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Documentary Tax Pd. \$ 70
Intangible Tax Pd.
By CHARLIE GREEN, CLERK, LEE COUNTY
Doputy Clerk

3271108

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: KAY TAMMER, D.C.

This instrument prepared by:
Karen Lee Garrison
Bureau of Submerged Lands and Preserves
3900 Commonwealth Boulevard
Mail Station 125
Tallahassee, Florida 32399

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 9TH day of SEPTEMBER, 19 92, by Pelican Landing Community Association, Inc., a Florida not-for-profit Corporation at 9200 Bonita Beach Rd. SE, Suite 101, Bonita Springs, FL 33923 ("Grantor") to the State of Florida, Board of Trustees of the Internal Improvement Trust Fund ("Grantee").

WITNESSETH:

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

WHEREAS, the Grantor desires to construct a one-slip beach shuttle landing dock in conjunction with a shuttle boat service which will preempt sovereignty submerged lands riparian to the Property and construction of said facility is contingent upon consent by the Grantee; and

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

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

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

1. It is the purpose of the conservation easement to ensure that no structures for water dependent activities shall be constructed, placed or maintained on the Property or the adjacent submerged lands other than as depicted

→ RETURN TO:

VIVIAN N. HASTINGS, ESQ.
WESTINGHOUSE COMMUNITIES OF NAPLES, INC.
801 Laurel Oak Drive, Suite 500
Naples, FL 33963

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in Exhibit B. The term "water dependent activities" shall mean those activities which can only be constructed on, in, over, or adjacent to water areas because the activity requires direct access to the water body or sovereignty lands for transportation, recreation, energy production or transmission, or source of water, and where the use of the water or sovereignty lands is an integral part of the activity. To carry out this purpose the following rights are conveyed to Grantee by this easement:

(a) To enter upon the Property at reasonable times to enforce the rights herein granted upon prior notice to Grantor, its heirs, successors or assigns at the time of such entry; and

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

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

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

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

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

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

7. Grantor intends that enforcement of the terms and provisions of the conservation easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

8. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

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

10. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

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

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

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

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

IN WITNESS WHEREOF Grantor has executed this Instrument on the day and year first above written.

Signed, Sealed and Delivered in our presence as witnesses:

Laurel Y. Sitterly
Original Signature

LAUREL Y. SITTERLY
Typed/Printed Name of Witness

Vivien N. Hastings
Original Signature

VIVIEN N. HASTINGS
Typed/Printed Name of Witness

Pelican Landing Community Association, Inc., a Florida Corporation
GRANTOR not-for-profit

[Signature]
Original Signature of Executing Authority

Jerry H. Schmoyer
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

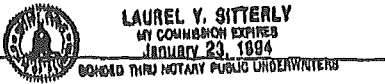
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STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of SEPTEMBER, 1992, by Jerry H. Schmoyer, the President of Pelican Landing Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____, as identification and did (did not) take an oath.

My Commission Expires:



Laurel Y. Sitterly
Notary Public, State of FLORIDA

Commission/Serial No. AA735446

LAUREL Y. SITTERLY
Printed, Typed or Stamped Name

JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND SURVEYORS

2156 JOHNSON STREET
TELEPHONE (813) 334-0048
TELECOPIER (813) 334-3861
POST OFFICE BOX 1830
FORT MYERS, FLORIDA
33902-1830

September 16, 1992

CARLE E. JOHNSON
1911-1988

REVISED DESCRIPTION
CONSERVATION EASEMENT

SECTION 13 & 24, T. 47 S., R. 24 E.
BIG HICKORY ISLAND, LEE COUNTY, FLORIDA

A conservation easement (10 feet wide) lying in Government Lot 3, Section 13 and Government Lot 2, Section 24, Township 47 South, Range 24 East, Big Hickory Island, Lee County, Florida which easement is described as follows:

From the center of a turn-around on State Road No. 865 (Bonita Beach Road) being SRD Station 19184.75; thence run N 24° 28' 41" W along the northerly prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run S 62° 26' 49" W for 98.40 feet; thence run N 27° 33' 11" W for 1863.42 feet; thence run N 20° 00' 41" W for 1403.30 feet; thence run N 65° 00' 00" E for 472.30 feet to an intersection with the former Coastal Construction Control Line; thence run N 17° 04' 59" W along said control line for 72.00 feet to a Point designated "A"; thence continue N 17° 04' 59" W along said control line for 823.40 feet; thence run N 30° 30' 32" W along said control line for 190.00 feet; thence run N 59° 29' 28" E for 60 feet, more or less to the intersection with the Mean High Water Line of New Pass to the Point of Beginning.

From said Point of Beginning run southerly, easterly, southerly, southwesterly and southerly along the seaward side of a conservation easement (10 feet wide) lying landward of the Mean High Water Line for 2790 feet, more or less, to an intersection with a line bearing N 65° 00' 00" E and passing through Point designated "A" and the end of the herein described easement.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

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CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER
STEPHEN W. ADAMS

CONSULTANT
LESTER L. BULSON

WBP/kc
18415

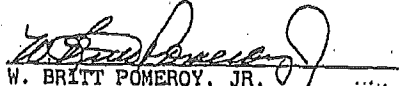

W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

EXHIBIT A
Page 1 of 2 Pages
SSLL No. 361857565

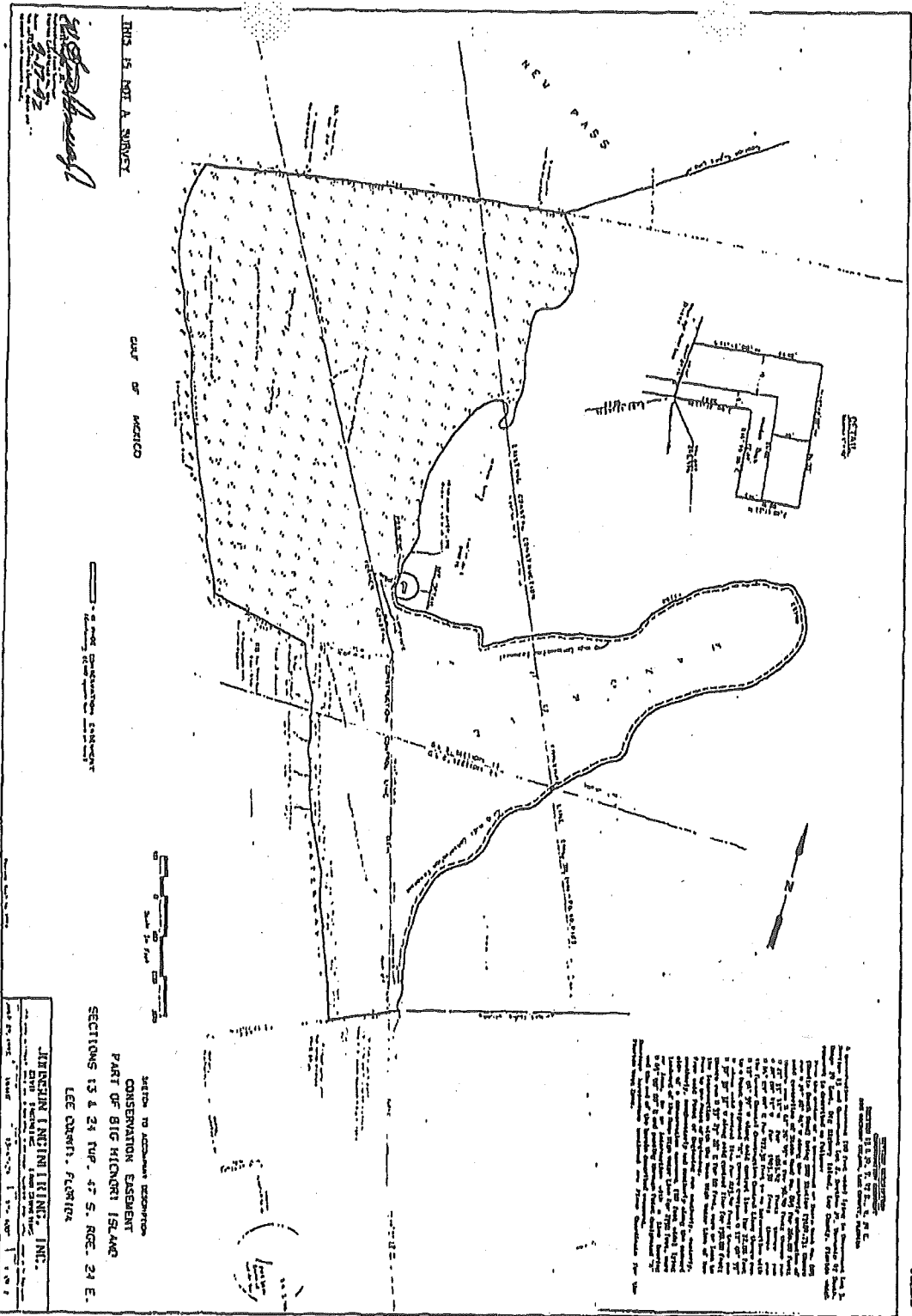


EXHIBIT A
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WESTINGHOUSE COMMUNITIES OF NAPLES, INC.
801 Laurel Oak Drive, Suite 500
Naples, FL 33963

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DESCRIPTION
SUBMERGED LAND LEASE
SECTION 13, T. 47 S., R. 24 E.
BIG HICKORY ISLAND, LEE COUNTY, FLORIDA

A tract or parcel of land for submerged land lease lying in Government Lot 3, Section 13, Township 47 South, Range 24 East, Big Hickory Island, Lee County, Florida which tract or parcel is described as follows:

From the center of a turn-around on State Road No. 865 (Bonita Beach Road) being SRD Station 19184.75; thence run N 24° 28' 41" W along the northerly prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run S 62° 26' 49" W 98.40 feet; thence run N 27° 33' 11" W for 1863.42 feet; thence run N 20° 00' 41" W for 1403.30 feet; thence run N 65° 00' 00" E for 472.30 feet to an intersection with the former Coastal Construction Control Line; thence run N 17° 04' 59" W along said control line for 895.40 feet; thence run N 30° 30' 32" W along said control line for 178.00 feet; thence run N 59° 29' 28" E for 52.00 feet to the Point of Beginning.

From said Point of Beginning run N 77° 15' 00" E for 20.00 feet; thence run S 12° 45' 00" E for 22.00 feet; thence run N 77° 15' 00" E for 16.00 feet; thence run N 12° 45' 00" W for 36.00 feet; thence run S 77° 15' 00" W for 34.00 feet to the Mean High Water Line of New Pass; thence run S 04° 37' 12" E along said Mean High Water Line for 14.14 feet to the Point of Beginning.

Containing 842 square feet, more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

W. Brett Pomeroy, Jr.
W. BRETT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

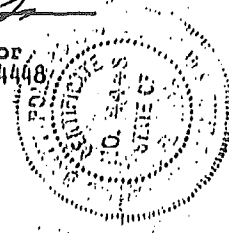


EXHIBIT B
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SSLL No. 361857565

WESTINGHOUSE COMMUNITIES OF NAPLES, INC.
801 Laurel Oak Drive, Suite 500
Naples, FL 33963

JOHNSON ENGINEERING, INC. CIVIL ENGINEERS - LAND SURVEYORS				
5155 JOHNSON STREET, POST OFFICE BOX 1080, FORT MYERS, FLORIDA, 33902-1080, (813) 931-0010				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
July 27, 1992	18415	13-47-24	N/A	2 of 3

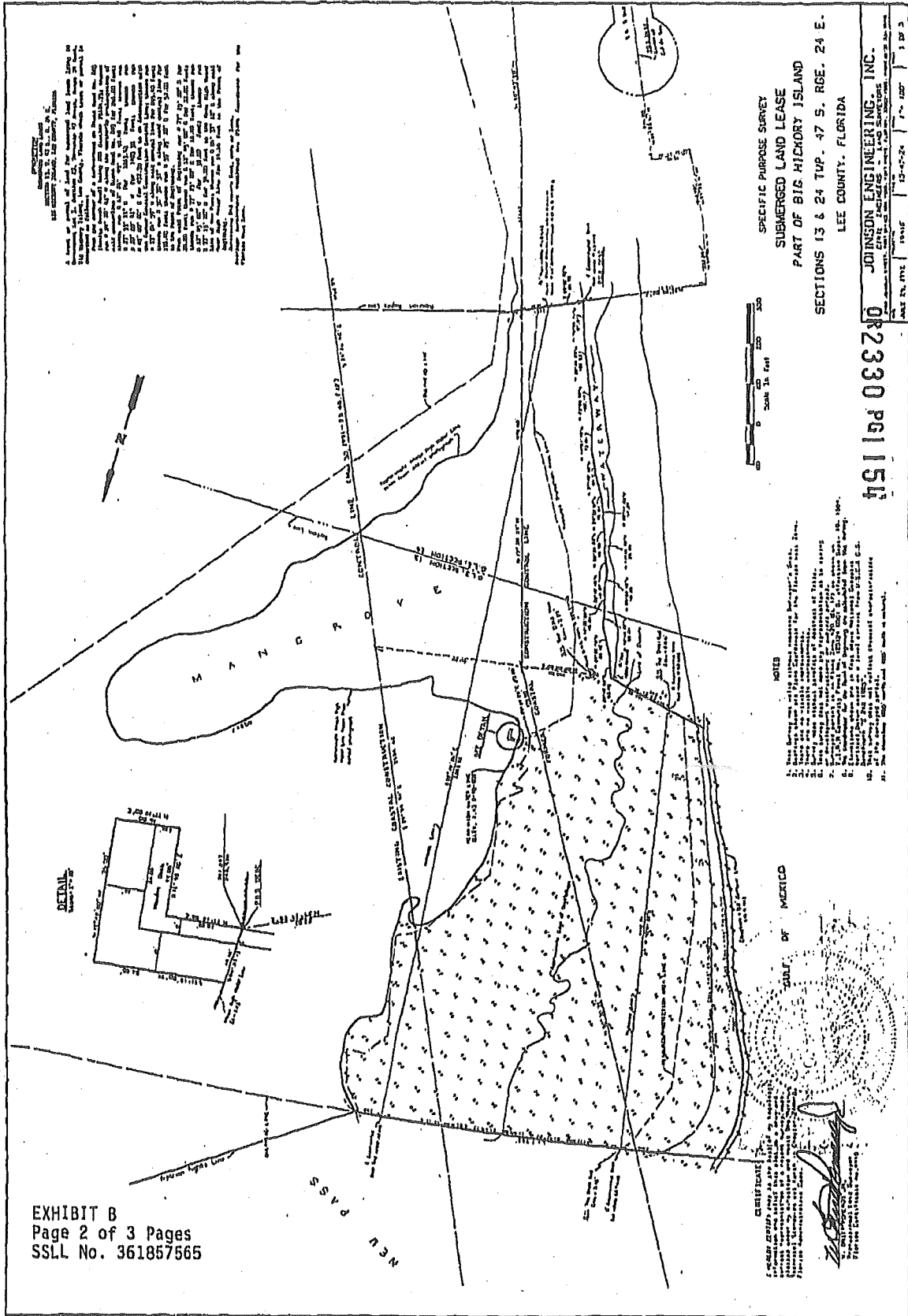


EXHIBIT B
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 SSSL No. 361857565

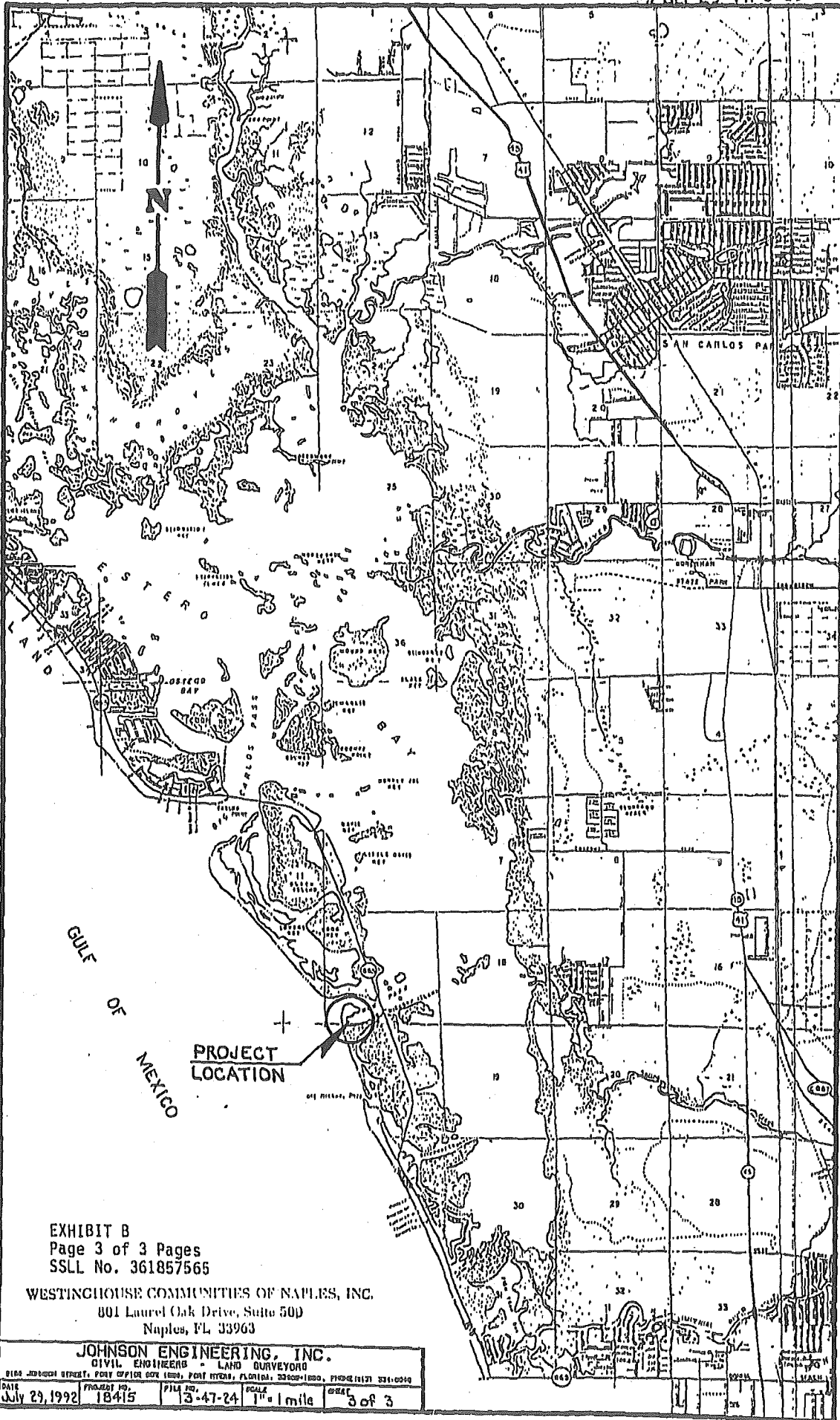
SPECIFIC PURPOSE SURVEY
 SUBMERGED LAND LEASE
 PART OF BIG HICKORY ISLAND
 SECTIONS 13 & 24 T1P. 47 S. RGE. 24 E.
 LEE COUNTY, FLORIDA

JOHNSON ENGINEERING, INC.
 1500 S.W. 15th Ave., Suite 100
 Ft. Lauderdale, Florida 33304
 12-27-76 7' x 10" 1 OF 3

- NOTED
1. This survey was prepared in accordance with the Florida Statutes, Chapter 349, and the Florida Board of Professional Engineers, Board of Professional Surveyors, and Board of Professional Land Surveyors.
 2. The survey was conducted on the date indicated on the title block.
 3. The survey was conducted in accordance with the Florida Statutes, Chapter 349, and the Florida Board of Professional Engineers, Board of Professional Surveyors, and Board of Professional Land Surveyors.
 4. The survey was conducted in accordance with the Florida Statutes, Chapter 349, and the Florida Board of Professional Engineers, Board of Professional Surveyors, and Board of Professional Land Surveyors.
 5. The survey was conducted in accordance with the Florida Statutes, Chapter 349, and the Florida Board of Professional Engineers, Board of Professional Surveyors, and Board of Professional Land Surveyors.
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 8. The survey was conducted in accordance with the Florida Statutes, Chapter 349, and the Florida Board of Professional Engineers, Board of Professional Surveyors, and Board of Professional Land Surveyors.
 9. The survey was conducted in accordance with the Florida Statutes, Chapter 349, and the Florida Board of Professional Engineers, Board of Professional Surveyors, and Board of Professional Land Surveyors.
 10. The survey was conducted in accordance with the Florida Statutes, Chapter 349, and the Florida Board of Professional Engineers, Board of Professional Surveyors, and Board of Professional Land Surveyors.

SCALE OF METERS

JOHNSON ENGINEERING, INC.
 1500 S.W. 15th Ave., Suite 100
 Ft. Lauderdale, Florida 33304
 12-27-76 7' x 10" 1 OF 3



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EXHIBIT B
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WESTINGHOUSE COMMUNITIES OF NAPLES, INC.
 801 Laurel Oak Drive, Suite 500
 Naples, FL 33963

JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

2100 JOHNSON STREET, PORT OF SPAIN, PORT KAITUMA, GEORGIA, 30259-1800, PHONE (404) 231-0214

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
July 29, 1992	18415	3-47-24	1" = 1 mile	3 of 3