

4200

This Instrument Prepared By:  
Deborah Trim  
Bureau of Land Management Services  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

4220948

AFTER RECORDING RETURN TO:  
Vivian N. Hastings, Esq.  
WCI Communities L.P.  
24301 Walden Center Dr.  
Bonita Springs, FL 34134

DR2855 PG3548

RENEWAL  
OF  
SOVEREIGNTY SUBMERGED LANDS LEASE

This Renewal of the Sovereignty Submerged Lands Lease is entered into this 27<sup>th</sup> day of June, 1997, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Lessor"), and Pelican Landing Community Association, Inc., a Florida corporation ("Lessee").

WITNESSETH:

WHEREAS, on the 21st day of July, 1992, the Lessor did grant to the Lessee, that certain Sovereignty Submerged Lands Lease No. 361857565, to be effective from July 21, 1992 through July 21, 1997 (the "Lease"); and

WHEREAS, the Lease was recorded on October 23, 1992, in Official Records Book 2336, Page 0179, Public Records of Lee County, Florida; and

WHEREAS, the Lessee has requested that Lessor renew the Lease and Lessor agrees to renew the Lease.

NOW, THEREFORE, the Lessor and Lessee agree as follows:

1. The Lease is hereby renewed from July 21, 1997, the effective date of this lease renewal, to July 21, 2002, the expiration date of this lease renewal.

2. All of the original terms and conditions of the Lease shall remain in full force and effect and binding upon the Lessee throughout the lease renewal period; except for the following:

a. Paragraph 22 of the lease shall be changed to read:

**22. RENEWAL PROVISIONS:** Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment C, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

b. Attachment C, referenced in paragraph 22 above, is attached hereto and incorporated herein as part of this lease.

3. The Lessee, at its own expense, shall record this lease renewal in its entirety in the public records of Lee County within fourteen (14) days after receipt of a fully executed lease by the Lessor and Lessee, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease renewal document in its entirety which contains the Official Records Book and pages at which this lease renewal is recorded.

Executed on the day and year first above written.

RECORD VERIFIED - CHARLIE GREEN, CLERK  
BY: MARY JO ROBINSON, D.C.

WITNESSES:

Kirk Clayton  
Original Signature

Kirk Clayton  
Typed/Printed Name of Witness

Shelly A. Kirby  
Original Signature

Shelly A. Kirby  
Typed/Printed Name of Witness

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

(SEAL)

B Pam Gerard

Pam Gerard, Planning Manager,  
Bureau of Land Management Services, Division of State  
Lands, Agent for the Board of Trustees of the Internal  
Improvement Trust Fund

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6 day of August, 1997, by  
Pam Gerard, Planning Manager, who is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Ray H. Klein  
DEP Attorney

Leigh O'Shields  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Commission/Serial No. \_\_\_\_\_

WITNESSES:

Virginia A. Tusler  
Original Signature

Virginia A. Tusler  
Typed/Printed Name of Witness

Vivien Hastings  
Original Signature

Vivien Hastings  
Typed/Printed Name of Witness

Pelican Landing Community Association, Inc.  
a Florida corporation (SEAL)

Lessee

BY Katherine Green  
Original Signature of Executing Authority

Katherine Green  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21 day of July, 1997, by  
Katherine Green as President of Pelican Landing Community Association, Inc., a Florida corporation, for and on behalf of the  
corporation. She is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires: 4/23/99

Virginia A. Tusler  
Notary Public, State of FLORIDA

VIRGINIA A. TUSLER  
Printed, Typed or Stamped Name



DR2855 PG3549

3300  
60

Tax Folio Number 24 -24-00-00007.0010  
13-47-24-00-00001.0050  
24-47-24-00-00003.0010  
24-47-24-00-00003.0020  
24-47-24-00-00001.0030  
13-47-24-00-00002.0000

3236195

This Instrument Prepared by:  
JAY A. BRETT  
SHEPPARD, BRETT & STEWART, P.A.  
2121 WEST FIRST STREET  
FORT MYERS, FLORIDA 33902

(Wherever used herein the terms "party" shall include heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "notes" shall include all the notes herein described if more than one.

THIS QUIT CLAIM DEED, executed this 19<sup>th</sup> day of June, 1992, by Jay A. Brett, unmarried, individually and as Trustee, whose address is: 2121 West First Street, Fort Myers, Florida 33902 first party, to Pelican Landing Community Association, Inc., a Florida not-for-profit corporation, whose address is 9200 Bonita Beach Road, Suite 101, Bonita Springs, Florida 33923, second party:

WITNESSETH, that the said first party, for and in consideration of the sum of Ten Dollars, in hand paid by the said party of the second party, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim under the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Lee, State of Florida, to-wit:

See Schedule "A," attached hereto and made a part hereof

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Documentary Tax Pd. \$ 60  
Intangible Tax Pd. \_\_\_\_\_  
By Charlie Green CHARLIE GREEN, CLERK / LEE COUNTY  
By W. Tanner Deputy Clerk

801 Laurel Oak Drive, Suite 500  
Naples, FL 33963  
SECOND VERIFIED - CHARLIE GREEN, CLERK  
BY: WY TANNER, D.C.

DR2855 PG355DR 2314 PG2915

DR2855 PG3551

Signed, Sealed and Delivered  
in the Presence of:

Maureen Phillips  
Witness Signature

MAUREEN PHILLIPS

Printed Name

J. A. Brett

Jay A. Brett, Individually and  
as Trustee

Alvilda M. Ayen  
Witness Signature

ALVILDA AYEN

Printed Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 19th  
day of June, 1992 by Jay A. Brett, unmarried, individually and  
as Trustee who is personally known to me and who did (did not)  
take an oath.

Maureen Phillips  
NOTARY PUBLIC

MAUREEN PHILLIPS

Printed Name of Notary

SEAL



OFFICIAL SEAL  
MAUREEN PHILLIPS  
My Commission Expires  
April 12, 1993  
Comm. No. AA 653758

EXHIBIT "A"

From the intersection of the North line of Section 24-47-24 and the centerline of State Road #865, run South 20°24'30" East along the center line of said S.R. #865, for 1976.01 feet to the centerline of proposed 200 feet wide road right-of-way; thence South 67°00'10" West for 200 feet to the Westerly right-of-way line of S.R. 865 and the point of beginning; thence continue South 67°00'10" West 760 Feet; thence North 72°02'30" West 708.42 feet; thence North 32°06'40" West, 1378.61 feet; thence North 9°44'40" West, 185.26 feet; thence North 80°15'20" East, 50 feet; thence South 9°44'40" East, 164.69 feet; thence South 32°06'40" East, 1261.97 feet; thence South 72°02'30" East, 712.65 feet; thence North 67°00'10" East, 722.66 feet to the Westerly right-of-way line of S.R. #865; thence South 20°24'30" East along said right-of-way line 100 feet to the point of beginning.

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## LEGAL DESCRIPTION

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From the center of a turnaround on SR 865, a/k/a the Bonita Beach Road, being SRD Station 19+04.75 according to current alignment on record in SRD R/W book at the Lee County courthouse, run N.24°20'41"W.266 feet on the same course as the road centerline extending southerly of said turnaround; thence S.62°26'49"W. 90.4 feet; thence N.27°33'11"W.1063.42 feet; thence N.20°00'41"W.1603.3 feet; N.65°00'E.66.5 feet to a concrete monument; thence N.20°00'41"W. along a line of monuments a distance of 925 feet to a concrete monument and the P.O.B. From the P.O.B. run S.65°00'W. to the waters of the Gulf of Mexico, on this date being about 30 feet distant. Also from the P.O.B., run N.65°00'E. to the tidal waters of an inlet, passing a concrete monument at 133.5 feet, and meeting the waters of the inlet at a distance of about 140 feet from the P.O.B. on this date the land conveyed is the peninsula lying northerly of the last described line, and being further delineated by the following described meander line: FROM the P.O.B. run N.19°43'E. 998.50; N. 74°37'E. 414.84 feet; S.57°32' E. 130.38 feet; S.66°48'W. 410.86 feet; S.31°41'W.475.94 feet; S.14°26"W. 365.10 feet to the concrete monument mentioned above; thence along a line marking the southerly boundary of this tract S.65°00'W. 133.5 feet to the Point of Beginning. With full riparian rights, including any changes from avulsion, erosion, or accretion. BEING Lots 11 thru 23 inclusive, and the northerly 75 feet of Lot 10 of an unrecorded plat of Big Hickory Island, lying in G.L. 2, Section 24, Township 47S. Range 24 East, Lee County, Florida.

OR2855 PG3551

Commence at Station 19 plus 84.75 of State Road 9-865, which point is the center of a circular turnaround at the Northern end of Bonita Beach Road, also known as the Big Hickory Road 9-865; thence along an extension of the center line of said State Road 9-865, North  $24^{\circ}28'41''$  West 266 feet more or less to a survey point; thence South  $61^{\circ}26'49''$  West 98.4 feet; thence North  $27^{\circ}33'11''$  West 1861.42 feet to a mangrove post; thence North  $20^{\circ}0'41''$  West a distance of 1603.3 feet to a point which is the point of beginning of the lands herein described; thence run North  $65^{\circ}$  East to the waters of the bay; thence run Southerly along the meander line of the bay 200 feet to a point of intersection with a line parallel to the last described line and separated therefrom by a perpendicular distance of 200 feet; thence along said parallel line to the waters of the Gulf of Mexico; thence Northerly and Westerly along the waters of the Gulf of Mexico 200 feet more or less to a point of intersection with a Southerly and Westerly prolongation of the Northwesterly boundary line described above; thence along said line 30 feet more or less to the point of beginning (being the same property described in those deeds contained in Deed Book 126 at pages 233 and 235 of the Public Records of Lee County, Florida, the phraseology of the description having been changed for clarity and exactness). Being in Government Lot 2, Section 24, Township 47 South, Range 24 East, Lee County, Florida, SUBJECT to taxes for the year 1968, easements, reservations and restrictions of record.

OR2855 PG3555

Commencing at SRD Station 19 plus 84.75, which point is the center of a turnaround at the Northern end of the Donita Beach Road, known also as Hickory Boulevard and State Road 8-865; thence along an extension of the centerline of said SR 8-865, North 24° 20' 41" West 266 feet more or less to a survey point; thence South 62° 26' 49" West 98.4 feet; thence North 27° 33' 11" West 1863.42 feet to a mangrove post; thence North 20° 00' 41" West 2201.3 feet; thence North 65° East 200 feet to the West right-of-way line of a proposed road and the point of beginning of this tract; thence North 20° 00' 41" West 100 feet along the right-of-way line of said proposed road; thence South 65° West 240 feet more or less to the water of the Gulf of Mexico; thence southeasterly along the shore of the Gulf of Mexico 100 feet more or less to a point which is South 65° West of the point of beginning; thence North 65° East 40 feet more or less to the point of beginning. 8A1' tract being in Government Lot 2, Section 24, Township 47 South, Range 24 East, Lee County, Florida.

SUBJECT TO TAXES for the year 1968, easements, reservations and restrictions of record.



That portion of Big Hickory Island lying in Government Lot 3, Section 13, Township 47 South, Range 24 East, and in Government Lot 2, Section 24, Township 47 South, Range 24 East, Lee County, Florida, as follows: Commencing at the location shown for an iron pin located at the high water mark at the Northernmost end of Big Hickory Island on a survey dated March 28, 1968 and revised April 22, 1968 by Amey, Inc. Engineering under their #3855, as a point of beginning; South 25° East for a distance of 1100 feet to a point, erect perpendiculars at both points, the land herein conveyed being that lying between these perpendiculars and bounded on the Westerly side by the waters of the Gulf of Mexico, on the Northerly side by the waters of New Pass and on the Easterly side by the waters of a shallow bay or bayou; LESS AND EXCEPT: That portion of land heretofore conveyed by Deed recorded in Official Record Book 24 at Page 466, Public Records of Lee County, Florida, and land heretofore conveyed by Deed recorded in Official Record Book 96 at Page 411, Public Records of Lee County, Florida.

OR2855 PG3556

CHARLIE GREEN LEE CTY, FL  
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