

This Instrument Prepared By:
Karri MacInnes
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

BOT FILE NO. 361857565
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 non-profit corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 13,
Township 47 South, Range 24 East, in New Pass,
Lee County, containing 6.065 square feet,
more or less, as is more particularly described and shown
on Attachment A, dated September 2, 2010.

TO HAVE THE USE OF the hereinabove described premises from July 21, 2012, the effective date of this lease renewal, through July 21, 2017, 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 2-slip multi-family docking facility (1 slip service dock and 1 slip beach shuttle dock) exclusively to be used for shuttle boat service in conjunction with an upland beach resort utilized by a residential community association and a commercial resort hotel without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 36-0198498-001, dated March 4, 2003, and Modified Permit No. 36-0198498-002, dated June 2, 2004, 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 annual lease fee of \$1,943.15 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 this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) 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 income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 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. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

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 maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. 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 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 State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit and Modified Permit. The Lessee shall not (i) 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 wet slips, from rental of wet slips 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 wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, 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 the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, 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 interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, 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 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 this lease, current 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. 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 set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease 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, Florida 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

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

20. 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 12 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.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. 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.

23. 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.

24. 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 docking facility.

25. 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 premises. No restaurant or dining activities are to occur within the leased premises. 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.

26. 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.

27. LIVEABOARDS: 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.

28. 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.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding; (ii) the Lessee has no unsatisfied judgments entered against it; (iii) the Lessee has satisfied all state and local taxes for which it is responsible; and (iv) no other matters are pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITIONS:

A. The Lessee shall require and ensure that each of the two one-slip shuttle docking facilities authorized by this lease shall be used by a shallow draft pontoon boat serving as a shuttle vessel to transport residents and guests of the Pelican Landing Community Association, Inc. and the Hyatt Regency Coconut Point Resort.

B. 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.

C. 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 an engine fully trimmed and the vessel fully loaded is maintained to prevent damage to grassbeds and shellfish bars.

- D. During the term of the lease and all subsequent renewal terms, the Lessee shall maintain the marine information display and maintain awareness signs as required by the State of Florida Department of Environmental Protection Environmental Resource Permit No. 352193498-001, dated March 1, 2003, and Modified Permit No. 352193498, dated June 2, 2004.
- E. Any vessel moored at the docking facility on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured to overall length including all parts and accessories such as outboard motors, bow pipes, and swim platforms.
- F. Vessels that either do not possess a current vessel registration and title as required by Chapters 227 and 228, Florida Statutes or do so have a current vessel registration and title as required in another state or country are prohibited within the leased premises.
- G. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.

WITNESSES:

Michelle Brady
Original Signature

Michelle Brady
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

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

BY: Jeffery M. Gentry (SEAL)
Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration, Division
of State Lands, State of Florida 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"

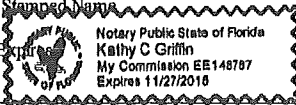
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of August, 2012, by
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida 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:

Sam H. Hines
DEP Attorney

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name
My Commission Expires

Commission/Serial No.

WITNESSES:

Marie Martel
Original Signature

MARIE MARTEL
Typed/Printed Name of Witness

Cynthia Reuter-Zingraff
Original Signature

Cynthia Reuter-Zingraff
Typed/Printed Name of Witness

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

BY: John Duder
Original Signature of Executing Authority

John Duder
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 13 day of August, 2012, by
John Duder as President of Pelican Landing Community Association, Inc., a Florida non-profit 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:

Cynthia Reuter-Zingraff
Signature of Notary Public

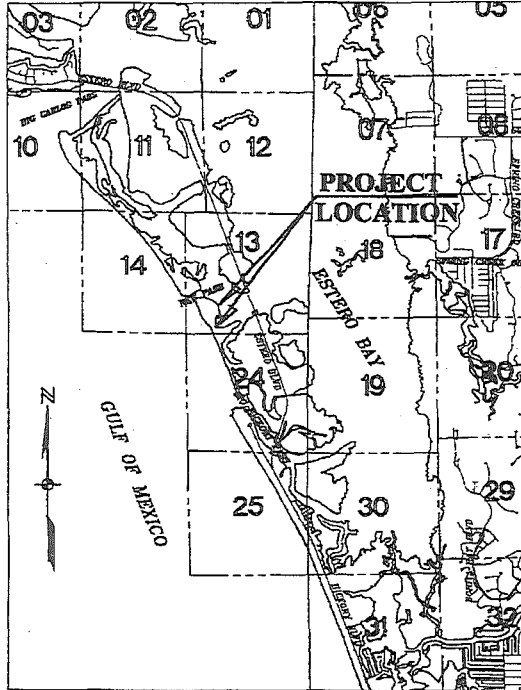
Notary Public, State of Florida

Cynthia Reuter-Zingraff
Printed, Typed or Stamped Name

Commission/Serial No. EE 104022



S:\2008\772\Submerged Land Leases\2008772 - Submerged Land Leases - Big Hickory Island.dwg (Sheet 1) 09 Sep 02, 2010 - 2:22



VICINITY MAP
 0 1500 3000 6000
 (INTENDED DISPLAY SCALE: 1"=6000')

SURVEYOR'S NOTES:

1. DATE OF LAST FIELDWORK: AUGUST 27, 2009.
2. BEARINGS SHOWN ARE BASED ON STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983 (CORSS96) 2002.0 SYSTEM WHEREIN THE CENTERLINE OF STATE ROAD NO. 5-665 BEARS NORTH 24°28'41" WEST.
3. THERE ARE NO VISIBLE APPARENT PHYSICAL USES OTHER THAN THOSE SHOWN.
4. SUBSTANTIAL VISIBLE IMPROVEMENTS OTHER THAN THOSE SHOWN, NOT LOCATED.
5. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. ELEVATIONS SHOWN HEREON ARE IN FEET AND IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AND BASED ON A LEVEL RUN FROM NATIONAL GEODETIC SURVEY BENCHMARK C 248 (PID AD1335) STAMPED C 248 1965 AND HAVING A PUBLISHED ELEVATION OF 22.08 FEET.
8. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
9. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO DELINEATE THE BOUNDARIES AND LOCATION OF A SUBMERGED LAND LEASE LYING IN NEW PASS.
10. COORDINATES SHOWN HEREON ARE STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983 (CORSS96) 2002.0 SYSTEM, AND CALCULATED FROM FIELD GPS SURVEY OBSERVATIONS.
11. RIPARIAN RIGHTS LINES PLOTTED PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF SURVEY AND MAPPING ALLOCATION OF RIPARIAN RIGHTS INSTRUCTIONS (SLER 0950) AND SUBJECT TO VERIFICATION BY SAID DEPARTMENT.
12. STRAP NUMBERS SHOWN HEREON WERE TAKEN FROM 2009 LEE COUNTY GEOGRAPHIC INFORMATION SYSTEM.
13. MEAN HIGH WATER ELEVATION WAS CALCULATED TO BE 0.27 FEET (NAVD88) BY USING A STRAIGHT LINE INTERPOLATION BETWEEN LEE COUNTY TIDE INTERPOLATION POINTS 100231 WITH MEAN HIGH WATER ELEVATION OF 0.23' (NAVD88) AND 100234 WITH MEAN HIGH WATER ELEVATION OF 0.30 FEET (NAVD88).
14. THIS IS A FIELD SURVEY.

LEGEND

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- DESC. = DESCRIPTION
- EL = ELEVATION
- NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
- PB = PLAT BOOK
- PG = PAGE
- OR = OFFICIAL RECORDS BOOK
- W/ = WITH
- LB = LICENSED BUSINESS
- SRD = STATE ROAD
- FD. = FOUND
- = FOUND 5/8" IRON ROD WITH CAP LB 642 (UNLESS OTHERWISE NOTED)

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

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

IN MY PROFESSIONAL OPINION, AS A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE AND PLATTED UNDER MY DIRECTION, DATED AS SHOWN IN NOTE 1 ABOVE AND MADE IN ACCORDANCE WITH CHAPTER 472.027, FLORIDA STATUTES.

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: SEP 02 2010
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS CERTIFICATION IS TO THE DATE OF LAST FIELD WORK AS SHOWN AND NOT THE SIGNATURE DATE.

RECEIVED
 SEP 02 2010
 D.E.P. South District

SUBMERGED LAND LEASE
 LYING IN
 NEW PASS
 BIG HICKORY ISLAND
 GOVERNMENT LOT 3
 SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

**SPECIFIC PURPOSE SURVEY
 SUBMERGED LAND LEASE**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/28/09	20087772	13-47-24	AS SHOWN	1 OF 6

S:\20087772\Submerged Land Lease\20087772 - Submerged Land Lease - Big Hickory Island.dwg (Sheet 4) 1d Sep 02, 2010 - 2:24

NORTHERN LEASE DESCRIPTION

SUBMERGED LAND LEASE
 LYING IN
 NEW PASS
 BIG HICKORY ISLAND
 GOVERNMENT LOT 3
 SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF SUBMERGED LAND LYING IN NEW PASS OFF THE SHORE OF BIG HICKORY ISLAND WHICH TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF A TURN-AROUND ON STATE ROAD NO. S-865 (SRD STATION 19+84.57) (HICKORY BOULEVARD) THENCE NORTH 24°28'41" WEST ON THE NORTHERLY PROLONGATION OF THE CENTERLINE OF SAID STATE ROAD NO. S-865 FOR 266.00 FEET; THENCE SOUTH 62°26'49" WEST FOR 98.40 FEET; THENCE NORTH 27°33'11" WEST FOR 1863.42 FEET; THENCE NORTH 20°00'41" WEST FOR 1403.30 FEET; THENCE NORTH 65°00'00" EAST FOR 472.30 FEET TO AN INTERSECTION WITH THE FORMER COASTAL CONSTRUCTION SETBACK LINE AS RECORDED IN PLAT BOOK 31, PAGE 1, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTH 17°04'58" WEST ON SAID LINE FOR 895.40 FEET; THENCE RUN NORTH 30°30'28" WEST CONTINUING ON SAID LINE FOR 919.82 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY PROLONGATION OF A LINE 1.0 FOOT SOUTH OF (AS MEASURED ON A PERPENDICULAR) AND PARALLEL TO THE SOUTH FACE OF A WOOD DOCK; THENCE NORTH 59°50'31" EAST ON SAID PARALLEL LINE FOR 623.15 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF NEW PASS AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE NORTH 59°50'31" EAST ON SAID PARALLEL LINE FOR 78.83 FEET TO AN INTERSECTION WITH A LINE 3.0 FEET WEST OF (AS MEASURED ON A PERPENDICULAR) AND PARALLEL WITH THE WEST FACE OF A CONCRETE DOCK; THENCE SOUTH 30°09'29" EAST ON SAID PARALLEL LINE FOR 36.06 FEET; THENCE NORTH 59°50'31" EAST DEPARTING SAID PARALLEL LINE FOR 67.00 FEET; THENCE NORTH 30°09'29" WEST FOR 64.41 FEET; THENCE SOUTH 59°50'31" WEST FOR 67.00 FEET; THENCE SOUTH 30°09'29" EAST FOR 18.77 FEET; THENCE SOUTH 59°50'31" WEST FOR 77.46 FEET TO AN INTERSECTION WITH SAID MEAN HIGH WATER LINE OF NEW PASS; THENCE SOUTH 22°01'57" EAST ON SAID LINE FOR 9.68 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5,064 SQUARE FEET (0.12 ACRES), MORE OR LESS.

BEARINGS MENTIONED HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983 (CORS96) 2002.0 SYSTEM WHEREIN THE CENTERLINE OF STATE ROAD NO. S-865 BEARS NORTH 24°28'41" WEST.

RECEIVED
 SEP 02 2010
 D.E.P. South District

SUBMERGED LAND LEASE
 LYING IN
 NEW PASS
 BIG HICKORY ISLAND
 GOVERNMENT LOT 3
 SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3861
 E.B. #842 & L.B. #842

SPECIFIC PURPOSE SURVEY
 NORTHERN SUBMERGED LAND LEASE

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/28/09	20087772	13-47-24		4 OF 6

S:\20087772\Submerged Land Lease\20087772 - Submerged Land Lease - Big Hickory Island.dwg (Sheet 6) tjd Sep 02, 2010 - 2:22

SOUTHERN LEASE DESCRIPTION

SUBMERGED LAND LEASE
 LYING IN
 NEW PASS
 BIG HICKORY ISLAND
 GOVERNMENT LOT 3
 SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF SUBMERGED LAND LYING IN NEW PASS OFF THE SHORE OF BIG HICKORY ISLAND WHICH TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF A TURN-AROUND ON STATE ROAD NO. S-865 (SRD STATION 19+84.57) (HICKORY BOULEVARD) THENCE NORTH 24°28'41" WEST ON THE NORTHERLY PROLONGATION OF THE CENTERLINE OF SAID STATE ROAD NO. S-865 FOR 266.00 FEET; THENCE SOUTH 62°26'49" WEST FOR 98.40 FEET; THENCE NORTH 27°33'11" WEST FOR 1863.42 FEET; THENCE NORTH 20°00'41" WEST FOR 1403.30 FEET; THENCE NORTH 65°00'00" EAST FOR 472.30 FEET TO AN INTERSECTION WITH THE FORMER COASTAL CONSTRUCTION SETBACK LINE AS RECORDED IN PLAT BOOK 31, PAGE 1, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTH 17°04'58" WEST ON SAID LINE FOR 895.40 FEET; THENCE RUN NORTH 30°30'28" WEST CONTINUING ON SAID LINE FOR 204.38 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY PROLONGATION OF A LINE 1.0 FOOT SOUTH OF (AS MEASURED ON A PERPENDICULAR) AND PARALLEL TO THE SOUTH FACE OF A WOOD DOCK; THENCE NORTH 70°56'52" EAST ON SAID PARALLEL LINE FOR 39.27 FEET TO A BEND IN SAID LINE; THENCE NORTH 84°49'30" EAST ON SAID PARALLEL LINE FOR 31.47 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF NEW PASS AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE NORTH 84°49'30" EAST ALONG SAID PARALLEL LINE FOR 6.41 FEET TO AN INTERSECTION WITH A LINE 1.0 FEET WEST OF (AS MEASURED ON A PERPENDICULAR) AND PARALLEL TO THE WEST FACE OF SAID WOOD DOCK; THENCE SOUTH 04°07'27" EAST ON SAID PARALLEL LINE FOR 22.52 FEET; THENCE NORTH 85°52'33" EAST FOR 32.79 FEET; THENCE NORTH 04°07'27" WEST FOR 29.04 FEET; THENCE SOUTH 85°52'33" WEST FOR 40.97 FEET TO AN INTERSECTION WITH SAID MEAN HIGH WATER LINE; THENCE RUN THE FOLLOWING BEARINGS AND DISTANCES ON SAID MEAN HIGH WATER LINE: SOUTH 06°44'08" EAST FOR 1.03 FEET; SOUTH 22°38'59" EAST FOR 5.34 FEET; SOUTH 06°36'52" EAST FOR 0.54 FEET TO THE POINT OF BEGINNING.
 PARCEL CONTAINS 1,001 SQUARE FEET (0.02 ACRES), MORE OR LESS.

BEARINGS MENTIONED HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983 (CORS96) 2002.0 SYSTEM WHEREIN THE CENTERLINE OF STATE ROAD NO. S-865 BEARS NORTH 24°28'41" WEST.

RECEIVED
 SEP 02 2010
 D.E.P. South District

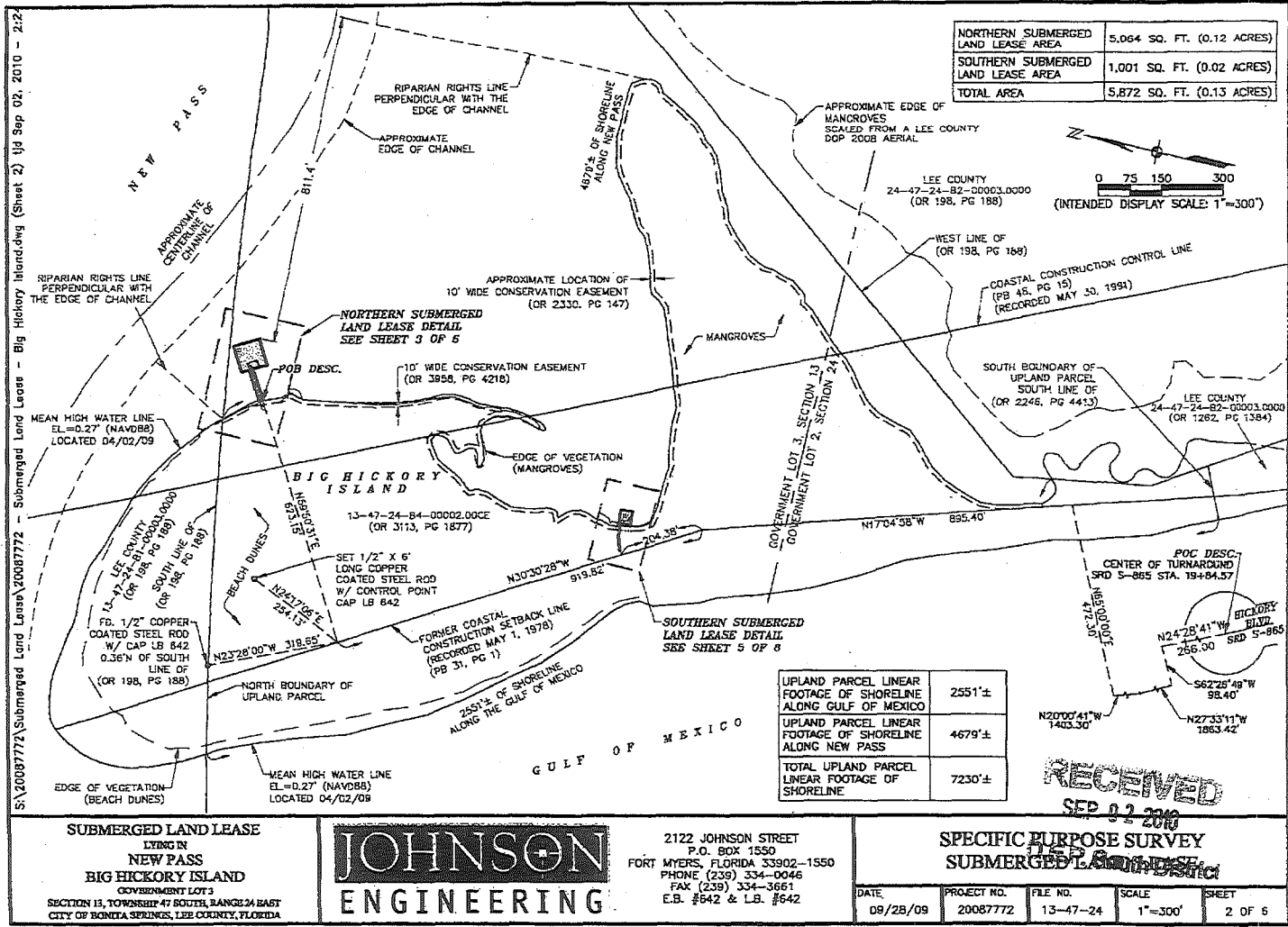
SUBMERGED LAND LEASE
 LYING IN
 NEW PASS
 BIG HICKORY ISLAND
 GOVERNMENT LOT 3
 SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

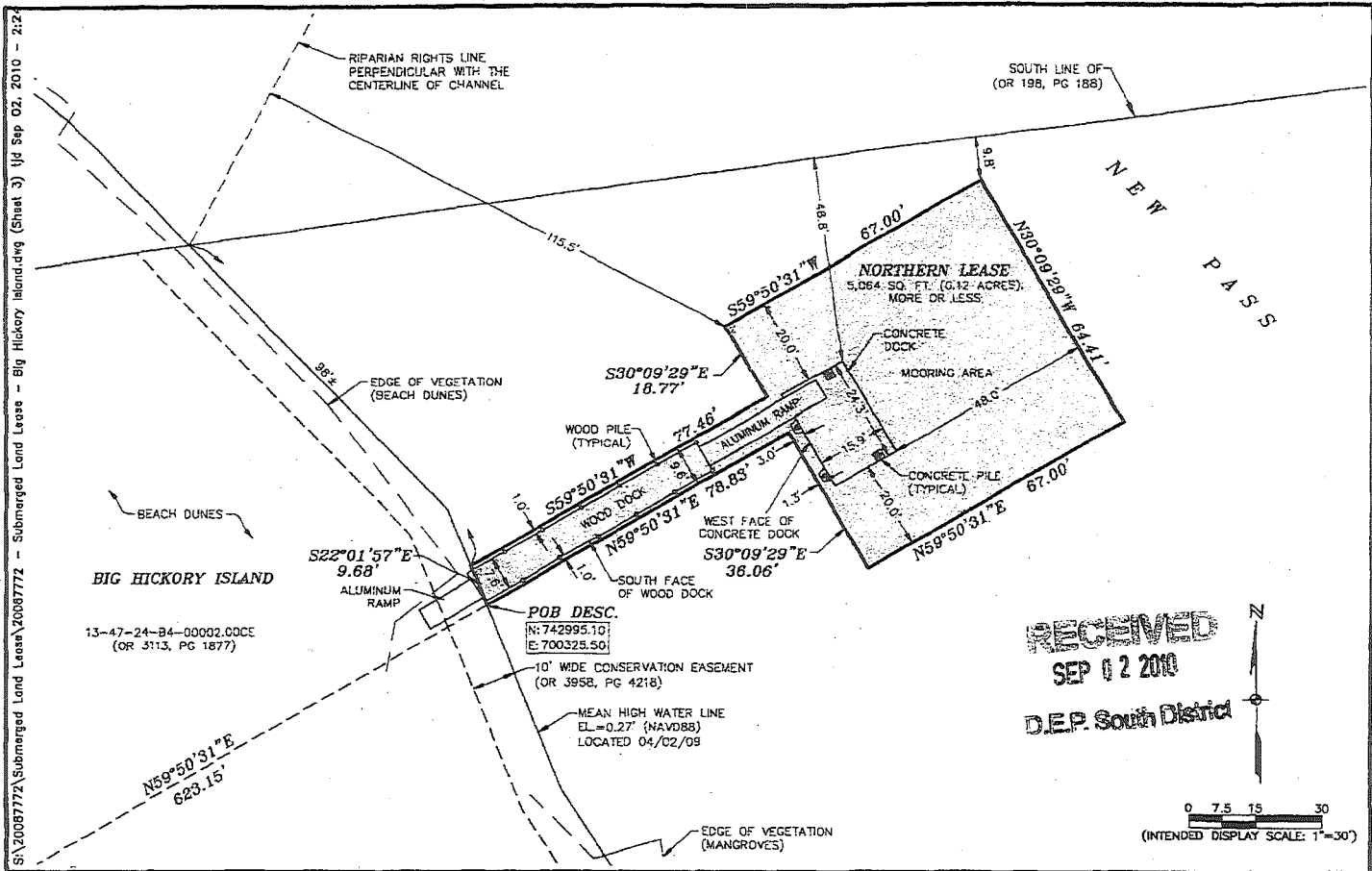


2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

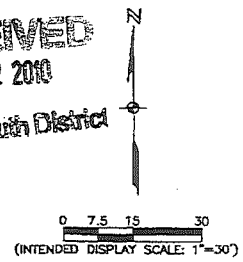
SPECIFIC PURPOSE SURVEY				
SOUTHERN SUBMERGED LAND LEASE				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/28/09	20087772	13-47-24		6 OF 6

Attachment A
 10 of 23 Pages
 SSSL No. 361857565





RECEIVED
 SEP 02 2010
 DEP. South District



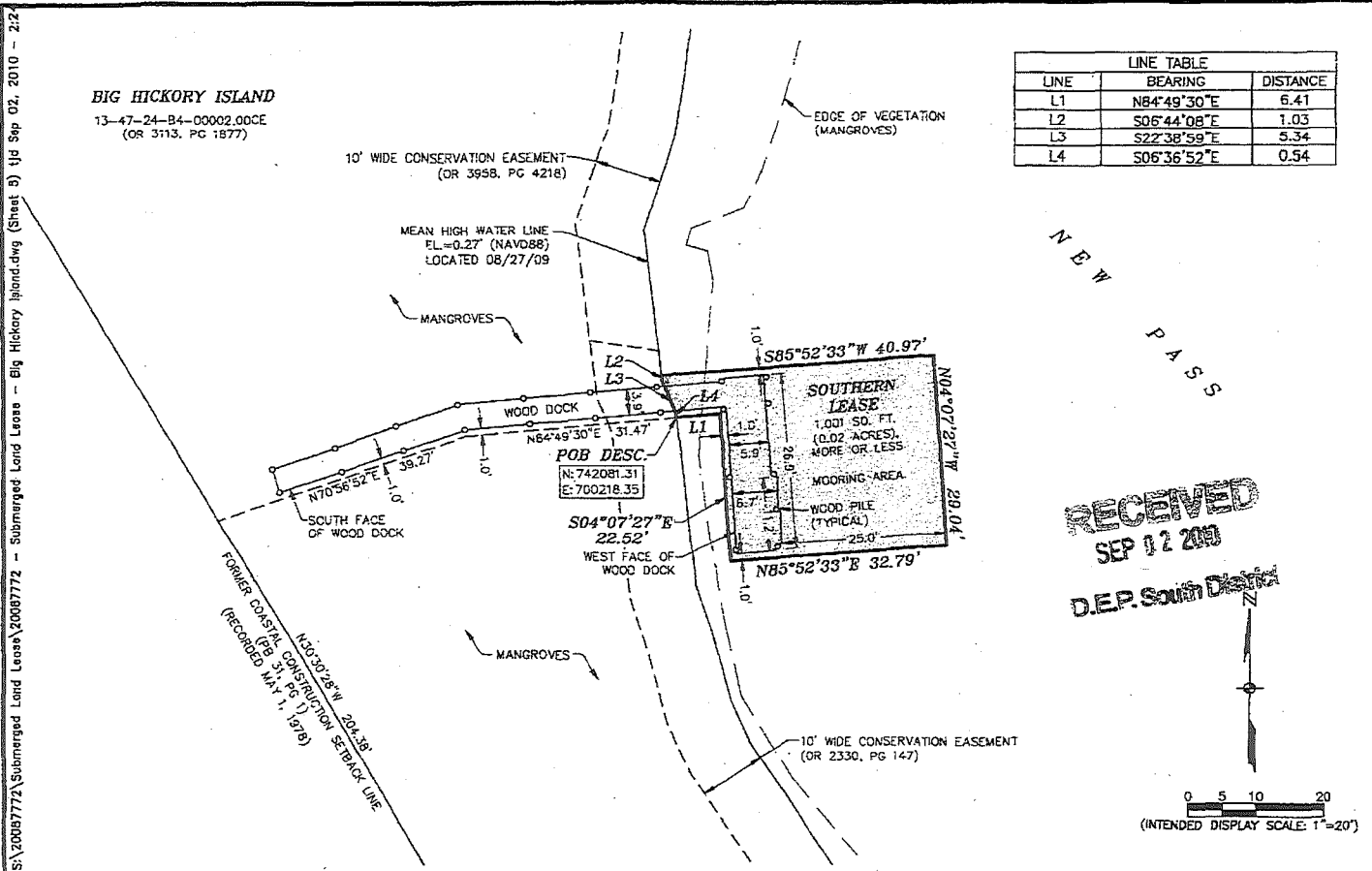
SUBMERGED LAND LEASE
 LYING IN
NEW PASS
BIG HICKORY ISLAND
 GOVERNMENT LOTS 3
 SECTION 13, TOWNSHIP 47 SOUTH, RANGE 34 EAST
 CITY OF BENTON SPRINGS, LEB COUNTY, FLORIDA

JOHNSON
ENGINEERING

2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SPECIFIC PURPOSE SURVEY
NORTHERN SUBMERGED LAND LEASE

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/28/09	20087772	13-47-24	AS SHOWN	3 OF 6



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N84°49'30"E	6.41
L2	S06°44'08"E	1.03
L3	S22°38'59"E	5.34
L4	S06°36'52"E	0.54

SUBMERGED LAND LEASE
LYING IN
NEW PASS
BIG HICKORY ISLAND
GOVERNMENT LOT 3
SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0048
FAX (239) 334-3661
E.B. #642 & L.B. #642

SPECIFIC PURPOSE SURVEY
SOUTHERN SUBMERGED LAND LEASE

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/28/09	20087772	13-47-24	1"=20'	5 OF 6

INSTR # 2011000104480 Page Number: 14 of 23

3300
60

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

3236195

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

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

THIS QUIT CLAIM DEED, executed this 19th 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, CLERK / LEE COUNTY
Deputy Clerk

After recording please return to:
Westinghouse Communities of Naples, Inc.
801 Laurel Oak Drive, Suite 500
Naples, FL 33963
RECORDED VERIFIED - CHARLIE GREEN, CLERK
BY: SRI TANCHA, P.C.

DK2314 PG2915

DK2314 P02916

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 65375B

EXHIBIT "A"

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

OR2314 PG2918

LEGAL DESCRIPTION

From the center of a turnaround on SR 865, a/k/a the Bonita Beach Road, being SRD Station 19+04.75 according to current alignment on record in SRD R/W book at the Lee County courthouse, run N.24°20'41"W.266 feet on the same course as the road centerline extending southerly of said turnaround; thence S.62°26'49"W. 90.4 feet; thence N.27°33'11"W.1063.42 feet; thence N.20°00'41"W.1603.3 feet; N.65°00'E.66.5 feet to a concrete monument; thence N.20°00'41"W. along a line of monuments a distance of 925 feet to a concrete monument and the P.O.B. From the P.O.B. run S.65°00'W. to the waters of the Gulf of Mexico, on this date being about 30 feet distant. Also from the P.O.B., run N.65°00'E. to the tidal waters of an inlet, passing a concrete monument at 133.5 feet, and meeting the waters of the inlet at a distance of about 140 feet from the P.O.B. on this date the land conveyed is the peninsula lying northerly of the last described line, and being further delineated by the following described meander line: FROM the P.O.B. run N.19°43'E. 998.50; N. 74°37'E. 414.84 feet; S.57°32' E. 130.30 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 reparation 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.

OR2314 PG2919

Commence at Station 19 plus 04.75 of State Road 8-863, which point is the center of a circular turnaround at the Northern end of Donita Beach Road, also known as the Big Hickory Road 8-863; thence along an extension of the center line of said State Road 8-863, North $24^{\circ}28'41''$ West 166 feet more or less to a survey point; thence South $82^{\circ}26'49''$ West 98.4 feet; thence North $27^{\circ}33'11''$ West 1063.42 feet to a mangrove post; thence North $20^{\circ}0'41''$ West a distance of 1803.3 feet to a point which is the point of beginning of the lands herein described; thence run North 63° East to the waters of the bay; thence run Southwesterly 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 3, Section 34, Township 42 South, Range 24 East, Lee County, Florida.

SUBJECT to taxes for the year 1968, assessments, reservations and restrictions of record.

OR2314 PG2920

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 8-063; thence along an extension of the centerline of said SR 8-063, North $24^{\circ} 28' 41''$ West 266 feet more or less to a survey point; thence South $63^{\circ} 26' 49''$ West 98.4 feet; thence North $27^{\circ} 33' 11''$ West 1867.42 feet to a mangrove post; thence North $20^{\circ} 00' 41''$ West 2207.1 feet; thence North 65° East 200 feet to the West right-of-way line of a proposed road and the point of beginning of this tract; thence North $20^{\circ} 00' 41''$ West 100 feet along the right-of-way line of said proposed road; thence South 65° West 240 feet more or less to the water of the Gulf of Mexico; thence southeasterly along the shore of the Gulf of Mexico 100 feet more or less to a point which is South 65° West of the point of beginning; thence North 65° East 40 feet more or less to the point of beginning. 8a) tract being in Government Lot 2, Section 24, Township 47 South, Range 34 East, Lee County, Florida.

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

OR2314 PG2921

CHARLIE GREEN LEE CTY FL
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.

15:00
15:70

4626479

UK3113 PG1877

Strap Numbers: 24-47-24-00-00001.0000
24-47-24-00-00001.0010
24-47-24-00-00001.0020

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

Documentary Tax Pd. \$ 70
Intangible Tax Pd
CHARLIE GREEN, CLERK, LEE COUNTY
by Karen Cartwright Deputy Clerk

(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).

THIS QUIT CLAIM DEED, executed this 29 day of October, 1998, by Jay A. Brett, unmarried and individually, 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 14830 Burnt Pine Drive, Suite 5, Bonita Springs, Florida 34134, 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 of 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 Exhibit "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 property 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.

RECORDED BY
KAREN CARTWRIGHT, D.C.

quitclaim-jb

Signed, Sealed and Delivered
in the Presence of:

Lauren Taylor
LAUREN TAYLOR

J. A. Brett
Jay A. Brett, Individually

DR3113 P61878

Printed Name
Damin Domenech
DAMIN DOMENECH

Printed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29th day of October, 1998 by Jay A. Brett, unmarried and individually, who is personally known to me.



Lauren Taylor
Notary Public LAUREN TAYLOR

Printed Name
My Commission Expires:

l:quictalmjb

DESCRIPTION

FOR
BEACH PARK QUIT-CLAIM DEED ONLY

PARCEL IN
SECTIONS 13 & 24, T. 47 S., R. 24 E.
BIG HICKORY ISLAND, LEE COUNTY, FLORIDA

OR3113 Pg1879

A tract or parcel of land lying in Government Lot 3, Section 13 and Government Lots 2 and 5, Section 24, Township 47 South, Range 24 East, Big Hickory Island, Lee County, Florida which tract or parcel of land is bounded on the west by the waters of the Gulf of Mexico, on the north by the waters of New Pass, on the east by the waters of Estero Bay and on the south by the following described line:

From the center of a turnaround on State Road No. 865 (Bonita Beach Road) being S.R.D. Station 19184.75 run 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 403.47 feet; thence run S24°29'34"E for 336.04 feet to an intersection with the south line of those lands described and recorded in Official Record Book 2246, Page 4413 of the Public Records, Lee County, Florida and the Point of Beginning. From said Point of Beginning run S65°00'00"W to the waters of the Gulf of Mexico to Reference Point "A". From said Point of Beginning run N65°00'00"E to the waters of Estero Bay to Reference Point "B". The south boundary line is that which connects Reference Point "A" and Reference Point "B".

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone.

EXHIBIT "A"

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 MAY -5 PM 1:07

Created by Laura A. Sargeant on 10/28/98 9:28 AM
Last printed 10/28/98 10:36 AM
\\WC1_CAD_SVR\WC_CAD_Data\LAS\word_docs\Pelican Landing\Beach Park\Benchleg.doc