"W. FOR 88.49 FEET; S.73°17'43"W. FOR 83.16 FEET TO THE CORNER OF SAID SEAWALL; THENCE S.12°46'25"E. ALONG SAID MEAN HIGH WATER LINE ALONG THE FACE OF SAID SEAWALL FOR 4.00 FEET; THENCE ALONG THE LANDWARD SIDE OF A PROPOSED MARGINAL DOCK FOR THE FOLLOWING DESCRIBED COURSES: S.73°17'43"W. FOR 50.00 FEET; THENCE S.57°09'29"W. FOR 25.57 FEET; THENCE DEPARTING SAID LANDWARD SIDE OF THE PROPOSED MARGINAL DOCK THENCE N.30°09'01"W. FOR 15.43 FEET; TO AN INTERSECTION WITH THE BOUNDARY LINE OF SAID BAY HARBOR CLUB, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK: 1698, AT PAGE: 281 SAID PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.58°32'00"E. ALONG SAID BOUNDARY LINE FOR 33.79 FEET; THENCE N.73°29'10"E. FOR 70.94 FEET; THENCE N.16°35'24"W. FOR 12.72 FEET; THENCE N.73°17'43"E. FOR 58.16 FEET; THENCE N.73°54'58"E. FOR 92.83 FEET; THENCE S.86°40'29"E. FOR 23.38 FEET; THENCE S.58°48'46"E. FOR 21.41 FEET; THENCE S.46°00'55"E. FOR 18.01 FEET; THENCE S.28°53'25"E. FOR 16.96 FEET; THENCE S.25°17'24"E. FOR 13.98 FEET; THENCE S.19°05'52"E. FOR 25.92 FEET; THENCE S.14°59'57"E. FOR 11.09 FEET; THENCE S.13°53'08"E. FOR 52.32 FEET; THENCE S.11°21'19"E. FOR 53.43 FEET; THENCE S.05°08'09"E. FOR 106.69 FEET; THENCE S.01°26'06"W. FOR 125.11 FEET TO THE RIPARIAN RIGHTS LINE OF SAID BAY HARBOR CLUB, A CONDOMINIUM; THENCE S.89°11'56"W. ALONG SAID RIPARIAN RIGHTS LINE FOR 25.02 FEET TO THE POINT OF BEGINNING.

SUBMERGED LAND LEASE AREA CONTAINS 16,446 SQUARE FEET MORE OR LESS.

SUBJECT TO ALL EASEMENTS, SETBACKS, RESTRICTIONS, RESERVATIONS, AND RIPARIAN RIGHTS OF RECORD.

BEARINGS HEREINABOVE MENTIONED ARE ASSUMED BASED ON THE CONDOMINIUM PLAT FOR BAY HARBOR CLUB, A CONDOMINIUM. SOUTHEASTERLY LINE OF THE CONDOMINIUM= N.58°32'00"E.

CERTIFICATION

CERTIFIED TO: BAY HARBOR CLUB, A CONDOMINIUM

BY: *Ronald J. James*
RONALD J. JAMES (FOR THE FIRM)
FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER PSH0949

THIS SPECIFIC PURPOSE SURVEY IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

Attachment A

Page 9 of 11 Pages

SSL# NO. 360022545

DATE LAST FIELD WORK: OCTOBER 19, 2001

AS USED IN THIS CERTIFICATION "CERTIFY" MEANS TO STATE OR DECLARE A PROFESSIONAL OPINION OF CONDITIONS REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 2

B.S.M. BURCH SURVEYING & MAPPING INC. 2223 MCCREORY BOULEVARD, FT. MYERS, FLORIDA 33901 PHONE: (941)-337-1100 FAX: (941)-337-0173	PREPARED FOR: BAY HARBOR CLUB, A CONDOMINIUM	REVISIONS: REVISED LEASE AREA TO BACK OF MARGINAL DOCKS	DATE: 3/23/2002	
	FILE: 4724-002	T.O. PAGE	REVISED SPELLING HARBOR TO HARBOR	3/23/2002
	SCALE:	DATE:		



INSTR # 5539191
 DR BK 03708 PG 2346
 RECORDED 08/19/2002 02:13:08 PM
 CHARLIE GREEN, CLERK OF COURT
 LEE COUNTY
 RECORDING FEE 42.00
 DEPUTY CLERK L Parent

This instrument prepared by:
 Department of Environmental Protection
 Submerged Lands and Environmental Resources Program
 South District
 P.O. Box 2549
 Fort Myers, FL 33902-2549

PROPRIETARY DEED OF CONSERVATION EASEMENT

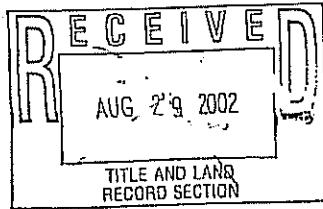
THIS DEED OF CONSERVATION EASEMENT is given this 1 / day of August, 2002,
 by Bay Harbor Club of Bonita Beach Condominium Association, Inc., at 26225 Hickory Blvd.,
 Building 1, Unit 8A, Bonita Springs, FL 34134 ("Grantor"), to the State of Florida, Board of
 Trustees of the Internal Improvement Trust Fund ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of certain lands situated in Lee County, Florida,
 hereinafter referred to as the "Property" more specifically described in Exhibit A attached hereto
 and incorporated herein by this reference; and

WHEREAS, the Grantor desires to obtain authorization for modification of a private
 residential multi-slip docking facility in conjunction with the existing upland multi - unit
 condominium riparian to the Property and construction of said facility is contingent upon consent
 by the Grantee; and

WHEREAS, the Grantor, in consideration of the consent of the Grantee, is agreeable to and
 desirous of granting and securing the enforcement of a perpetual conservation easement as defined
 in Section 704.06, Florida Statutes (1987), over the property.



Page 1 of 9 Pages

RECEIVED
 MAY 22 2002
 D.E.P. - South District

NOW THEREFORE, in consideration of the issuance of said consent to construct the said facility, the design of which is attached hereto as Exhibit B and incorporated by reference, Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property described in Exhibit A, which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of the conservation easement to ensure that no structures for water dependent activities shall be constructed, placed or maintained on the Property or the adjacent submerged lands other than as depicted in Exhibit B. The term "water dependent activities" shall mean those activities which can only be constructed 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 the water or 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 enter upon the Property at reasonable times to enforce the rights herein granted upon prior notice to Grantor, its heirs, successors or assigns at the time of such entry; and

(b) To enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

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D.E.P. - South District

2. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement.

3. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

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

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

6. Grantor intends that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement against Grantor, its heirs, successors, personal representatives or assigns, including, without limitation, costs of suit, attorneys' fees and any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantor, its heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantor, its heirs, successors, personal representatives or assigns.

7. 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 Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

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8. 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.

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

10. 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.

11. Grantor agrees that the terms, conditions, restrictions and purposes of this conservation easement will be included in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Property.

12. This conservation easement shall convey to the Grantee all riparian rights associated with the Property other than as may be necessary to maintain the facility shown in Exhibit B.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto.

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TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions and purposes imposed by this conservation easement shall be binding not only upon Grantor but also on its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

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MAY 22 2002
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IN WITNESS WHEREOF Grantor has executed this instrument on the day and year first above written.

Signed, Sealed and Delivered in our presence as witnesses:

Bay Harbor Club of Bonita Beach
Condominium Association, Inc.
GRANTOR

Clare L. Gwin
Original Signature

BY James C. Basford
Original Signature of Executing Authority

Clare L. Gwin
Typed/Printed Name of Witness

JAMES C. BASFORD
Typed/Printed Name of Executing Authority

Jane Basford
Original Signature

VICE PRESIDENT Bay Harbor
Title of Executing Authority Condo Assn

Jane Basford
Typed/Printed Name of Witness

STATE OF Ohio

COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 21st day of May, 2002, by James C. Basford, who is (are) personally known to me or who has produced PK, as identification and did (did not) take an oath.

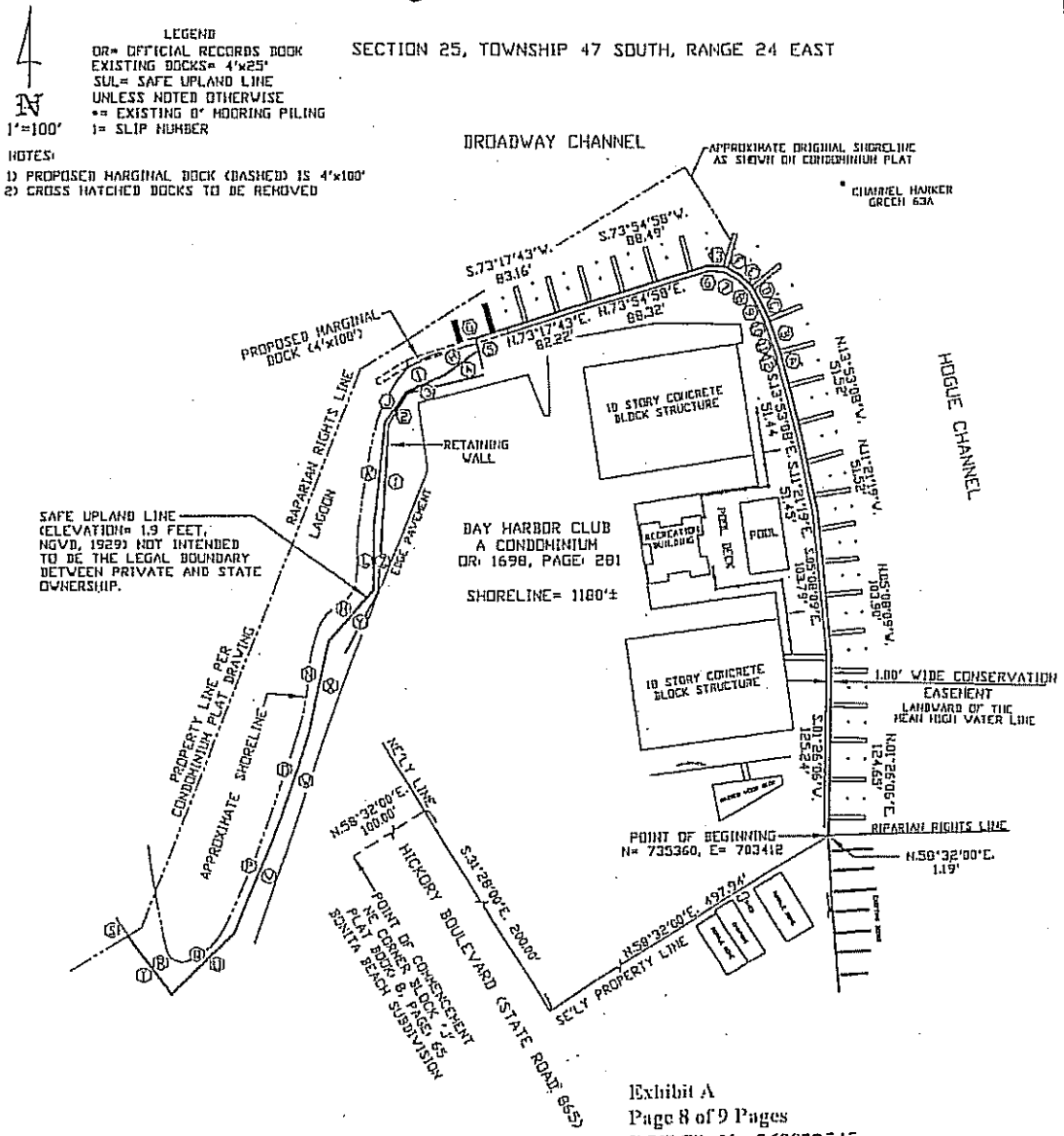
My Commission Expires:
CLARE L. GWIN
Notary Public, State of Ohio
My Commission Expires Aug. 19, 2002
Commission/Serial No. _____

Clare L. Gwin
Notary Public, State of Ohio

Printed, Typed or Stamped Name
CLARE L. GWIN
Notary Public, State of Ohio
My Commission Expires Aug. 19, 2002

RECEIVED
MAY 22 2002
D.E.P. - South District

EXHIBIT A



LEGEND
 DR= OFFICIAL RECORDS BOOK
 EXISTING DOCKS= 4'x25'
 SUL= SAFE UPLAND LINE
 UNLESS NOTED OTHERWISE
 == EXISTING OR HOORING PILING
 1'=100'
 1= SLIP NUMBER

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 24 EAST

NOTES:
 1) PROPOSED MARGINAL DOCK (DASHED) IS 4'x100'
 2) CROSS HATCHED DOCKS TO BE REMOVED

SAFE UPLAND LINE
 ELEVATION= 1.9 FEET,
 NGVD, 1929; NOT INTENDED
 TO BE THE LEGAL BOUNDARY
 BETWEEN PRIVATE AND STATE
 OWNERSHIP.

Exhibit A
 Page 8 of 9 Pages
 BOT File No. 360022545

LINE TABLE		
A= N.14°59'57"W, 9.95'	N= S.12°28'20"W, 64.95'	2= N.35°24'54"E, 25.50'
B= N.19°05'52"W, 23.67'	D= S.19°04'00"W, 63.95'	3= N.66°25'21"E, 29.60'
C= N.25°17'24"W, 11.05'	P= S.22°34'20"W, 84.21'	4= N.55°15'22"E, 29.73'
D= N.28°53'25"W, 12.41'	Q= S.45°31'50"W, 60.25'	5= N.12°46'25"W, 0.39'
E= N.46°00'55"W, 11.44'	R= N.34°20'49"W, 49.00'	6= S.86°40'29"E, 12.49'
F= N.50°40'46"W, 12.41'	S= S.58°32'00"W, 1.00'	7= S.58°48'46"E, 12.05'
G= S.12°46'25"E, 0.65'	T= S.34°20'49"E, 51.04'	8= S.46°00'55"E, 11.10'
H= N.86°40'29"W, 12.90'	U= N.45°31'58"E, 61.65'	9= S.28°53'25"E, 12.23'
I= S.12°46'25"E, 0.65'	V= N.22°34'20"E, 04.44'	10= S.25°17'24"E, 11.76'
J= S.55°15'22"W, 28.95'	W= N.19°04'00"E, 64.04'	11= S.19°05'52"E, 23.57'
K= S.66°25'21"W, 29.78'	X= N.12°28'20"E, 64.75'	12= S.14°59'57"E, 9.97'
L= S.35°24'54"W, 26.12'	Y= N.41°19'22"E, 47.13'	
M= S.06°15'23"W, 75.93'	Z= N.00°16'41"E, 42.15'	
N= S.00°16'41"W, 41.82'	1= N.06°15'23"E, 75.63'	

CONSERVATION EASEMENT= 1179± SQUARE FEET
 SKETCH ONLY, NOT A FIELD SURVEY

NOTES:
 1) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 2) BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE CONDOMINIUM PLAT FOR BAY HARBOR CLUB, A CONDOMINIUM, SE LINE= N50°32'00"E.
 3) THIS LEGAL DESCRIPTION AND SKETCH IS MADE FOR THE PURPOSE OF DESCRIBING THAT PORTION OF THE BRIDGING AREA EASEMENT IN HOGUE AND BROADWAY CHANNELS.
 4) POINT OF BEGINNING STATE PLANE COORDINATES WERE OBTAINED USING GPS, BASE POINT IS LEE COUNTY CONTROL POINT DESIGNATION NUMBER 66, 1927 DATUM, 1903 (1990 GPS ADJUSTMENT), FLORIDA WEST ZONE.
 5) THE LINEAR FOOTAGE OF THE SHORELINE IS 1006 FEET.
 6) THE SUL LINE AS REFERENCED HEREON WAS APPROVED BY A PHONE CONSERVATION WITH BOB THOMPSON, PSM WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.

SHEET 2 OF 2

B.S.M. BURCH SURVEYING & MAPPING INC. 2323 MCCOY BOULEVARD, FT. MYERS, FLORIDA 33901 PHONE: (813)-337-1100 FAX: (813)-337-0173	PREPARED FOR DAY HARBOR CLUB, A CONDOMINIUM	REVISION: REVISED SHORELINE DIMENSION	DATE: 3/26/2002
	FILE: F.B./MCC	REVISION: ADDED SUL TO LEGEND	DATE: 3/26/2002
	SCALE: 1"=100'	REVISION: ADDED NOTES 3 AND 6	DATE: 3/26/2002
		REVISION: REPLENISH WITH OTHER	DATE: 3/26/2002

RECEIVED

MAR 28 2002

LEGAL DESCRIPTION

1.00 FOOT WIDE CONSERVATION EASEMENT

IN

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 24 EAST
HOGUE AND BROADWAY CHANNELS, ESTERO BAY
LEE COUNTY, FLORIDA

DEP. - South District

A 1.00 FOOT WIDE STRIP OF LAND LYING LANDWARD OF AND PARALLEL WITH THE MEAN HIGH WATER LINE FOR HOGUE AND BROADWAY CHANNELS, ESTERO BAY, LEE COUNTY FLORIDA IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 24 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 'J', BONITA BEACH SUBDIVISION, ACCORDING TO A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 65 PUBLIC RECORDS OF LEE COUNTY, FLORIDA THENCE N.58°32'00"E. FOR 100.00 FEET TO THE NORTHEASTERLY LINE OF HICKORY BOULEVARD (PLAT=100 FEET) AS SHOWN ON SAID PLAT; THENCE S31°28'00"E. ALONG SAID NORTHEASTERLY LINE FOR 200.00 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF BAY HARBOUR CLUB, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 1698, AT PAGE 281 SAID PUBLIC RECORDS; THENCE N.58°32'00"E ALONG SAID SOUTHEASTERLY LINE FOR 497.94 FEET TO THE MEAN HIGH WATER LINE ON THE FACE OF A SEAWALL ON HOGUE CHANNEL AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED EASEMENT AREA; THENCE ALONG THE SAID MEAN HIGH WATER LINE ALONG THE FACE OF A SEAWALL FOR THE FOLLOWING DESCRIBED COURSES: N.01°26'06"E FOR 124.65 FEET; N.05°08'09"W FOR 103.90 FEET; N.11°21'19"W. FOR 51.52 FEET N.13°53'08"W. FOR 51.52 FEET; N.14°59'57"W. FOR 9.95 FEET; N.19°05'52"W. FOR 23.67 FEET; N.25°17'24"W. FOR 11.85 FEET; N.28°53'25"W. FOR 12.41 FEET; N.46°00'55"W. FOR 11.44 FEET; N.58°48'46"W. FOR 12.41 FEET; N.86°40'29"W. FOR 12.90 FEET; S.73°54'58"W. FOR 88.49 FEET; S.73°17'43"W. FOR 83.16 FEET; TO THE CORNER OF SAID SEAWALL; THENCE S.12°46'25"E. ALONG SAID MEAN HIGH WATER LINE ALONG THE FACE OF SAID SEAWALL FOR 8.65 FEET; THENCE ALONG THE MEAN HIGH WATER LINE OF FOR THE FOLLOWING DESCRIBED COURSES: S.55°15'22"W. FOR 28.95 FEET; THENCE S.66°23'21"W. FOR 29.78 FEET; THENCE S.35°24'54"W. FOR 26.12 FEET; THENCE S.06°15'23"W. FOR 75.93 FEET; THENCE S.00°16'41"W. FOR 41.82 FEET; THENCE S.41°19'22"W. FOR 47.01 FEET; THENCE S.12°28'20"W. FOR 64.95 FEET; THENCE S.19°04'00"W. FOR 63.95 FEET; THENCE S.22°34'20"W. FOR 84.21 FEET; THENCE S.45°31'58"E. FOR 60.25 FEET; THENCE N.34°20'49"W. FOR 49.80 FEET TO THE NORTHERLY LINE OF SAID BAY HARBOUR CLUB, A CONDOMINIUM; THENCE S.58°32'00"W. ALONG SAID NORTHERLY LINE FOR 1.00 FEET TO A LINE WHICH IS LANDWARD OF AND 1.00 FEET WESTERLY, SOUTHERLY, AND SOUTHEASTERLY OF AND PARALLEL WITH THE SAID MEAN HIGH WATER LINE; THENCE ALONG SAID LANDWARD AND PARALLEL LINE FOR THE FOLLOWING DESCRIBED COURSES: S.34°20'49"E. FOR 51.04 FEET; N.45°31'58"E. FOR 61.65 FEET; N.22°34'28"E. FOR 84.44 FEET; N.19°04'00"E. FOR 64.04 FEET; N.12°28'20"E. FOR 64.75 FEET; N.41°19'22"E. FOR 47.13 FEET; N.00°16'41"E. FOR 42.15 FEET; N.06°15'23"E. FOR 75.63 FEET; N.35°24'54"E. FOR 25.58 FEET; N.66°25'21"E. FOR 29.60 FEET; N.55°15'22"E. FOR 29.73 FEET; N.12°46'25"W. FOR 8.39 FEET; N.73°17'43"E. FOR 82.22 FEET; N.73°54'58"E. FOR 88.32 FEET; S.86°40'29"E. FOR 12.49 FEET; S.58°48'46"E. FOR 12.05 FEET; S.46°00'55"E. FOR 11.10 FEET; S.28°53'25"E. FOR 12.23 FEET; S.25°17'24"E. FOR 11.76 FEET; S.19°05'52"E. FOR 23.57 FEET; S.14°59'57"E. FOR 9.97 FEET; S.13°53'08"E. 51.44 FEET; S.11°21'19"E. FOR 51.45 FEET; S.05°08'09"E. FOR 103.79 FEET; S.01°26'06"W. FOR 125.24 FEET TO THE SAID SOUTHEASTERLY LINE OF BAY HARBOUR CLUB, A CONDOMINIUM; THENCE N.58°32'00"E. ALONG SAID SOUTHEASTERLY LINE FOR 1.19 FEET TO THE POINT OF BEGINNING.

CONSERVATION EASEMENT AREA CONTAINS 1,179 SQUARE FEET MORE OR LESS.

SUBJECT TO ALL EASEMENT, SETBACKS, RESTRICTIONS, RESERVATIONS, AND RIPARIAN RIGHTS OF RECORD.

BEARINGS HEREINABOVE MENTIONED ARE ASSUMED BASED ON THE CONDOMINIUM PLAT FOR BAY HARBOR CLUB, A CONDDMINIUM. SOUTHEASTERLY LINE OF THE CONDDMINIUM= N.58°32'00"E.

Exhibit A

Page 7 of 9 Pages

BOI File No. 360022545

CERTIFICATION

CERTIFIED TO: BAY HARBOUR CLUB, A CONDOMINIUM

BY: Ronald J. Himes
RONALD J. HIMES (FOR THE FIRM)
FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER PSH3949

THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

DATE PREPARED: OCTOBER 10, 2001

AS USED IN THIS CERTIFICATION "CERTIFY" MEANS TO STATE OR DECLARE A PROFESSIONAL OPINION OF CONDITIONS REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 2

B.S.M. BURCH SURVEYING & MAPPING INC. 2733 HUGHESBORO BOULEVARD, FT. WENDELL, FLORIDA 33601 PHONE: (813)-337-1100 FAX: (813)-337-0123	PREPARED FOR:	BAY HARBOUR CLUB, A CONDOMINIUM	REVISIONS:	DATE:
	FILE:	4724-002		
	SCALE:			

EXHIBIT B

BOOK 03708 PAGE 2354

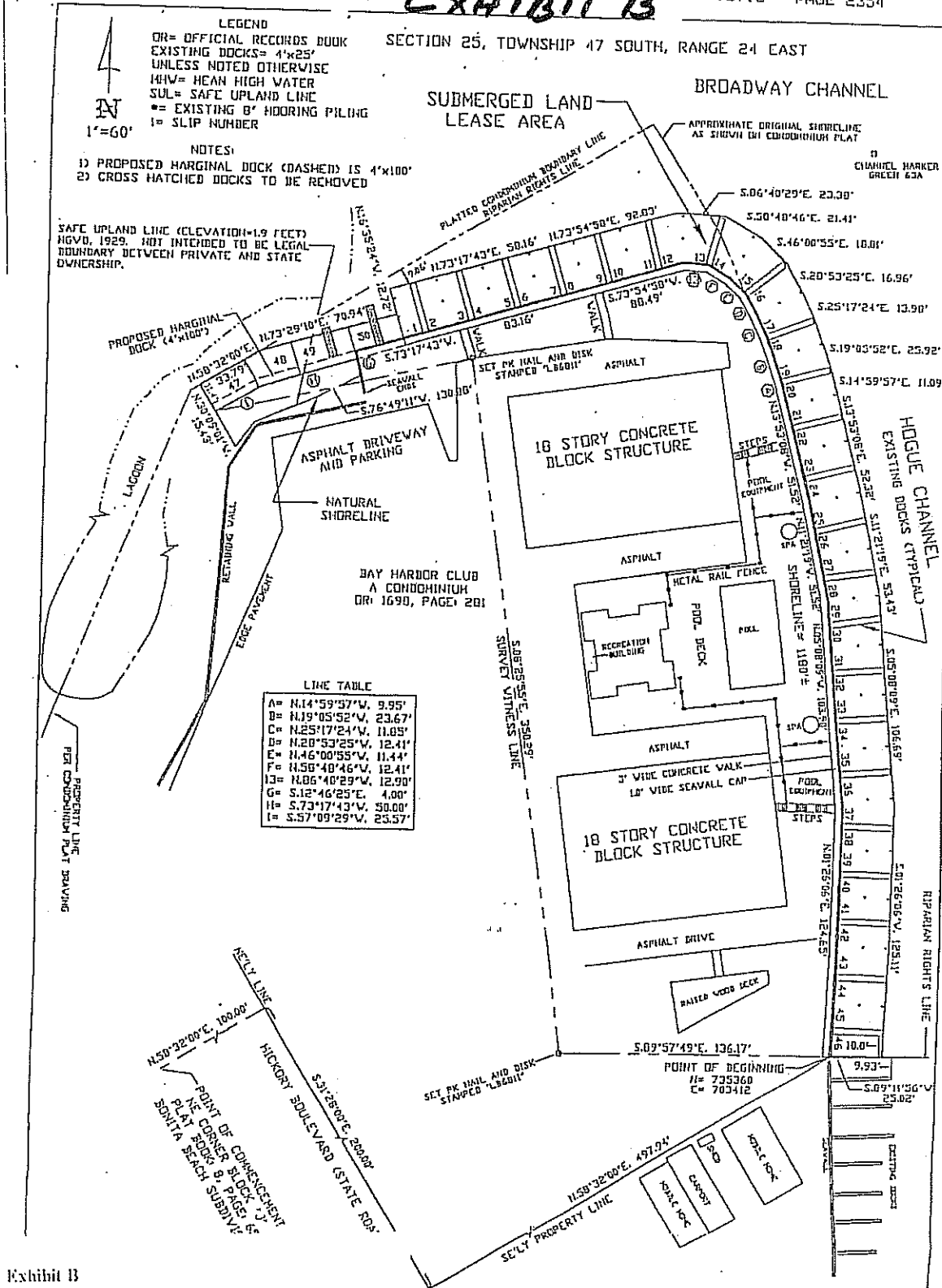


Exhibit B
Page 9 of 9 Pages
BOY File No. 360022545

IC PURPOSE SURVEY
LEASE AREA= 16,446± SQUARE FEET

- 1) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 2) BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE CONDOMINIUM PLAT FOR BAY HARBOR CLUB, A CONDOMINIUM, S.E. 1/4, SEC. 16, T. 17S, R. 24E, S. 1/2, PLAT BOOK 8, PAGE 55, SOUTHERN BEACH SUBDIVISION.
- 3) THIS SPECIFIC PURPOSE SURVEY IS MADE FOR THE PURPOSE OF DESCRIBING THAT PORTION OF THE SUBMERGED LAND LEASE AREA IN HOGUE AND BROADWAY CHANNELS.
- 4) POINT OF BEGINNING STATE PLANE COORDINATES WERE OBTAINED USING GPS. BASE POINT IS LEE COUNTY CONTROL POINT DESIGNATION JARHER 60, 1987 DATUM, 1983 (1990 GPS ADJUSTMENT), FLORIDA WEST ZONE.
- 5) THE LINEAR FOOTAGE OF THE SHORELINE IS 1100± FEET.
- 6) THE HIGH LINE AS REFERENCED HEREON WAS APPROVED BY A PUBLIC CONSERVATION WITH BOUG TERPSTRIP, PSH WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.
- 7) THE S.W. LINE AS REFERENCED HEREON WAS APPROVED BY A PUBLIC CONSERVATION WITH BOUG TERPSTRIP, PSH WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.

SHEET 2 OF 2

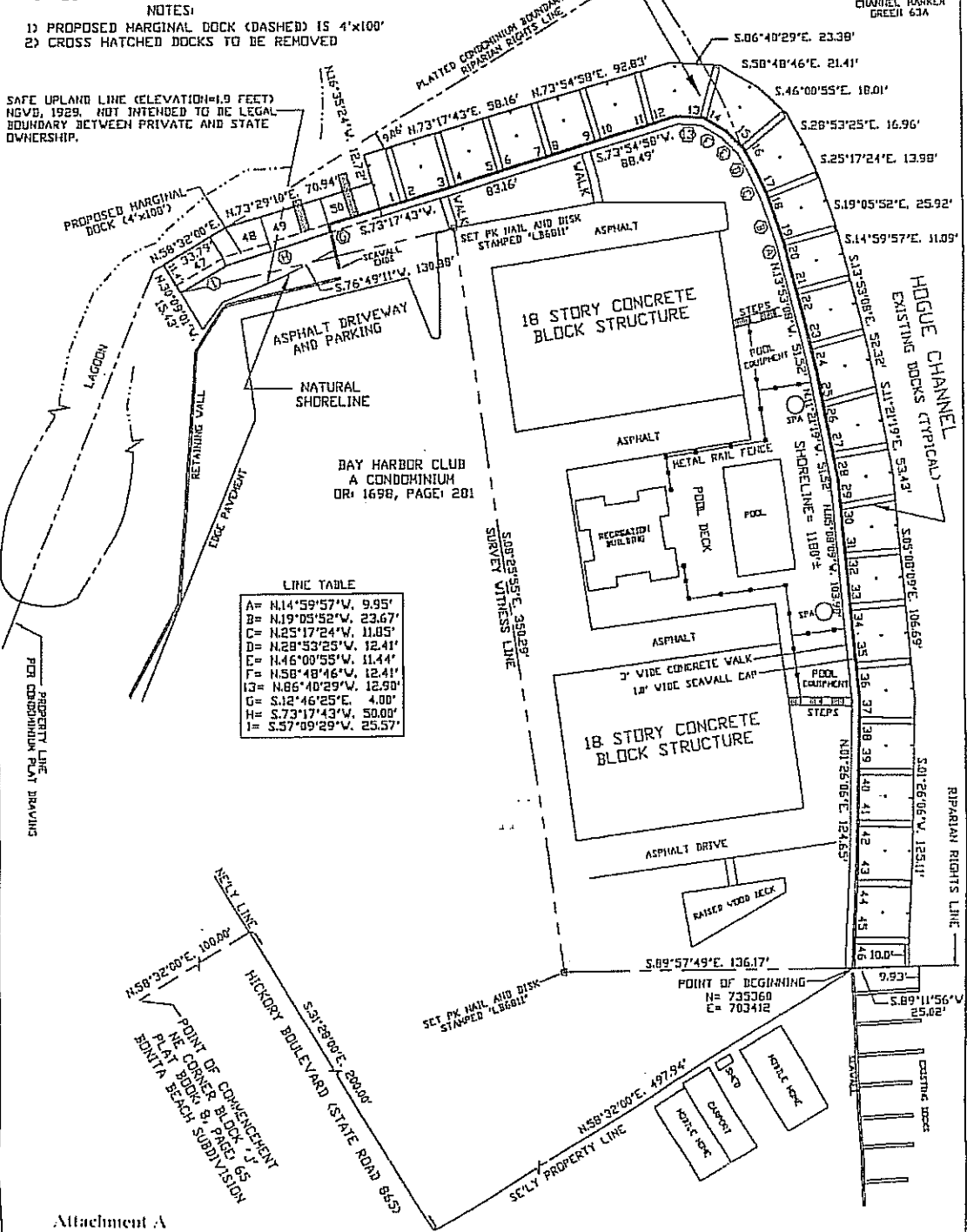
<p>B.S.M.</p> <p>BURCH SURVEYING & MAPPING INC.</p> <p>2223 WOODLAWN BOULEVARD, FT. MYERS, FLORIDA 33901</p> <p>PHONE (813)-337-1109 FAX (813)-337-0173</p> <p>LDGB11</p>	<p>PREPARED FOR:</p> <p>DAY HARBOR CLUB, A CONDOMINIUM</p>	<p>REVISIONS:</p> <p>ADDED PDAT SLIP INHERITS 1/11/2002</p> <p>DELETED DUPLICATE 'STATE' IN NOTE 1/11/2002</p> <p>REVISED LEASE AREA TO FACE OF MARGINAL DOCKS 3/25/2002</p> <p>ADDED NOTES 5 THRU 7 3/25/2002</p> <p>REVISED LEGEND 3/25/2002</p>	<p>DATE:</p> <p>1/11/2002</p>
	<p>FILE:</p> <p>4724-002</p>	<p>S.D./PAGE:</p> <p></p>	<p>SCALE:</p> <p>1"=60'</p>



LEGEND
 OR= OFFICIAL RECORDS BOOK
 EXISTING DOCKS= 4'x25'
 UNLESS NOTED OTHERWISE
 MHW= MEAN HIGH WATER
 SUL= SAFE UPLAND LINE
 **= EXISTING 8' HOORING PILING
 1= SLIP NUMBER

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 24 EAST

BROADWAY CHANNEL



LINE TABLE

A	N.14°59'57"W, 9.95'
B	N.19°05'52"W, 23.67'
C	N.25°17'24"W, 11.85'
D	N.28°53'25"W, 12.41'
E	N.46°00'55"W, 11.44'
F	N.58°48'46"W, 12.41'
G	N.86°40'29"W, 12.98'
H	S.12°46'25"E, 4.00'
I	S.73°17'43"W, 50.00'
J	S.57°09'29"W, 25.57'

Attachment A
 Page 10 of 11 Pages
 SSI.L. NO. 360022545

SPECIFIC PURPOSE SURVEY
 SUBMERGED LAND LEASE AREA= 16,446± SQUARE FEET

- NOTES:**
- 1) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 - 2) BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE CONDOMINIUM PLAT FOR BAY HARBOR CLUB, A CONDOMINIUM, SET LY. 158°32'00"E.
 - 3) THIS SPECIFIC PURPOSE SURVEY IS MADE FOR THE PURPOSE OF DESCRIBING THAT PORTION OF THE SUBMERGED LAND LEASE AREA IN HOGUE AND BROADWAY CHANNELS.
 - 4) POINT OF BEGINNING STATE PLATE COORDINATES WERE OBTAINED USING GPS. BASE POINT IS LEE COUNTY CONTROL POINT DESIGNATION NUMBER 60, 1927 DATUM, 1983 (1990) GPS ADJUSTMENTS, FLORIDA WEST ZONE.
 - 5) THE LINEAR FOOTAGE OF THE SHORELINE IS 11804 FEET.
 - 6) THE 86°V LINE AS REFERENCED HEREON WAS APPROVED BY A PUBLIC CONSERVATION WITH DOUG THOMPSON, PSH WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.
 - 7) THE 50°V LINE AS REFERENCED HEREON WAS APPROVED BY A PUBLIC CONSERVATION WITH DOUG THOMPSON, PSH WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.

SHEET 2 OF 2

B.S.M. BURCH SURVEYING & MAPPING INC. 2223 WOODSON BOULEVARD, FT. MYERS, FLORIDA 33901 PHONE (813)-337-1100 FAX (813)-337-0173	PREPARED FOR: BAY HARBOR CLUB, A CONDOMINIUM	REVISIONS: ADDED BOAT SLIP NUMBERS 1/11/2002 DELETED DUPLICATE 'STATE' IN NOTE 1/14/2002 REVISED LEASE AREA TO SLIP OF MARGINAL DOCKS 3/25/2002 ADDED NOTES 5 THRU 7 3/25/2002 REVISED LEGEND 3/25/2002
	FILE: 4724-002	F.O./PAGE:
SCALE: 	DATE: 	

THE UPLAND LINE
 BEING 8' MOORING PILING
 NUMBER

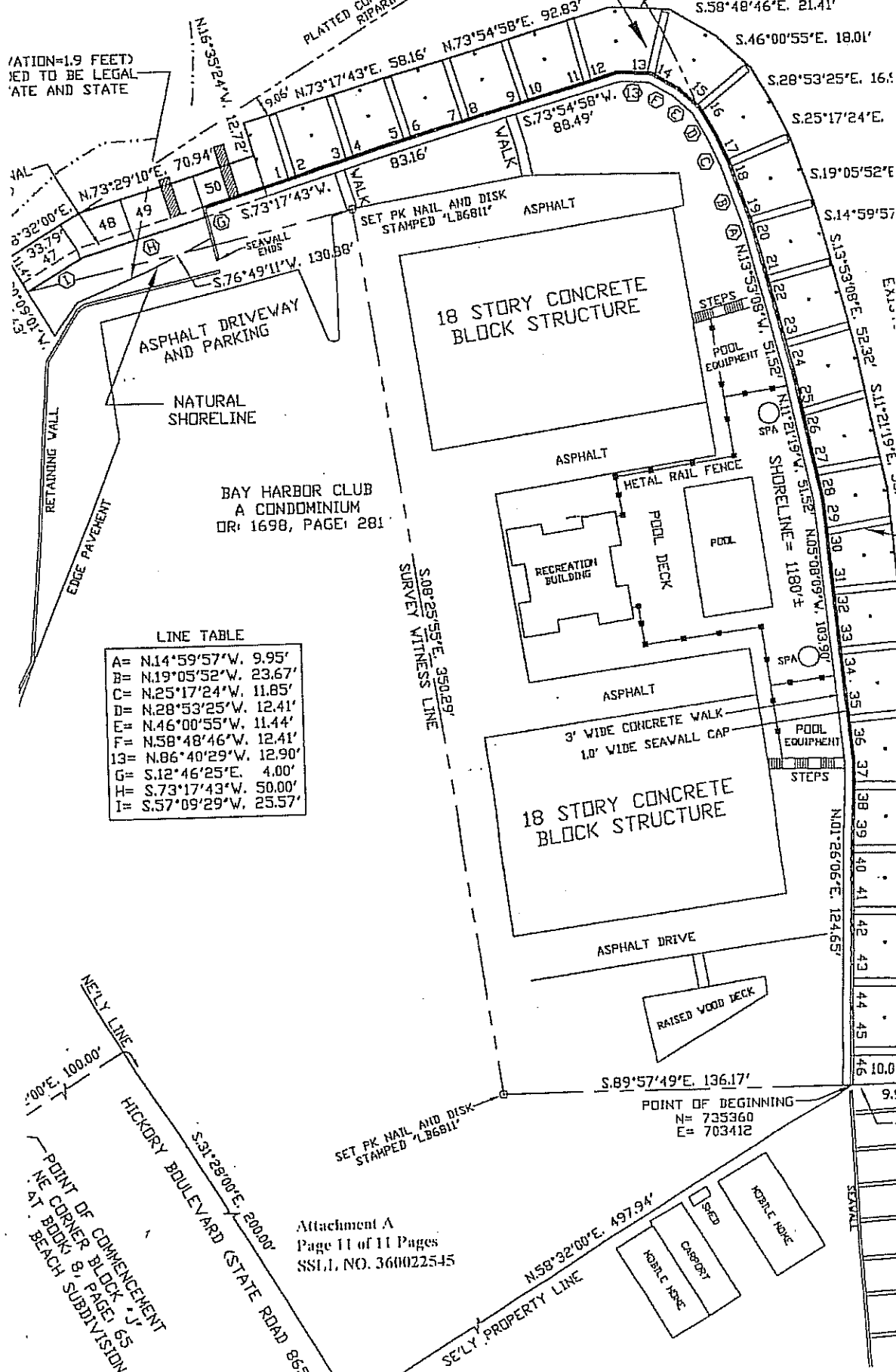
SUBMERGED LAND
 LEASE AREA

APPROXIMATE ORIGINAL SHORELINE
 AS SHOWN ON CONDOMINIUM PLAT

B
 CHANNEL
 GREEN

THE
 NATURAL DOCK (DASHED) IS 4'x100'
 DOCKS TO BE REMOVED

WIDTH=1.9 FEET)
 TO BE LEGAL
 STATE



LINE TABLE

A=	N.14°59'57"W.	9.95'
B=	N.19°05'52"W.	23.67'
C=	N.25°17'24"W.	11.85'
D=	N.28°53'25"W.	12.41'
E=	N.46°00'55"W.	11.44'
F=	N.58°48'46"W.	12.41'
G=	N.86°40'29"W.	12.90'
H=	S.12°46'25"E.	4.00'
I=	S.73°17'43"W.	50.00'
J=	S.57°09'29"W.	25.57'

NEELY LINE
 100.00'
 POINT OF COMMENCEMENT
 NE CORNER BLOCK 'J'
 54' BEACH SUBDIVISION
 HICKORY BOULEVARD (STATE ROAD 865)
 S.31°28'00"E. 200.00'

SEELY PROPERTY LINE
 N.58°32'00"E. 497.94'
 KOBLE HOME
 CABINETS
 KOBLE HOME