



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

November 5, 2019

Lemon Bay Breeze Condo Assoc Inc and Lemon Bay Breezes Master Assoc Inc
Attn: Mr. Oscar A. Keuker, CAM
1401 South McCall Road
Englewood, FL 34223

Instrument No. 080540915

Lessee: Lemon Bay Breeze Condo Assoc Inc and Lemon Bay Breezes Master Assoc Inc

Dear Mr. Keuker,

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

If the billing agent, phone number, or fax number change, or there is a change in tax status, please notify the BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION in writing within 30 days of the date of any change.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at 850-245-2758 or Kathy.Griffin@dep.state.fl.us.

Sincerely,

A handwritten signature in blue ink that reads "Kathy C. Griffin".

Kathy Griffin
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection

/kcg

cc: File

This Instrument Prepared By:
Amy Horton
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. 080540915

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 Lemon Bay Breezes Condominium Association, Inc., a Florida nonprofit corporation and Lemon Bay Breezes Master 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 06, Township 41 South, Range 20 East, in Gottfried Creek, Charlotte County, containing 8,040 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 17, 2010.

TO HAVE THE USE OF the hereinabove described premises from February 19, 2015, the effective date of this lease renewal, through February 19, 2025, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 13-slip private residential multi-family docking facility and concrete boat ramp to be used exclusively for mooring of recreational vessels in conjunction with an upland residential condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

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

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

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

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

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

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 863, Page 1963, Public Records of Charlotte County, Florida without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 863, Page 1963, Public Records of Charlotte County, Florida, 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:

Lemon Bay Breezes Condominium Association, Inc.
Lemon Bay Breezes Master Association, Inc.
1401 McCall Road
Englewood, Florida 34223

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

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

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

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

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

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

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

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 863, Page 1963, Public Records of Charlotte County, Florida, which shall run with the title to said common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

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

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 863, Page 1963, Public Records of Charlotte County, Florida. This lien on the common elements shall be enforceable in summary proceedings as provided by law.

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

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

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

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

26. 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. The Lessee shall prohibit mooring, on either a temporary or permanent basis, along the north side of the main access walkway and dock. To ensure compliance, the Lessee shall place and maintain: (1) a 3-foot high railing along the north side of the main access walkway and dock, and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

B. During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street- 6A, Tallahassee, Florida 32399-1600 (phone 850/922-43330).

C. The lessee shall provide and maintain Coast Guard approved navigation lighting at both ends of the marginal docking facility.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY:

* Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

* Brad Richardson, Senior Management
Analyst Supervisor

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of November, 2019, by
* Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

DEP Attorney

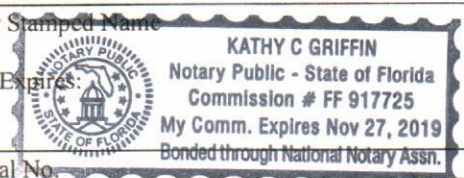
Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.



WITNESSES:

S. Devaney
Original Signature

S. Devaney
Typed/Printed Name of Witness

C. William Kraft
Original Signature

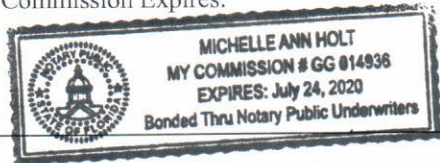
C. William KRAFT III
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 14th day of October, 2019, by
Rebecca Ross as President of Lemon Bay Breezes Condominium Association, Inc., a Florida nonprofit corporation, for and on
behalf of the corporation. She is personally known to me or who has produced _____, as identification.

My Commission Expires:



Commission/Serial No. _____

Lemon Bay Breezes Condominium Association, Inc.,
a Florida nonprofit corporation (SEAL)

BY: Rebecca Ross
Original Signature of Executing Authority

Rebecca Ross
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

Michelle Ann Holt
Signature of Notary Public

Notary Public, State of Florida

Michelle Ann Holt
Printed, Typed or Stamped Name

WITNESSES:

Lemon Bay Breezes Master Association, Inc.,
a Florida nonprofit corporation (SEAL)

S. Devaney
Original Signature

S. Devaney
Typed/Printed Name of Witness

C. William Kraft
Original Signature

C. William KRAFT III
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Sarasota

BY: Rebecca Ross
Original Signature of Executing Authority

Rebecca Ross
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 14th day of October, 2019,
by Rebecca Ross as President of Lemon Bay Breezes Master Association, Inc., a Florida nonprofit corporation, for and on behalf
of the corporation. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

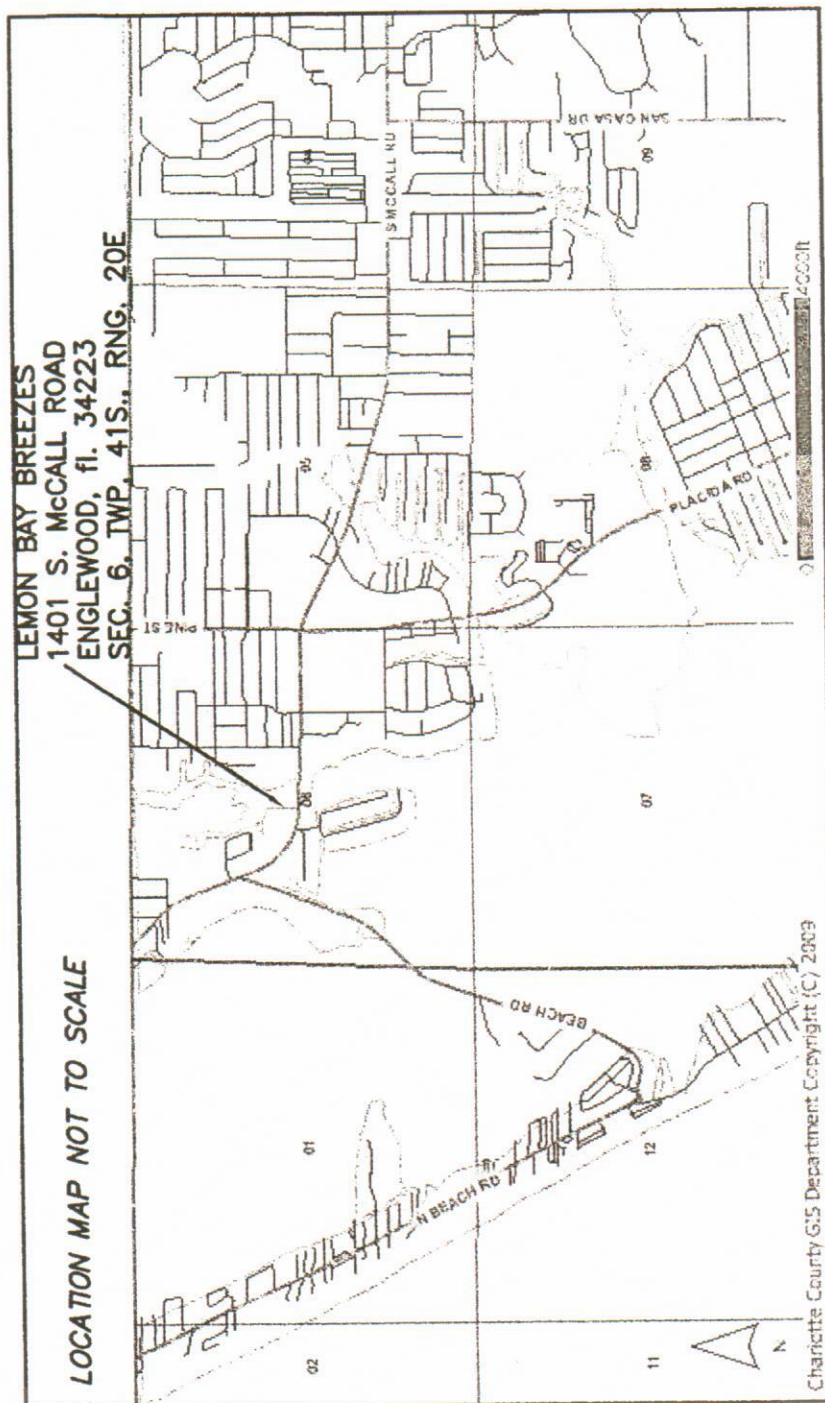


Commission/Serial No. _____

Michelle Ann Holt
Signature of Notary Public

Notary Public, State of Florida

Michelle Ann Holt
Printed, Typed or Stamped Name



RECEIVED
SEP 28 2010

D.E.P. South District

LOCATION SHEET
SHEET 11 OF 11

LEMON BAY BREEZES MASTER ASSOCIATION

9-1-2010

REVISED:

F.B. 309 PG: 01

PROJECT No: E-0864

LANDMARK
LAND CONSULTANTS

"A Crest Engineering Company"

Engineers
Building Designers
Surveyors • Planners
Environmental Consultants
EB 7039/LB 6655

CERT. NO. 00007039
AUGIT NO. 0306-102501
EXPIR. FEB 28, 2005

4526 N. ACCESS ROAD
ENGLEWOOD, FL 34224
(941)475-5651
FAX (941)475-2998

Hightstown, N.J. (609)448-5550 • Toms River, N.J. (732)244-0888

UPLAND BOUNDARY DESCRIPTION (NOT INCLUDED IN SURVEY)

PHASES I, II, AND THE "RECREATION AREA" AS DEPICTED ON THE CONDOMINIUM PLAT OF "LEMON BAY BREEZES", A CONDOMINIUM ACCORDING TO THE PLAT THEREOF, AS RECORDED IN CONDOMINIUM BOOK 9, PAGES 76-A THROUGH 76-G OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

SUBMERGED LAND LEASE DESCRIPTION

A PARCEL OF SUBMERGED LAND LOCATED IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 20 EAST, GOTTFRIED CREEK, CHARLOTTE COUNTY, FLORIDA, CONTAINING 8040 SQUARE FEET (0.185 ACRES), MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"x4" CONCRETE MONUMENT "PRM" AT THE SOUTHEAST CORNER OF LOT 17, RIVERSIDE SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 14 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, AND BEING THE POINT OF COMMENCEMENT FOR LEMON BAY BREEZES, A CONDOMINIUM ACCORDING TO THE PLAT THEREOF AS RECORDED IN CONDOMINIUM BOOK 9, PAGES 76-A THROUGH 76-G OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID LEMON BAY BREEZES CONDOMINIUM, S.89°42'27"E., 42.96' TO THE WEST LINE OF PHASE III OF SAID LEMON BAY BREEZES CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID PHASE III AND PHASE I, S.00°03'37"W., 278.43' TO A POINT ON A CURVE AND THE SOUTH BOUNDARY OF PHASE I OF SAID LEMON BAY BREEZES, HAVING A RADUIS OF 895.92', A CENTRAL ANGLE OF 20°55'09", AND A CHORD BEARING OF S.74°56'22"E.; THENCE ALONG THE ARC OF SAID CURVE 327.11' TO A 4"x4" CONCRETE MONUMENT WITH DISC STAMPED LB3607; THENCE ALONG A NON-RADIAL LINE AND THE WEST BOUNDARY OF SAID PHASE I, S.00°45'17"E., 175.64' TO A POINT ON A CURVE ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 776, HAVING A RADIUS OF 1070.92', A CENTRAL ANGLE OF 01°00'19" AND A CHORD BEARING OF S.86°46'40"E.; THENCE ALONG THE ARC OF SAID CURVE 18.79' TO A POINT OF TANGENCY; THENCE CONTINUE ALONG THE NORTHERLY RIGHT OF WAY LINE, S.87°17'35"E., 94.95' TO A FOUND 1" IRON ROD; THENCE LEAVING SAID RIGHT OF WAY, N.00°00'12"E., 60.34' TO AN IRON ROD AND CAP "LB6655" SET AT THE MEAN HIGH WATER LINE OF GOTTFRIED CREEK (ELEVATION (-)0.13' N.A.V.D. 1988 DATUM); THENCE ALONG THE MEAN HIGH WATER LINE N.08°09'59"W., 4.34' FOR A POINT OF BEGINNING; THENCE N.08°09'59"W., 25.82'; THENCE N.85°19'59"E., 12.46'; THENCE N.02°49'05"W., 390.52'; THENCE N.77°23'10"W, 16.16' TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE N.06°06'42"W., 8.45' TO AN IRON ROD AND CAP "LB6655" SET ON THE MEAN HIGH WATER LINE; THENCE S.77°23'10"E., 19.08'; THENCE N.87°10'55"E., 15.67'; THENCE S.02°49'05"E., 423.14'; THENCE S.84°50'29"W., 28.06' TO THE POINT OF BEGINNING, CONTAINING 8040 SQUARE FEET, OR 0.185 ACRES, MORE OR LESS

BEARINGS SHOWN HEREON ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF LEMON BAY BREEZES CONDOMINIUMS AS SOUTH 89°42'27"EAST PER RECORD PLAT. N.A.V.D. 88 DENOTES 1988 NORTH AMERICAN VERTICAL DATUM.

RECEIVED
SEP 28 2010

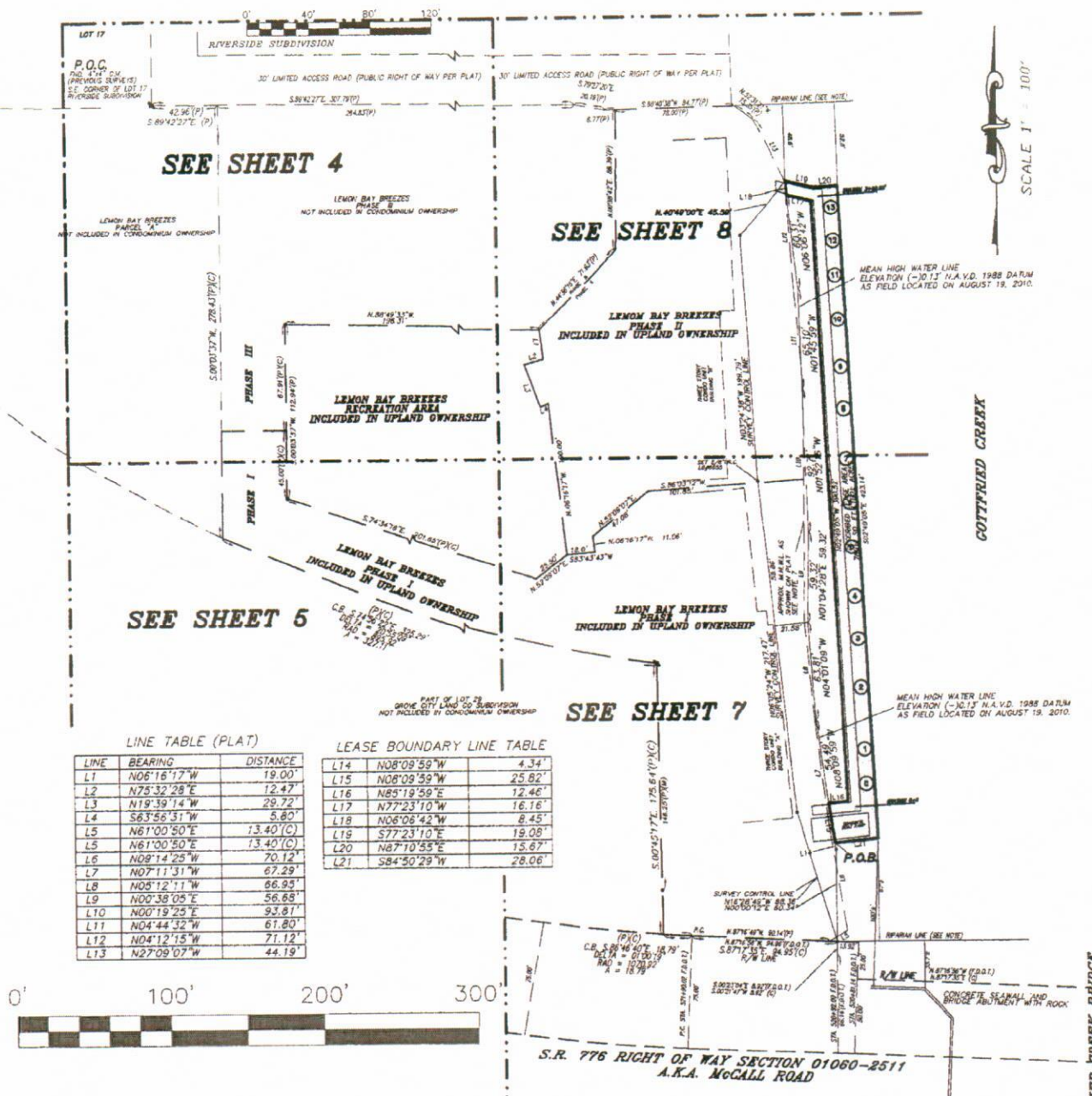
D.E.P. South District

GREGORY F. WEYERS, PSM
INDIVIDUAL FLORIDA CERT.: LS3361
BUSINESS AUTHORIZATION NO.: LB6655

SHEET 2 OF 11
UPLAND AND LEASE BOUNDARY DESCRIPTIONS

LEMON BAY BREEZES MASTER ASSOCIATION	
9-1-2010	
REVISED:	
F.B. 309 PG: 01	PROJECT No: E-0864

LANDMARK LAND CONSULTANTS	
"A Crest Engineering Company"	
Engineers Building Designers Surveyors • Planners Environmental Consultants EB 7039/LB 6655 Hightstown, N.J. (609)448-5550 • Toms River, N.J. (732)244-0888	CERT. NO. 06007039 AUDIT NO. 0305-102501 EXPIR. FEB 28, 2008 4526 N. ACCESS ROAD ENGLEWOOD, FL 34224 (941)475-5651 FAX (941)475-2998



LINE TABLE (PLAT)

LINE	BEARING	DISTANCE
L1	N06°16'17"W	19.00'
L2	N75°32'28"E	12.47'
L3	N19°39'14"W	29.72'
L4	S63°56'31"W	5.60'
L5	N61°00'50"E	13.40'(C)
L6	N61°00'50"E	13.40'(C)
L7	N08°14'25"W	70.12'
L8	N07°11'31"W	67.29'
L9	N05°12'11"W	66.95'
L10	N00°38'05"E	56.68'
L11	N00°19'25"E	93.81'
L12	N04°44'32"W	61.80'
L13	N04°12'15"W	71.12'
L14	N27°09'07"W	44.19'

LEASE BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L14	N08°09'59"W	4.34'
L15	N08°09'59"W	25.82'
L16	N85°19'59"E	12.46'
L17	N77°23'10"W	16.16'
L18	N08°06'42"W	8.45'
L19	S77°23'10"E	19.08'
L20	N87°10'55"E	15.67'
L21	S84°50'29"W	28.06'



9-17-10
 GREGORY F. WEYERS, PSM
 INDIVIDUAL FLORIDA CERT.: LS3361
 BUSINESS AUTHORIZATION NO.: LB6655

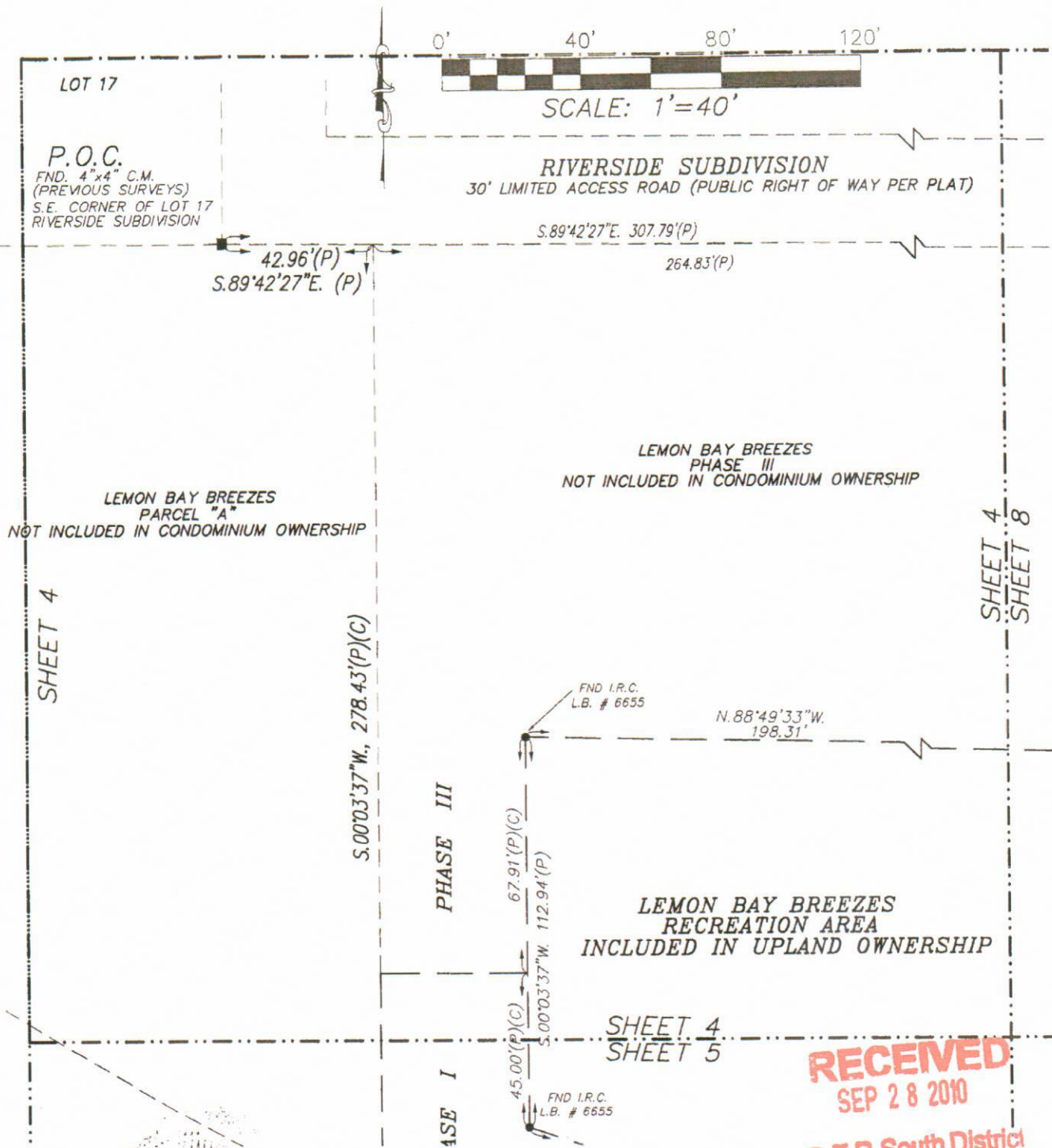
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SHEET 3 OF 11
 SHEET NUMBER INDEX

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SHEET 4 OF 11
PORTION OF UPLAND OWNERSHIP

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SHEET 4
SHEET 5

PHASE I

FND I.R.C.
L.B. # 6655

LEMON BAY BREEZES
PHASE I
INCLUDED IN UPLAND OWNERSHIP

C.B. S. 74°56'22"E 325.29'
DELTA = 20°55'09"
RAD = 895.92'
A = 327.11'

LINE TABLE (PLAT)

LINE	BEARING	DISTANCE
L1	N06°16'17"W	19.00'
L2	N75°32'28"E	12.47'
L3	N19°39'14"W	29.72'
L4	S63°56'31"W	5.80'
L5	N61°00'50"E	13.40'(C)
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L6	N09°14'25"W	70.12'
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L9	N00°38'05"E	56.68'
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L11	N04°44'32"W	61.80'
L12	N04°12'15"W	71.12'
L13	N27°09'07"W	44.19'

GROVE CITY LAND CO SUBDIVISION
NOT INCLUDED IN CONDOMINIUM OWNERSHIP

LEASE BOUNDARY LINE TABLE

L14	N08°09'59"W	4.34'
L15	N08°09'59"W	25.82'
L16	N85°19'59"E	12.46'
L17	N77°23'10"W	16.16'
L18	N06°06'42"W	8.45'
L19	S77°23'10"E	19.08'
L20	N87°10'55"E	15.67'
L21	S84°50'29"W	28.06'



SCALE: 1"=40'

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SHEET 5 OF 11
PORTION OF UPLAND OWNERSHIP

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SHEET 7
SHEET 6

SHEET 7
SHEET 6

**S.R. 776 RIGHT OF WAY SECTION 01060-2511
A.K.A. McCALL ROAD**

COTTRELL CREEK BRIDGE



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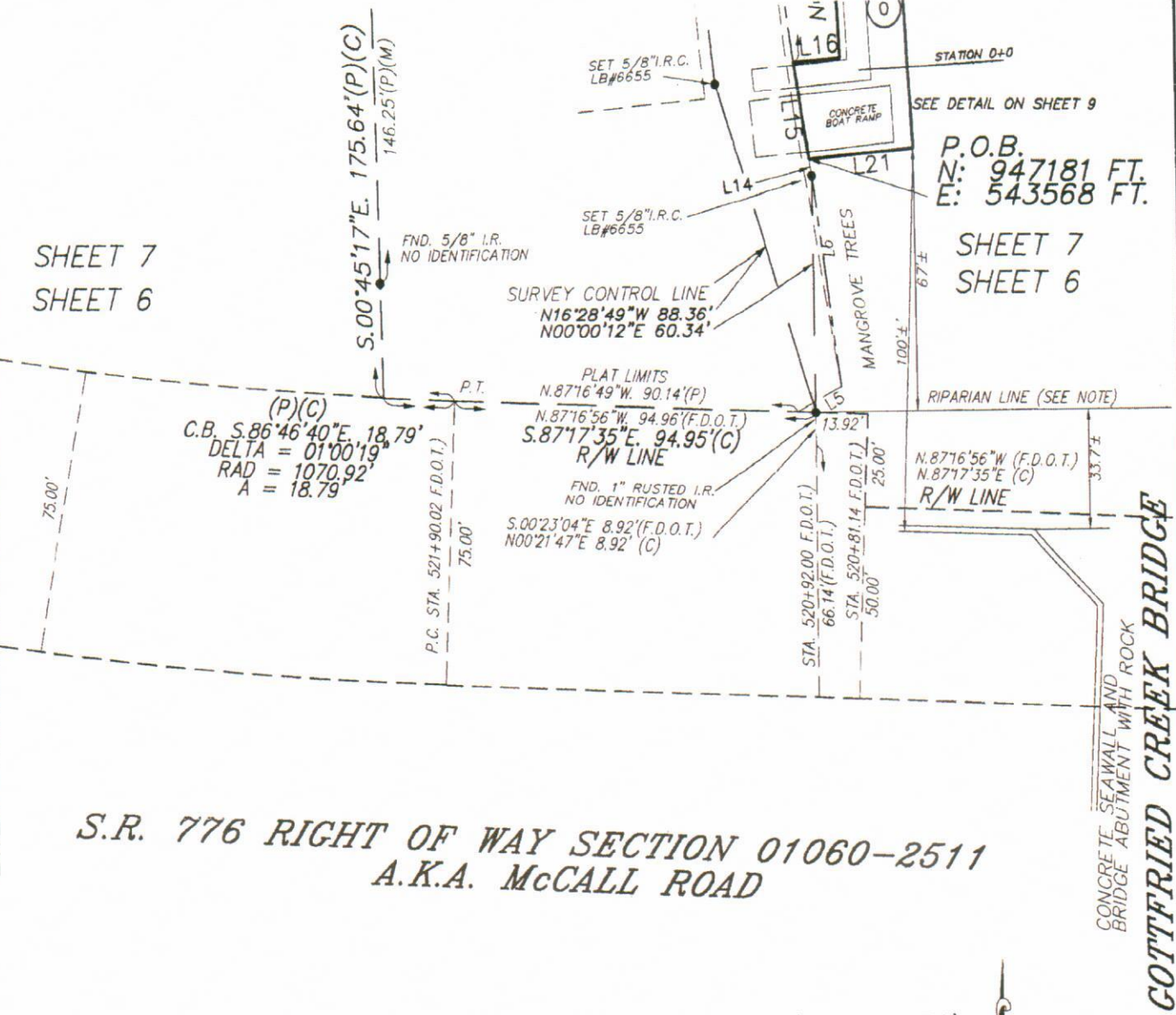
SHEET 6 OF 11
SOUTH SIDE OF UPLAND OWNERSHIP

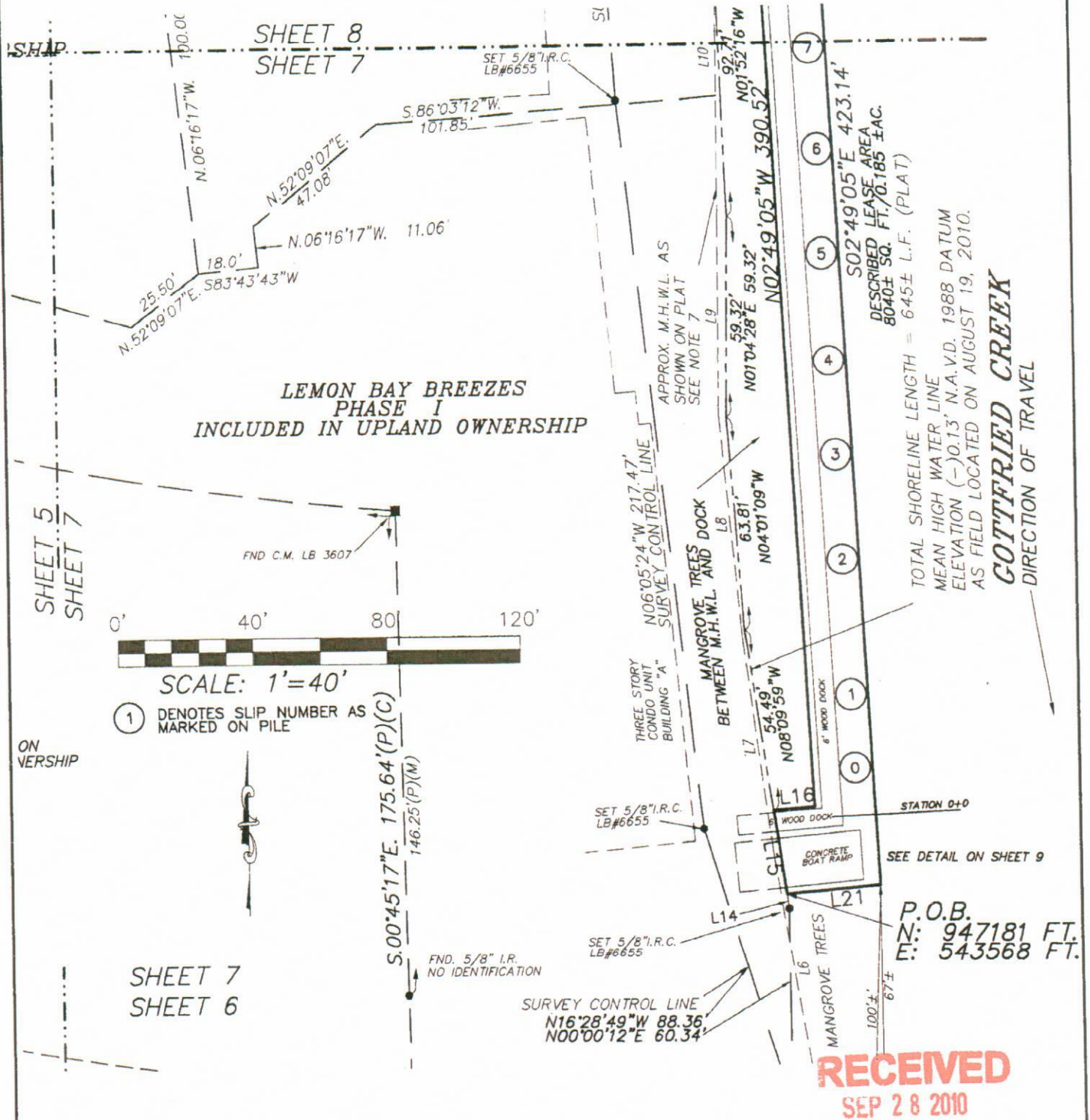
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SHEET 7 OF 11 D.E.P. South District
PORTION OF LEASE AREA

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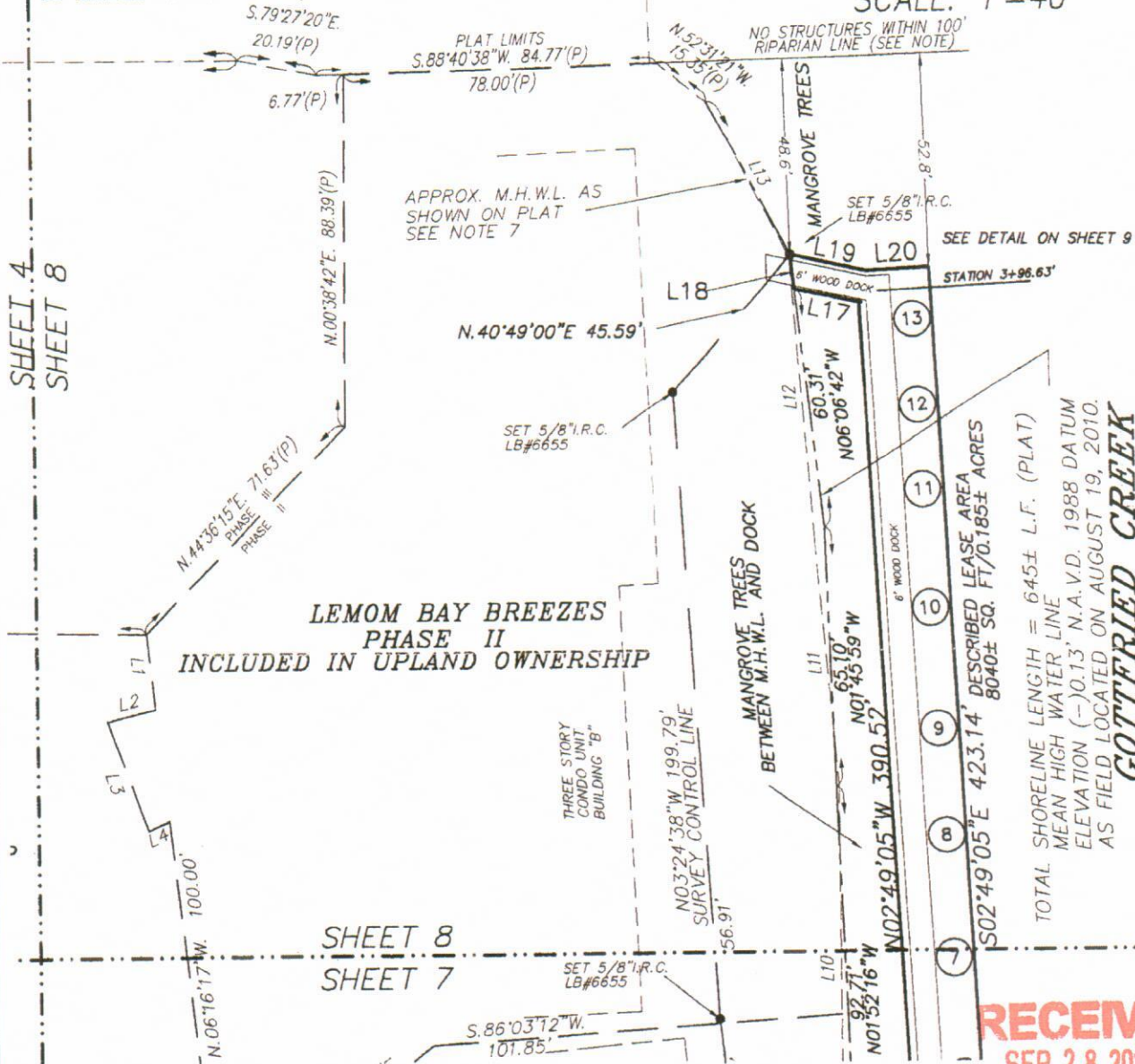
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FAX (941)475-2998

① DENOTES SLIP NUMBER AS MARKED ON PILE



SCALE: 1"=40'

30' LIMITED ACCESS ROAD (PUBLIC RIGHT OF WAY PER PLAT)



LEMOM BAY BREEZES
PHASE II
INCLUDED IN UPLAND OWNERSHIP

TOTAL SHORELINE LENGTH = 645± L.F. (PLAT)
MEAN HIGH WATER LINE
ELEVATION (-) 0.13' N.A.V.D. 1988 DATUM
AS FIELD LOCATED ON AUGUST 19, 2010.

DIRECTION OF TRAVEL

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SHEET 8 OF 11
PORTION OF LEASE AREA AND
NORTH SIDE OF UPLAND OWNERSHIP

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LEMOM BAY BREEZES MASTER ASSOCIATION

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STATION LOCATION DESCRIPTION
(STATION DISTANCES ARE APPROXIMATE FOR ITEM IDENTIFICATION PURPOSES)

0+00		CENTER-CENTER OF 6' WOOD DOCKS
0+03	EAST	PILE WITH NUMBER SLIP NUMBER "0"
	EAST	SIGN "NO WAKE ZONE"
0+08	WEST	FISH CLEANING TABLE (SEE DETAIL SHEET 9)
0+12	WEST	HOSE BIBB
0+32	EAST	PILE WITH SLIP NUMBER "1"
0+42	EAST	LIGHT AND ELECTRIC RECEPTICLE
0+52	WEST	HOSE-BIBB
0+62	EAST	PILE WITH SLIP NUMBER "2"
0+92	EAST	PILE WITH SLIP NUMBER "3"
	EAST	LIGHT AND ELECTRIC RECEPTICLE
	WEST	10' LONG BENCH (END AT 1+02)
1+12	WEST	HOSE BIBB
	EAST	SIGN "NO UNAUTHORIZED LAUNCHING OR DOCKING"
1+22	EAST	PILE WITH SLIP NUMBER "4"
1+42	EAST	LIGHT AND ELECTRIC RECEPTICLE
1+52	EAST	PILE WITH SLIP NUMBER "5"
1+72	WEST	HOSE BIBB
1+82	EAST	PILE WITH SLIP NUMBER "6"
1+92	WEST	LIFE SAVING THROW RING
	EAST	LIGHT AND ELECTRIC RECEPTICLE
2+02	EAST	SIGN "NO WAKE"
	WEST	10' LONG BENCH (END AT 2+12)
2+12	EAST	PILE WITH SLIP NUMBER "7"
	WEST	HOSE BIBB
2+42	EAST	PILE WITH SLIP NUMBER "8"
2+72	EAST	PILE WITH SLIP NUMBER "9"
2+82	WEST	HOSE BIBB
2+92	EAST	LIGHT AND ELECTRIC RECEPTICLE
	EAST	SIGN "NO UNAUTHORIZED LAUNCHING OR DOCKING"
3+01	EAST	PILE WITH SLIP NUMBER "10"
	WEST	10' LONG BENCH (END AT 3+11)
3+21	WEST	HOSE BIBB
3+31	EAST	PILE WITH SLIP NUMBER "11"
3+41	EAST	LIGHT AND ELECTRIC RECEPTICLE
	WEST	HOSE BIBB
3+61	EAST	PILE WITH SLIP NUMBER "12"
3+71	WEST	HOSE BIBB
3+81	EAST	PILE WITH SLIP NUMBER "13"
3+91	WEST	HOSE BIBB
	WEST	FISH CLEANING TABLE (SEE DETAIL SHEET 9)
3+96.6		CENTER-CENTER OF 6' WOOD DOCKS
4+00	EAST	LIGHT, ELECTRIC RECEPTICLE AND SIGN "NO WAKE"
	WEST	SIGN "WATCH FOR MANATEES, OPERATE WITH CARE"

SEE DETAIL SHEET 9 FOR FISH CLEANING TABLES AND DOCK DETAILS

BOAT SLIP DIMENSIONS

(SLIP LENGTHS ARE BASED ON PILE MARKINGS)
SLIP NUMBER LENGTH X WIDTH

0	32'X10'	TEMPORARY MOORING FOR BOAT RAMP
1-12	30'X10'	
13	40'X10'	

Gregory F. Weyers 9-17-10
GREGORY F. WEYERS, PSM
INDIVIDUAL FLORIDA CERT.: LS3361
BUSINESS AUTHORIZATION NO.: LB6655

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SHEET 10 OF 11
LOCATION STATIONS AND MOORING SLIP DATA

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SURVEYOR'S NOTES:

- 1) THIS SURVEY REPRESENTS AN AS-BUILT/RECORD SURVEY FOR A SUBMERGED LAND LEASE AND PERMITTING AND IS BASED ON A FIELD SURVEY COMPLETED ON AUGUST 30, 2010. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2) THE MEAN HIGH WATER ELEVATION AS SHOWN IS BASED CHARLOTTE COUNTY BENCH MARK, NAIL IN POLE AT AQUA VIEW AND POINT OF PINES ROAD. ELEVATION = 7.39' N.G.V.D. 1929, REDUCED TO ELEVATION 6.25' N.A.V.D. 1988 USING U.S. ARMY CORPS OF ENGINEERS CONVERSION PROGRAM "CORPSCON v6.0.1".
THE MEAN HIGH WATER LINE ELEVATION WAS APPROVED BY SEPARATE SURVEY BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING AS RECORDED IN THE BUREAU OF SURVEY AND MAPPING PUBLIC REPOSITORY AS MEAN HIGH WATER LINE SURVEY FILE NUMBER (TO BE DETERMINED), DATED (TO BE DETERMINED) WHICH HAS BEEN LOCATED IN ACCORDANCE WITH PROCEDURES SPECIFIED IN THE "COASTAL MAPPING ACT OF 1974, CHAPTER 177, PART II OF FLORIDA STATUTES.
- 3) THIS SURVEY AND DESCRIPTION IS A MODIFICATION OF DEPARTMENT OF ENVIRONMENTAL PROTECTION SOVEREIGN SUBMERGED LAND LEASE PERMIT NUMBER 080540915.
- 4) THE RIPARIAN LINES, AS SHOWN, REPRESENT THE GENERALLY ACCEPTED METHODOLOGY FOR DETERMINING SUCH BOUNDARIES, HOWEVER, A BINDING DETERMINATION OF RIPARIAN BOUNDARIES CAN ONLY BE MADE BY AGREEMENTS OF THE AFFECTED PARTIES OR BY A FINAL COURT DECISION OF COMPETENT JURISDICTION. RIPARIAN LINES FOR DOCKING ARE LIMITED BY THE LINE OF DEEP WATER (LINE OF NAVIGABILITY, OR LINE OF NAVIGATION). THE RIPARIAN LINES SHOWN ON THE FOLLOWING SHEETS MAY EXTEND PAST THESE LIMITS AND ARE FOR SETBACK AND DIMENSIONAL PURPOSES ONLY.
- 5) STATE PLANE COORDINATES FOR THE POINT OF BEGINNING ARE STATE PLANE, FLORIDA WEST ZONE NORTH AMERICAN DATUM (N.A.D.) 1983 AND CONVERTED FROM LATITUDE AND LONGITUDE OBTAINED FROM THE CHARLOTTE COUNTY GIS WEB SITE USING U.S. ARMY CORPS OF ENGINEERS CONVERSION PROGRAM "CORPSCON v6.0.1".
- 6) BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTHWESTERLY BOUNDARY LINE OF LEMON BAY BREEZES CONDOMINIUMS AS SOUTH 89°42'27"EAST PER RECORD PLAT.
- 7) APPLICANTS UPLAND BOUNDARIES EXTEND TO THE MEAN HIGH WATER LINE. THE "APPROXIMATE MEAN HIGH WATER LINE" AS SHOWN ON THE RECORD PLAT IS DEPICTED ON THIS SURVEY FOR SURVEY DATA INFORMATION PURPOSES ONLY.

CERTIFIED TO: BOARD OF TRUSTEES OF THE INTERNAL IMPROVMENT TRUST FUND OF THE STATE OF FLORIDA (TIIF).

LEMON BAY BREEZES MASTER ASSOCIATION AND CONDOMINIUM ASSOCIATION,

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SHEET 1 OF 11:	SURVEYORS NOTES.
SHEET 2 OF 11:	APPLICANTS UPLAND BOUNDARY AND LEASE DESCRIPTIONS.
SHEET 3 OF 11:	SHEET NUMBER INDEX
SHEET 4 OF 11:	MATCH SHEET
SHEET 5 OF 11:	MATCH SHEET
SHEET 7 OF 11:	MATCH SHEET
SHEET 8 OF 11:	MATCH SHEET
SHEET 9 OF 11:	DETAIL "A" AND "B".
SHEET 10 OF 11:	STATION LOCATIONS FOR SIGNAGE, SLIPS, LIGHTS, ETC. AND SLIP SIZES
SHEET 11 OF 11:	LOCATION MAP.

SHEET 1 OF 11
SURVEYORS NOTES & SHEET NUMBER INDEX

9-17-10
GREGORY F. WEYERS, PSM
INDIVIDUAL FLORIDA CERT.: LS3361
BUSINESS AUTHORIZATION NO.: LB6655

NOTES AND ABBREVIATIONS: P = PLAT; C = CALCULATED; FT = FEET D = DEED OR DESCRIPTION; M = MEASURED; O.A. = OVERALL; C.A. = CENTRAL ANGLE; R = RADIUS; A = ARC; P.C. = POINT OF CURVE; P.R.C. = POINT OF REVERSE CURVE; P.C.C. = POINT OF COMPOUND CURVE; P.T. = POINT OF TANGENCY; P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; P.M. = PERMANENT REFERENCE MARKER; P.C.P. = PERMANENT CONTROL POINT; T.M. = FOUND; I.R.C. = IRON ROD WITH PLASTIC CAP; I.R. = IRON ROD; I.P. = IRON PIPE; REF. COR. = REFERENCE CORNER SET ON OFFSET TO PROPERTY CORNER; N. & D. = NAIL AND DISC; P.K. = PARKER-KALON BRAND NAIL; L.B. = LAND SURVEYING BUSINESS; R.L.S. OR P.L.S. = REGISTERED OR PROFESSIONAL LAND SURVEYOR; B.M. = BENCH MARK; T.B.M. = TEMPORARY BENCH MARK; F.F. = FINISH FLOOR; EL. OR ELEV. = ELEVATION; N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM OF 1929; +10.0 or 10.0 = SPOT ELEVATION; NLY = NORTHERLY; SLY = SOUTHERLY; ELY = EASTERLY; WLY = WESTERLY; SW = SOUTHWEST; SE = SOUTHEAST; NW = NORTHWEST; NE = NORTHEAST; N/W = RIGHT-OF-WAY; C.B. = CONCRETE BLOCK; PID = PARCEL IDENTIFICATION; O.R. = OFFICIAL RECORDS; PG = PAGE; ELEC. = ELECTRIC CONCRETE; C.M. = CONCRETE MONUMENT; INST. = INSTRUMENT; SURVEY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD NOT FURNISHED TO SIGNING SURVEYOR OR PART OF RECORD PLAT; SURVEY NOT CERTIFIED TO IMPROVEMENTS OR ENCROACHMENTS THAT ARE UNDERGROUND OR NOT VISIBLE, UNLESS SHOWN.

LEMON BAY BREEZES MASTER ASSOCIATION

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