

INSTR # 6195049  
OR BK 04235 Pgs 2971 - 2983; (13pgs)  
RECORDED 03/23/2004 04:25:14 PM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY, FLORIDA  
RECORDING FEE 60.00  
DEPUTY CLERK J Miller

This Instrument Prepared By:  
Frank Votra  
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

No. 362017145

PA No. \_\_\_\_\_

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 20, Township 47 South, Range 25 East, in Spring Creek, Lee County, containing 5,500 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 24, 1996.

TO HAVE THE USE OF the hereinabove described premises from January 25, 2004, the effective date of this lease renewal, through January 25, 2009, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate an existing fifteen (15) slip docking facility exclusively to be used for mooring of recreational vessels in conjunction with an upland residential development, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveboards as defined in paragraph 28, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this Lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$1,405.80 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease 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 renewal, and each year thereafter until the term of this lease renewal terminates or expires.

[26]

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. 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.  
24501 Walden Center Drive  
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 liveboards 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, its successors and assigns, agree to restrict an existing slip dock located in upper Spring Creek, known as the roll docks, to canoes and other non-combustion power craft.
- B. The Lessee, its successors and assigns, shall dedicate five (5) of the slips for the sole use of the Lessee, its successors or assigns.
- C. The Lessee, its successors and assigns, shall utilize the facility for flat skiffs or pontoon boats only. There shall be no vessel launching or use by jet skis allowed at the facility.

WITNESSES:

[Signature]  
Original Signature

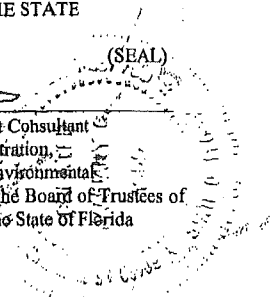
Oliver Teal  
Print/Type Name of Witness

[Signature]  
Original Signature

Mahogany Simmons  
Print/Type Name of Witness

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

BY: [Signature]  
Dale Adams, 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 3rd day of March, 2004, by Dale Adams, 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:

[Signature]  
DEP Attorney

[Signature]  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:  Florence L Davis  
MY COMMISSION # CC974560 EXPIRES  
October 11, 2004  
BONDED THRU TROY FAIR INSURANCE, INC.

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

WITNESSES:

[Signature]  
Original Signature

MARIE MARTEL  
Typed/Printed Name of Witness

[Signature]  
Original Signature

Lisa A. Perry  
Typed/Printed Name of Witness

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

BY: [Signature]  
Original Signature of Executing Authority

Michael Devito  
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 18th day of February, 2004, by Michael Devito 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 N/A, as identification.

My Commission Expires:



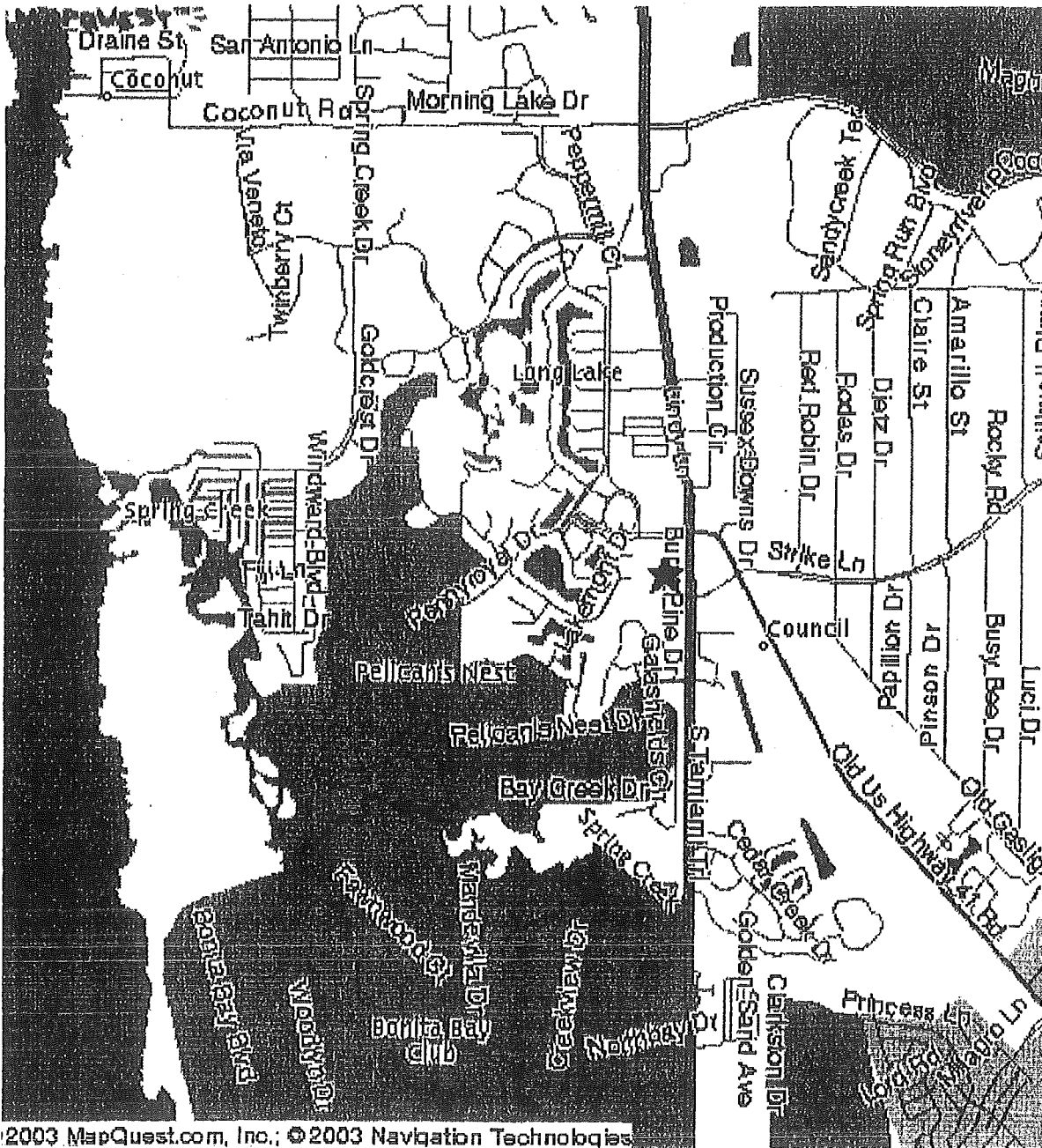
Commission/Serial No. \_\_\_\_\_

[Signature]  
Notary Signature

Notary Public, State of FLORIDA

Cynthia Reuter-Zingraff  
Printed, Typed or Stamped Name

24830 Burnt Pine Dr  
Bonita Springs FL  
34134-1974 US



Attachment A  
Page 7 of 13 Pages  
SSLL No. 362017145

**DESCRIPTION**  
**SUBMERGED LAND LEASE**  
**SECTION 20, T. 47 S., R. 25 E.**  
**LEE COUNTY, FLORIDA**

A submerged land lease lying in the northwest quarter (NW-1/4) of Section 20, Township 47 South, Range 25 East, Lee County, Florida which lease is described as follows:

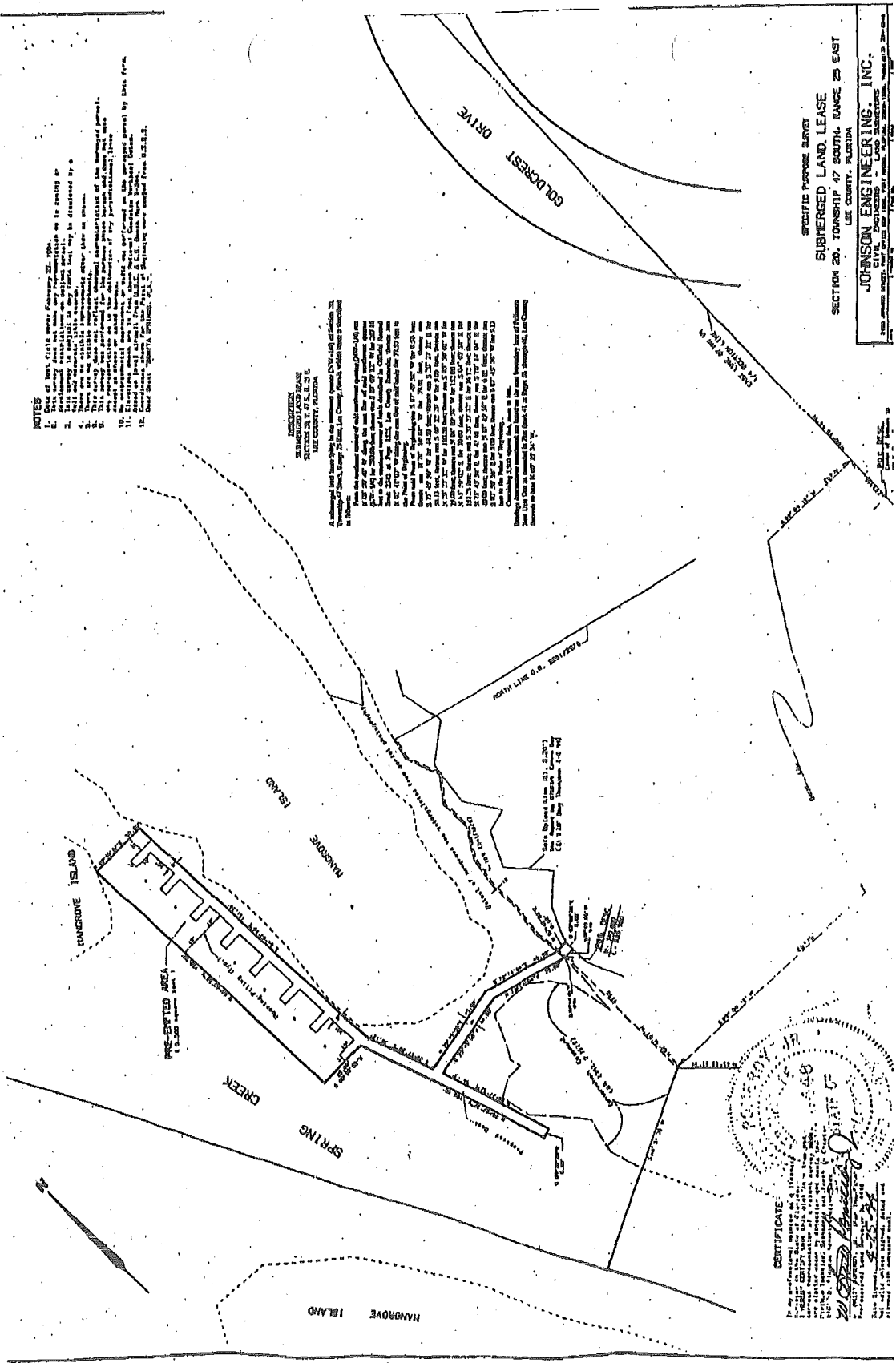
From the southeast corner of said northwest quarter (NW-1/4) run N 00° 50' 48" W along the east line of said northwest quarter (NW-1/4) for 283.96 feet; thence run S 89° 09' 12" W for 267.16 feet to the southeast corner of lands described in Official Record Book 2342 at Page 1525, Lee County Records; thence run N 02° 41' 07" W along the east line of said lands for 77.50 feet to the Point of Beginning.

From said Point of Beginning run S 87° 45' 56" W for 0.56 feet; thence run N 78° 14' 04" W for 39.98 feet; thence run S 75° 45' 56" W for 44.50 feet; thence run S 20° 27' 32" E for 58.13 feet; thence run S 69° 32' 28" W for 5.00 feet; thence run N 20° 27' 32" W for 100.00 feet; thence run S 85° 56' 02" W for 25.00 feet; thence run N 04° 03' 58" W for 152.00 feet; thence run N 85° 56' 02" E for 30.00 feet; thence run S 04° 03' 58" E for 151.28 feet; thence run S 20° 27' 32" E for 36.12 feet; thence run N 75° 45' 56" E for 45.60 feet; thence run S 78° 14' 04" E for 40.00 feet; thence run N 87° 45' 56" E for 6.02 feet; thence run S 03° 56' 36" E for 5.00 feet; thence run S 87° 45' 56" W for 5.13 feet to the Point of Beginning.

Containing 5,500 square feet, more or less.

Bearings hereinabove mentioned are based on the east boundary line of Pelican's Nest Unit One as recorded in Plat Book 41 at Pages 58 through 60, Lee County Records to bear N 00° 35' 34" W.





**NOTES**

1. This survey was made under the provisions of Chapter 56, Florida Statutes, in compliance with the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
2. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
3. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
4. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
5. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
6. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
7. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
8. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
9. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
10. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
11. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
12. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
13. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.
14. This survey was made under the provisions of said Chapter, which require that the same be made for the purpose of determining the location of the boundaries of the land shown on the map.

**EXCERPT FROM**  
**DEED OF TRUST**  
 DATED OCTOBER 17, 1954  
 REC'D 10/20/54  
 FOR THE RECORD  
 THE PART OF SAID DEED OF TRUST WHICH IS RECORDED IN PUBLIC RECORDS OF THE COUNTY OF LEE, FLORIDA, IN BOOK 105, PAGE 105, IS HEREBY EXCERPTED AS FOLLOWS:

That the undersigned do hereby certify that the same was performed on the 17th day of October, 1954, at the County Seat of Lee County, Florida, in the presence of the undersigned, a Notary Public for said County, and the same is a true and correct copy of the original as the same appears on the records of said Notary Public.

Witness my hand and the seal of said County at Tallahassee, Florida, this 17th day of October, 1954.

Notary Public for Lee County, Florida.

**SUBMITTED LAND LEASE**  
 SECTION 20, TOWNSHIP 47 SOUTH, RANGE 23 EAST  
 LEE COUNTY, FLORIDA  
**JOHNSON ENGINEERING, INC.**  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1220 GULF BLDG., TALLAHASSEE, FLORIDA  
 PHONE 3-5573

**CERTIFICATE**

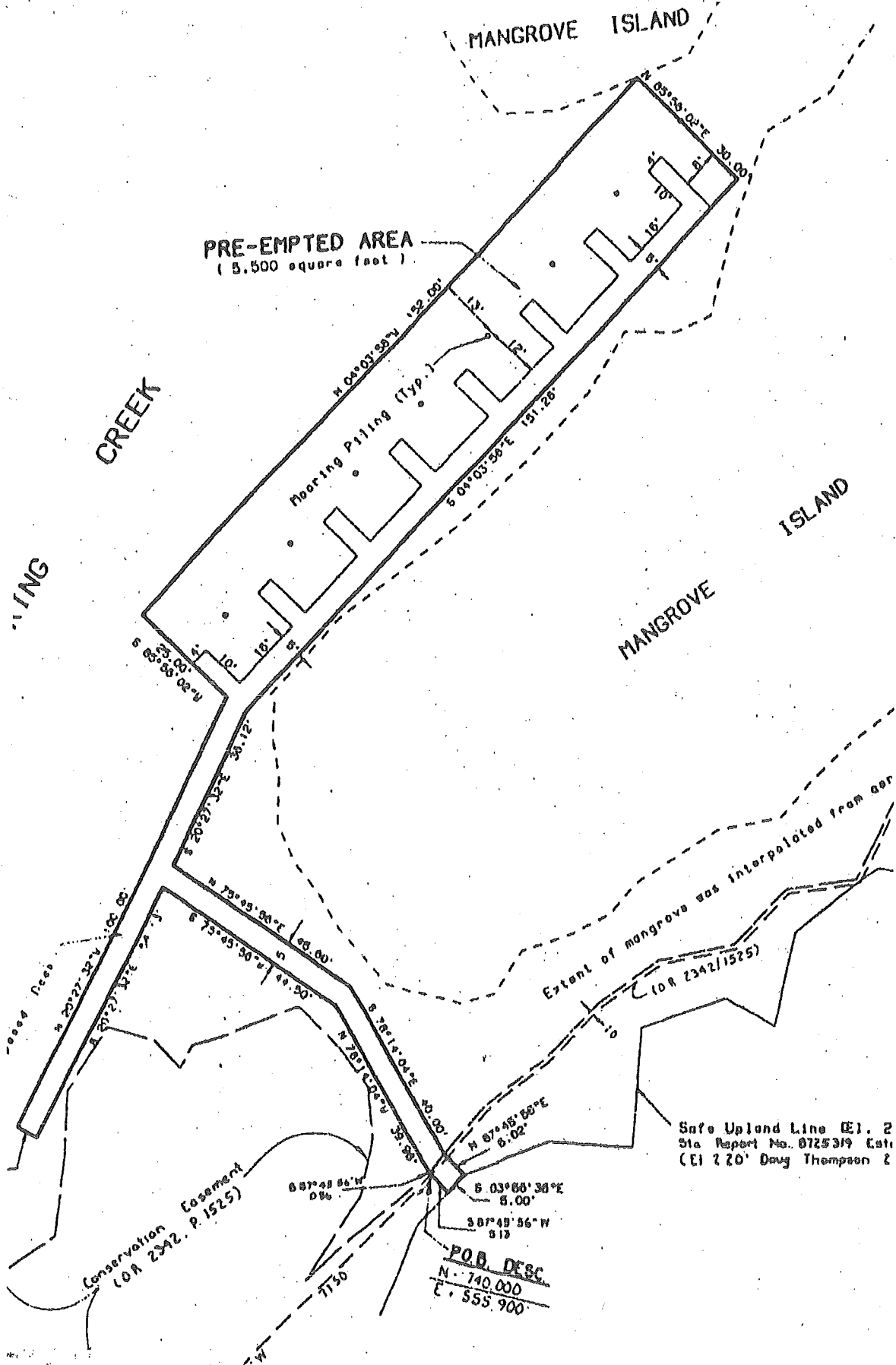
I, the undersigned, Notary Public for Lee County, Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of said Notary Public.

Witness my hand and the seal of said County at Tallahassee, Florida, this 15th day of January, 1958.

Notary Public for Lee County, Florida.

W. B. [Signature]  
 Notary Public

STATE OF FLORIDA  
 COUNTY OF LEE



Attachment A  
 Page 10 of 13 Pages  
 SSLL No. 362017145

15.00  
70

This instrument prepared by:  
Vivien N. Hastings, Esq.  
801 Laurel Oak Dr., #500  
Naples, FL 33963

Tax ID# 20-47-2-00-00001.0010

RECEIVED

DEC 03 1992

3296633

JOHNSON ENGINEERING, INC.

Documentary Tax Pd. \$ 70  
Intangible Tax Pd. \$  
By: CHARLIE GREEN, CLERK, LEE COUNTY  
[Signature] Deputy Clerk

DR2342 Pg1525

THIS WARRANTY DEED made this 16th day of November, 1992,

by WESTINGHOUSE COMMUNITIES OF NAPLES, INC.

a corporation existing under the laws of the State of Florida, and having its principal place of business at 801 Laurel Oak Drive, Suite 500, Naples, Florida 33963, herein called the Grantor,

to: PELICAN LANDING COMMUNITY ASSOCIATION, INC.,

a Florida not-for-profit corporation, whose Post Office address is: 9200 Bonita Beach Road, Suite 101, Bonita springs, Florida 33923,

herein called the Grantee, (wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns, assigns of individuals, and the successors and assigns of corporation).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lee County, Florida, viz:

(See legal description attached hereto as Exhibit "A")

SUBJECT TO easements, reservations, restrictions of record, if any, and taxes for the current year.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants, with said grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as otherwise noted above.

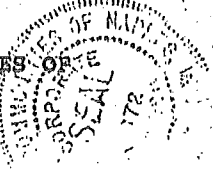
IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

WESTINGHOUSE COMMUNITIES OF NAPLES, INC.

By: [Signature]




ALL RECORDS PLEASE RETURN TO: Westinghouse Communities of Naples, Inc. 801 Laurel Oak Drive, #500 Naples, FL 33963

Attachment B  
Page 11 of 13 Pages  
SSLL No. 36201745

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10 day of December, 1992 by Louis H. Hoegsted, as Executive Vice President of Westinghouse Communities of Naples, Inc., who is personally known to me and who did not take an oath.

  
Notary Public  
Laurel Y. Sitterly  
My Commission Expires:



LAUREL Y. SITTERLY  
MY COMMISSION EXPIRES  
January 23, 1994  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

OR2342 Pg1526

JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

2150 JOHNSON STREET  
TELEPHONE (813) 334-0046  
TELECOPIER (813) 334-3881  
POST OFFICE BOX 1880  
FORT MYERS, FLORIDA  
33902-1880

November 12, 1992

CARL E. JOHNSON  
1911-1989

DESCRIPTION  
PARCEL IN

SECTION 20, T. 47 S., R. 25 E.  
LEE COUNTY, FLORIDA

A tract or parcel of land lying in the northwest quarter (NW-1/4) of Section 20, Township 47 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of said northwest quarter (NW-1/4) run N 00° 50' 48" W along the east line of said northwest quarter (NW-1/4) for 283.96 feet; thence run S 89° 09' 12" W for 267.16 feet to the Point of Beginning of the herein described parcel.

From said Point of Beginning run S 60° 51' 38" W for 53 feet more or less to the mean high water line of Spring Creek; thence run northerly, easterly, southerly and northerly along said mean high water line for 373 feet more or less to an intersection with the north line of lands described in Official Record Book 2281, at Page 2978, Lee County Records; thence run S 78° 38' 31" E along said north line for 1.00 feet; thence run southerly parallel with and 1.00 foot easterly of said mean high water line of Spring Creek for 137 feet more or less to a point designated "A"; thence run S 02° 41' 07" E for 82.50 feet to the Point of Beginning.

Containing 5,083 square feet, more or less.

Bearings shown are based on the east boundary line of Pelican's Nest, Unit One, as recorded in Plat Book 41 at Pages 58 through 60, Lee County Records.

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

WBP/kc  
19203

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STEPHEN W. ADAMS

CONSULTANT  
LESTER L. BULSON

EXHIBIT "A"

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CHARLIE GREEN LEE CITY FL  
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