

This Instrument Prepared By:
Christopher Crenshaw
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. 111000635

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 Island Marina Boat Slip Owners 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 17,
Township 48 South, Range 25 East, in the Cocohatchee River,
Collier County, containing 79,487 square feet,
more or less, as is more particularly described and shown
on Attachment A, dated December 2, 2010.

TO HAVE THE USE OF the hereinabove described premises from February 12, 2016, the effective date of this lease renewal, through February 12, 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 an existing 80-slip docking facility (one slip designated as a sewage pumpout slip) to be used exclusively for mooring, dockage, and associated activities of recreational and commercial vessels in conjunction with an upland condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 11-0198304-008, dated July 26, 2011, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$12,111.37, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

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

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

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

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

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit. 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 type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B 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 maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof 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:

Island Marina Boat Slip Owners Association, Inc.
13115 Vanderbilt Drive
Naples, Florida 34110

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 renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the 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 Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property 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. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

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 CONDITION(S):

A. During the term of this lease and all subsequent renewal terms, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Environmental Resource Permit No. 11-0198304-001, dated August 21, 2006.

B. During the term of this lease and any subsequent renewals, the Lessee shall submit to the Lessor no less than 60 days prior to each anniversary of the effective date of this lease an affidavit containing the names and addresses of all owners of the condominium units located on the upland property, the names and addresses of all boat owners using the commercial docking facility during the previous one-year time period, and the motorboat registration numbers of all motorboats moored at the docking facility, as assigned by the State of Florida Department of Highway Safety and Motor Vehicles and the Collier County Tax Collector or the state of registration if registered outside the State of Florida.

C. During the term of this lease and any subsequent renewals, the Lessee shall not lease, rent, or otherwise allow the use of more than 21 of the 79 boat slips at any given time by unit owners of the Marina Bay Club of Naples Condominium.

D. To prevent prop dredging and adverse impacts to the resources, the Lessee shall, throughout the term of this lease and any subsequent renewals, maintain the required navigation markers as shown on Attachment C at the western boundary of the

channel, the northernmost corner of the mangrove shoreline opposite the west side of the leased premises and the northwest corner of the site where there is a shoal area.

E. During the term of the lease and any subsequent renewals, the Lessee shall maintain and ensure continued and unrestricted access onto the Marina Bay Club of Naples Condominium for the purposes of access to and use of the commercial docking facility including the Harbormaster's office, the designated marina parking spaces, and access to the marina docking facility from the parking spaces.

F. During the term of the lease and any subsequent renewals, the Lessee shall not sell or otherwise convey the commercial docking facility to the Marina Bay Club of Naples Condominium Association, Inc., the upland condominium association, or its successors and assigns, unless and until such sale or other conveyance is reviewed in advance by the Lessor to determine its effect on this lease.

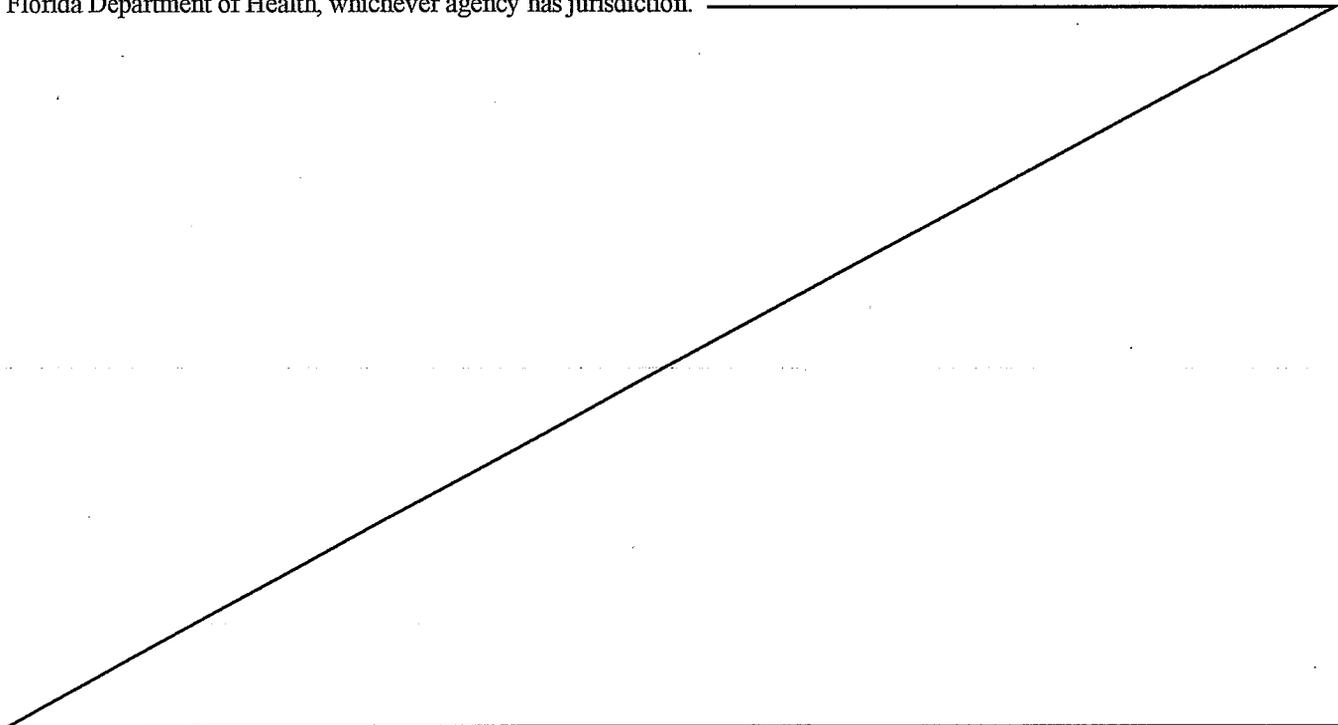
G. Vessels using the docking facility for temporary or permanent mooring shall be limited to those with a maximum draft of 4.5 feet as measured from the water's surface to either the bottom of the vessel's propulsion unit fully trimmed down or to the deepest part of the vessel, whichever is deeper.

H. 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.

I. The Lessee shall ensure that all vessels moored at the commercial docking facility shall immediately implement and at all times be in compliance with all aspects of the following documents as required by Consent Order OGC No. 10-1463-11-SL, copies of which may be obtained by contacting the State of Florida Department of Environmental Protection, South District Office, Submerged Lands and Environmental Resource Program, 2295 Victoria Avenue, Suite 364, P.O. Box 2549, Fort Myers, FL 33902-2549:

1. Marina Operations Management Plan (approved 1-6-11)
2. Mooring Rules (approved 9-20-10)
3. Rules and Regulations (approved 11-23-10)
4. Dockage Agreement (approved 11-23-10)

J. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.



WITNESSES:

Island Marina Boat Slip Owners Association, Inc.,
a Florida nonprofit corporation (SEAL)

Laura J Vandevelde
Original Signature

BY: Kathleen Wiesenbaugh, Pres.
Original Signature of Executing Authority

Laura J Vandevelde
Typed/Printed Name of Witness

Kathleen Wiesenbaugh
Typed/Printed Name of Executing Authority

Susan L Thompson
Original Signature

President
Title of Executing Authority

SUSAN L. THOMPSON
Typed/Printed Name of Witness

"LESSEE"

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 14th day of MAY, 2016, by Kathleen Wiesenbaugh as President of Island Marina Boat Slip Owners Association, Inc., a Florida corporation, for and on behalf of the corporation. He/she is personally known to me or who has produced _____, as identification.

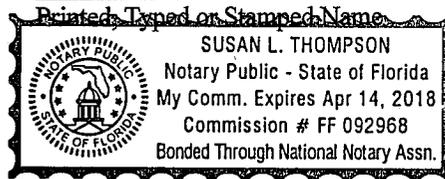
My Commission Expires:

Susan L Thompson
Signature of Notary Public

Notary Public, State of FLORIDA

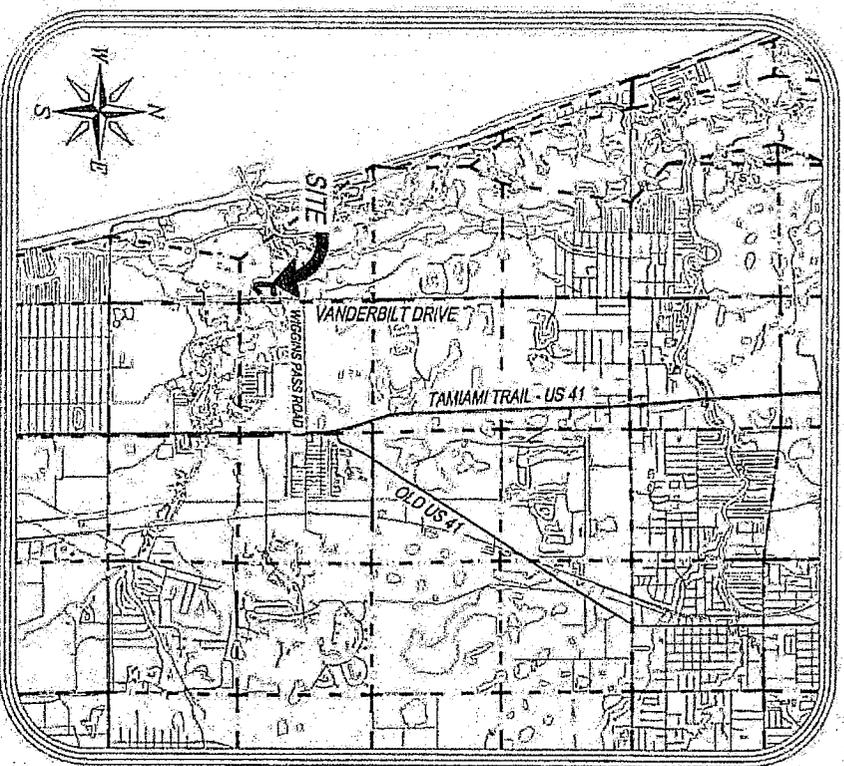
APRIL 14, 2018

Commission/Serial No. FF092968



RECEIVED

DEC 10 2010



LOCATION MAP
NOT TO SCALE

Donald C. Santeney III
 DONALD C. SANTENEY III
 FOR THE FIRM Q. GRADY MINOR AND ASSOCIATES, P.A.
 P.S.M. #6761
 STATE OF FLORIDA

CERTIFIED TO:
 BOARD OF TRUSTEES OF THE
 INTERNAL IMPROVEMENT TRUST FUND
 OF THE STATE OF FLORIDA

Q. GRADY MINOR & ASSOCIATES, P.A.
 CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS ■ LANDSCAPE ARCHITECTS
 BONITA SPRINGS ■ FORT MYERS ■ NORTH PORT
 3800 VIA DEL REY ■ 11940 FAIRWAY LAKES DR. ■ 2562 COMMERCIAL PKWY.
 BONITA SPRINGS, FL 34134 ■ FT. MYERS, FL 33913 ■ NORTH PORT, FL 34289
 (239) 947-1144 ■ (239) 690-4380 ■ (941) 426-5858
 REGISTRATION CERT. OF ARCH. 18 000515 SUPERVISING CERT. OF ARCH. 18 000515 LANDSCAPE ARCH. BUSINESS LV 20090206
 WWW.QGRADYMINOR.COM

NOTES

1. BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, AS BEING N. 00°26'00" W.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. THIS SURVEY MAP AND THE COPIES THEREOF, ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.
4. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
5. ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (NGVD 29).
6. ELEVATIONS ARE BASED ON THE NATIONAL OCEAN SURVEY #3235D 1978, BEING A BRASS DISC LOCATED IN A BRIDGE BULKHEAD EAST OF THE SUBJECT PROPERTY ON VANDERBILT DRIVE WHICH CROSSES THE COCOHATCHEE RIVER, HAVING AN ELEVATION OF 3.968 (NGVD 29).
7. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON, IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.
8. ANY ADDITIONS AND/OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES, IS STRICTLY PROHIBITED WITHOUT WRITTEN CONSENT.
9. THIS SURVEY DOES NOT DETERMINE OWNERSHIP RIGHTS, IT REFLECTS OWNERSHIP EVIDENCE TO THE BEST OF OUR KNOWLEDGE, REFER TO AN ATTORNEY AT LAW TO DETERMINE RIGHTS.
10. THE SHORELINE CONDITION EAST OF THE NORTHERN PORTION OF THE PROJECT IS ±100 LINEAR FEET OF RIP RAP, ±90 LINEAR FEET OF BULKHEAD FOR BRIDGE OVER VANDERBILT DRIVE, ±810 LINEAR FEET OF VEGETATION (MANGROVES) AND EAST OF THE SOUTHERN PORTION OF THE PROJECT IS ±160 LINEAR FEET OF RIP RAP, ±70 LINEAR FEET OF BULKHEAD FOR BRIDGE OVER VANDERBILT DRIVE, ±810 LINEAR FEET OF VEGETATION (MANGROVES).
11. COORDINATES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1989 AND ARE IN UNITED STATES SURVEY FEET.
12. THIS IS A FIELD SURVEY, SURVEY WORK WAS PERFORMED IN APRIL, 2003. LAST DAY OF FIELD WORK WAS 22 JUNE 2010.
13. LINEAR FOOTAGE OF SHORELINE ALONG SUBMERGED LAND LEASE: ±1379'; SEAWALL LINEAR FOOTAGE: ±1233'.
14. BOUNDARY SURVEY AND EXISTING CONDITIONS SHOWN PER FIELD SURVEY BY THIS OFFICE CONDUCTED UNDER THE DIRECTION OF VARIOUS SURVEYORS AND MAPPERS, FINAL PLAN REVIEWED BY CURRENT SIGNATORY FOR COMPLIANCE WITH CHAPTER EIGHT-6, F.A.C. ONLY.
15. THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.

SPECIFIC PURPOSE SURVEY

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/2/10
 LOCATION MAP AND NOTES
 ISLAND MARINA BOAT
 OWNER'S ASSOCIATION
 SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST
 COLLIER COUNTY, FLORIDA

DRAWN BY:	JD
CHECK BY:	JA
JOB CODE:	ISLMAR2
SCALE:	N/A
DATE:	MARCH, 2009
FILE:	B-3743-5
SHEET:	10 OF 15

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED ADJACENT TO THE LAND DESCRIBED IN OFFICIAL RECORDS, BOOK 1619 AT PAGE 1419 BEING THE MARINA BAY CLUB CONDOMINIUM - MARINA UNIT (FEE), ALSO BEING LOCATED IN SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, ALSO BEING LOCATED ALONG THE COCHATCHEE RIVER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE, THE SAME BEING THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 00°26'00" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, FOR A DISTANCE OF 646.16 FEET; THENCE RUN SOUTH 89°53'18" WEST, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF VANDERBILT DRIVE - C.R. 901; THENCE RUN NORTH 00°26'00" WEST, ALONG SAID WEST RIGHT-OF-WAY, FOR A DISTANCE OF 353.20 FEET; THENCE RUN SOUTH 89°34'00" WEST, FOR A DISTANCE OF 72.25 FEET; THENCE RUN SOUTH 41°11'03" WEST, FOR A DISTANCE OF 167.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE SOUTH 43°48'32" EAST, A DISTANCE OF 6.84 FEET; THENCE SOUTH 40°54'36" EAST, A DISTANCE OF 34.93 FEET; THENCE SOUTH 48°40'13" WEST, A DISTANCE OF 155.94 FEET; THENCE SOUTH 48°39'05" WEST, A DISTANCE OF 13.81 FEET; THENCE SOUTH 48°36'03" WEST, A DISTANCE OF 60.40 FEET; THENCE SOUTH 46°29'02" WEST, A DISTANCE OF 18.66 FEET; THENCE SOUTH 55°41'21" WEST, A DISTANCE OF 21.97 FEET; THENCE SOUTH 12°24'12" EAST, A DISTANCE OF 5.45 FEET; THENCE SOUTH 72°22'07" WEST, A DISTANCE OF 23.46 FEET; THENCE SOUTH 84°19'29" WEST, A DISTANCE OF 23.04 FEET; THENCE NORTH 88°12'25" WEST, A DISTANCE OF 23.43 FEET; THENCE SOUTH 89°35'13" WEST, A DISTANCE OF 25.31 FEET; THENCE SOUTH 26°05'00" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 70°22'47" WEST, A DISTANCE OF 23.36 FEET; THENCE NORTH 66°50'22" WEST, A DISTANCE OF 24.75 FEET; THENCE NORTH 45°59'45" WEST, A DISTANCE OF 27.67 FEET; THENCE NORTH 40°56'18" WEST, A DISTANCE OF 26.38 FEET; THENCE NORTH 22°02'14" WEST, A DISTANCE OF 53.40 FEET; THENCE NORTH 79°47'26" EAST, A DISTANCE OF 3.00 FEET; THENCE NORTH 13°28'08" EAST, A DISTANCE OF 27.14 FEET; THENCE NORTH 04°36'16" EAST, A DISTANCE OF 16.71 FEET; THENCE NORTH 01°04'27" EAST, A DISTANCE OF 50.04 FEET; THENCE NORTH 02°04'26" EAST, A DISTANCE OF 17.19 FEET; THENCE NORTH 02°40'10" EAST, A DISTANCE OF 34.61 FEET; THENCE NORTH 05°54'58" EAST, A DISTANCE OF 51.95 FEET; THENCE NORTH 02°04'26" EAST, A DISTANCE OF 17.65 FEET; THENCE NORTH 03°10'20" EAST, A DISTANCE OF 68.29 FEET; THENCE NORTH 03°03'21" EAST, A DISTANCE OF 15.41 FEET; THENCE NORTH 02°52'04" EAST, A DISTANCE OF 34.73 FEET; THENCE NORTH 02°35'41" EAST, A DISTANCE OF 33.49 FEET; THENCE NORTH 02°32'57" EAST, A DISTANCE OF 52.31 FEET; THENCE NORTH 02°13'44" EAST, A DISTANCE OF 18.53 FEET; THENCE NORTH 03°04'41" EAST, A DISTANCE OF 20.82 FEET; THENCE NORTH 76°50'46" WEST, A DISTANCE OF 3.00 FEET; THENCE NORTH 15°25'52" EAST, A DISTANCE OF 45.82 FEET; THENCE NORTH 62°31'59" WEST, A DISTANCE OF 2.50 FEET; THENCE NORTH 25°03'36" EAST, A DISTANCE OF 47.07 FEET; THENCE NORTH 66°02'14" WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 29°42'23" EAST, A DISTANCE OF 26.42 FEET; THENCE NORTH 37°17'23" EAST, A DISTANCE OF 22.79 FEET; THENCE NORTH 68°47'08" EAST, A DISTANCE OF 27.89 FEET; THENCE NORTH 49°07'50" EAST, A DISTANCE OF 18.17 FEET; THENCE NORTH 51°36'59" EAST, A DISTANCE OF 19.39 FEET; THENCE NORTH 38°25'12" WEST, A DISTANCE OF 27.89 FEET; THENCE NORTH 50°16'40" EAST, A DISTANCE OF 17.50 FEET; THENCE NORTH 32°26'11" WEST, A DISTANCE OF 3.70 FEET; THENCE NORTH 54°04'17" EAST, A DISTANCE OF 21.69 FEET; THENCE NORTH 32°26'11" WEST, A DISTANCE OF 2.70 FEET; THENCE NORTH 54°48'19" EAST, A DISTANCE OF 19.00 FEET; THENCE NORTH 54°04'17" EAST, A DISTANCE OF 1.20 FEET; THENCE NORTH 53°30'42" EAST, A DISTANCE OF 19.85 FEET; THENCE NORTH 62°06'45" EAST, A DISTANCE OF 26.55 FEET; THENCE SOUTH 21°29'27" EAST, A DISTANCE OF 4.10 FEET; THENCE NORTH 69°54'08" EAST, A DISTANCE OF 24.75 FEET; THENCE SOUTH 21°29'27" EAST, A DISTANCE OF 7.00 FEET; THENCE NORTH 73°07'19" EAST, A DISTANCE OF 20.91 FEET; THENCE SOUTH 16°39'57" EAST, A DISTANCE OF 3.70 FEET; THENCE NORTH 81°11'55" EAST, A DISTANCE OF 21.25 FEET; THENCE SOUTH 11°35'40" EAST, A DISTANCE OF 1.00 FOOT; THENCE NORTH 82°59'21" EAST, A DISTANCE OF 22.77 FEET; THENCE SOUTH 02°02'20" EAST, A DISTANCE OF 1.00 FOOT; THENCE NORTH 87°50'19" EAST, A DISTANCE OF 17.50 FEET; THENCE SOUTH 00°36'08" WEST, A DISTANCE OF 1.00 FOOT; THENCE NORTH 87°54'02" EAST, A DISTANCE OF 69.84 FEET; THENCE SOUTH 02°11'46" EAST, A DISTANCE OF 1.11 FEET; THENCE NORTH 87°56'10" EAST, A DISTANCE OF 35.16 FEET; THENCE NORTH 01°41'50" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°04'32" EAST, A DISTANCE OF 21.20 FEET; THENCE SOUTH 02°15'11" EAST, A DISTANCE OF 96.87 FEET; THENCE SOUTH 89°43'17" EAST, A DISTANCE OF 4.41 FEET; THENCE SOUTH 00°19'05" EAST, A DISTANCE OF 3.99 FEET TO A PARKER KALON NAIL & DISK, STAMPED LB 5151, SET ON THE INTERSECTION OF THE NORTHEAST LINE OF THE SUBMERGED LAND LEASE, RECORDED IN OFFICIAL RECORDS, BOOK 2144 AT PAGE 1792, AND THE NORTHERLY LINE OF NAPLES BAY CLUB CONDOMINIUM, RECORDED IN OFFICIAL RECORDS, BOOK 1619 AT PAGE 1419; THENCE SOUTH 89°40'50" WEST, A DISTANCE OF 262.24 FEET; THENCE SOUTH 44°09'46" WEST, A DISTANCE OF 175.19 FEET; THENCE SOUTH 00°26'00" EAST, A DISTANCE OF 545.11 FEET; THENCE NORTH 89°34'00" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 41°11'03" EAST, A DISTANCE OF 232.90 FEET TO THE POINT OF BEGINNING, CONTAINING 79,487.36 SQUARE FEET OR 1.82 ACRES, MORE OR LESS.

THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/2/10

SPECIFIC PURPOSE SURVEY

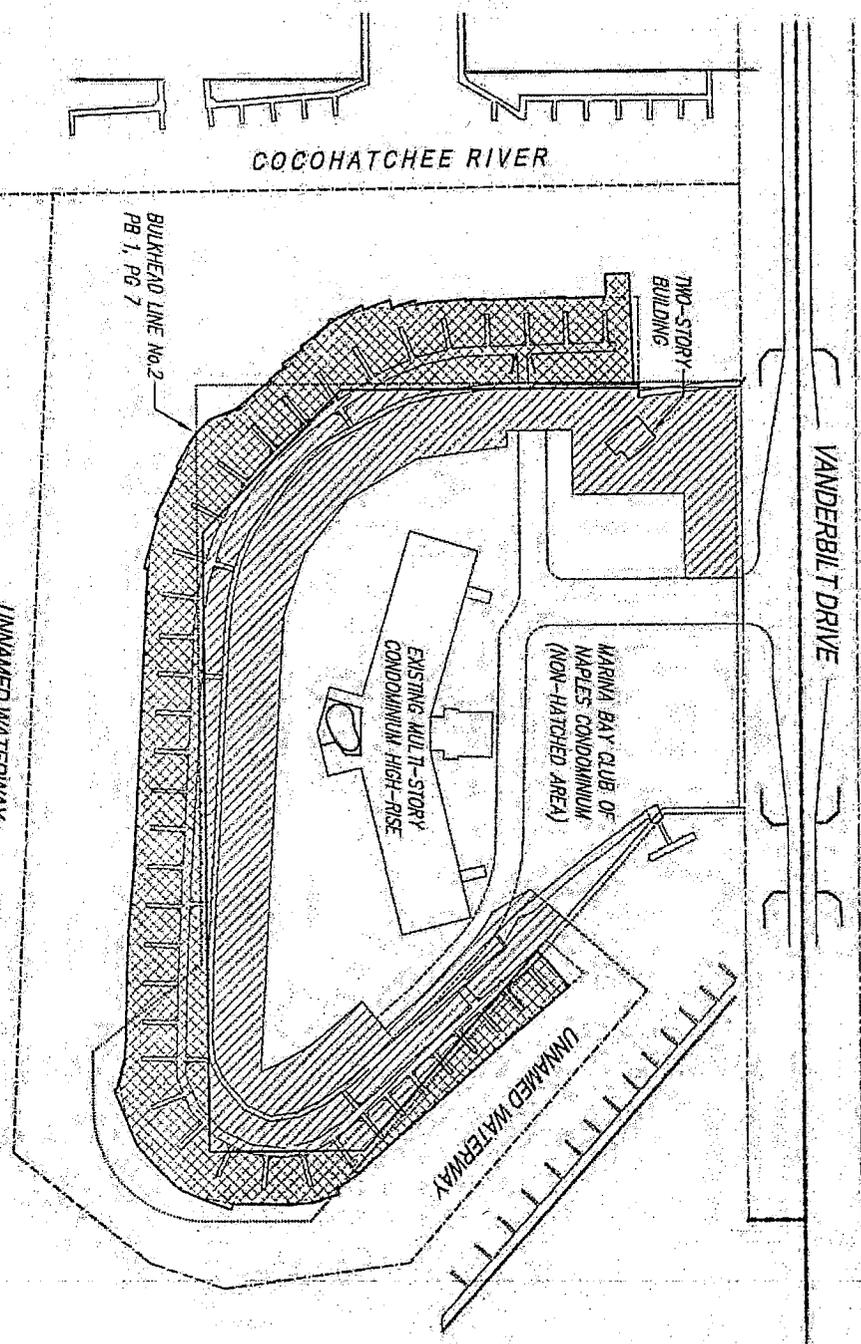
LEGAL DESCRIPTION

ISLAND MARINA BOAT OWNER'S ASSOCIATION
SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA

Q. GRADY MINOR & ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS ■ LANDSCAPE ARCHITECTS

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(239) 947-1144 ■ (239) 690-4380 ■ (941) 426-5888
ENGINEERING CENT. OF APRIL 18 000511 SURVEYING CENT. OF APRIL 18 000511 LANDSCAPE ARCH. BUSINESS LV 20090202
www.gradymr.com

DRAWN BY:	JD
CHECK BY:	JA
JOB CODE:	ISLMAR2
SCALE:	N/A
DATE:	MARCH, 2009
FILE:	B-37435
SHEET:	2 OF 15



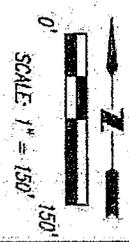
NON-HATCHED AREA DENOTES MARINA BAY CLUB OF NAPLES, CONDOMINIUM
O.R. 1619, PG 1419

HATCHED AREA DENOTES MARINA BAY CLUB CONDOMINIUM - MARINA UNIT (FEE)
O.R. 1619, PG 1419
(PRIVATELY OWNED SUBMERGED LANDS)

HATCHED AREA DENOTES PROPOSED SUBMERGED LAND LEASE
E79,487 SQ FT

THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.

REVISION, CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/22/10



Q. GRADY MINOR & ASSOCIATES, P.A.

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 (239) 947-1144 ■ (239) 690-4380 ■ (941) 426-5888

ENGINEERING: CERT. OF AUTH. EB 0009181 SURVEYING: CERT. OF AUTH. IB 000151 LANDSCAPE ARCH. BUSINESS LV 20000266
 WWW.QGRADYMINOR.COM

SPECIFIC PURPOSE SURVEY

ISLAND MARINA BOAT OWNER'S ASSOCIATION
 SECTION 17, TOWNSHIP 48 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

DRAWN BY:	JD
CHECK BY:	JA
JOB CODE:	ISLMAR2
SCALE:	1" = 150'
DATE:	MARCH, 2009
FILE:	B-3743.5
SHEET:	3 OF 15

COCOHATCHEE RIVER

LINE	BEARING	LENGTH
L1	N 00°26'00" W	646.16'
L2	S 89°53'18" W	50.00'
L3	N 00°26'00" W	363.20'
L4	S 89°34'00" W	72.25'
L5	S 47°11'03" W	167.10'

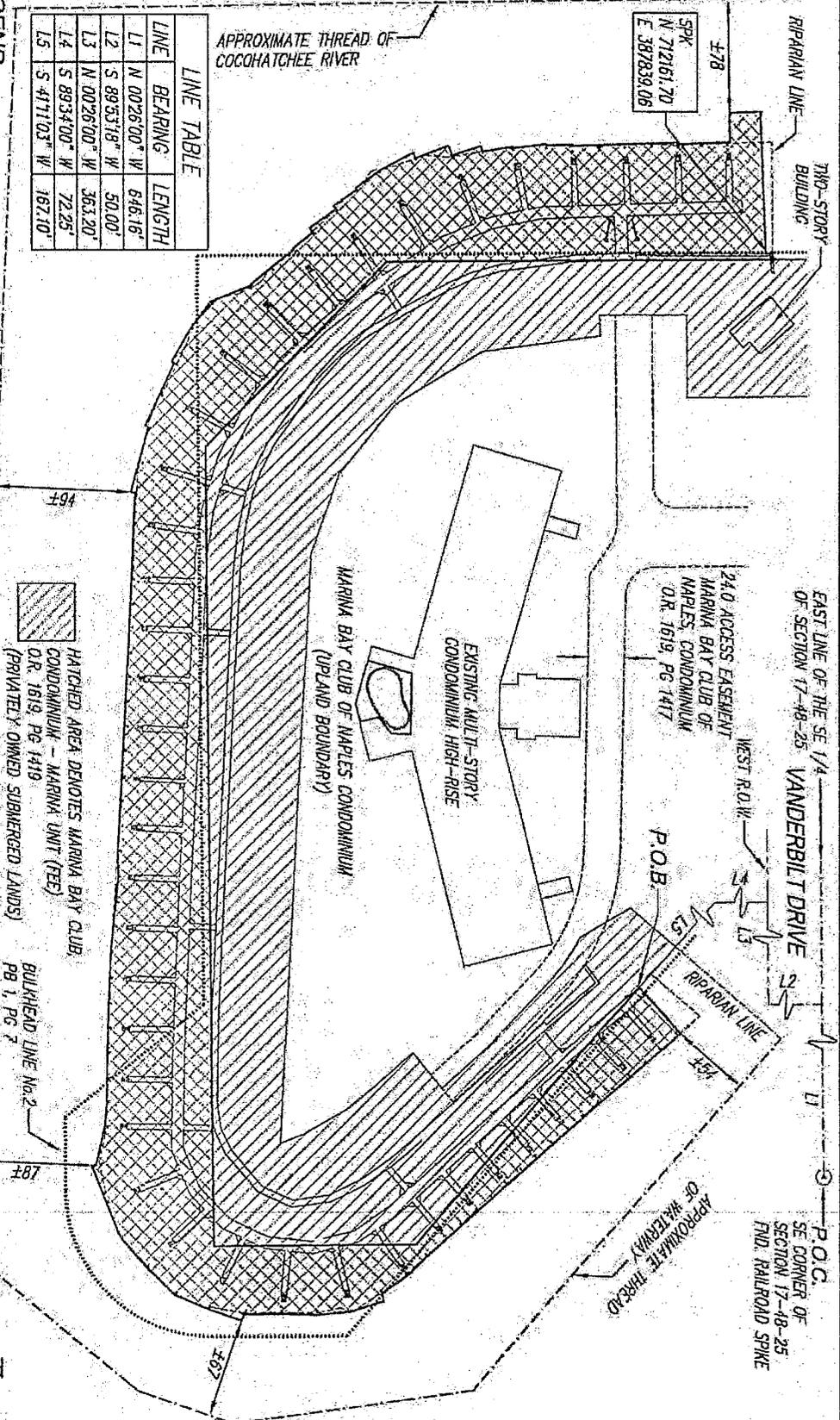
APPROXIMATE THREAD OF COCOHATCHEE RIVER

LEGEND

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R.O.W. = RIGHT-OF-WAY
 O.R. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK

HATCHED AREA DENOTES PROPOSED SUBMERGED LAND LEASE ±79,487 SQ. FT.

HATCHED AREA DENOTES MARINA BAY CLUB CONDOMINIUM - MARINA UNIT (FEE) O.R. 1619, PG 1419 (PRIVATELY OWNED SUBMERGED LANDS) P.B. 1, PG 7



THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.

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ENGINEERING CERT. OF AUTH. 03 000515 SURVEYING CERT. OF AUTH. 18 000515 LANDSCAPE ARCH. BUSINESS LV 28000205
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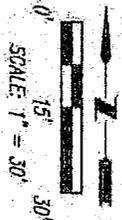
SPECIFIC PURPOSE SURVEY

OVERALL BOUNDARY
ISLAND MARINA BOAT OWNER'S ASSOCIATION
 SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST
 COLLIER COUNTY, FLORIDA

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/2/10

SCALE: 1" = 100'

DRAWN BY: JD
 CHECK BY: JA
 JOB CODE: ISLMAR2
 SCALE: 1" = 100'
 DATE: MARCH, 2009
 FILE: B-3743-5
 SHEET: 4 OF 15



WEST R.O.W. OF
VANDERBILT DRIVE

LINE	BEARING	LENGTH
L6	S 43°48'32" E	6.84'
L7	S 40°54'36" E	34.93'
L8B	N 41°11'03" E	232.90'

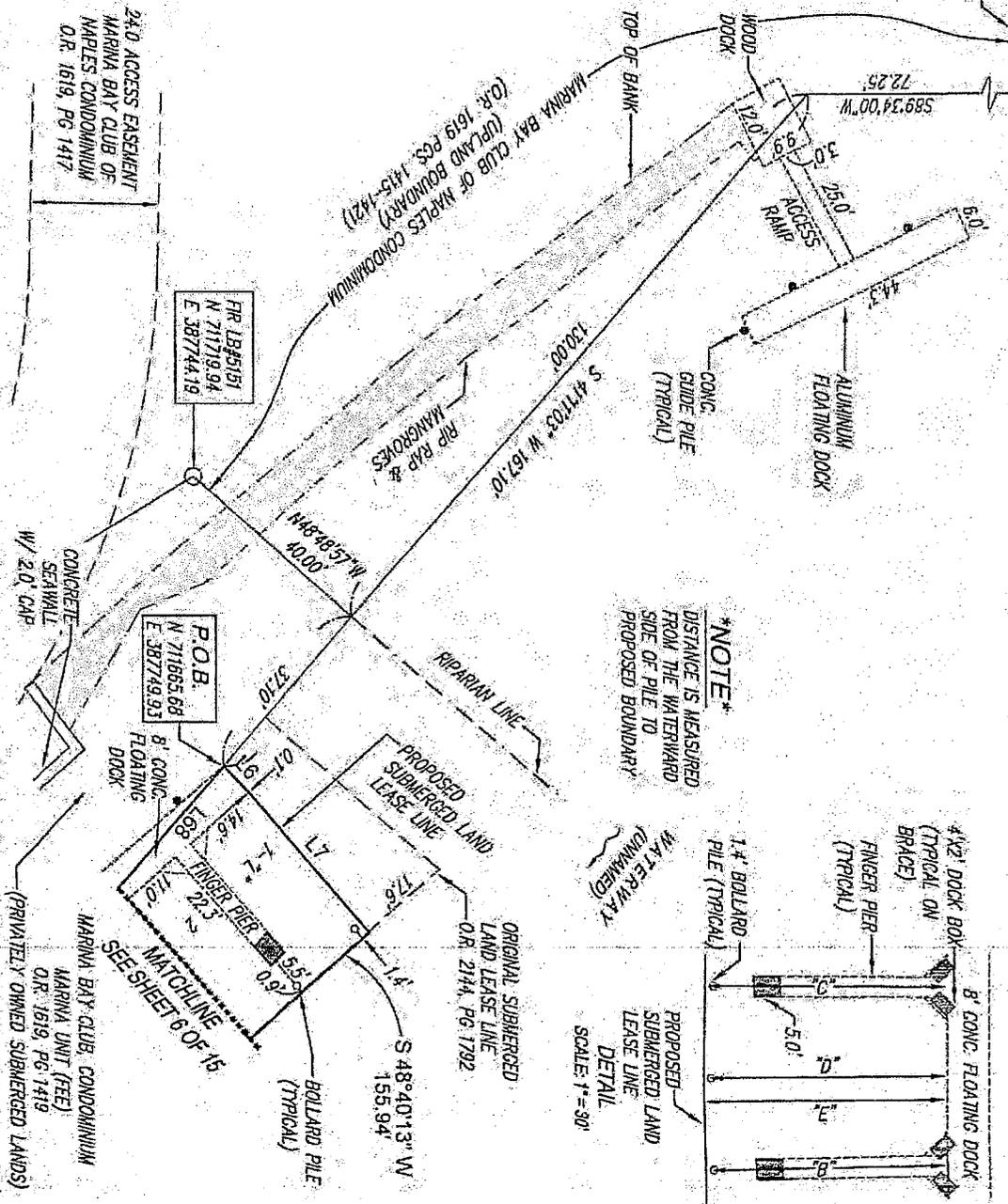
NOTES

- 1. HATCHED AREA DENOTES PROPOSED FINGER PIER EXTENSION W/ 1/4" GUIDE PILE
- 2. FINGER PIERS ARE 4'-0" WIDE WITH A 4'-0" X 6'-9" DIAGONAL BRACE
- 3. BOLLARD PILES ARE 1.4' IN DIAMETER WITH CASING AROUND CONCRETE PILE
- 4. THE MEAN HIGH WATER FALLS ON THE VERTICAL FACE OF THE SEAWALL
- 5. TOP OF SEAWALL ELEV.=6.8'
- 6. BOTTOM OF SEAWALL ELEV.=1.4'
- 7. MHW. ELEV.=1.5'
- 8. SEE SHEET 15 FOR BOAT SLIP LENGTH CHART.
- 9. 1/2" DENOTES BOAT LIFT.

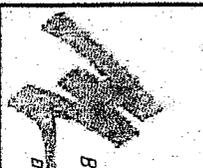
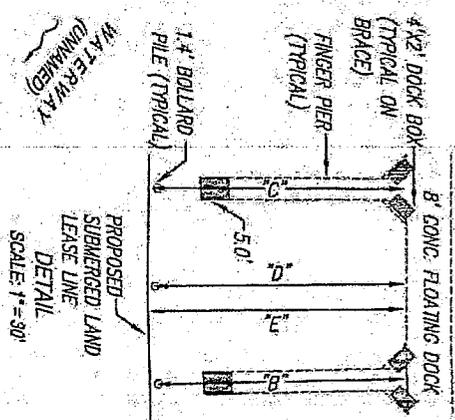
LEGEND

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- FIR = FOUND IRON ROD
- FR = SET IRON ROD
- FRK = FOUND PARKER KALON NAIL
- SPK = SET PARKER KALON NAIL

THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.



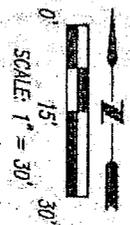
NOTE
DISTANCE IS MEASURED FROM THE WATERWARD SIDE OF PILE TO PROPOSED BOUNDARY



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 (239) 947-1144 ■ (239) 690-4380 ■ (941) 426-5858
 ENGINEERING CERT. OF APRIL 03 000515 SURVEYING CERT. OF APRIL 18 000511 LANDSCAPE ARCH. BUSINESS LV 20000265
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SPECIFIC PURPOSE SURVEY
 SKETCH TO ACCOMPANY LEGAL
**ISLAND MARINA BOAT
 OWNER'S ASSOCIATION**
 SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST
 COLLIER COUNTY, FLORIDA

DRAWN BY: JD
 CHECK BY: JA
 JOB CODE: ISLMARZ
 SCALE: 1" = 30'
 DATE: MARCH, 2009
 FILE: B3743.5
 SHEET: 5 OF 15



LINE TABLE		
LINE	BEARING	LENGTH
L8	S 48°59'05" W	13.81'
L8B	N 41°11'03" E	232.90'

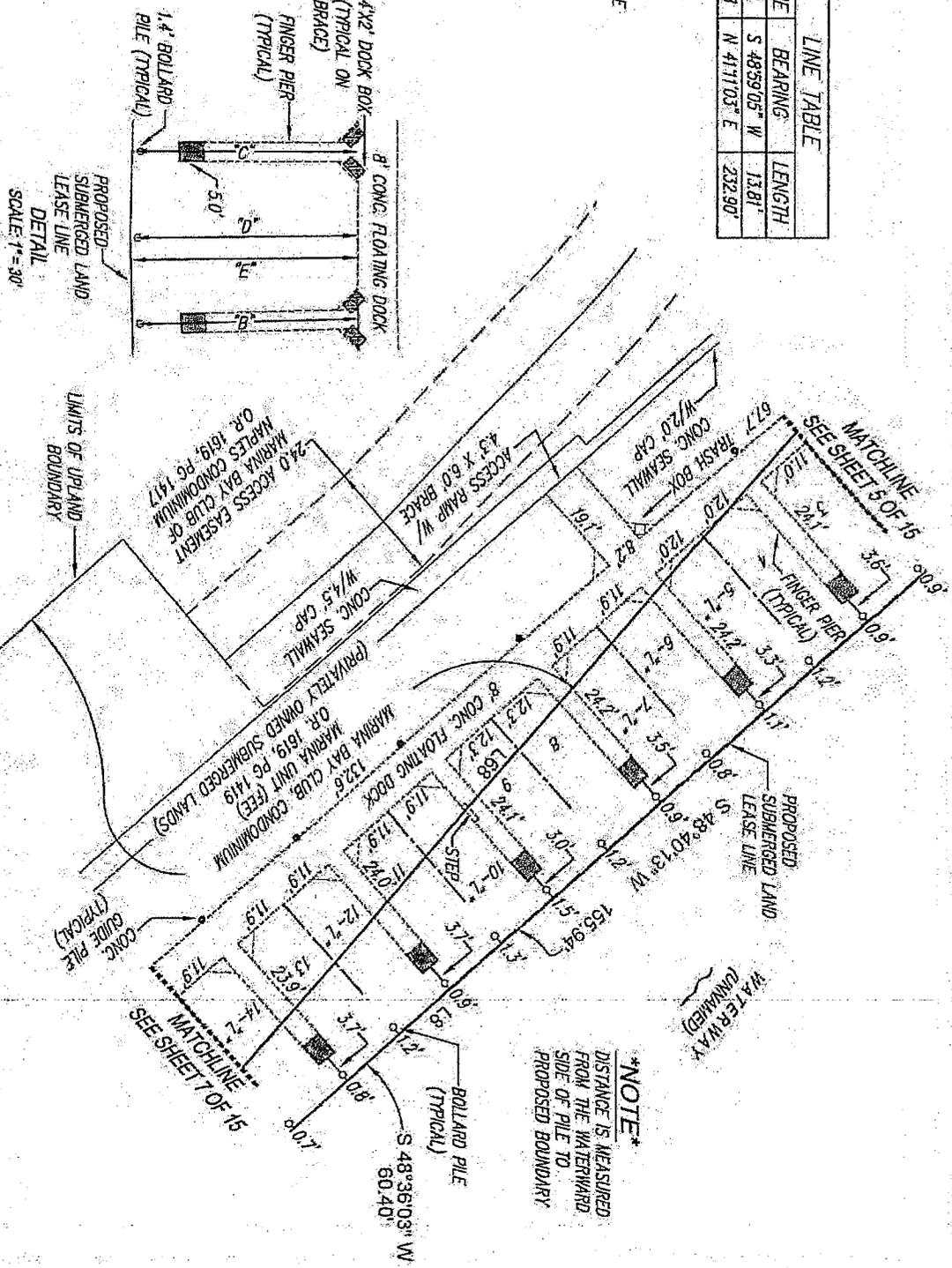
NOTES

- 1. HATCHED AREA DENOTES PROPOSED FINGER PIER EXTENSION W/ 1/4" GUIDE PILE
- 2. FINGER PIERS ARE 4.0" WIDE WITH A 4.0" X 5.9" DIAGONAL BRACE
- 3. BOLLARD PILES ARE 1.4" IN DIAMETER WITH CASING AROUND CONCRETE PILE
- 4. THE MEAN HIGH WATER FILLS ON THE VERTICAL FACE OF THE SEAWALL

- 4. TOP OF SEAWALL ELEV.=6.8'
- 5. BOTTOM OF SEAWALL ELEV.=1.4'
- 6. MINH. ELEV.=1.5'
- 7. SEE SHEET 15 FOR BOAT SLIP LENGTH CHART.
- 8. 7. * DENOTES BOAT LIFT.

LEGEND

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- F.R. = FOUND IRON ROD
- S.R. = SET IRON ROD
- F.P.K. = FOUND PARKER KALON NAIL
- S.P.K. = SET PARKER KALON NAIL



THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15

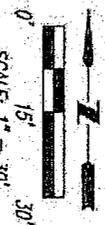
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 BONITA SPRINGS ■ FORT MYERS ■ LANDSCAPE ARCHITECTS
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SPECIFIC PURPOSE SURVEY

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/2/10
 SKETCH TO ACCOMPANY LEGAL
ISLAND MARINA BOAT OWNERS ASSOCIATION
 SECTION 17, TOWNSHIP 48 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA

DRAWN BY:	JD
CHECK BY:	JA
JOB CODE:	ISLMAR2
SCALE:	1" = 30'
DATE:	MARCH, 2009
FILE:	B-3743-5
SHEET:	8 OF 15

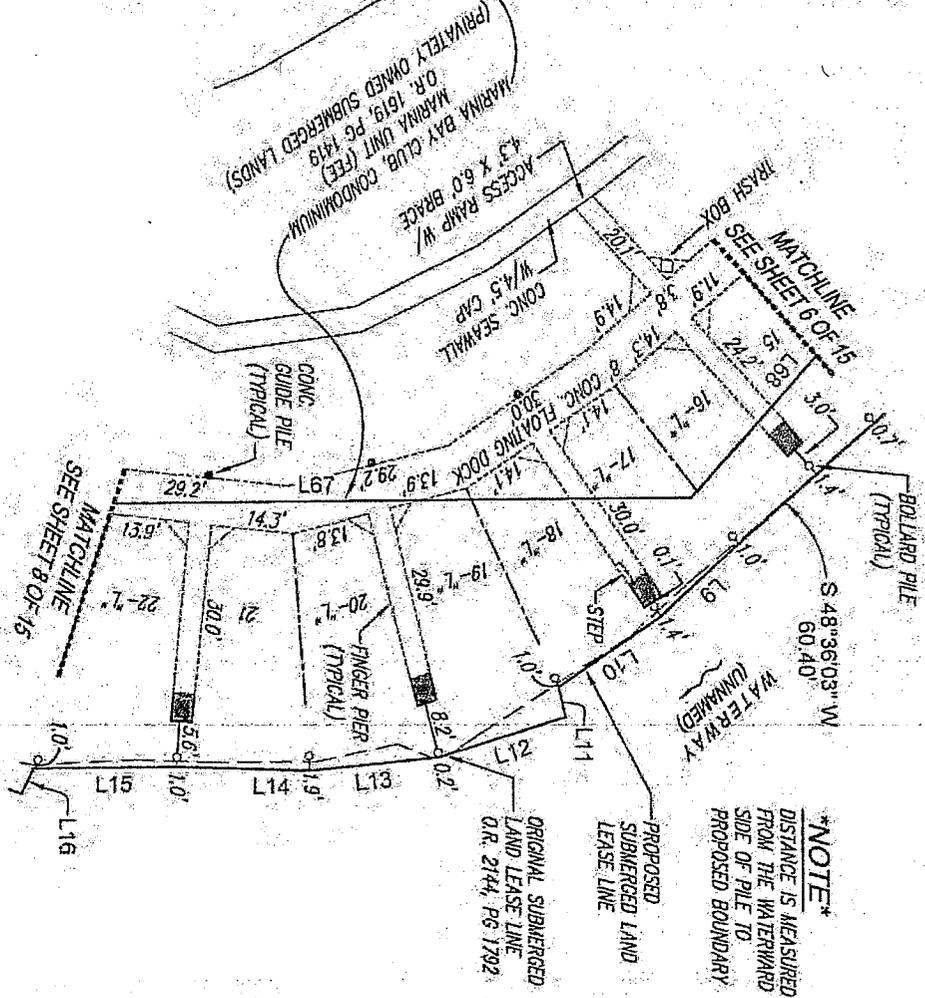
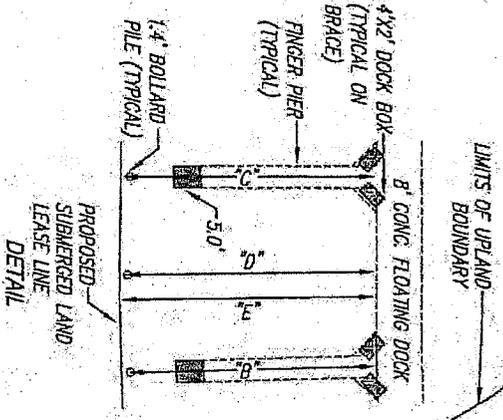


NOTES

- 1. FINGER PIERS ARE 4x0 WIDE WITH A 4.0' X 5.9' DIAGONAL BRACE.
- 2. BOLLARD PILES ARE 1.4' IN DIAMETER WITH CASING AROUND CONCRETE PILE.
- 3. THE MEAN HIGH WATER FALLS ON THE VERTICAL FACE OF THE SEAWALL.
- 4. TOP OF SEAWALL ELEV.=6.8' BOTTOM OF SEAWALL ELEV.=1.4' MHW. ELEV.=1.5'
- 5. SEE SHEET 15 FOR BOAT SLIP LENGTH CHART.
- 6. "L" DENOTES BOAT LIFT.

LINE	BEARING	LENGTH
L9	S 46°29'02" W	18.66'
L10	S 55°41'21" W	21.97'
L11	S 12°24'12" E	5.45'
L12	S 72°22'07" W	23.46'
L13	S 84°19'29" W	23.04'
L14	N 88°12'25" W	23.43'
L15	S 89°35'13" W	25.31'
L16	S 26°05'00" W	5.00'
L17	N 89°34'00" E	137.09'
L18	N 41°10'3" E	232.90'

- LEGEND**
- P.O.G. = POINT OF COMMENCEMENT
 - R.O.B. = POINT OF BEGINNING
 - R.O.M. = RIGHT-OF-WAY
 - O.R. = OFFICIAL RECORDS BOOK
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 - S.P.K. = SET PARKER KALON NAIL



THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/2/10

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 BOWTIA SPRINGS, FL 34134 ■ (239) 947-1144 ■ (239) 690-4380 ■ (941) 426-5858
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SPECIFIC PURPOSE SURVEY
 SKETCH TO ACCOMPANY LEGAL
ISLAND MARINA BOAT OWNER'S ASSOCIATION
 SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST
 COLLIER COUNTY, FLORIDA

DRAWN BY: JD
 CHECK BY: JA
 JOB CODE: ISLMARZ
 SCALE: 1" = 30'
 DATE: MARCH, 2009
 FILE: B-3743-5
 SHEET: 7 OF 15



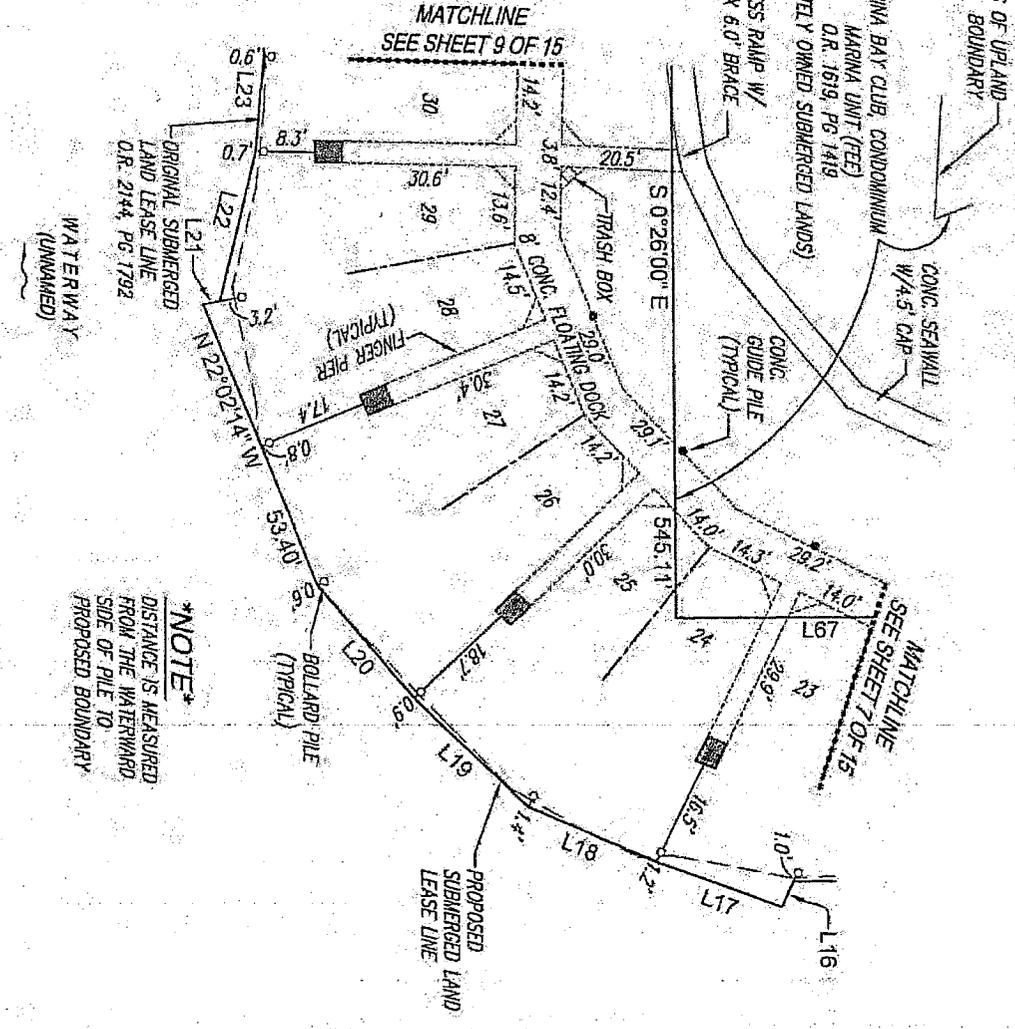
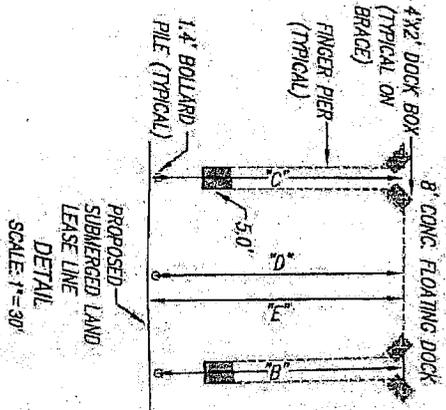
NOTES

1. FINGER PIERS ARE ±4.0 HOLE WITH A 4.0" X 5.9" DIAGONAL BRACE.
2. BOLLARD PILES ARE 1.4" IN DIAMETER WITH CASING AROUND CONCRETE PILE.
3. THE MEAN HIGH WATER FALLS ON THE VERTICAL FACE OF THE SEAWALL.
4. TOP OF SEAWALL ELEV.=6.8' BOTTOM OF SEAWALL ELEV.=1.4' MINHL. ELEV.=1.5'
5. SEE SHEET 15 FOR BOAT SLIP LENGTH CHART.
6. 7" DEVOTES BOAT LIFT.

LINE	BEARING	LENGTH
L16	S 25°05'00" W	5.00'
L17	N 70°22'47" W	23.36'
L18	N 66°50'22" W	24.75'
L19	N 45°59'45" W	27.67'
L20	N 40°56'18" W	26.38'
L21	N 79°47'26" E	3.00'
L22	N 13°28'08" E	27.14'
L23	N 4°36'16" E	16.71'
L67	N 89°34'00" E	137.09'

LEGEND

- P.O.C. = POINT OF COMMENCEMENT
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THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.

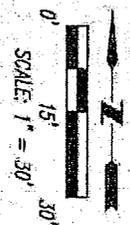
REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/22/10

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 BONITA SPRINGS, FL 34134 ■ FT. MYERS, FL 33913 ■ NORTH PORT, FL 34289
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SPECIFIC PURPOSE SURVEY
 SKETCH TO ACCOMPANY LEGAL
ISLAND MARINA BOAT OWNER'S ASSOCIATION
 SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST
 COLLIER COUNTY, FLORIDA

DRAWN BY: JD
 CHECK BY: JA
 JOB CODE: ISLMAR2
 SCALE: 1" = 30'
 DATE: MARCH, 2009
 FILE: B-3743-5
 SHEET: 8 OF 15



NOTES

HATCHED AREA DENOTES PROPOSED FINGER PIER EXTENSION W/ 1/4" GUIDE PILE

1. FINGER PIERS ARE 1/4" WIDE WITH A 4.0' X 5.9' DIAGONAL BRACE.

2. BOLLARD PILES ARE 1.4' IN DIAMETER WITH CASING AROUND CONCRETE PILE

3. THE MEAN HIGH WATER FALLS ON THE VERTICAL FACE OF THE SEAWALL.

4. TOP OF SEAWALL ELEV.=6.8' BOTTOM OF SEAWALL ELEV.=1.4'

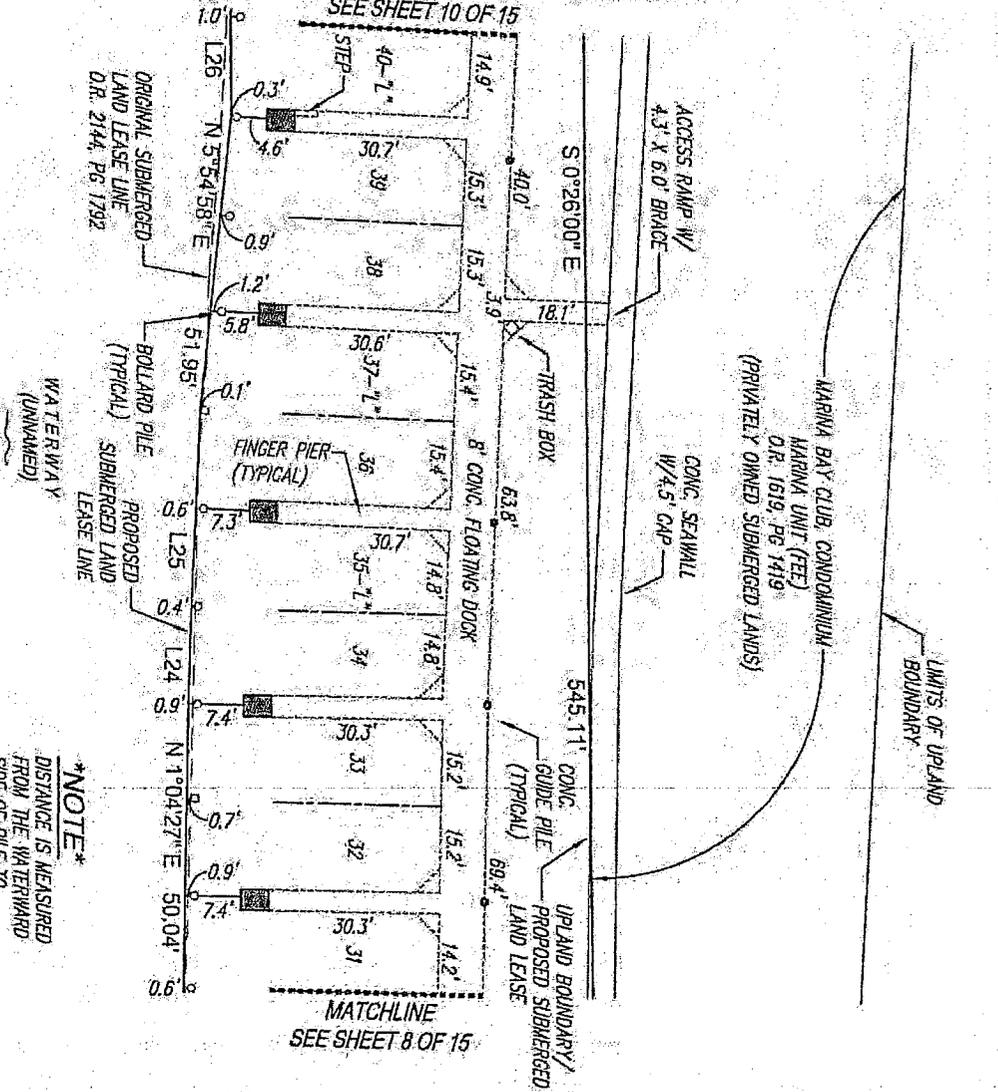
5. SEE SHEET 15 FOR BOAT SLIP LENGTH CHART.

6. 7" DENOTES BOAT LIFT.

LINE	BEARING	LENGTH
L24	N 204°28' E	17.19'
L25	N 240°10' E	34.61'
L26	N 078°26' W	17.65'

LEGEND
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R.O.W. = RIGHT-OF-WAY
 O.R. = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK
 FIR = FOUND IRON ROD
 SIR = SET IRON ROD
 FPK = FOUND PARKER KALON NAIL
 SPK = SET PARKER KALON NAIL

PROPOSED SUBMERGED LAND LEASE LINE
 DETAIL
 SCALE: 1" = 30'



THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/21/10

Q. GRADY MINOR & ASSOCIATES, P.A.

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SPECIFIC PURPOSE SURVEY

SKETCH TO ACCOMPANY LEGAL ISLAND MARINA BOAT OWNER'S ASSOCIATION SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST COLLIER COUNTY, FLORIDA

DRAWN BY: JD
 CHECK BY: JA

JOB CODE: ISLMAR2
 SCALE: 1" = 30'
 DATE: MARCH, 2009
 FILE: B-3743-5
 SHEET: 9 OF 15

NOTE
 DISTANCE IS MEASURED FROM THE WATERWARD SIDE OF PILE TO PROPOSED BOUNDARY



NOTES

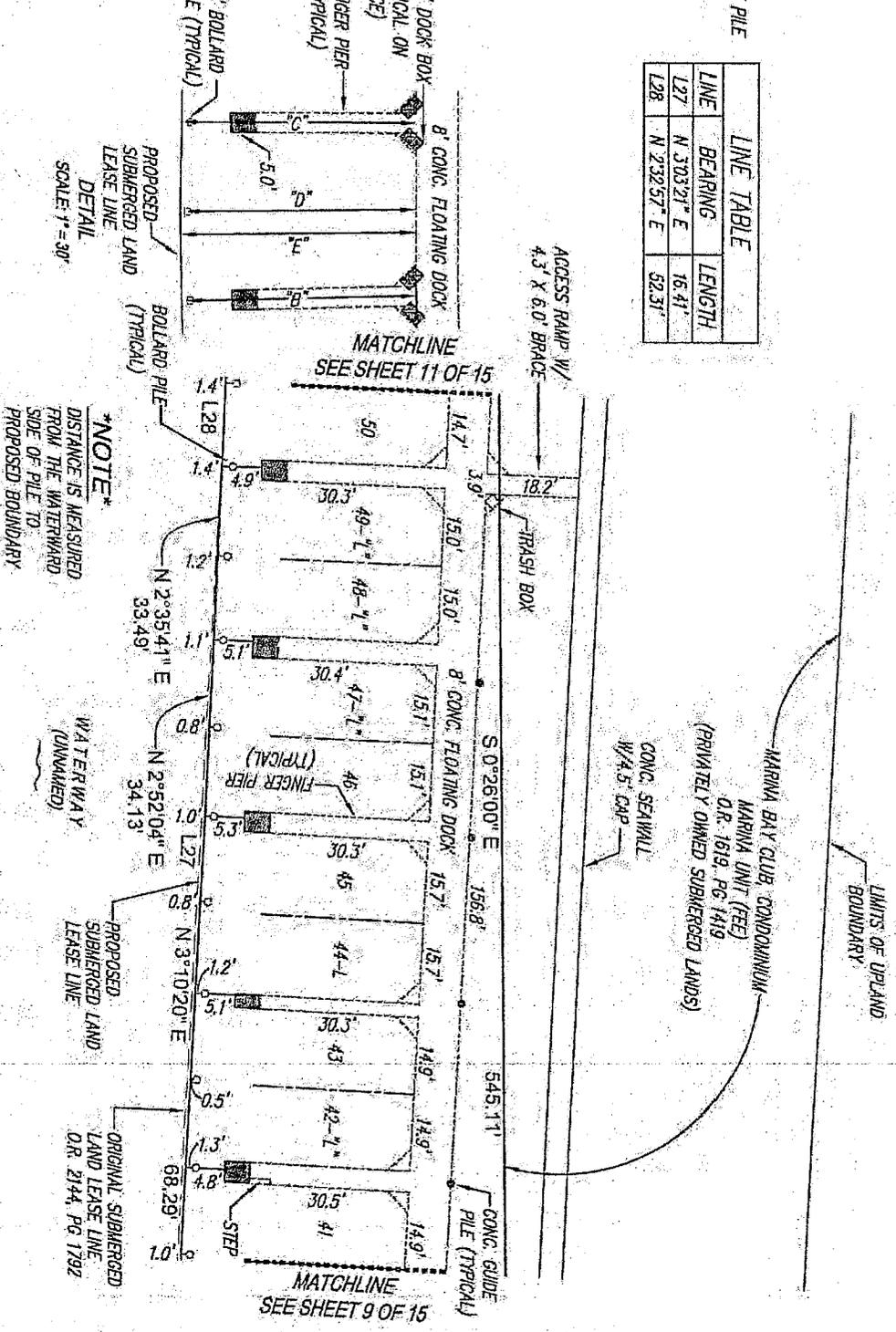
- 1. FINGER PIERS ARE 4.0 WIDE WITH A 4.0' X 5.9' DIAGONAL BRACE
- 2. BOLLARD PILES ARE 1.4' IN DIAMETER WITH CASING AROUND CONCRETE PILE.
- 3. THE MEAN HIGH WATER FALLS ON THE VERTICAL FACE OF THE SEAWALL.
- 4. TOP OF SEAWALL ELEV.=6.8' BOTTOM OF SEAWALL ELEV.=1.4'
- 5. SEE SHEET 15 FOR BOAT SLIP LENGTH CHART.
- 6. "L" DENOTES BOAT LIFT.

HATCHED AREA DENOTES PROPOSED FINGER PIER EXTENSION W/ 1/4" GUIDE PILE

LINE	BEARING	LENGTH
L27	N 303.27° E	16.41'
L28	N 232.57° E	52.31'

- LEGEND**
- P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - R.O.W. = RIGHT-OF-WAY
 - O.R. = OFFICIAL RECORDS BOOK
 - P.B. = PLAT BOOK
 - F.R. = FOUND IRON ROD
 - S.I.R. = SET IRON ROD
 - F.F.K. = FOUND PARKER KALON NAIL
 - S.P.K. = SET PARKER KALON NAIL

THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.



NOTE
DISTANCE IS MEASURED FROM THE WATERWARD SIDE OF PILE TO PROPOSED BOUNDARY.

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/2/10

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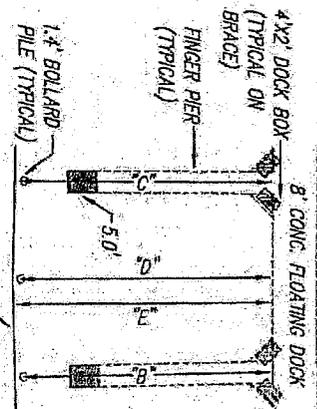
SPECIFIC PURPOSE SURVEY
 SKETCH TO ACCOMPANY LEGAL
ISLAND MARINA BOAT OWNERS ASSOCIATION
 SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST
 COLLIER COUNTY, FLORIDA

DRAWN BY:	JD
CHECK BY:	JA
JOB CODE:	ISLMAR2
SCALE:	1" = 30'
DATE:	MARCH, 2009
FILE:	B-3743-5
SHEET:	10 OF 15

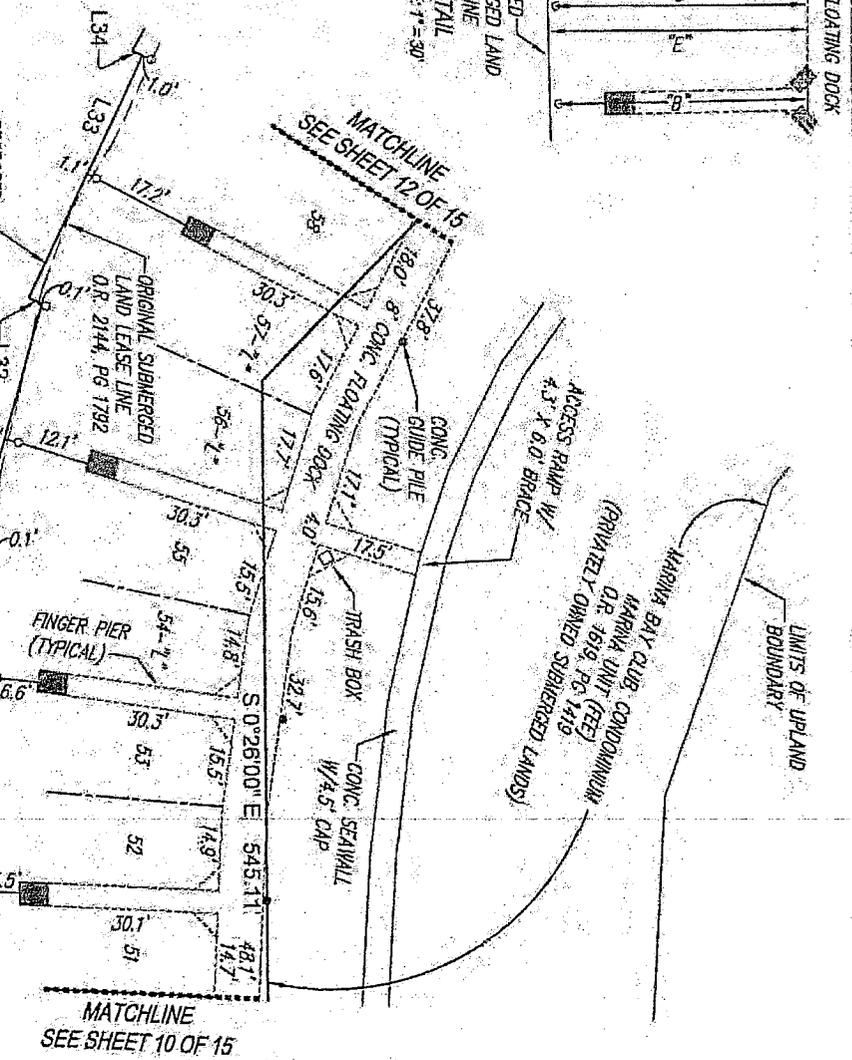


NOTES

- 1. FINGER PIERS ARE 3.40 WIDE WITH A 4.0' X 5.9' DIAGONAL BRACE.
- 2. BOLLARD PILES ARE 1.4" IN DIAMETER WITH CASING AROUND CONCRETE PILE.
- 3. THE MEAN HIGH WATER FALLS ON THE VERTICAL FACE OF THE SEAWALL.
- 4. TOP OF SEAWALL ELEV.=6.8'; BOTTOM OF SEAWALL ELEV.=1.4' MHW. ELEV.=1.5'.
- 5. SEE SHEET 15 FOR BOAT SLIP LENGTH CHAIR.
- 6. 'L' DENOTES BOAT LIFT.



LINE	BEARING	LENGTH
L28	N 232.57° E	52.31'
L29	N 273.44° E	18.53'
L30	N 304.41° E	20.82'
L31	N 76.50/46° W	3.00'
L32	N 62.31/59° W	2.50'
L33	N 25.03/36° E	47.07'
L34	N 66.02/14° W	2.00'



LEGEND

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R.O.W. = RIGHT-OF-WAY
 O.R. = OFFICIAL RECORDS BOOK
 FB = PLAT BOOK
 FIR = FOUND IRON ROD
 SIR = SET IRON ROD
 FPK = FOUND PARKER KALON NAIL
 SPK = SET PARKER KALON NAIL

THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.

NOTE
 DISTANCE IS MEASURED FROM THE WATERWARD SIDE OF PILE TO PROPOSED BOUNDARY.

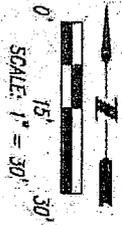
REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/2/10

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SPECIFIC PURPOSE SURVEY

SKETCH TO ACCOMPANY LEGAL ISLAND MARINA BOAT OWNERS ASSOCIATION SECTION 17 TOWNSHIP 48 SOUTH, RANGE 25 EAST COLLIER COUNTY, FLORIDA

DRAWN BY:	JD
CHECK BY:	JA
JOB CODE:	ISLMAR2
SCALE:	1" = 30'
DATE:	MARCH, 2009
FILE:	B-3743-5
SHEET:	11 OF 15



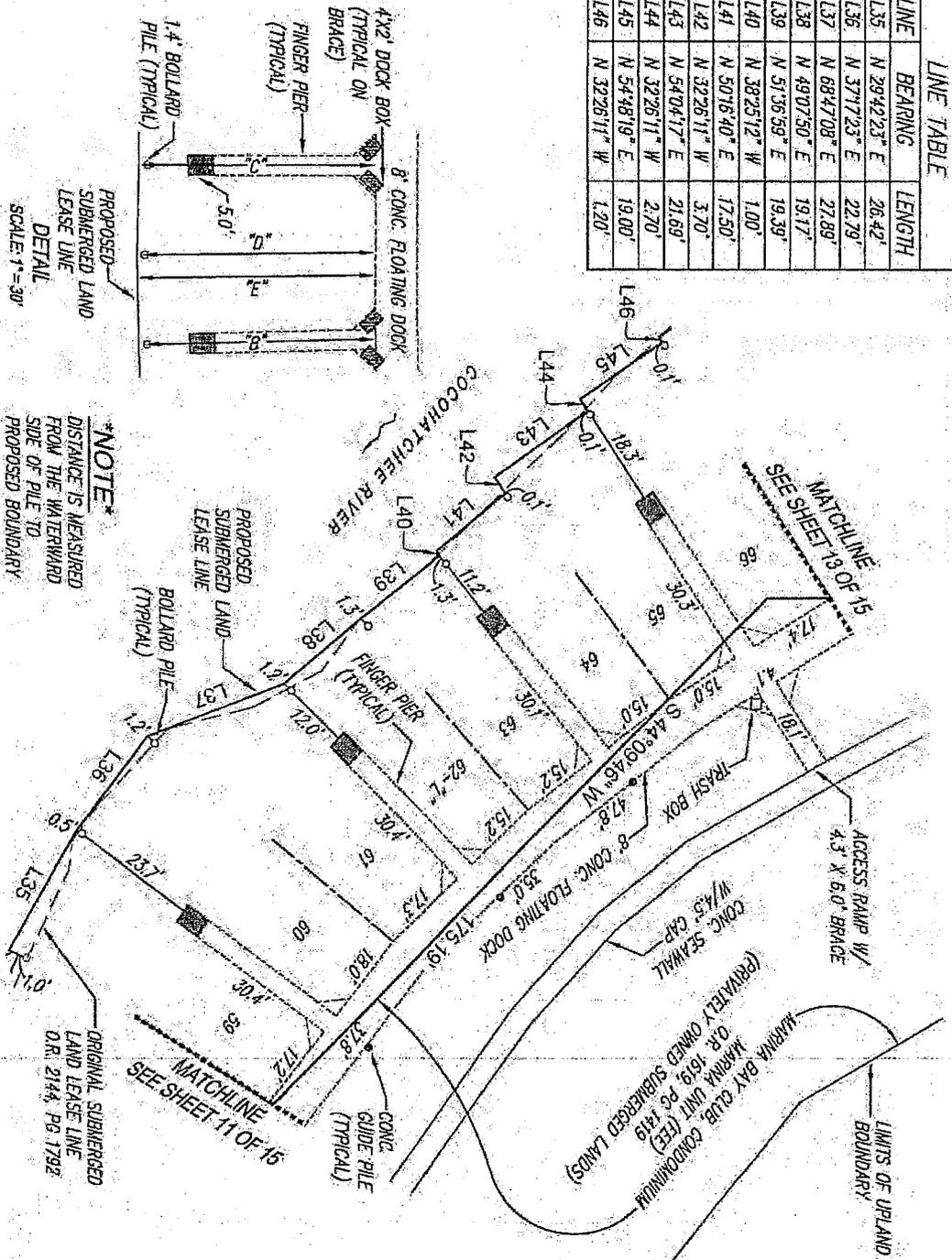
NOTES

- 1. HATCHED AREA DENOTES PROPOSED FINGER PIER EXTENSION W/ 14" GUIDE PILE
- 2. BOLLARD PILES ARE 1.4' IN DIAMETER WITH CASING AROUND CONCRETE PILE
- 3. THE MEAN HIGH WATER FALLS ON THE VERTICAL FACE OF THE SEAWALL.
- 4. TOP OF SEAWALL ELEV.=6.0' BOTTOM OF SEAWALL ELEV.=1.4' AHHH. ELEV.=1.5'
- 5. SEE SHEET 15 FOR BOAT SLIP LENGTH CHART.
- 6. 7' DENOTES BOAT LIFT.

LINE	BEARING	LENGTH
L35	N 29°42'23" E	26.42'
L36	N 37°17'23" E	22.79'
L37	N 68°47'08" E	27.89'
L38	N 49°07'50" E	19.17'
L39	N 51°36'59" E	19.39'
L40	N 38°25'12" W	1.00'
L41	N 50°16'40" E	17.50'
L42	N 32°26'11" W	3.20'
L43	N 54°04'17" E	21.69'
L44	N 32°26'11" W	2.70'
L45	N 54°48'19" E	19.00'
L46	N 32°26'11" W	1.20'

- LEGEND**
- P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - R.O.W. = RIGHT-OF-WAY
 - O.R. = OFFICIAL RECORDS BOOK
 - P.B. = PLAT BOOK
 - F.R. = FOUND IRON ROD
 - S.R. = SET IRON ROD
 - F.P.K. = FOUND PARKER KALON NAIL
 - S.P.K. = SET PARKER KALON NAIL

THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.



NOTE
DISTANCE IS MEASURED FROM THE WATERWARD SIDE OF PILE TO PROPOSED BOUNDARY.

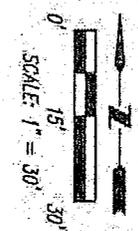
PROPOSED SUBMERGED LAND LEASE LINE
DETAIL
SCALE: 1"=30'

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SPECIFIC PURPOSE SURVEY
 SKETCH TO ACCOMPANY LEGAL
ISLAND MARINA BOAT OWNERS ASSOCIATION
 SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST
 COLLIER COUNTY, FLORIDA

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/22/10.

DRAWN BY:	JD
CHECK BY:	JA
JOB CODE:	ISLMAR2
SCALE:	1" = 30'
DATE:	MARCH, 2009
FILE:	B-3743.5
SHEET:	12 OF 15



NOTES

HATCHED AREA DENOTES PROPOSED FINGER PIER EXTENSION W/ 1/4" GUIDE PILE

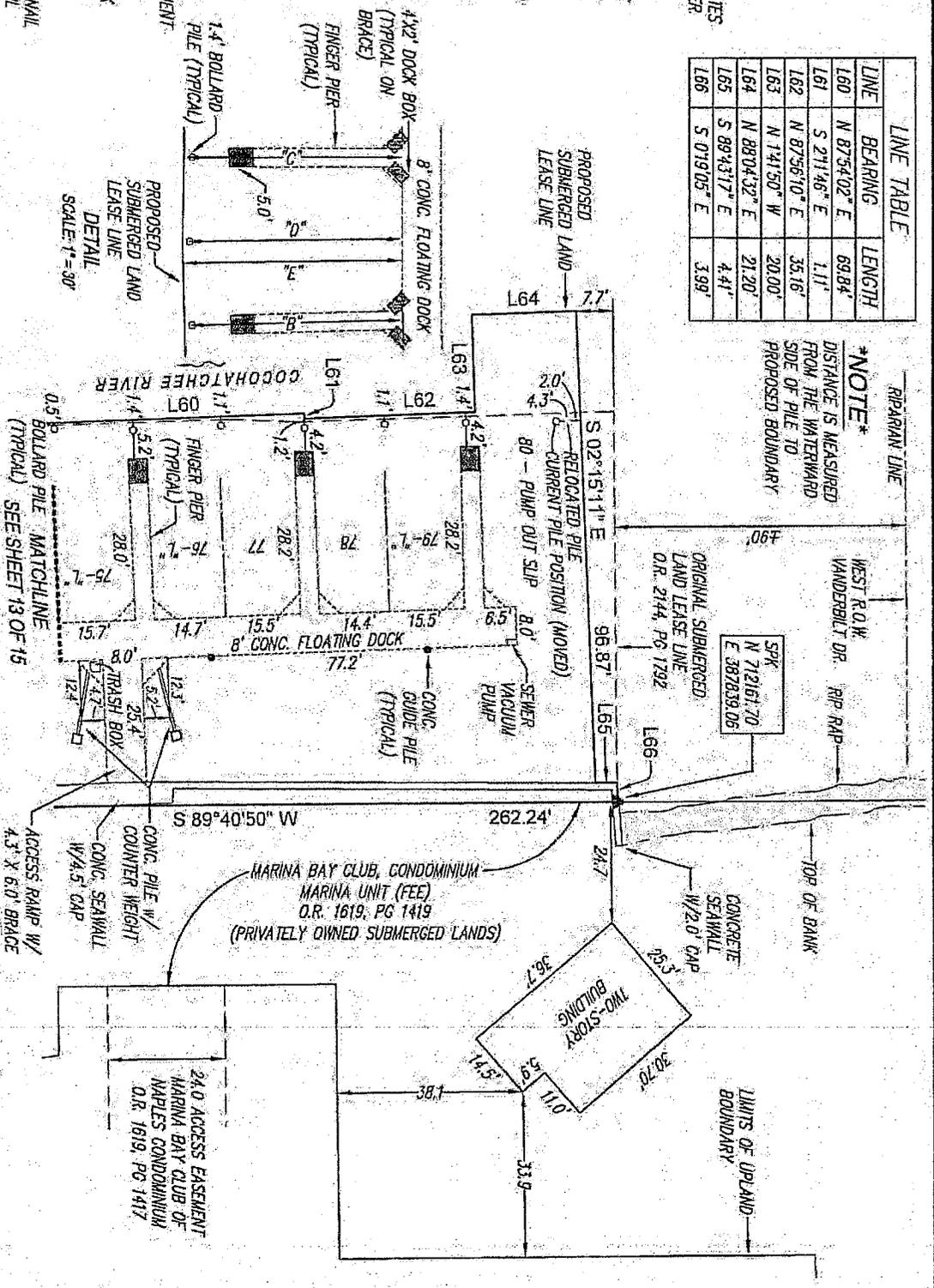
LINE	BEARING	LENGTH
L60	N 87°54'02" E	69.84'
L61	S 211°46' E	1.11'
L62	N 87°56'10" E	35.16'
L63	N 1°41'50" W	20.00'
L64	N 88°04'32" E	21.20'
L65	S 89°43'17" E	4.41'
L66	S 01°05' E	3.99'

1. FINGER PIERS ARE 2.40 WIDE WITH A 4.0' X 5.9' DIAGONAL BRACE.
2. BOLLARD PILES ARE 1.4" IN DIAMETER WITH CASING AROUND CONCRETE PILE.
3. THE MEAN HIGH WATER FALLS ON THE VERTICAL FACE OF THE SEAWALL.
4. TOP OF SEAWALL ELEV.=6.8' BOTTOM OF SEAWALL ELEV.=1.4'
5. SEE SHEET 15 FOR BOAT SLIP LENGTH CHART.
6. 7" DENOTES BOAT LIFT.

LEGEND

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R.O.W. = RIGHT-OF-WAY
 O.R. = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK
 FR = FOUND IRON ROD
 SFR = SET IRON ROD
 FRK = FOUND PARKER KALON NAIL
 SPK = SET PARKER KALON NAIL

THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.



NOTE
 DISTANCE IS MEASURED FROM THE WATERWARD SIDE OF PILE TO PROPOSED BOUNDARY

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/2/10

Q. GRADY MINOR & ASSOCIATES, P.A.
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SPECIFIC PURPOSE SURVEY
 SKETCH TO ACCOMPANY LEGAL ISLAND MARINA BOAT OWNER'S ASSOCIATION SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST COLLIER COUNTY, FLORIDA

DRAWN BY: JD
 CHECK BY: JA
 JOB CODE: ISMAR2
 SCALE: 1" = 30'
 DATE: MARCH, 2009
 FILE: B3743.5
 SHEET: 14 OF 15

NOTES

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. CHART LEGEND:
 - "A" - AUTHORIZED SLIP LENGTH, DISTANCE FROM WATER WARD SIDE OF PERIMETER DOCK DEFINED BY DEP WETLAND RESOURCE PERMIT NO. 1127119925.
 - "B" - DISTANCE FROM THE WATERWARD SIDE OF THE PERIMETER DOCK TO THE WATERWARD SIDE OF THE BOLLARD PILE AT THE CENTER OF THE FINGER PIER.
 - "C" - DISTANCE FROM THE PROPOSED SUBMERGED LAND LEASE BOUNDARY LINE PERPENDICULAR TO THE PERIMETER DOCK AT THE BOLLARD PILE POSITION ON THE FINGER PIER.
 - "D" - DISTANCE FROM THE WATERWARD SIDE OF THE PERIMETER DOCK TO THE WATERWARD SIDE OF THE BOLLARD PILE BETWEEN FINGER PIERS.
 - "E" - DISTANCE FROM THE PROPOSED SUBMERGED LAND LEASE BOUNDARY LINE PERPENDICULAR TO THE WATERWARD FACE OF THE PERIMETER DOCK AT THE BOLLARD PILE POSITION BETWEEN THE FINGER PIERS. DISTANCE VARIES BY MOVEMENT OF FLOATING DOCK. MAXIMUM AUTHORIZED SLIP LENGTH IS "A".
 - "F" - SLIP WIDTH, APPROXIMATE AVAILABLE WIDTH PARALLEL TO THE WATERWARD SIDE OF THE DOCK.
 - "G" - PUMP-OUT SLIP #80 IS PROPOSED TO HAVE AUTHORIZED SLIP LENGTH, TEMPORARY USE INCREASED FROM 39.0' TO 60.0'.

BOAT SLIP LENGTH CHART

BOAT SLIP #	A"	B"	C"	D"	E"	F"
1	34'	34.1'	35.0'	33.3'	34.7'	14.6'
2	34'	34.1'	35.0'	34.1'	35.0'	12.0'
3	34'	34.1'	35.0'	34.1'	35.0'	12.0'
4	34'	34.1'	35.0'	33.8'	35.0'	12.0'
5	34'	33.9'	35.0'	33.8'	35.0'	12.0'
6	34'	33.9'	35.0'	34.2'	35.0'	11.9'
7	34'	34.1'	35.0'	34.2'	35.0'	11.9'
8	34'	34.1'	35.0'	33.8'	35.0'	12.3'
9	34'	33.5'	35.0'	33.8'	35.0'	11.9'
10	34'	33.5'	35.0'	33.7'	35.0'	11.9'
11	34'	34.1'	35.0'	33.7'	35.0'	11.9'
12	34'	34.1'	35.0'	33.8'	35.0'	11.9'
13	34'	34.2'	35.0'	33.8'	35.0'	11.9'
14	34'	34.2'	35.0'	34.3'	35.0'	11.9'
15	34'	33.6'	35.0'	34.3'	35.0'	11.9'
16	34'	33.6'	35.0'	34.1'	35.1'	14.1'
17	37'	36.6'	38.0'	34.1'	35.1'	14.1'
18	37'	36.6'	38.0'	37.6'	38.6'	14.1'
19	42'	44.5'	44.7'	37.6'	44.1'	18.0'
20	40'	44.5'	44.7'	40.1'	42.0'	14.0'
21	41'	42.0'	43.0'	40.1'	42.0'	14.1'
22	42'	42.0'	43.0'	46.0'	47.0'	13.9'
23	51'	52.8'	54.0'	46.0'	52.0'	14.0'
24	54'	52.8'	54.0'	54.6'	56.0'	14.3'
25	54'	55.1'	56.0'	54.6'	56.0'	14.0'
26	54'	55.1'	56.0'	55.4'	56.0'	14.2'
27	54'	54.2'	55.0'	55.4'	56.0'	14.2'
28	52'	54.2'	55.0'	49.8'	53.0'	14.1'
29	45'	45.3'	46.0'	49.8'	50.0'	14.0'
30	44'	45.3'	46.0'	44.4'	45.0'	14.2'
31	44'	44.1'	45.0'	44.4'	45.0'	14.2'
32	44'	44.1'	45.0'	44.4'	45.1'	15.2'
33	44'	44.1'	45.0'	44.4'	45.1'	15.2'
34	44'	44.1'	45.0'	44.6'	46.0'	14.8'
35	44'	44.4'	45.0'	44.6'	46.0'	14.8'
36	44'	44.4'	45.0'	44.9'	45.0'	15.4'
37	43'	42.8'	44.0'	44.9'	45.0'	15.4'
38	43'	42.8'	44.0'	42.1'	44.0'	15.3'
39	42'	41.7'	42.0'	42.1'	44.0'	15.3'
40	42'	41.7'	42.0'	42.0'	43.0'	14.9'

BOAT SLIP LENGTH CHART

BOAT SLIP #	A"	B"	C"	D"	E"	F"
41	42'	41.7'	43.0'	42.0'	43.0'	14.9'
42	42'	41.7'	43.0'	42.5'	43.0'	14.9'
43	42'	41.8'	43.0'	42.5'	43.0'	14.9'
44	42'	41.8'	43.0'	42.2'	43.0'	15.7'
45	42'	42.0'	43.0'	42.2'	43.0'	15.7'
46	42'	42.0'	43.0'	42.2'	43.0'	15.1'
47	42'	41.9'	43.0'	42.2'	43.0'	15.1'
48	42'	41.9'	43.0'	41.8'	43.0'	15.0'
49	42'	41.6'	43.0'	41.8'	43.0'	15.0'
50	42'	41.6'	43.0'	41.6'	43.0'	14.7'
51	42'	42.0'	43.0'	41.6'	43.0'	14.7'
52	41'	42.0'	43.0'	41.8'	43.0'	14.2'
53	43'	43.3'	45.0'	41.8'	43.0'	16.9'
54	44'	43.3'	45.0'	46.9'	47.0'	15.0'
55	49'	48.8'	50.6'	46.9'	50.0'	15.5'
56	50'	48.8'	50.6'	51.6'	51.7'	18.0'
57	54'	53.9'	55.0'	51.6'	54.2'	17.3'
58	53'	53.9'	55.0'	55.0'	56.0'	17.6'
59	57'	60.5'	61.0'	55.0'	58.0'	17.6'
60	60'	60.5'	61.0'	59.8'	61.0'	18.0'
61	50'	48.8'	50.0'	59.8'	61.0'	17.3'
62	46'	48.8'	50.0'	47.7'	49.0'	15.2'
63	48'	47.7'	49.0'	47.7'	49.0'	15.2'
64	49'	47.7'	50.0'	50.3'	50.4'	14.0'
65	53'	55.0'	55.1'	50.3'	54.1'	16.5'
66	57'	55.0'	57.8'	58.7'	58.8'	16.9'
67	60'	61.2'	61.3'	58.7'	60.0'	17.5'
68	60'	61.2'	61.3'	56.8'	61.0'	17.5'
69	55'	47.9'	56.0'	56.8'	56.9'	17.6'
70	48'	47.9'	49.0'	45.2'	49.0'	14.9'
71	44'	42.6'	44.1'	45.2'	45.3'	15.0'
72	42'	42.6'	43.0'	41.1'	43.0'	15.0'
73	41'	37.8'	43.0'	41.1'	42.0'	14.9'
74	40'	37.8'	41.0'	40.5'	41.0'	14.9'
75	40'	39.6'	41.0'	40.5'	41.0'	15.0'
76	40'	39.6'	41.0'	39.9'	41.0'	15.0'
77	40'	38.8'	41.0'	39.9'	41.0'	15.0'
78	39'	38.8'	40.0'	38.9'	40.0'	14.9'
79	39'	38.8'	40.2'	38.9'	40.0'	14.9'
80	PUMP-OUT	38.8'	60.2'	39.0'	60.0'	19.6'

THIS PLAN SET IS NOT COMPLETE WITHOUT ALL SHEETS 1 THRU 15.

REVISION: CHANGES PER DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMENTS - 12/2/10

SPECIFIC PURPOSE SURVEY

DRAWN BY: JD
CHECK BY: JA

BOAT SLIP LENGTH CHART

JOB CODE: ISLMAR2
SCALE: N/A

ISLAND MARINA BOAT OWNERS ASSOCIATION

DATE: MARCH, 2009
FILE: B-3743-5

SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST

SHEET: 15 OF 15

COLLIER COUNTY, FLORIDA

15 OF 15



Q. GRADY MINOR & ASSOCIATES, P.A.
 CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS ■ LANDSCAPE ARCHITECTS
 BONITA SPRINGS ■ PORT MYERS ■ NORTH PORT
 3500 VIA DEL REY ■ 11940 FAIRWAY LAKES DR ■ 2662 COMMERCE PKWY.
 BONITA SPRINGS, FL 34134 ■ FT. MYERS, FL 33913 ■ NORTH PORT, FL 34289
 (239) 947-1144 ■ (239) 690-4380 ■ (941) 426-5558
 ENGINEERING CERT. OF APLH, EB 000051 SURVEYING CERT. OF APLH, LB 000051 LANDSCAPE ARCH. BUSINESS LV 20000266
 www.qgradymnor.com

2819627 OR: 2851 PG: 0216

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/29/2001 at 10:01AM DWIGHT E. BROCK, CLERK

RFC FEE	10.50
DOC-.70	.70
MISC	1.00

Re::

GOODLETTE COLEMAN P.A.
4001 TAMiami TRAIL NORTH #300
NAPLES FL 34103

QUIT CLAIM DEED

THIS DEED, is made on this 12th day of June, 2001, between ISLAND MARINA, INC., a Florida corporation, Grantor and ISLAND MARINA BOAT SLIP OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, Grantee, whose post office address is: 13105 Vanderbilt Road, Naples, Florida 34110.

The Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, hereby convey, assign and quit-claim to Grantee and Grantee's heirs, successors and assigns forever, the following described real property in Collier County, Florida:

The MARINA UNIT, of MARINA BAY CLUB OF NAPLES, a condominium, according to the Declaration of Condominium therefor, recorded in Official Records Book 1619, at Page 1422, as amended, of the Public Records of Collier County, Florida, (Collier County Tax Folio No. 59620001663);

LESS AND EXCEPT: the right to possession of Boat Slip Nos. 1, 2, 6, and 10 of ISLAND MARINA, according to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR ISLAND MARINA, recorded in Official Records Book 2163, at Page 0001, of the Public Records of Collier County, Florida, which is specifically reserved and retained by Grantor; and

SUBJECT TO: real estate taxes for the year of 2001 and subsequent years; easements, restrictions and reservations of record, including but not limited to: (i) the terms and conditions of that certain Modified Sovereignty Submerged Lands Lease between Grantor, as Lessee and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor recorded February 1, 1996, in Official Records Book 2144, at Page 1792, of the Public Records of Collier County, Florida; (ii) all of the terms, provisions, covenants, conditions and options contained in, and the rights and easements established by, the Declaration of Condominium for Marina Bay Club of Naples, a Condominium, as recorded in O.R. Book 1619, at Page 1422, of the Public Records of Collier County, Florida, as amended; and (iii) all possessory rights of the record owners of Boat Slip Nos. 3 through 5, 7 through 9, and 11 through 79, of ISLAND MARINA, according to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR ISLAND MARINA, recorded in Official Records Book 2163, at Page 0001, of the Public Records of Collier County, Florida.

THE PURPOSE OF THIS INSTRUMENT is to convey to Grantee all of Grantor's right, title and interest in the subject Property (less and except the right to possess Boat Dock Nos. 1, 7, 9 and 80 of Island Marina as specifically listed hereinabove) in connection with the developer's turn-over of control of Island Marina Boat Slip Owners Association, Inc., to its Members.

This Instrument Prepared By:

Kenneth R. Johnson, Esq.
Goodlette, Coleman & Johnson, P.A.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103

C:\KRJ\Island Marina
Association QCD

(Page 1 of 2)

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee, and Grantee's heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has duly executed and delivered this instrument as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

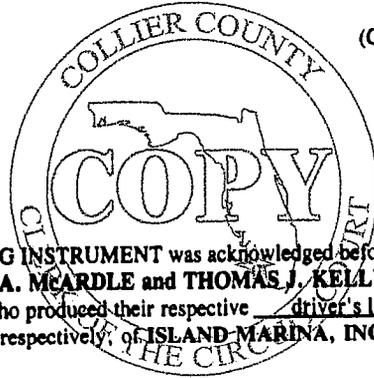
ISLAND MARINA, INC., a Florida corporation

Anna M. Ruchel
Print Name: Anna M. Ruchel

By: *David A. McArdle*
David A. McArdle, President

Philip Held
Print Name: Philip Held

Attest: *Thomas J. Kelly*
Thomas J. Kelly, Secretary



(Corporate Seal)



STATE OF ILLINOIS COUNTY OF KANE

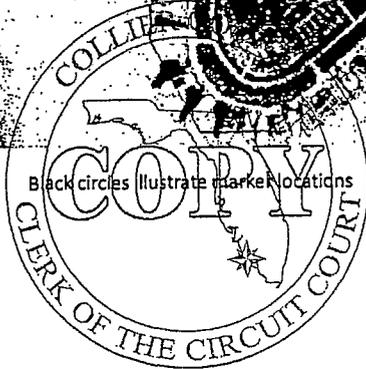
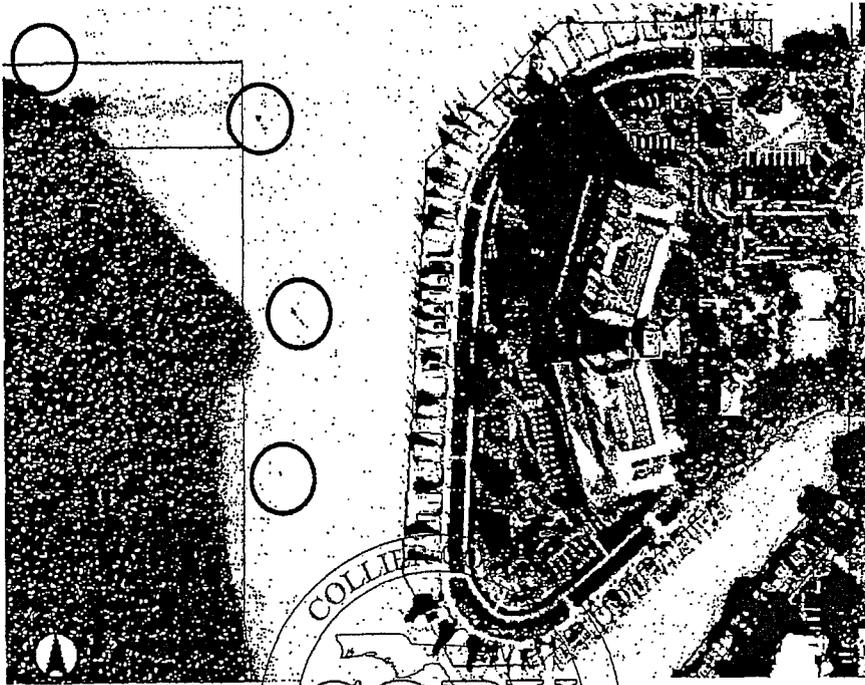
THE FOREGOING INSTRUMENT was acknowledged before me on this 12th day of June, 2001, by DAVID A. MCARDLE and THOMAS J. KELLY, () who are personally known to me or () who produced their respective driver's license as identification, as President and Secretary, respectively, of ISLAND MARINA, INC., a Florida corporation on behalf of the corporation.



Sonja N. Gallagher
Notary Public
State of Illinois
Print Name: Sonja N. Gallagher
My Commission Expires: ()

(Notary Seal)

Required navigation markers maintained by IMBSOA



Black circles illustrate marker locations