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This instrument prepared by
and return to:
Vivien N. Hastings, Esq.
24301 Walden Center Drive
Bonita Springs, FL 34134

INSTR # 6497071
OR BK 04473 Pgs 1633 - 1644; (12pgs)
RECORDED 10/22/2004 11:32:07 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 103.50
DEED DUC 0.70
DEPUTY CLERK L Ambrosio

(2)

GRANT OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 4TH day of OCTOBER, 2004, by PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 24501 Walden Center Drive, Bonita Springs, Florida 34134 ("Grantor") to the CITY OF BONITA SPRINGS, a political subdivision of the State of Florida, its successors and assigns, whose address is: 9220 Bonita Beach Road SE, Bonita Springs, Florida 34135 ("Grantee").

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Lee County, Florida known as Hickory Island Park; and

WHEREAS, the Grantee has approved the establishment of a Conservation Easement over a portion of Hickory Island Park (exclusive of the buildings and improvements) pursuant to Lee County Limited Development Order No: LDO 02000-00115 and Section II.E.2. of the Lee County Development Order approving a Development of Regional Impact known as the Pelican Landing DRI, State DRI No. 1-9293-121, the Notice of Adoption, recorded in O.R. Book 2545, Page 1082, of the Public Records of Lee County, Florida, as such development orders may be amended from time to time (hereinafter such development orders are collectively called "Development Orders"); and

WHEREAS, pursuant to such Development Orders, Grantor is granting a Conservation Easement over a portion of Hickory Island Park (hereinafter referred to as the "Property"), more specifically described in Exhibit "A" (legal description and sketch) attached hereto and incorporated herein by reference; and

WHEREAS, the Property is a beach park for the use and benefit of Grantor's present and future members, their guests and invitees.

WHEREAS, the Property is a barrier island and the boundaries and legal description of the Property may change from time to time due to natural causes such as storm events, erosions, etc; and

WHEREAS, the definition of Property as used in this Conservation Easement shall mean the legal description and boundaries of the Property as they may change from time to time due to such acts of God; and

NOW, THEREFORE, in consideration of the consent by Grantee of the issuance of the Development Orders, the receipt and sufficiency whereof are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, its successors and assigns, and shall remain in full force and effect forever.

The scope, nature, and character of the Conservation Easement shall be as follows:

1. It is the purpose of this Conservation Easement to prevent any use of the Property that will significantly impair or interfere with the natural, scenic and ecological values of the Property, except for the activities authorized by this Conservation Easement.

To carry out this purpose, the following rights are conveyed to Grantee and the Corps by this Conservation Easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor or its members at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. However, the Grantee will restore any area or feature damaged by inconsistent activity or uses by the Grantee.

2. Grantor states the following uses and practices within the Property (though not an exhaustive recital of inconsistent uses and practices) are inconsistent with Grantor's intent and the purpose of this Conservation Easement and are, therefore, prohibited by it:

a. Construction or placing of buildings, roads, signs, billboards or advertising, utilities, or other structures and facilities, in, on or above the Property, except for such structures or facilities required or authorized by Federal or State permit and the Development Orders or this Conservation Easement, caution, safety, informational and educational signs and educational displays.

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of native trees, shrubs, or other vegetation, except for trimming or removal of dead or diseased trees or removal of exotic nuisance vegetation authorized by the Development Orders or as has been or may be approved by the appropriate State, Federal and local regulatory agencies;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Trimming of mangroves, except for purposes of dock access or as authorized by the Development Orders or as has been or may be approved by the appropriate State, Federal and local regulatory agencies.

3. Notwithstanding anything to the contrary above, Grantor reserves to itself, its employees, agents, representatives and members, the right to implement and perform and maintain and repair, in perpetuity, all elements and all activities authorized or permitted under the Development Orders and this Conservation Easement, including without limitation, the following rights:

a. To construct, install, upkeep and maintain, in perpetuity, all structures and facilities as authorized by Federal permits, State permits, and Development Orders, including without limitation, docks, chickee huts, boardwalks, dune walk-overs or other controlled pedestrian access ways, marine/environmental/educational signs (as described in 2 A. above); septic field and well, and walking paths.

b. To construct and install utility systems, including of water, sewer, telephone and electric over, under and through the Property, subject to all applicable Federal, State and local regulatory approvals and permitting requirements.

c. All rights as owner of the Property, including the right of ingress and egress and the right to engage in all uses of the Property that are not expressly prohibited herein and which are not inconsistent with the purpose of this Conservation Easement.

d. To engage in other activities on the Property for conservation and preservation where required or approved by the requisite regulatory agencies.

4. Grantor shall pay all real property taxes and assessments levied by competent authority on the Property.

5. Grantor and Grantee agree that upon completion of the installation and construction of the facilities and structures authorized by the Development Orders, the Grantor shall be solely responsible, in perpetuity, for all maintenance and repair obligations, with respect to the Property and this Conservation Easement. Grantee shall have no maintenance, upkeep or repair responsibilities with respect to this Conservation Easement. Notwithstanding the foregoing, in the event the legal description of the Property changes from time to time due to natural elements (such as hurricanes, storm events) resulting in the erosion or adjustments to the acreage or boundaries of the Property, Grantor shall have no obligation whatsoever to recreate or construct such Property or any portion thereof eroded or washed away by such act of God or catastrophic event, or to provide any such additional or other conservation area to replace any such loss.

6. Grantee, by acceptance of this Conservation Easement, agrees that in exercising its rights and obligations hereunder, Grantee shall not unreasonably interfere at any time with the rights of Grantor, its members, employees, agents and authorized representatives, or any other party requiring access to any of the Property over which this Conservation Easement is granted. This paragraph does not limit Grantee's rights to issue stop work orders and violation notices for violations of this Conservation Easement.

7. No right of access or use by the general public to any portion of the Property is conveyed by this Conservation Easement.

8. In the event it becomes necessary to enforce, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement, including without limitation, costs of suit, attorneys' fees, and any cost of restoration necessitated by the violation of the terms of this Conservation Easement, then the prevailing party shall be entitled to reimbursement of all such costs. However, Grantee will not assume the cost of any restoration necessitated by the violation of the terms of this Conservation Easement, even if Grantee is not the prevailing party.

9. Enforcement of the terms and provisions of this Conservation Easement shall be at the reasonable discretion of Grantee and any forbearance on behalf of Grantee to

exercise its rights hereunder in the event of any breach hereof by Grantor shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of any subsequent breach.

10. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable Federal and State laws and committed to holding this Conservation Easement exclusively for conservation purposes and subject to strict compliance with all terms and conditions hereof.

11. Grantee will use care while present on the Property for observation, maintenance, repair or otherwise and in no way interfere with the right of ingress or egress of Grantor, its members, or any other party requiring access to any of the Property over which this Conservation Easement is granted.

12. The ownership or attempted enforcement of rights held by Grantee does not subject Grantee to any liability for damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, unless such damage or injury is caused by the negligence or willful misconduct of Grantee, its agents or employees.

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

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

15. Grantee agrees that the terms, conditions, restrictions and purposes of this Conservation Easement will be inserted by it in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.

16. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the Grantor and Grantee.

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

IN WITNESS WHEREOF, Grantor has caused its duly authorized agent to set his hand on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

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

Marie Martel
Print Name: MARIE MARTEL

By: Warren Miner
Print Name: Warren Miner
Title: President

Ryan Maccis
Print Name: Ryan Maccis

STATE OF FLORIDA

) ss:

COUNTY OF LEE

On this 4th day of October, 2004 before me, the undersigned notary public, personally appeared Warren Miner, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the President of Pelican Landing Community Association, Inc., a not-for-profit Florida corporation, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



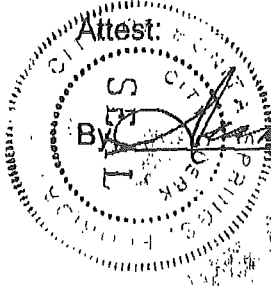
CYNTHIA REUTER-ZINGRAFF
MY COMMISSION # DD 220934
EXPIRES: June 13, 2007
Bonded Thru Budget Notary Services

Cynthia Reuter-Zingraff
Notary Public
Print Name: Cynthia Reuter-Zingraff

My Commission Expires: 6-13-07

ACKNOWLEDGEMENT OF ACCEPTANCE OF CONSERVATION EASEMENT

The City of Bonita Springs hereby acknowledges acceptance of the foregoing Conservation Easement.

Attest:
 BY: J. Lynn

CITY OF BONITA SPRINGS

By: Jay Arend
Print Name: JAY Arend
Its: JCA MAYOR, BONITA SPRINGS

APPROVED AS TO FORM

[Signature]
OFFICE OF CITY ATTORNEY

September 19, 2004

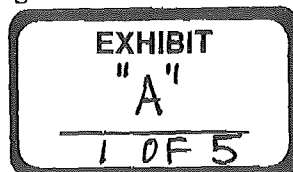
DESCRIPTION
PARCEL IN
GOVERNMENT LOT 3, SECTION 13, T. 47 S., R. 24 E.
BIG HICKORY ISLAND, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Government Lot 3, Section 13, Township 47 South, Range 24 East, Big Hickory Island, Lee County, Florida which tract or parcel is part of the excepted portion of that particular conservation easement as recorded in Official Records Book 2667, Pages 2450 through 2458, Public Records, Lee County, Florida and is described as follows:

From the center of a turnaround on State Road No. 865 (Bonita Beach Road) being S.R.D. Station 19184.75 and N24°28'41"W along the northern prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run S62°26'49"W for 98.40 feet; thence run N27°33'11"W for 1863.42 feet; thence run N20°00'41"W for 1403.30 feet; thence run N65°00'00"E for 313.91 feet; thence run N18°55'11"W for 97.51 feet; thence run N22°26'23"W for 100.53 feet; thence run N23°09'50"W for 100.14 feet; thence run N14°51'19"W for 73.01 feet; thence run N27°40'10"W for 88.01 feet; thence run N29°33'57"W for 46.01 feet; thence run N22°14'53"W for 47.27 feet; thence run N20°39'23"W for 46.98 feet; thence run N11°15'38"W for 29.80 feet; thence run N26°10'46"W for 46.87 feet; thence run N09°09'45"W for 48.26 feet; thence run N17°35'56"W for 46.04 feet; thence run N12°49'07"W for 50.04 feet; thence run N29°20'48"W for 69.12 feet; thence run N20°48'58"W for 63.82 feet; thence run N79°23'51"W for 133.37 feet to designated Point "A" according to that certain conservation easement exception parcel as recorded in Official Records Book 2667, Pages 2450 through 2458, Public Records, Lee County, Florida and the Point of Beginning.

From said Point "A" and Point of Beginning run along the boundary of said exception parcel for the following sixteen (16) courses:

1. N79°23'51"W for 78.74 feet;
2. N20°06'22"W for 490.66 feet;
3. N09°46'28"W for 305.16 feet;
4. S67°41'41"E for 622.86 feet;
5. S08°17'57"E for 98.10 feet;
6. S11°52'41"E for 88.14 feet;
7. S47°10'42"W for 72.03 feet;
8. S86°56'47"E for 30.19 feet;
9. S26°05'57"W for 55.58 feet;
10. S74°37'56"E for 54 feet more or less to an intersection with the Approximate Mean High Water Line of New Pass;



11. southwesterly along said waters for 44 feet more or less to an intersection with a line bearing S51°30'21"W;
12. along said line for 85 feet more or less;
13. S38°55'03"W for 37.17 feet;
14. S49°45'43"W for 32.44 feet;
15. S08°40'21"E for 42.60 feet;
16. S75°56'26"W for 213.37 feet to said Point "A" and said Point of Beginning.

Which parcel contains 6.80 acres more or less.

LESS AND EXCEPTING THEREFROM:

From said Point "A" run N75°56'26"E for 138.80 feet to the Point of Beginning of the herein described exception parcel.

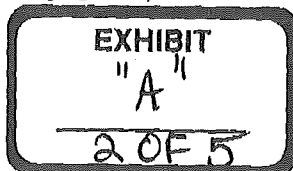
From said Point of Beginning run N17°55'18"W for 124.04 feet; thence run N00°29'36"E for 67.78 feet; thence run N30°09'45"W for 190.12 feet; thence run N05°07'18"W for 39.86 feet; thence run N30°43'56"W for 67.50 feet; thence run N60°23'56"E for 107.22 feet; thence run N75°19'23"E for 127.39 feet; thence run S28°47'18"E for 109.08 feet; thence run S14°37'08"W for 53.91 feet; thence run S28°08'57"E for 112.16 feet to an intersection with the boundary of the hereinabove mentioned parcel; thence run along said boundary for the following ten (10) courses:

1. S47°10'42"W for 18.99 feet;
2. S86°56'47"E for 30.19 feet;
3. S26°05'57"W for 55.58 feet;
4. S74°37'56"E for 54 feet more or less to an intersection with the Approximate Mean High Water Line of New Pass;
5. southwesterly along said waters for 44 feet more or less to an intersection with a line bearing S51°30'21"W;
6. along said line for 85 feet more or less;
7. S38°55'03"W for 37.17 feet;
8. S49°45'43"W for 32.44 feet;
9. S08°40'21"E for 42.60 feet;
10. S75°56'26"W for 74.57 feet to the Point of Beginning.

Which parcel contains 2.25 acres more or less.

Net area contains 4.55 acres more or less.

N:\GIS-Cad\LAS\word_docs\Pelican Landing\Big Hickory Island\Cons Esmt Exception Area Phase 2 Legal Desc.doc



28088
E. 24th St. N

P.R.M. A-44

SCALE: 1"=150'
NORTH

G.L. 3, SECTION 13
G.L. 2, SECTION 24

APPROXIMATE MEAN HIGH WATER
LINE TAKEN FROM AERIAL PHOTOGRAPH

Bulkhead Line

N 17°04'59"W 895.40

COASTAL CONSTRUCTION CONTROL LINE

+/-25'

429.69

+/-358'

N 20° 47' 20" W

+/-10'

FD. 3/4" C.I.P. LB#642
FD. "STARNES" C.I.R. 4.91'N. & 5.48'W.
FD. 4" X 4" C.M. 4.15'N. & 17.89'E.

South Line O.R. 2246/4413

SET 3/4" C.I.P. LB#642

336.04
N 24°29'34"W

100.00
N 65°00'00"E

98.95
N 65°00'00"E

25.00

SET 3/4" C.I.P. LB#642

13 12 11 10 9 8 7 6 5 4 3 2 1

Former Centerline of
Big Hickory Pass (closed)

FD. 5" COPPERCOATED STEEL
ROD W/CAP LB#642

68.58
N 65°00'00"E

1013.12
N 65°00'00"E

1403.30
N 20°00'41"W

1863.42
N 27°39'11"W

1641.23
S 0°48'

266.00
N 24°28'41"W

S.R. S-865

S.R.D. Sta. 19184.75

P.O.C. DESC.
CENTER OF CUL-DE-SAC

SKETCH TO ACCOMPANY DESCRIPTION
PARCEL IN
GOVERNMENT LOT 3, SECTION 13
TOWNSHIP 47 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

EXHIBIT
"A"
3 OF 5

LINE DATA

○	BEARING	DISTANCE
①	N 18°55'11"W	97.51
②	N 22°26'23"W	100.53
③	N 23°09'50"W	100.14
④	N 14°51'19"W	73.01
⑤	N 27°40'10"W	88.01
⑥	N 29°33'57"W	46.01
⑦	N 22°14'53"W	47.27
⑧	N 20°39'23"W	46.98
⑨	N 11°15'38"W	29.80
⑩	N 26°10'46"W	46.87
⑪	N 09°09'45"W	48.26
⑫	N 17°35'56"W	46.04
⑬	N 12°49'07"W	50.04
⑭	N 29°20'48"W	69.12
⑮	N 20°48'58"W	63.82
⑯	N 13°03'59"W	94.16
⑰	N 19°13'48"W	50.64
⑱	N 04°34'15"W	54.63
⑲	N 24°53'12"W	50.09
⑳	N 27°10'29"W	50.01
㉑	N 31°01'44"W	42.51

LINE DATA

○	BEARING	DISTANCE
⑳	S 08°17'57"E	98.10
㉑	S 11°52'41"E	88.14
㉒	S 47°10'42"W	72.03
㉓	S 86°56'47"E	30.19
㉔	S 26°05'57"W	55.58
㉕	S 74°37'56"E	+/- 54
㉖	S 51°30'21"W	+/- 85
㉗	S 38°55'03"W	37.17
㉘	S 49°45'43"W	32.44
㉙	S 08°40'21"E	42.60
㉚	N 17°55'18"W	124.04
㉛	N 00°29'36"E	67.78
㉜	N 30°09'45"W	190.12
㉝	N 05°07'18"W	39.86
㉞	N 30°43'56"W	67.50
㉟	N 60°23'56"E	107.22
㊱	N 75°19'23"E	127.39
㊲	S 28°47'18"E	109.08
㊳	S 14°37'08"W	53.91
㊴	S 28°08'57"E	112.16

EXHIBIT
 "A"
 5 OF 5