

91.50



INSTR # 5852999  
Official Records BK 03958 PG 4233  
RECORDED 06/12/2003 10:21:21 AM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 91.50  
DEPUTY CLERK C Keller

This Instrument Prepared By:  
Dave Fewell  
Recurring Revenue Section  
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 AND  
MODIFICATION TO REFLECT INCREASE IN SQUARE FOOTAGE

20

No. 361857565  
PA No. 36-0198498-001

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 Pelican Landing Community Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 13, Township 47 South, Range 24 East, in New Pass, Lee County, containing 2,896 square feet, more or less, as is more particularly described and shown on Attachment A, dated December 12, 2002 and July 29, 1992.

TO HAVE THE USE OF the hereinabove described premises from March 3, 2003, the effective date of this modified lease renewal, through July 21, 2007, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a one (1) slip auxiliary beach shuttle dock and an existing one (1) slip beach shuttle landing dock, exclusively to be used in conjunction with a shuttle boat service for an upland residential community, without fueling facilities, without a sewage pumpout facility, and without liveboards as defined in paragraph 28, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Consolidated Environmental Resource Permit No. 36-0198498-001, dated March 4, 2003, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee for the expanded area 2,054 square feet of \$525.00, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed modified lease. The annual fee for the remaining years of the lease for the entire lease area 2,896 square feet shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: 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 total amount of the gross receipts derived from the rental of wet slips, if applicable. When six percent (6%) of the gross receipts derived from the rental of wet slips exceeds the prorated base fee or minimum fee established pursuant to section 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.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

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 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 payment verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein, and as conditioned by the Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not 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 wetslips, from rental of wetslips 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 wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease renewal and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease renewal, 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 renewal 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 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. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease renewal and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. 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, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease renewal may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease renewal or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Pelican Landing Community Association, Inc.  
24830 Burnt Pine Drive, Suite #3  
Bonita Springs, FL 34134

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.

14. 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.

15. 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.

16. 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.

17. 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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. 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.

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

20. 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 renewal, 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 renewal shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, 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.

21. 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 13 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.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in the removal of any structures and equipment constructed or maintained on state lands shall be paid by the Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by Law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

24. 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.

25. 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 facility.

26. 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 area. No restaurant or dining activities are to occur within the leased area. 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.

27. 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.

28. LIVEBOARDS: 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.

29. 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.

30. SPECIAL LEASE CONDITIONS:

a. The Lessee shall comply with the following manatee protection construction conditions:

1. The Lessee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees.
2. The Lessee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.
3. Siltation barriers shall be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.
4. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than a four-foot clearance from the bottom and that vessels will follow routes of deep water whenever possible.
5. Construction activities in open water shall cease upon the sighting of a manatee(s) within 50 feet of the project area. Construction activities will not resume until the manatee(s) has departed the project area.
6. Any collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol (1-800-DIAL-FMP) and to the U.S. Fish and Wildlife Service, Jacksonville Office (904-791-2580) for North Florida and to the Vero Beach Field Office (407-562-3909) for South Florida.
7. Prior to commencement of construction, each vessel involved in the construction shall display in a prominent location, visible to the operator, an 8 1/2" X 11" temporary placard reading "Manatee Habitat/Idle Speed in Construction Area." A second temporary 8 1/2" X 11" placard reading "Warning Manatee Area" will be posted in a location prominently visible to water related construction crews.

b. The Lessee shall require and ensure that each of the two one-slip beach shuttle docking facility authorized by this lease shall only be used by a shallow draft pontoon boat serving as a beach shuttle vessel to transport residents and guests of the Westinghouse Bayside Communities Pelican Landing Development of Regional Impact or security or maintenance vessels.

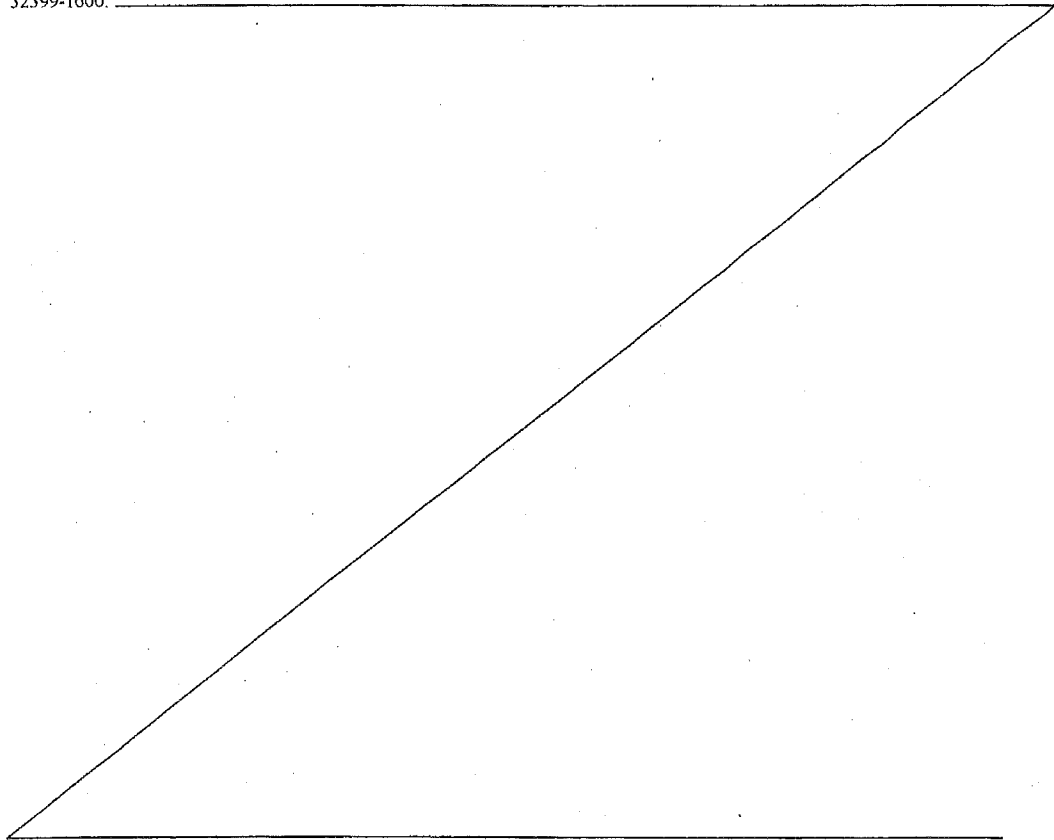
c. The Lessee shall require and ensure that only temporary (daytime) mooring will be allowed at each of the two one-slip beach shuttle docking facilities authorized by this lease. Overnight mooring is strictly prohibited except for security and maintenance related activities.

d. The Lessee shall ensure that no more than one vessel (either the vessel used to transport residents and guests or the security or maintenance vessels) is moored at either of the two docking facilities at any one time. The vessels shall be operated such that a minimum of one-foot clearance between the bottom of the vessel with a engine fully trimmed and the vessel fully loaded is maintained to prevent damage to grassbeds and shellfish bars.

e. The northern beach shuttle docking facility shall be used as an auxiliary docking facility to lessee's existing southern beach shuttle docking facility and shall only be used when low tidal conditions prevent use of the southern dock without causing damage to grassbeds or shellfish bars. The two docking facilities shall not be used concurrently.

f. The Lessee shall ensure that mooring is limited to the waterward (eastern) face of the 6-foot wide by 26-foot-long terminal platform at the southern docking facility and to the waterward (eastern) face of the 8-foot-wide by 25-foot-long terminal platform at the northern docking facility. To ensure compliance, the Lessee agrees to place and maintain, during the term of this lease and any subsequent renewal periods, (1) a guard and intermediate rail(s) consistent with state and local building code(s) or a 4-foot high railing and 2-foot high intermediate railing along each side of the main access dock and along the landward face of the terminal platform at each docking facility; and (2) signs advising boaters that mooring either on a temporary or permanent basis at these locations is prohibited.

g. Lessee shall install and maintain a manatee informational display, informing the boating public of the habitat and mannerisms of manatees and the potential threat boats can impose on the continued existence of the endangered manatee. The display shall contain information making operators of vessels moored at this facility aware of the danger boats can cause to the endangered manatee when they are operated above slow speeds in grass flats or areas shallower than four feet. Lessee agrees to install and maintain manatee awareness signs, advising boaters to exercise extreme caution because of the presence of manatees in the area. Lessee shall install and display signs within 60 days of receipt of fully executed lease if the docking structures authorized already exist. Information concerning this educational program may be obtained from the Bureau of Protected Species Management, Fish and Wildlife Conservation Commission at the following address: 620 South Meridian Street, Mail Station 245, Tallahassee, Florida 32399-1600.



WITNESSES:

Rentel  
Original Signature

Rentel  
Print/Type Name of Witness

Brent Branning  
Original Signature

Brent Branning  
Print/Type Name of Witness

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

BY: Ralph M. Perkins (SEAL)

Ralph M. Perkins, Operations and Management Consultant  
Manager, Bureau of Public Land Administration,  
Division of State Lands, 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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of May, 2003, by Ralph M. Perkins, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, 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. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Jerry H. Hain  
DEP Attorney

Florence L. Davis  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Florence L. Davis  
MY COMMISSION # CC374560 EXPIRES  
October 11, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

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

WITNESSES:

Marie Martel  
Original Signature

MARIE MARTEL  
Typed/Printed Name of Witness

Nancy Sherren  
Original Signature

Nancy Sherren  
Typed/Printed Name of Witness

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

BY: Michael DeWito  
Original Signature of Executing Authority

George Gilliland MICHAEL DEWITO  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

STATE OF FLORIDA  
COUNTY OF LEE

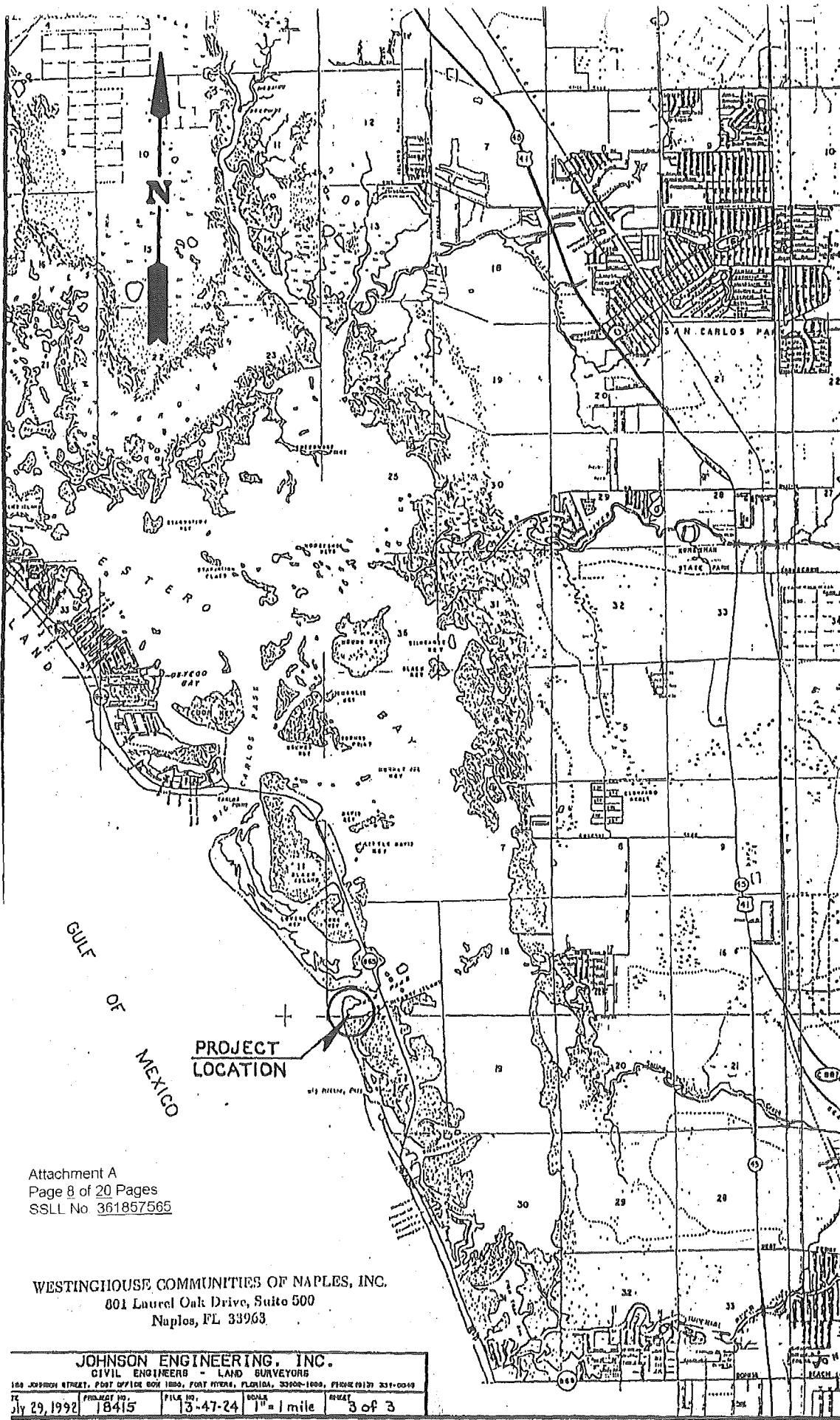
Michael DeWito The foregoing instrument was acknowledged before me this 6th day of May, 2003, by George Gilliland as President of Pelican Landing Community Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

Cynthia Reuter-Zingraff  
Commission # CG 846204  
Expires June 13, 2003  
Bonded Thru  
Commission/Serial No. Atlantic Bonding Co., Inc.

Cynthia L. Reuter-Zingraff  
Notary Public, State of FLORIDA

Printed, Typed or Stamped Name  
Cynthia Reuter-Zingraff  
Commission # CG 846204  
Expires June 13, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.



Attachment A  
 Page 8 of 20 Pages  
 SSSL No 361857565

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

<b>JOHNSON ENGINEERING, INC.</b>				
CIVIL ENGINEERS - LAND SURVEYORS				
<small>188 JOHNSON STREET, POST OFFICE BOX 1800, FORT MYERS, FLORIDA, 33902-1800, PHONE (813) 331-0049</small>				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
July 29, 1992	18415	13-47-24	1" = 1 mile	3 of 3

Official Records JK 03353 HG 4243



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.



**EXHIBIT "B"**  
October 22, 2002

**DESCRIPTION**

**SUBMERGED LAND LEASE  
PART OF BIG HICKORY ISLAND  
SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA**

A tract or parcel of submerged land lying offshore of those lands as described by deed recorded in Official Record Book 3113 at Page 1877 of the Public Records of Lee County, Florida and lying in Government Lot 3, Section 13, Township 47 South, Range 24 East, Big Hickory Island, New Pass, City of Bonita Springs, Lee County, Florida described as follows:

From the center of a turn-around on state Road No. 865 (Bonita Beach Road) being SRD Station 19184.75; run North 24° 28' 41" West along the northerly prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run South 62° 26' 49" West for 98.40 feet; thence run North 27° 33' 11" West for 1863.42 feet; thence run North 20° 00' 41" West for 1403.30 feet; thence run North 65° 00' 00" East for 472.30 feet to an intersection with the former Coastal Construction Control Line; thence run North 17° 04' 59" West along said control line for 895.40 feet; thence run North 30° 30' 28" West continuing along said former Coastal Construction Control Line for 1250.31 feet to an intersection with the south line of lands as described by deed recorded in Official Record Book 198 at Page 188 of the Public Records of Lee County, Florida; thence run northeasterly along said south line and along an arc of a curve to the right of radius 12,000.00 feet (chord bearing North 80° 09' 56" East) (chord 661.86 feet) (delta 03° 09' 38") for 661.94 feet to an intersection the Mean High Water Line of New Pass; thence run South 45° 07' 04" East for 93.42 feet to an intersection with a line 1.00 foot northerly of (as measured on a perpendicular) and parallel with the northerly line of a proposed 8.00 foot wide dock and the Point of Beginning.

From said Point of Beginning run North 60° 00' 00" East for 114.17 feet; thence run South 30° 49' 56" East for 27.00 feet; thence run S 60° 00' 00" West for 54.01 feet; thence run North 30° 49' 56" West for 17.00 feet; thence run S 60° 00' 00" West for 59.00 feet to an intersection with said Mean High Water Line of New Pass; thence run North 37° 28' 52" West for 10.09 feet to the Point of Beginning.

Parcel contains 2,054 square feet, more or less.

**RECEIVED**

DEC 18 2002

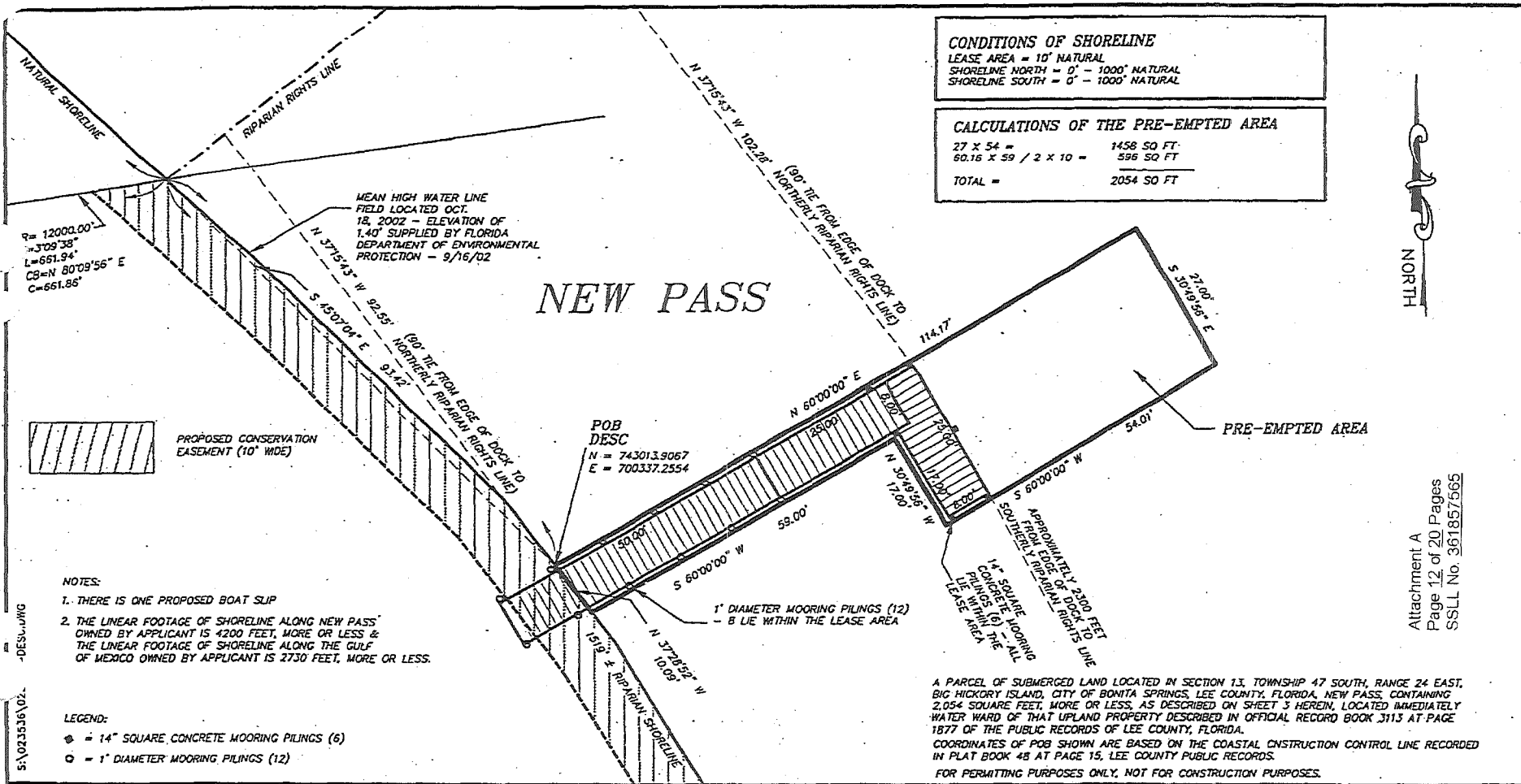
**D.E.P. - South District**

2158 Johnson Street ■ Post Office Box 1550 ■ Fort Myers, Florida 33902-1550  
(239) 334-0046 ■ Fax (239) 334-3661

Official 1/17/2007 10:33:15 AM

12/17/2007 10:33:15 AM

S:\023536\023536-worksheet.dwg



**CONDITIONS OF SHORELINE**  
 LEASE AREA = 10' NATURAL  
 SHORELINE NORTH = 0' - 1000' NATURAL  
 SHORELINE SOUTH = 0' - 1000' NATURAL

**CALCULATIONS OF THE PRE-EMPTED AREA**  
 27 X 54 = 1458 SQ FT  
 60.16 X 59 / 2 X 10 = 596 SQ FT  
 TOTAL = 2054 SQ FT



Attachment A  
 Page 12 of 20 Pages  
 SSSL No. 361857565

**NOTES:**

1. THERE IS ONE PROPOSED BOAT SLIP
2. THE LINEAR FOOTAGE OF SHORELINE ALONG NEW PASS OWNED BY APPLICANT IS 4200 FEET, MORE OR LESS & THE LINEAR FOOTAGE OF SHORELINE ALONG THE GULF OF MEXICO OWNED BY APPLICANT IS 2730 FEET, MORE OR LESS.

**LEGEND:**

- = 14" SQUARE CONCRETE MOORING PILING (6)
- = 1" DIAMETER MOORING PILING (12)

**POB DESC**  
 N = 743013.9067  
 E = 700337.2554

A PARCEL OF SUBMERGED LAND LOCATED IN SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST, BIG HICKORY ISLAND, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, NEW PASS, CONTAINING 2,054 SQUARE FEET, MORE OR LESS, AS DESCRIBED ON SHEET 3 HEREIN, LOCATED IMMEDIATELY WATER WARD OF THAT UPLAND PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 3113 AT PAGE 1877 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.  
 COORDINATES OF POB SHOWN ARE BASED ON THE COASTAL CONSTRUCTION CONTROL LINE RECORDED IN PLAT BOOK 48 AT PAGE 15, LEE COUNTY PUBLIC RECORDS.  
 FOR PERMITTING PURPOSES ONLY, NOT FOR CONSTRUCTION PURPOSES.

PART OF BIG HICKORY ISLAND  
 PARCEL IN SECTION 13  
 TOWNSHIP 47 SOUTH, RANGE 24 EAST  
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



2158 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (841) 334-0046  
 FAX (841) 334-3661  
 E.B. #642 & L.B. #642

**SKETCH TO ACCOMPANY DESCRIPTION  
 SUBMERGED LAND LEASE**

REV DECEMBER 12, 2002 EXHIBIT "B"				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
OCT 2002	023536	13-47-24	1" = 20'	SHEET 2 OF 2



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

Official Records BK 03958 PG 4246

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 "note" shall include all the notes herein described if more than one.

RECORD VERIFIED - CHARLIE GREEN, CLERK  
BY: VAY FARNER, D.C.

ONE LAUREL OAK DRIVE, SUITE 200  
NAPLES, FL 33963

UN 2314 PG 2915

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  
Deputy Clerk

Signed, Sealed and Delivered  
in the Presence of:

Maureen Phillips  
Witness Signature

MAUREEN PHILLIPS

Printed Name

Alvilda M. Ayen  
Witness Signature

ALVILDA AYEN

Printed Name

J. A. Brett  
Jay A. Brett, Individually and  
as Trustee

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"

Official Records BK 03958 PG 4248

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.



## 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°28'41"W.266 feet on the same course as the road centerline extending southerly of said turnaround; thence S.62°26'49"W. 98.4 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 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.

Commence at Station 19 plus 84.75 of State Road S-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 S-863; thence along an extension of the center line of said State Road S-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  $27^{\circ}33'11''$  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 South-erly 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 326 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 43 South, Range 24 East, Lee County, Florida.  
 SUBJECT to taxes for the year 1968, assessments, reservations and restrictions of record.

Commencing at SRD Station 19 plus 84.75, which point is the center of a turnaround at the Northern end of the Bonita Beach Road, known also as Hickory Boulevard and State Road 8-863; thence along an extension of the centerline of said SR 8-863, North  $24^{\circ} 28' 41''$  West 266 feet more or less to a survey point; thence South  $62^{\circ} 26' 49''$  West 99.4 feet; thence North  $27^{\circ} 33' 11''$  West 1863.42 feet to a mangrove post; thence North  $20^{\circ} 00' 41''$  West 2201.3 feet; thence North  $65^{\circ}$  East 100 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. 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.

92 JUL 20 PM 12:09

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.