

2018  
91-50-1P  
2000-cw  
1CC

This instrument prepared by and return to:  
Tamela Endy Wiseman, Esquire  
DeBoest, Knudsen, Stockman & Wiseman, P.A.  
5121 Castello Drive, Suite 1  
Naples, Florida 34103

4227114

OR2859 PG2875

RECORD VERIFIED CHARLIE BREEK, CLERK  
R. VEPA

**FIFTY-SEVENTH SUPPLEMENT TO THE  
DECLARATION AND GENERAL PROTECTIVE COVENANTS  
FOR  
PELICAN LANDING**

**THIS SUPPLEMENT** is made this 15th day of August, 1997 by **WCI COMMUNITIES LIMITED PARTNERSHIP**, a Delaware Limited Partnership as Successor to Pelican Landing Communities, Inc. formerly known as Westinghouse Bayside Communities, Inc., a Florida Corporation which was Declarant of that particular **AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING** and is hereinafter referred to as **DECLARANT**, joined by **PELICAN LANDING COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit, hereinafter referred to as **ASSOCIATION** and existing owners of **COMMERCIAL PROPERTY** and **HOTEL/CONFERENCE CENTER PROPERTY** as such terms are defined herein, which owners are hereinafter referred to as **JOINED OWNERS**.

**WITNESSETH:**

**WHEREAS, DECLARANT** has recorded the Amended and Restated Declaration and General Protective Covenants for Pelican Landing, hereinafter referred to as **DECLARATION** at Official Records Book 2198, Pages 1873 through 2026, inclusive of the Public Records of Lee County, Florida, as amended, which **DECLARATION** subjects certain real property, hereinafter referred to as **PROPERTIES**, to its terms; and

**WHEREAS, portions of PROPERTIES** have or may be developed as **COMMERCIAL PROPERTY** and **HOTEL/CONFERENCE CENTER PROPERTY**, as such terms are defined in **DECLARATION**, which properties are legally described in Exhibit "A" attached hereto and made a part hereof, and which properties (along with **RECREATIONAL PROPERTY** and **MARINA PROPERTY**) are included in the definition of **BUSINESS PROPERTIES** as such term is defined in **DECLARATION**; and

**WHEREAS, DECLARATION** provides in Article II, Section 1 thereof that if any portions of **PROPERTIES** are developed as **BUSINESS PROPERTIES**, the rights and obligations of the Owners thereof as well as any additional restrictions, conditions and covenants running with **BUSINESS PROPERTIES** may be set forth in a Supplemental Declaration executed by **DECLARANT**; and

**WHEREAS, DECLARANT** has caused **ASSOCIATION** to be formed, which has been delegated and assigned certain powers and duties with regard to **PROPERTIES** and which holds title to certain property referred to in said **DECLARATION** as **GENERAL COMMON AREAS**, which areas include a beach park, which park is legally described in Exhibit "B" attached hereto and made a part hereof; and

**WHEREAS, DECLARATION**, by virtue of Article II, Section 2 thereof, does not grant owners of **BUSINESS PROPERTIES** any easement rights of use, access or enjoyment in **GENERAL COMMON AREAS**; and

**WHEREAS, DECLARATION** provides in Article I, Section 16 thereof that **DECLARANT** shall have the right to provide in a Supplemental Declaration which portions of **GENERAL COMMON AREAS**, if any, shall be available for use by Owners of any or all of **BUSINESS PROPERTIES**, or for use by the designees of such Owners of **BUSINESS PROPERTIES**; and

**WHEREAS, DECLARANT** as joined by **ASSOCIATION** and **JOINED OWNERS** has determined that **COMMERCIAL PROPERTY** and **HOTEL/CONFERENCE CENTER PROPERTY** shall not have the use or benefit of the amenities comprising **GENERAL COMMON AREAS**, including the beach park, except to the extent specifically provided herein; and

**WHEREAS, DECLARANT** as joined by **ASSOCIATION** and **JOINED OWNERS** further declare that **COMMERCIAL PROPERTY** and **HOTEL/CONFERENCE CENTER PROPERTY**, while still subject to **DECLARATION**, shall not have membership or voting rights in **ASSOCIATION**

nor shall **COMMERCIAL PROPERTY** and **HOTEL/CONFERENCE CENTER PROPERTY** be subject to any **ASSOCIATION** assessments or other charges except to the extent specifically provided herein;

NOW, THEREFORE, **DECLARANT** as joined by **ASSOCIATION** and **JOINED OWNERS** hereby declares that **COMMERCIAL PROPERTY** and **HOTEL/CONFERENCE CENTER PROPERTY** described in Exhibit "A" hereto shall be held, transferred, sold, conveyed and occupied subject to **DECLARATION** as modified and supplemented as hereinafter set forth:

OR2859 P62876

1. The provisions of **DECLARATION**, including references in Articles I, III, IV, V, X, XIII and XIV thereof, are hereby superseded by **SUPPLEMENT** to the extent said **DECLARATION** provisions purport to grant to **COMMERCIAL PROPERTY**, any membership or voting rights in **ASSOCIATION** or any responsibility for **ASSOCIATION** to supply services or other benefits to said property. By virtue of this **SUPPLEMENT**, no such rights or duties shall exist.
2. The provisions of **DECLARATION**, including but not limited to those contained in Article X thereof, are hereby superseded by this **SUPPLEMENT** to the extent said **DECLARATION** provisions purport to obligate **COMMERCIAL PROPERTY** for the payment of **ASSOCIATION** assessments or other charges, including but not limited to initial capital contributions. By virtue of this **SUPPLEMENT**, no such liability shall exist.
3. The provisions of **DECLARATION** which pertain to the liability of **RECREATIONAL PROPERTY** and **MARINA PROPERTY** for **ASSOCIATION** assessments and other charges shall remain in full force and effect and are not superseded or modified by this **SUPPLEMENT**.
4. The owners of **COMMERCIAL PROPERTY**, their successors and assigns, shall have no interest in, easement over or use right in **GENERAL COMMON AREAS**, including the beach park.
5. The owner of **HOTEL/CONFERENCE CENTER PROPERTY**, its successors and assigns, shall have no membership or voting rights in **ASSOCIATION**.
6. **HOTEL/CONFERENCE CENTER PROPERTY** shall have non-exclusive access and use rights in the beach park owned by **ASSOCIATION** for the benefit of its registered guests.
7. In accordance with the authority granted by Article I, Sections 10 and 11 of **DECLARATION**, **DECLARANT** by virtue of this **SUPPLEMENT** has authority to require **HOTEL/CONFERENCE CENTER PROPERTY** to pay **ASSOCIATION** common assessments pertaining to specifically designated items or in particular amounts. Therefore, **HOTEL/CONFERENCE CENTER PROPERTY**, in consideration of the right to non-exclusive use of the beach park as provided in paragraph 6 above, shall be obligated to pay annual Common Assessments computed as follows:

Number of rooms	x	the portions of the <b>ASSOCIATION</b> annual Common Assessment attributable to the beach park, including reserves and boat shuttle, if applicable.
--------------------	---	---

Said assessment shall be due and payable in the manner provided in Article X of **DECLARATION**, and **ASSOCIATION** remedies for non-payment shall be as set forth therein. In addition to the above-referenced assessment, **HOTEL/CONFERENCE CENTER PROPERTY** shall pay a one-time capital assessment in the amount of \$500.00 per room to be added to the reserves for the beach park, such amounts to be due and payable in the manner prescribed by **DECLARANT**.

8. **HOTEL/CONFERENCE CENTER PROPERTY** shall have no rights or access to any other **GENERAL COMMON AREA** or other property or amenities owned or operated by **ASSOCIATION**.
9. Except to the extent modified herein, the relevant provisions of **DECLARATION** shall remain in full force and effect with regard to **BUSINESS PROPERTIES**. For example

OR2859 Pg2877

and not by means of limitation, Article XII, Section 3 (Restrictions for **BUSINESS PROPERTY**) and the Easements reserved in Article XIII, Sections 4, 5, 6 and 7 shall remain effective.

10. Prior to the execution of this **SUPPLEMENT**, certain owners of **COMMERCIAL PROPERTY** have made initial capital contributions and paid certain **ASSOCIATION** assessments in accordance with **DECLARATION**. Said owners by joinder hereto agree that the capital contributions and assessments were paid in return for valuable services rendered, including security services, which will no longer be automatically supplied by **ASSOCIATION**. Therefore, those owners of **COMMERCIAL PROPERTY**, by joinder hereto waive any right of recovery of said amounts which may exist at law or in equity and release forever **DECLARANT** and **ASSOCIATION** from any liability in connection therewith.
11. Nothing herein shall be construed to prevent the owners of one (1) or more **BUSINESS PROPERTIES** from privately contracting with **ASSOCIATION** to provide those **BUSINESS PROPERTIES** with certain services or use of certain **ASSOCIATION** amenities. **DECLARANT** has no obligation or liability in connection with any such arrangements.
12. Nothing herein shall be construed as eliminating or adversely affecting the right of **BUSINESS PROPERTIES** to ingress to and egress from their respective **BUSINESS PROPERTIES** should property currently operated by the **UCCD** (as such term as defined in the **DECLARATION**) ever be owned or operated by **ASSOCIATION**. In such event, **BUSINESS PROPERTIES** shall have non-exclusive easements over the portion of that property necessary for access purposes.
13. In the event of any conflict between the provisions of **DECLARATION** and the provisions of this **SUPPLEMENT**, **DECLARANT** reserves the right and the power to resolve any such conflict, and its decision shall be final.
14. **DECLARANT**, in its sole discretion, may modify, amend, delete, waive or add to this **SUPPLEMENT** or any part thereof. The power of amendment, however, shall be limited to modification or enlargement of existing covenants and shall not impair the general and uniform plan of development originally set forth herein and the **BUSINESS PROPERTIES** shall not be re-subjected to the jurisdiction of the **ASSOCIATION** without their written consent.
15. The covenants, conditions, restrictions and other provisions under this **SUPPLEMENT** shall run with the land and bind the property described in Exhibits "A" and "B" hereto and shall inure to the benefit of and be enforceable by **DECLARANT** for a term of thirty (30) years from the date this **SUPPLEMENT** is recorded, after which time these provisions shall be automatically extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Paragraph, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modification executed by the then owners of all **BUSINESS PROPERTIES** and **ASSOCIATION** agreeing to the termination or modification.
16. Any waiver by **DECLARANT** of any provisions of this **SUPPLEMENT** or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.
17. If any paragraph, phrase or portion of this **FIFTY-SEVENTH SUPPLEMENT** to the **DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING**, for any reason, is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.
18. The effective date of this **SUPPLEMENT** shall be the date it is recorded in the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, **WCI COMMUNITIES LIMITED PARTNERSHIP**, a Delaware Limited Partnership, joined by **PELICAN LANDING COMMUNITY ASSOCIATION, INC.** and

OR2859 P62878

Existing BUSINESS PROPERTY OWNERS: MERCANTILE BANK OF SOUTHWEST FLORIDA, WALDEN UNIVERSITY INC. and JAMES BERNET do hereby execute this FIFTY-SEVENTH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING in their names by their undersigned, authorized officers and affix their corporate seals hereto, this 21st day of July, 1997 at Bonita Springs, Florida.

STATE OF FLORIDA  
COUNTY OF LEE

Carin A. Melby  
Witness

CARIN A. MELBY  
Printed name of witness

Vivian Haddock  
Witness

VIVIEN HADDOCK  
Printed name of witness

WCI COMMUNITIES LIMITED  
PARTNERSHIP, a Delaware Limited  
Partnership

By: [Signature]  
Title: JERRY H. SCHMAYER  
SENIOR VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21st day of July, 1997 by Jerry H. Schmayer who is the Sen Vice President of WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware Limited Partnership on behalf of said partnership who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)



Carin A. Melby  
Signature of Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEE

Carolyn P. Roeker  
Witness

Carolyn P. Roeker  
Printed name of witness

Cynthia A. DeVito  
Witness

Cynthia A. DeVito  
Printed name of witness

PELICAN LANDING COMMUNITY  
ASSOCIATION, INC., a Florida  
Corporation not-for-profit

By: Katherine Green  
Title: President

DR2859 PG2879

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21st day of July, 1997 by Katherine Green who is the President of PELICAN LANDING COMMUNITY ASSOCIATION, INC. on behalf of said corporation who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)



CARIN A. MELBY  
COMMISSION # CC592379  
EXPIRES DEC 08, 2000  
BONDED THROUGH  
ATLANTIC BONDING CO. INC.

Carin A. Melby  
Signature of Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

DR2859 P62880

STATE OF FLORIDA  
COUNTY OF Collier

Jean Bentley  
Witness  
Jean Bentley  
Printed name of witness  
Linda W. Cooper  
Witness  
LINDA W. COOPER  
Printed name of witness

MERCANTILE BANK OF SOUTHWEST  
FLORIDA

By: Charles C. Gray  
Title: Exec. Vice President

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 1997 by Charles C. Gray who is the Exec. V.P. of Mercantile Bank of Southwest Florida on behalf of said corporation who is personally known to me or has produced known to me as evidence of identification.

(SEAL)

Pamela K. Campbell  
Signature of Notary Public  
Print Name: Pamela K. Campbell  
My Commission Expires:



OR2859 P62881

STATE OF FLORIDA  
COUNTY OF Lee

Marie Lonidier  
Witness

Marie Lonidier  
Printed name of witness

Robert D. St. Cyr  
Witness

ROBERT D. ST. CYR  
Printed name of witness

WALDEN UNIVERSITY, INC.

By: Jeffrey W. Kourak  
Title: VICE PRESIDENT FOR ADMINISTRATION

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 11 day of August, 1997 by Jeffrey W. Kourak who is the Vice President of Walden University, Inc. on behalf of said corporation who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

Sharon M. Krummel  
Signature of Notary Public  
Print Name: Sharon M. Krummel  
My Commission Expires:



OR2859 P62882

STATE OF ~~PENNSYLVANIA~~ PA  
COUNTY OF ERIE

Karen Baker  
Witness

Karen Baker

Printed name of witness

Ruth Ettwein  
Witness

Ruth Ettwein  
Printed name of witness

STATE OF ~~PENNSYLVANIA~~ PA  
COUNTY OF ERIE

James Bernet  
JAMES BERNET

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of AUGUST, 1997 by James Bernet who is personally known to me or has produced as evidence of identification.

(SEAL)

Gerald John Hordych  
Signature of Notary Public  
Print Name: Gerald John Hordych  
My Commission Expires:

Notarial Seal  
Gerald John Hordych, Notary Public  
North East Boro, Erie County  
My Commission Expires June 11, 1998  
Member, Pennsylvania Association of Notaries



DR2859 PG2883

CONSENT

KNOW ALL MEN BY THESE PRESENTS:

BANKBOSTON, N.A., as Agent, the owner and holder of that certain Consolidated Amended and Restated Mortgage and Security Agreement recorded in Official Records Book 2795, Page 1949, of the Public Records of Lee County, Florida (the "Mortgage"), which Mortgage constitutes a lien upon the real property described in the within and foregoing Fifty-Seventh Supplement to the Declaration and General Protective Covenants for Pelican Landing hereby consents to WCI Communities Limited Partnership and Pelican Landing Community Association, Inc. executing the within and foregoing Fifty-Seventh Supplement to the Declaration and General Protective Covenants for Pelican Landing.

Dated this 23 day of July, 1997.

Witnesses:

BANKBOSTON, N.A.  
(formerly The First National Bank of Boston),  
as Agent

*C Cheryl Geoffrion*  
Print Name: Cheryl Geoffrion

By: *S. Selbo*  
Its: Vice President

*Cheryl A. Brooks*  
Print Name: Cheryl A. Brooks

STATE OF GEORGIA  
COUNTY OF ~~FELTON~~ DeKalb

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 1997, by Steven P. Selbo, a Vice President of BankBoston, N.A., who is personally known to me.

(SEAL)



*Montine D. Solomon*  
Notary Public Montine D. Solomon  
Print Name:  
My Commission Expires:

DR2859 PG2884

DESCRIPTION

All of Tract "D", Pelican Landing Unit Twenty-One, according to the plat thereof as recorded in Plat Book 58, Pages 15 through 16, Public Records, Lee County, Florida.

EXHIBIT "A"

Page 1 of 6

DESCRIPTION  
PART OF TRACTS "A" AND "I"  
PELICAN LANDING, UNIT NINETEEN  
SECTION 9, T. 47 S., R. 25 E.  
LEE COUNTY, FLORIDA

OR2859 PG2885

A tract or parcel of land being a part of Tracts "A" and "I" of Pelican Landing, Unit Nineteen as recorded in Plat Book 56, beginning at Page 36 of the Lee County Records lying in Section 9, Township 47 South, Range 25 East, Lee County, Florida being described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 9 run S 89° 27' 22" W along the South line of said Section 9 for 80.00 feet to an intersection with the West line of Tract "A" of said Pelican Landing, Unit Nineteen; thence run N 00° 02' 54" E along said West line for 294.91 feet to a point of curvature; thence run Northerly and Northeasterly along the arc of a curve to the right of radius 630.00 feet (chord bearing N 13° 23' 59" E) (chord 290.97 feet) (delta 26° 42' 11") for 293.62 feet to a point of tangency; thence run N 26° 45' 05" E for 21.77 feet to a point of curvature; thence run Northeasterly, Northerly and Northwesterly along the arc of a non-tangent curve to the left of radius 30.00 feet (chord bearing N 16° 12' 02" W) (chord 40.88 feet) (delta 85° 54' 14") for 44.98 feet to an intersection with the curved southerly line of Pelican Colony Boulevard; thence run Southeasterly and Easterly along said south line along the arc of a curve to the left of radius 810.00 feet (chord bearing S 71° 03' 41" E) (chord 334.30 feet) (delta 23° 49' 05") for 336.72 feet; thence run S 00° 37' 00" E for 151.05 feet; thence run Easterly, Southerly and Westerly along the arc of a not-tangent curve to the right of radius 26.00 feet (chord bearing S 00° 37' 00" E) (chord 52.00 feet) (delta 180° 00' 00") for 81.68 feet; thence run S 00° 37' 00" E for 31.82 feet to a point of curvature; thence run Southerly, Southeasterly and Easterly along the arc of a curve to the left of radius 25.00 feet (chord bearing S 45° 37' 00" E) (chord 35.36 feet) (delta 90° 00' 00") for 39.27 feet to a point of tangency; thence run N 89° 23' 00" E for 57.25 feet; thence run Northerly, Easterly and Southerly along the arc of a curve to the right of radius 26.00 feet (chord bearing N 89° 23' 00" E) (chord 52.00 feet) (delta 180° 00' 00") for 81.68 feet; thence run N 89° 23' 00" E for 222.61 feet to an intersection with the Westerly line of the Tamiami Trail (U.S. 41) (State Road 45) (200 feet wide); thence run S 10° 06' 04" E for 267.91 feet to an intersection with the South line of said Section 9; thence run S 89° 23' 00" W along said South line for 708.94 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the Plat of Pelican Landing, Unit Nineteen as recorded in Plat Book 56 at Pages 36 through 38 of the Public Records of Lee County, Florida.

DR2859 P62886

November 19, 1992

DESCRIPTION  
PARCEL "B"

SE-1/4 OF SECTION 16, T. 47 S., R. 25 E.  
LEE COUNTY, FLORIDA

A tract or parcel of land located in the southeast quarter (SE-1/4) of Section 16, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

From the southwest corner of the southeast quarter (SE-1/4) of said Section 16 run N 89° 16' 54" E along the south line of said fraction for 929.41 feet; thence run N 00° 06' 43" W for 1,390.60 feet to the Point of Beginning.

From said Point of Beginning run S 20° 56' 28" W along a drainage easement as described in Official Record Book 2271 at pages 1994 through 1998 for 70.45 feet; thence run N 38° 55' 14" W for 18.69 feet; thence run N 53° 21' 17" W for 6.54 feet; thence run N 33° 18' 54" W for 31.05 feet; thence run S 75° 02' 01" W for 64.07 feet; thence run S 47° 45' 19" W for 45.43 feet; thence run N 66° 54' 51" W for 35.62 feet; thence run S 14° 44' 07" W for 65.70 feet; thence run S 52° 46' 49" W for 6.27 feet; thence run S 13° 34' 28" W for 30.16 feet; thence run S 71° 11' 32" W for 65.49 feet; thence run S 58° 06' 01" W for 29.81 feet; thence run S 60° 27' 16" W for 23.86 feet; thence run N 51° 09' 34" W for 3.91 feet; thence run S 28° 29' 57" W for 6.87 feet; thence run S 60° 27' 16" W for 33.79 feet; thence run S 32° 18' 58" W for 5.35 feet to the most northeasterly corner of Lot 11, Block A of Pelican Landing Unit Nine (as recorded in Plat Book 49 at pages 99 through 102 of the Public Records of Lee County); thence run along the east line of said Unit Nine the following two courses; N 60° 28' 24" W for 139.48 feet and N 00° 06' 43" W for 203.37 feet to the south line of lands as described in Official Record Book 2267 at page 2034 of the Public Records of Lee County; thence run N 89° 06' 47" E along said lands for 484.64 feet; thence run S 00° 06' 43" E for 55.04 feet to the Point of Beginning.

Contains 1.97 acres, more or less.

DESCRIPTION  
PARCEL "F"

From the southwest corner of the southeast quarter (SE-1/4) of said Section 16 run N 89° 16' 54" E along the south line of said fraction for 814.05 feet to the Point of Beginning.

From said Point of Beginning run N 42° 32' 48" W for 481.30 feet to the centerline of a drainage easement as recorded in Official Record Book 2271 at pages 1994 through 1998; thence run along an arc of a curve to the left of radius 77.00 feet (delta 49° 07' 33") (chord bearing N 29° 45' 40" E) (chord 64.02 feet) for 66.02 feet to a point of tangency; thence run N 05° 11' 53" E for 172.95 feet to a point of curvature; thence run along the arc of a curve to the right of radius 97.00 feet (delta 47° 34' 14") (chord bearing N 28° 59' 00" E) (chord 78.24 feet) for 80.54 feet to a point of tangency; thence run N 52° 46' 07" E for 216.05 feet; thence run N 31° 48' 07" E for 211.36 feet; thence run N 00° 47' 18" E for 45.97 feet; thence run N 09° 19' 28" W for 78.22 feet; thence run N 16° 41' 30" E for 188.78 feet; thence run N 20° 56' 28" E for 76.24 feet; thence run S 00° 06' 43" E for 1,334.93 feet to the south line of said Section 16; thence run S 89° 16' 54" W along said Section line for 115.36 feet to the Point of Beginning.

Containing 6.75 acres, more or less.

Bearings hereinabove mentioned are based on the east line of Pelican's Nest Unit One which bears N 01° 18' 31" W as recorded in Plat Book 41 at pages 58 through 60 of the Public Records of Lee County.

EXHIBIT "A"  
Page 3 of 6

# JOHNSON ENGINEERING, INC.

FORT MYERS  
NAPLES  
PORT CHARLOTTE

ENGINEERS, SURVEYORS AND ECOLOGISTS

2158 JOHNSON STREET  
TELEPHONE (813) 334-0046  
TELECOPIER (813) 334-3661  
POST OFFICE BOX 1550  
FORT MYERS, FLORIDA  
33902-1550

August 11, 1994

OR2859 P62887

CARL E. JOHNSON  
1911-1968

REVISED DESCRIPTION  
PARCEL IN  
THE S-1/2 OF SECTION 9, T. 47 S., R. 25 E.  
LEE COUNTY, FLORIDA  
NORTHEAST COMMERCIAL PARCEL

A tract or parcel of land lying in the south half (S-1/2) of Section 9, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the northeast corner of the southwest quarter (SW-1/4) of said Section 9 run S 01° 00' 24" E along the east line of said fraction for 62.16 feet to the south line of Coconut Road and the Point of Beginning of the herein described parcel.

From said Point of Beginning run S 89° 35' 50" E for 502.06 feet to the west line of Tamiami Trail (U.S. 41) (200 feet wide); thence run S 00° 10' 56" W along said west line for 621.81 feet to a point of curvature; thence run Southeasterly along the arc of a curve to the left of radius 5797.58 feet (delta 10° 17' 00") (chord 1039.14 feet) (chord bearing S 04° 57' 34" E) for 1040.54 feet to a point of tangency; thence run S 10° 06' 04" E for 240.98 feet to a point of curvature; thence run Southwesterly along the arc of a curve to the right of radius 30.00 feet (delta 90° 00' 00") (chord 42.43 feet) (chord bearing S 34° 53' 56" W) for 47.12 feet; thence run the following courses along the northerly line of a proposed road right-of-way (North Parkway): S 79° 53' 56" W for 40.57 feet to a point of curvature; Northwesterly along the arc of a curve to the right of radius 690.00 feet (delta 49° 49' 26") (chord 581.29 feet) (chord bearing N 75° 11' 21" W) for 600.02 feet to a point of reverse curvature; Northwesterly along the arc of a curve to the left of radius 800.00 feet (delta 20° 38' 08") (chord 286.57 feet) (chord bearing N 60° 35' 42" W) for 288.13 feet to a point of reverse curvature; Northwesterly along the arc of a curve to the right of radius 30.00 feet (delta 82° 19' 38") (chord 39.49 feet) (chord bearing N 29° 44' 57" W) for 43.11 feet to a point of reverse curvature; the following courses along the northeasterly line of proposed Burnt Pine Drive: Northwesterly along the arc of a curve to the left of radius 180.00 feet (delta 32° 18' 43") (chord 100.17 feet) (chord bearing N 04° 44' 30" W) for 101.51 feet to a point of tangency; N 20° 53' 52" W for 721.03 feet to a point of curvature; Northwesterly along the arc of a curve to the left of radius 330.00 feet (delta 20° 20' 11") (chord 116.52 feet) (chord bearing N 31° 03' 57" W) for 117.13 feet; thence run N 48° 45' 57" E for

CHAIRMAN  
ARCHIE T. GRANT, JR.

PRESIDENT  
FORREST H. BANKS

JOSEPH W. EBNER  
STEVEN K. MORRISON  
ANDREW D. TILTON  
JEFFREY C. COONER  
CARL A. BARRACO  
DAN W. DICKEY  
KENTON R. KEILING  
W. BRITT POMEROY  
W. DAVID KEY, JR.  
KEVIN M. WINTER

ASSOCIATES  
GEORGE J. KALAL  
MICHAEL L. HARMON  
GARY R. BULL  
STEPHEN W. ADAMS  
PATRICIA H. NEWTON

CONSULTANT  
LESTER L. BULSON

EXHIBIT "A"  
Page 4 of 6

Northeast Commercial Parcel  
August 11, 1994  
Page 2


0R2859 PG2888

75.26 feet; thence run N 20° 53' 52" W along the centerline of a Florida Power and Light Company easement as recorded in Deed Book 229 at page 48, Lee County Records for 748.16 feet to said south line of Coconut Road; thence run S 89° 35' 50" E along said south line for 799.16 feet to the Point of Beginning.

SUBJECT TO the hereinabove mentioned Florida Power and Light Company easement over and across the westerly side of said parcel.

Containing 43.14 acres, more or less.

Bearings hereinabove mentioned are based on the west line of Tamiami Trail to bear S 00° 10' 56" W.



Michael L. Harmon (For The Firm)  
Professional Land Surveyor  
Florida Certificate No. 2904

MLH/kc  
20350

Legal Description  
Pelican Landing  
Resort Parcel  
Sections 7, T. 47 S., R. 25 E.  
Lee County, Florida

A tract or parcel of land lying in the east one-half of Section 7, Township 47 South, Range 25, Lee County, Florida and being more particularly described as follows:  
COMMENCING at the east quarter corner of said Section 7, run S 00°23'24" E, along the east line of said Section 7 for 25.00 feet to the southerly right-of-way line of Coconut Road and the POINT OF BEGINNING.

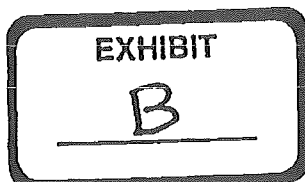
From said POINT OF BEGINNING continue S 00°23'24" E, along the east line of said Section 7 for 625.00 feet; thence run S 89°40'05" W for 1,107.21 feet; thence run N 00°19'55" W for 650.00 feet; thence run N 00°46'02" E for 210.02 feet to the southwest corner of that parcel of land described in Official Record Book 1677 at page 3516 of the public records of Lee County; thence run along the perimeter of said parcel the following two (2) courses: (1) N 89°40'05" E for 216.00 feet and (2) N 03°20'55" W for 202.00 feet; thence run N 89°40'05" E for 866.42 feet; thence run S 01°07'45" E for 436.29 feet; thence run S 89°16'14" E for 24.69 feet to the POINT OF BEGINNING, containing 25.69 acres more or less.

Bearings are derived from a bearing of S 00°23'24" E along the east line of the southeast quarter of said Section 7.

EXHIBIT "A"  
Page 6 of 6

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.

DR2859 PG2890





OR2859 PG2891

LEGAL DESCRIPTION

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. 998.58; 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 reparian 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.

DR2859 PG2892

Commence at Station 19 plus 44.75 of State Road S-865, which point is the center of a circular turnaround at the Northern end of Donita Beach Road, also known as the Big Hickory Road S-365; thence along an extension of the center line of said State Road S-865, North  $24^{\circ}26'41''$  West 266 feet more or less to a survey point; thence South  $62^{\circ}26'49''$  West 98.4 feet; thence North  $17^{\circ}33'11''$  West 1863.42 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 336 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.

DR2859 PG2893

Commencing at SRD Station 19 plus 84.75, which point is the center of a turnaround at the Northern end of the Dunlap 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  $24^{\circ} 28' 41''$  West 266 feet more or less to a survey point; thence South  $62^{\circ} 26' 49''$  West 98.4 feet; thence North  $37^{\circ} 33' 11''$  West 1867.42 feet to a mangrove post; thence North  $20^{\circ} 00' 41''$  West 2207.7 feet; thence North  $65^{\circ}$  East 200 feet to the West right-of-way line of a proposed road and the point of beginning of this tract; thence North  $20^{\circ} 00' 41''$  West 100 feet along the right-of-way line of said proposed road; thence South  $65^{\circ}$  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  $65^{\circ}$  West of the point of beginning; thence North  $65^{\circ}$  East 40 feet more or less to the point of beginning. 8.81 tract being in Government Lot 2, Section 24, Township 47 South, Range 24 East, Lee County, Florida.

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

DR2859 PG2894

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.

CHARLIE GREEN LEE CTY, FL  
97 AUG 25 PM 1:27