

This Instrument Prepared By:  
Amy Horton  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

USTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

VEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41520  
BOT FILE NO. 360236865  
PA NO. 0166092-001-JC

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Pelican Landing Community Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 13 and 24,  
Township 47 South, Range 24 East, in Gulf of Mexico,  
Lee County, as is more particularly described and shown  
on Attachment A, dated June 1, 2012.

TO HAVE THE USE OF the hereinabove described premises for a period of 25 years from September 24, 2012, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

1. EASEMENT CONSIDERATION: The Grantee hereby agrees to pay to the Grantor, prior to commencement of activities authorized herein and within 30 days of receipt of the fully executed easement, the sum of 19,460.00.
2. USE OF PROPERTY: The above described parcel of land shall be used solely for beach restoration and groins and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0166092-001-JC, dated September 24, 2012, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.
3. RIGHTS CRANTED: The right hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
4. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
5. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
6. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

7. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement.

8. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

9. TERMINATION: The Grantee, by acceptance of this easement, 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 Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement 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 Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

10. TAXES AND ASSESSMENTS: The Grantee 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 easement which result from the grant of this easement or the activities of Grantee hereunder.

11. RENEWAL PROVISIONS: Renewal of this easement is at the sole option of the Grantor. Such renewal shall be subject to the terms, conditions and provisions of this easement, current management standards, easement fees, and applicable laws, rules and regulations in effect at that time. In the event that Grantee is in full compliance with the terms of this easement, the Grantee may apply in writing for a renewal. Such application for renewal must be received by Grantor no later than six months prior to the expiration date of this easement. The term of any renewal granted by the Grantor shall commence on the last day of the previous easement term. If the Grantee fails to apply for a renewal, or in the event the Grantor does not grant a renewal, the Grantee shall vacate the easement premises and remove all structures and equipment occupying and erected thereon at its expense.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 9 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor 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 Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

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

15. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor

16. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

WITNESSES:

[Signature]  
Original Signature

Max K. Thurmond  
Print/Type Name of Witness

[Signature]  
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: [Signature] (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

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 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:

[Signature]  
DEP Attorney

[Signature]  
Notary Public, State of Florida

Printed, Typed or Stamped Name  
My Commission Expires  


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

WITNESSES:

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

[Signature]  
Original Signature

MARIE MARTEL  
Typed/Printed Name of Witness

[Signature]  
Original Signature

Nancy K Page  
Typed/Printed Name of Witness

BY: [Signature]  
Original Signature of Executing Authority

John Duder  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"GRANTEE"

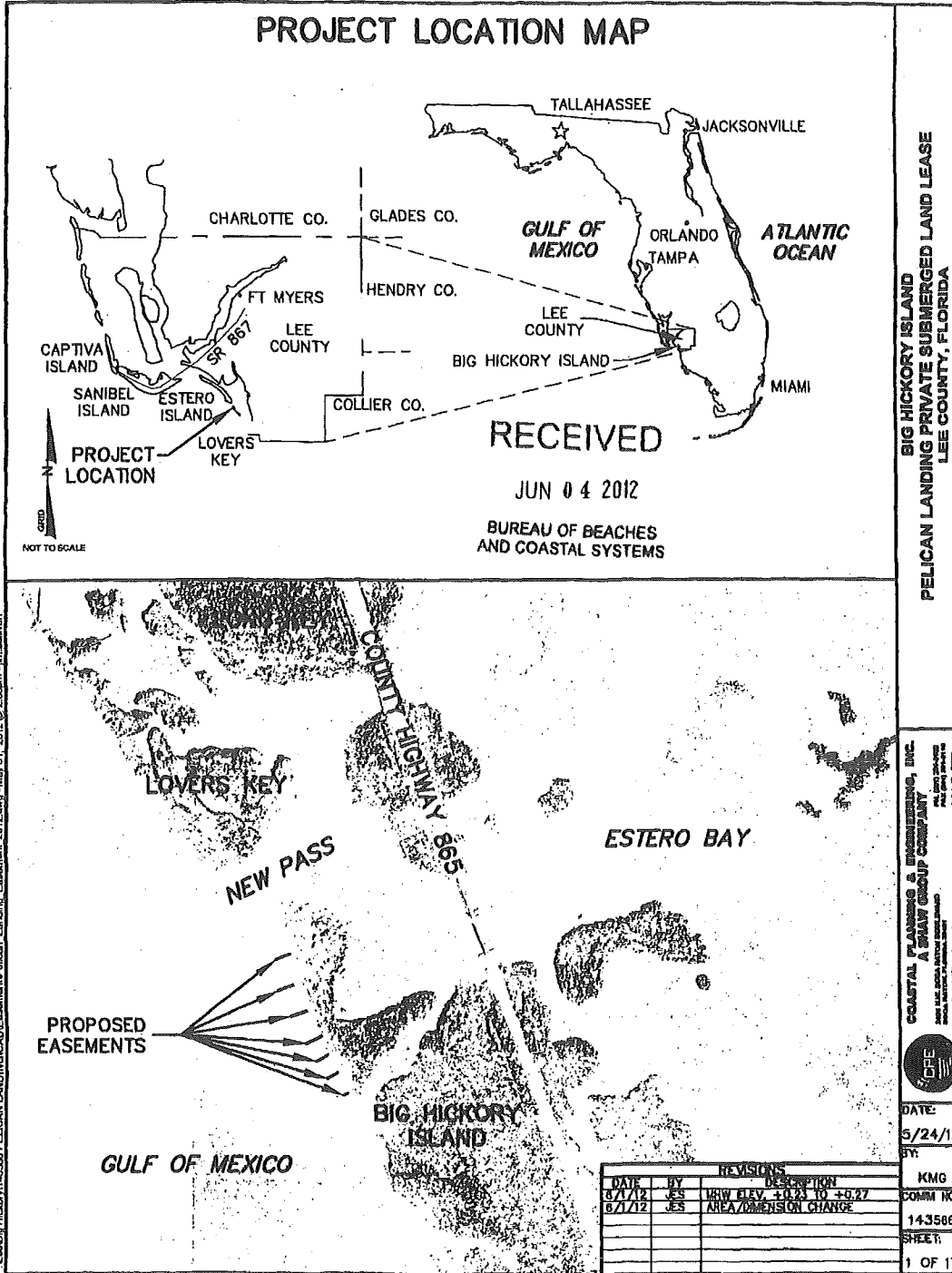
STATE OF Florida  
COUNTY OF Lee

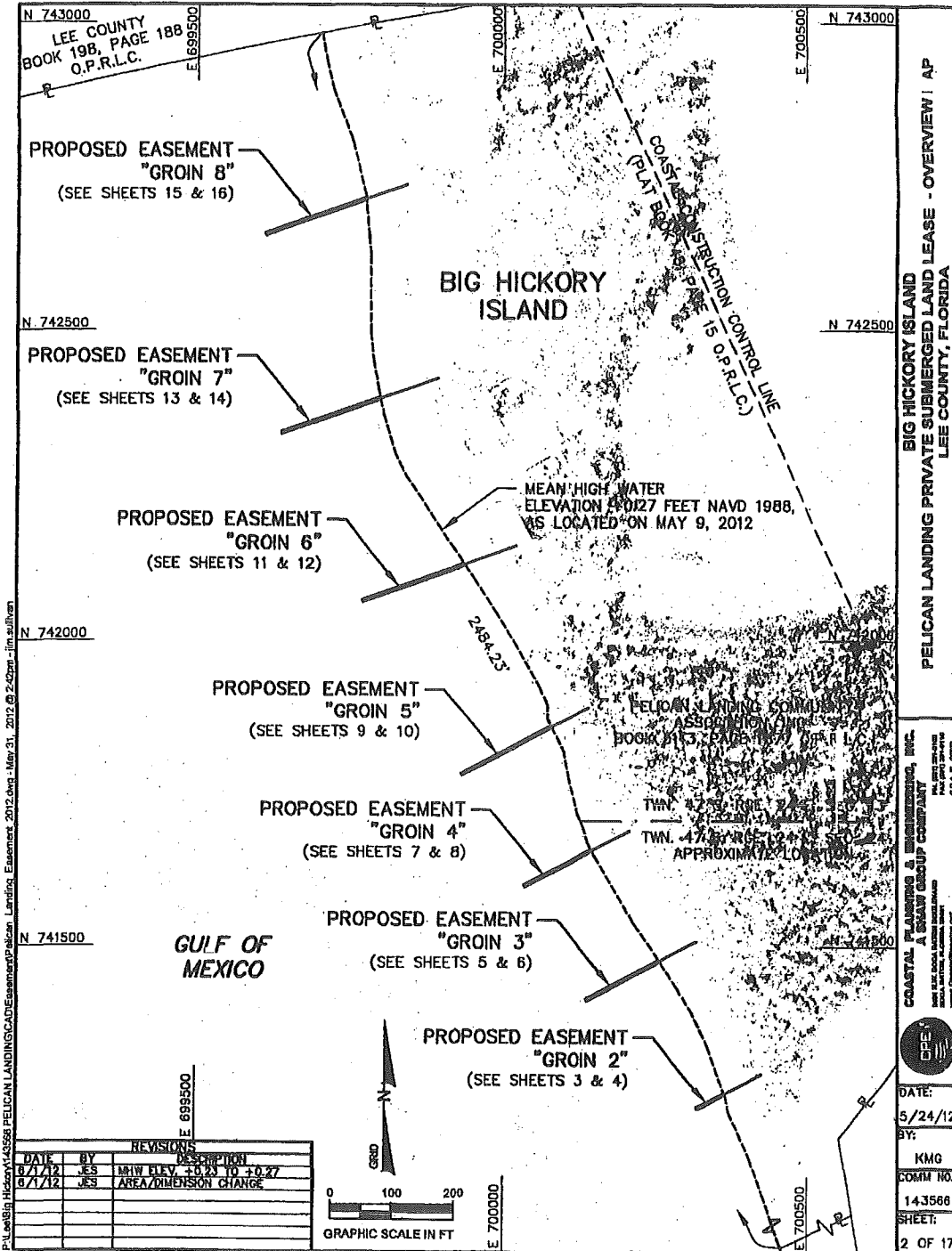
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2012, by  
John Duder as President of Pelican Landing Community Association, Inc., a Florida nonprofit corporation, for and on behalf of  
the corporation. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:  
June 27, 2015  
Commission/Serial No. EE104022

[Signature]  
Notary Public, State of FLORIDA

Printed, Typed or Stamped Name  
EXPIRES: June 27, 2015  

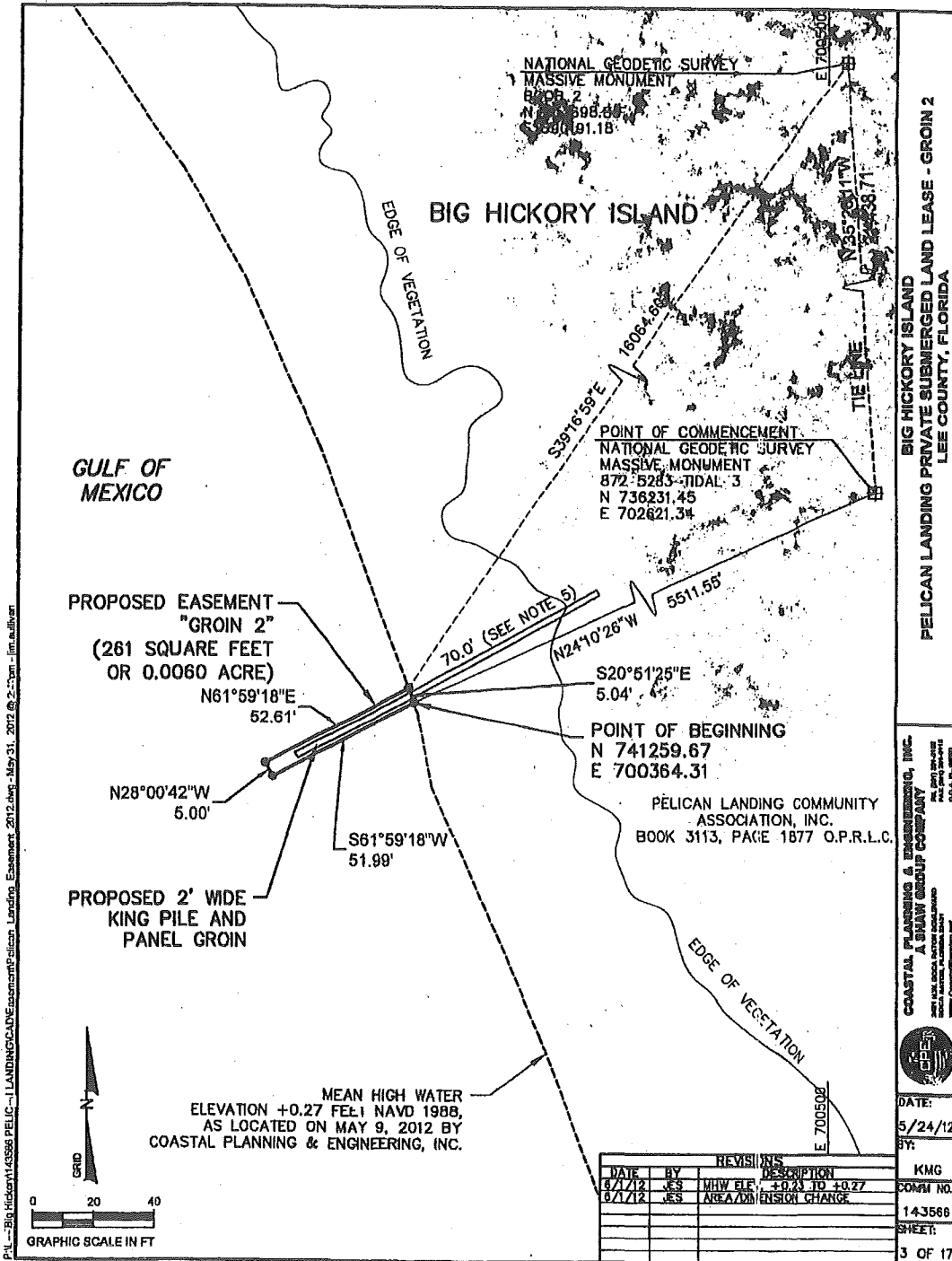


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REVISIONS		
DATE	BY	DESCRIPTION
6/7/12	JES	MHW ELEV. +0.23 TO +0.27
6/7/12	JES	AREA/DIMENSION CHANGE

**BIG HICKORY ISLAND**  
**PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - OVERVIEW I AP**  
 LEE COUNTY, FLORIDA

COASTAL ENGINEERS & SURVEYORS, INC.  
 A FLORIDA PROFESSIONAL CORPORATION  
 143568 PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - OVERVIEW I AP  
 SHEET NO. 143568  
 DATE: 5/24/12  
 BY: KMG  
 COMM. NO. 143568  
 SHEET: 2 OF 17



P:\1-2012\2012000283819\PELICAN LANDING\GROIN 2.dwg - May 31, 2012 @ 2:27pm - Jim Sullivan

**LEGAL DESCRIPTION :**

GROIN 2 -

A PARCEL OF SUBMERGED LAND BEING 5 FEET WIDE AND LYING WITHIN THE GULF OF MEXICO IN SECTION 24 TOWNSHIP 47 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONTROL MONUMENT "872 5283 TIDAL 3", HAVING FOR ITS COORDINATES NORTH 736231.45 AND EAST 702621.34 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE; THENCE NORTH 24° 10' 26" WEST, (BEARINGS ARE BASED ON NORTH 35° 26' 11" WEST BETWEEN CONTROL MONUMENTS "872 5283 TIDAL 3 AND BOOB 2"), 5511.55 FEET TO THE MEAN HIGH WATERLINE AND POINT OF BEGINNING, HAVING FOR ITS COORDINATES NORTH 741259.67 AND EAST 700364.31;

THENCE SOUTH 61° 59' 18" WEST, 51.99 FEET TO A POINT; THENCE NORTH 28° 00' 42" WEST, 5.00 FEET TO A POINT; THENCE NORTH 61° 59' 18" EAST, 52.61 FEET TO A POINT LYING IN SAID MEAN HIGH WATERLINE, AND BEING SOUTH 39° 16' 59" EAST, 16064.60 FEET FROM AFORE MENTIONED MONUMENT "BOOB 2" HAVING FOR ITS COORDINATES NORTH 753698.83 AND EAST 690191.18 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE; THENCE SOUTH 20° 51' 25" EAST, WITH THE MEAN HIGH WATERLINE, 5.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 261 SQUARE FEET OR 0.0060 ACRE.

BIG HICKORY ISLAND  
PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - GROIN 2  
LEE COUNTY, FLORIDA

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COASTAL PLANNING & ENGINEERING, INC.  
A SHAW GROUP COMPANY  
1001 N.W. 103rd Ave., Suite 100  
Miami, FL 33157  
Tel: 305-443-1100  
Fax: 305-443-1101  
www.coastalpe.com



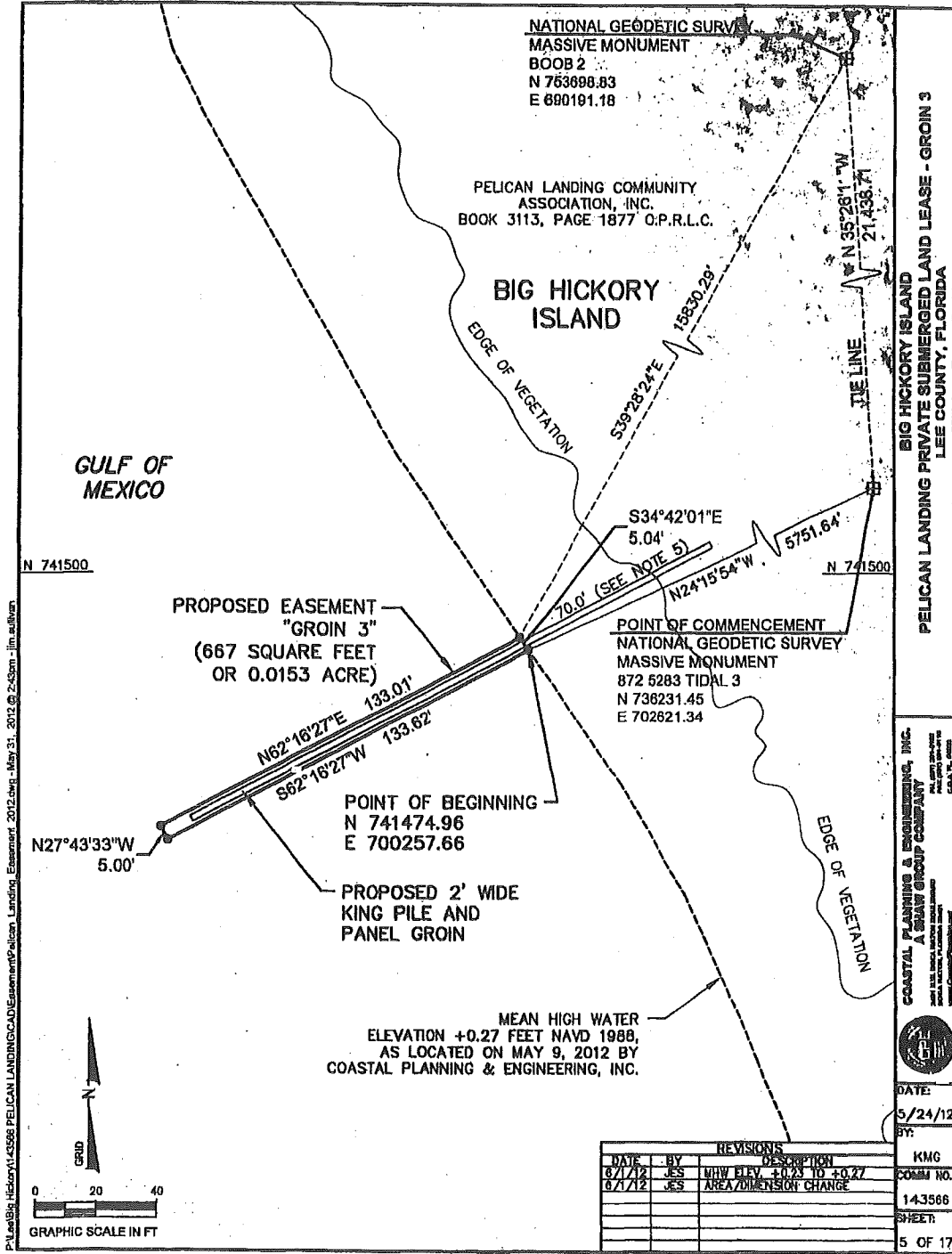
DATE  
5/24/12

BY:

REVISIONS		
DATE	BY	DESCRIPTION
8/1/12	JES	MHW ELEV. +0.25 TO +0.27
8/1/12	JES	AREA/DIRECTION CHANGE

KMG  
COMM NO.:  
143586  
SHEET:  
4 OF 17





**LEGAL DESCRIPTION :**

GROIN 3 -

A PARCEL OF SUBMERGED LAND BEING 5 FEET WDE AND LYING WITHIN THE GULF OF MEXICO IN SECTION 24 TOWNSHIP 47 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONTROL MONUMENT "872 5283 TIDAL 3", HAVING FOR ITS COORDINATES NORTH 736231.45 AND EAST 702621.34 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE;  
 THENCE NORTH 24° 15' 54" WEST, (BEARINGS ARE BASED ON NORTH 35° 26' 11" WEST BETWEEN CONTROL MONUMENTS "872 5283 TIDAL 3 AND BOOB 2"), 5751.64 FEET TO THE MEAN HIGH WATERLINE AND POINT OF BEGINNING, HAVING FOR ITS COORDINATES NORTH 741474.96 AND EAST 700257.66;

THENCE SOUTH 62° 16' 27" WEST, 133.62 FEET TO A POINT;  
 THENCE NORTH 27° 43' 33" WEST, 5.00 FEET TO A POINT;  
 THENCE NORTH 62° 16' 27" EAST, 133.01 FEET TO A POINT LYING IN SAID MEAN HIGH WATERLINE, AND BEING SOUTH 39° 28' 24" EAST, 15830.29 FEET FROM AFORE MENTIONED MONUMENT "BOOB 2" HAVING FOR ITS COORDINATES NORTH 753698.83 AND EAST 690191.18 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE;  
 THENCE SOUTH 34° 42' 01" EAST, WITH THE MEAN HIGH WATERLINE, 5.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 667 SQUARE FEET OR 0.0153 ACRE.

BIG HICKORY ISLAND  
 PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - GROIN 3  
 LEE COUNTY, FLORIDA

COASTAL PLANNING & ENGINEERING, INC.  
 A BARRY GROUP COMPANY  
 1001 W. STATE ROAD 1000, SUITE 1000  
 TAMPA, FLORIDA 33606  
 TEL: (813) 281-1111  
 FAX: (813) 281-1112  
 WWW.COASTALPE.com



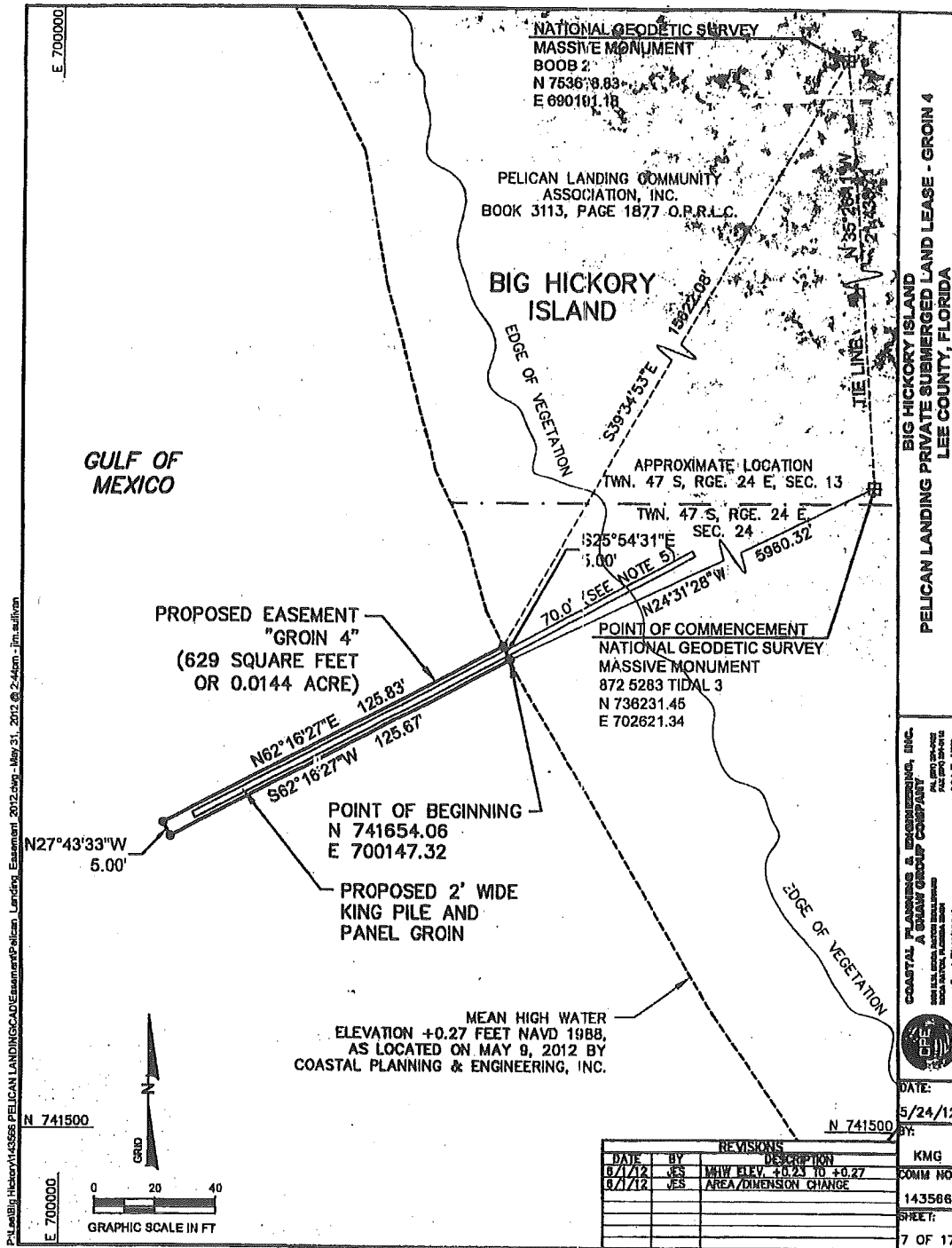
DATE:  
 5/24/12

BY:

REVISIONS		
DATE	BY	DESCRIPTION
6/7/12	JES	INHW ELEV. +0.43 TO 1.027
6/7/12	JES	AREA/DIMENSION CHANGE

KMG  
 COMM NO.:  
 143566  
 SHEET:  
 6 OF 17

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BIG HICKORY ISLAND  
PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - GROIN 4  
LEE COUNTY, FLORIDA

COASTAL PLANNING & ENGINEERING, INC.  
A BIRDA GROUP COMPANY  
1000 U.S. HIGHWAY 90 SOUTH, SUITE 100  
DADE COUNTY, FLORIDA 33138  
www.CoastalPE.com  
C.O.A.R. 00001

**LEGAL DESCRIPTION :**

GROIN 4 -

A PARCEL OF SUBMERGED LAND BEING 5 FEET WIDE AND LYING WITHIN THE GULF OF MEXICO IN SECTION 24 TOWNSHIP 47 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONTROL MONUMENT "872 5283 TIDAL 3", HAVING FOR ITS COORDINATES NORTH 736231.45 AND EAST 702621.34 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE;

THENCE NORTH 24° 31' 28" WEST, (BEARINGS ARE BASED ON NORTH 35° 26' 11" WEST BETWEEN CONTROL MONUMENTS "872 5283 TIDAL 3 AND BOOB 2"), 5960.32 FEET TO THE MEAN HIGH WATERLINE AND POINT OF BEGINNING, HAVING FOR ITS COORDINATES NORTH 741654.06 AND EAST 700147.32;

THENCE SOUTH 62° 16' 27" WEST, 125.67 FEET TO A POINT; THENCE NORTH 27° 43' 33" WEST, 5.00 FEET TO A POINT; THENCE NORTH 62° 16' 27" EAST, 125.83 FEET TO A POINT LYING IN SAID MEAN HIGH WATERLINE, AND BEING SOUTH 39° 34' 53" EAST, 15622.08 FEET FROM AFORE MENTIONED MONUMENT "BOOB 2" HAVING FOR ITS COORDINATES NORTH 753698.83 AND EAST 690191.18 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE; THENCE SOUTH 25° 54' 31" EAST, WITH THE MEAN HIGH WATERLINE, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 629 SQUARE FEET OR 0.0144 ACRE.

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BIG HICKORY ISLAND  
 PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - GROIN 4  
 LEE COUNTY, FLORIDA

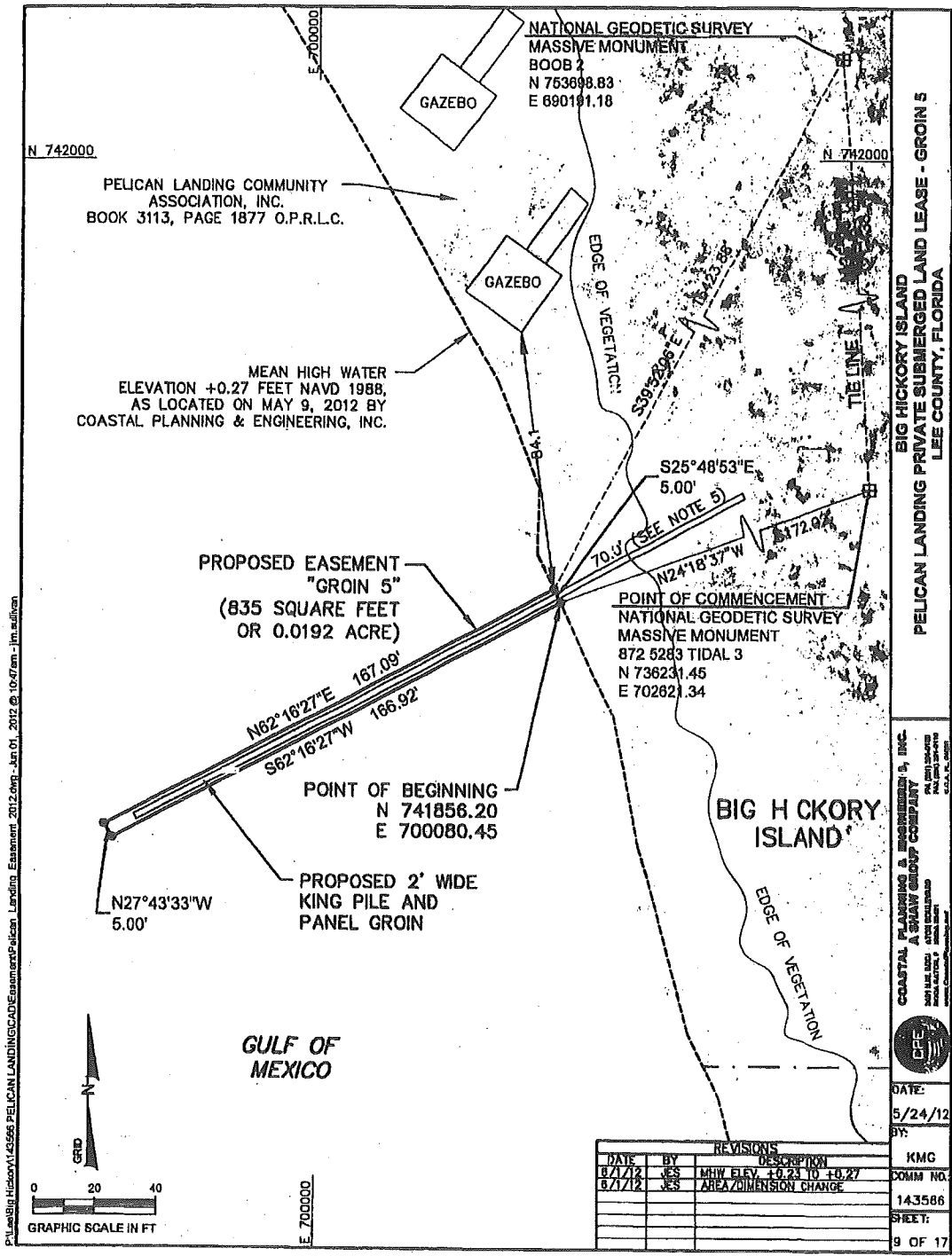
COASTAL PLANNING & ENGINEERING, INC.  
 A SHAW GROUP COMPANY  
 10000 W. BOULEVARD  
 SUITE 100  
 TAMPA, FLORIDA 33613  
 TEL: 813-973-1100  
 FAX: 813-973-1101  
 WWW.COASTALPE.com  
 C.A.A. # 1000



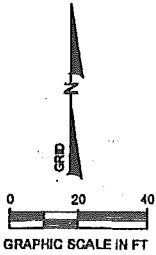
DATE:  
 5/24/12  
 BY:

REVISIONS		
DATE	BY	DESCRIPTION
5/1/12	JES	MHW ELEV. +0.23 TO +0.27
5/1/12	JES	AREA/DIMENSION CHANGE

KMG  
 COMM NO. 143568  
 SHEET: 8 OF 17



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REVISIONS		
DATE	BY	DESCRIPTION
6/17/12	JES	MHW ELEV. +0.24 TO +0.27
6/17/12	JES	AREA/DIMENSION CHANGE

DATE: 5/24/12  
 BY: KMG  
 COMM NO.: 143566  
 SHEET: 9 OF 17

**LEGAL DESCRIPTION :**

GROIN 5 -

A PARCEL OF SUBMERGED LAND BEING 5 FEET WIDE AND LYING WITHIN THE GULF OF MEXICO IN SECTION 13 TOWNSHIP 47 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONTROL MONUMENT "B/2 5283 TIDAL 3", HAVING FOR ITS COORDINATES NORTH 736231.45 AND EAST 702621.34 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE;  
 THENCE NORTH 24° 18' 37" WEST, (BEARINGS ARE BASED ON NORTH 35° 26' 11" WEST BETWEEN CONTROL MONUMENTS "B72 5283 TIDAL 3 AND BOOB 2"), 6172.02 FEET TO THE MEAN HIGH WATERLINE AND POINT OF BEGINNING, HAVING FOR ITS COORDINATES NORTH 741856.20 AND EAST 700080.45;

THENCE SOUTH 62° 16' 27" WEST, 166.92 FEET TO A POINT;  
 THENCE NORTH 27° 43' 33" WEST, 5.00 FEET TO A POINT;  
 THENCE NORTH 62° 16' 27" EAST, 167.09 FEET TO A POINT LYING IN SAID MEAN HIGH WATERLINE, AND BEING SOUTH 39° 52' 06" EAST, 15423.88 FEET FROM AFORE MENTIONED MONUMENT "BOOB 2" HAVING FOR ITS COORDINATES NORTH 753698.83 AND EAST 690191.18 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE;  
 THENCE SOUTH 25° 48' 53" EAST, WITH THE MEAN HIGH WATERLINE, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 835 SQUARE FEET OR 0.0192 ACRE.

**BIG HICKORY ISLAND  
 PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - GROIN 5  
 LEE COUNTY, FLORIDA**

**COASTAL PLANNING & ENGINEERING, INC.  
 A SHAW GROUP COMPANY**  
PA. 001 29-4722  
 AND 001 29-4723  
 10000 BAYVIEW BLVD. SUITE 100  
 BAYVIEW, FLORIDA 33154  
 WWW.COASTALPE.com



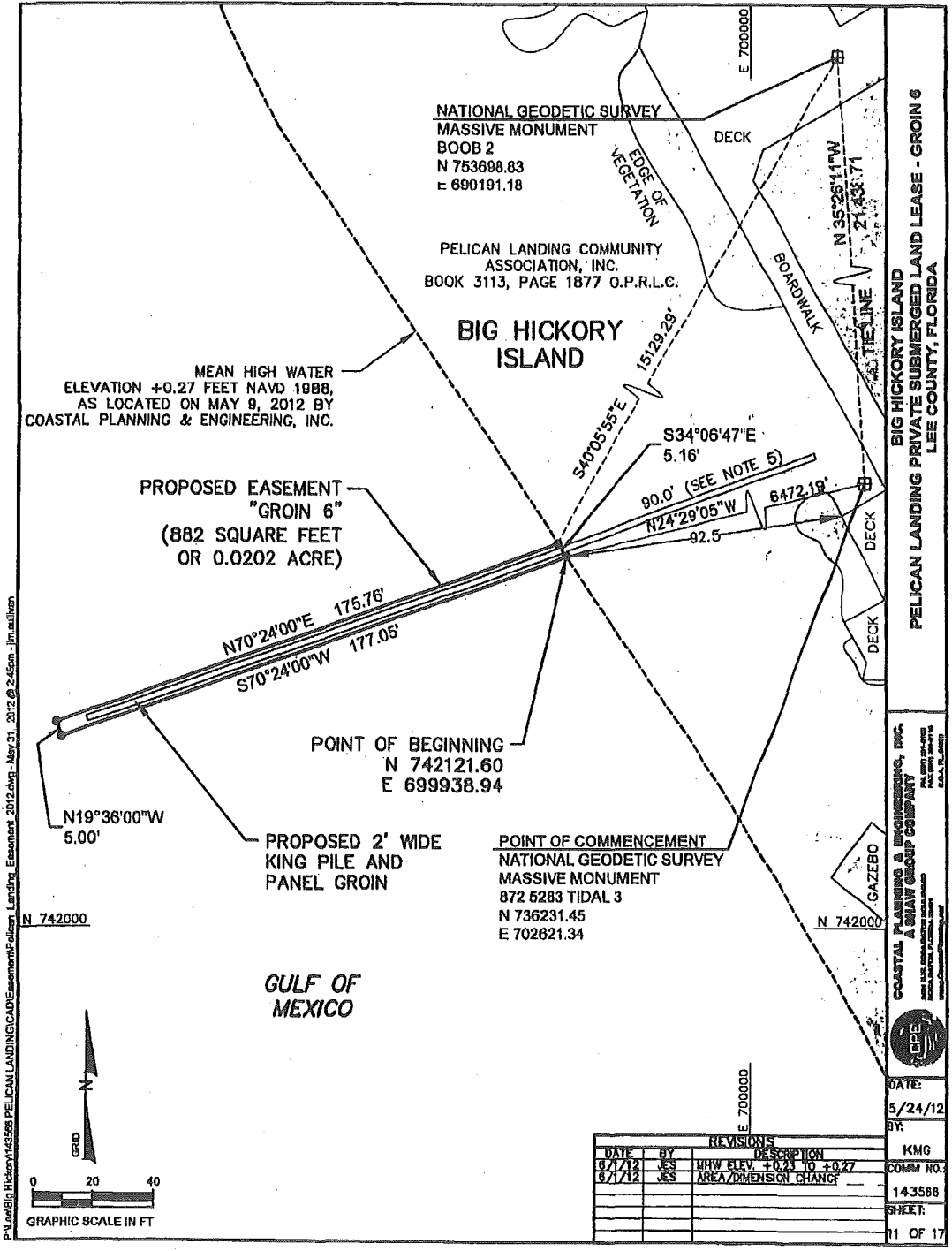
DATE: 5/24/12

BY: KMG

REVISIONS		
DATE	BY	DESCRIPTION
6/7/12	JES	MINI ELEV. +10.43 TO +10.27
6/7/12	JES	AREA/DIMENSION CHANGE

COMM NO.: 143566  
 SHEET: 10 OF 17

PLEASE SEE PLAT



**LEGAL DESCRIPTION :**

GROIN 6 -

A PARCEL OF SUBMERGED LAND BEING 5 FEET WIDE AND LYING WITHIN THE GULF OF MEXICO IN SECTION 13 TOWNSHIP 47 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONTROL MONUMENT "872 5283 TIDAL 3", HAVING FOR ITS COORDINATES NORTH 736231.45 AND EAST 702621.34 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE;

THENCE NORTH 24° 29' 05" WEST, (BEARINGS ARE BASED ON NORTH 35° 26' 11" WEST BETWEEN CONTROL MONUMENTS "872 5283 TIDAL 3 AND BOOB 2"), 6472.19 FEET TO THE MEAN HIGH WATERLINE AND POINT OF BEGINNING, HAVING FOR ITS COORDINATES NORTH 742121.60 AND EAST 699938.94;

THENCE SOUTH 70° 24' 00" WEST, 177.05 FEET TO A POINT; THENCE NORTH 19° 36' 00" WEST, 5.00 FEET TO A POINT; THENCE NORTH 70° 24' 00" EAST, 175.76 FEET TO A POINT LYING IN SAID MEAN HIGH WATERLINE, AND BEING SOUTH 40° 05' 55" EAST, 15129.29 FEET FROM AFORE MENTIONED MONUMENT "BOOB 2" HAVING FOR ITS COORDINATES NORTH 753698.83 AND EAST 690191.18 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE; THENCE SOUTH 34° 06' 47" EAST, WITH THE MEAN HIGH WATERLINE, 5.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 882 SQUARE FEET OR 0.0202 ACRE.

Easement 2012.dwg - May 31, 2012 @ 2:45pm - jlm.sullivan

P:\Lee\Bldg.H

BIG HICKORY ISLAND  
PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - GROIN 6  
LEE COUNTY, FLORIDA

COASTAL PLANNING & ENGINEERING, INC.  
A SHAW GROUP COMPANY  
10010 W. STATE ROAD 10  
SUITE 100  
DADE CITY, FLORIDA 34608  
TEL: 813-841-1111  
FAX: 813-841-1112  
WWW.COASTALPE.com



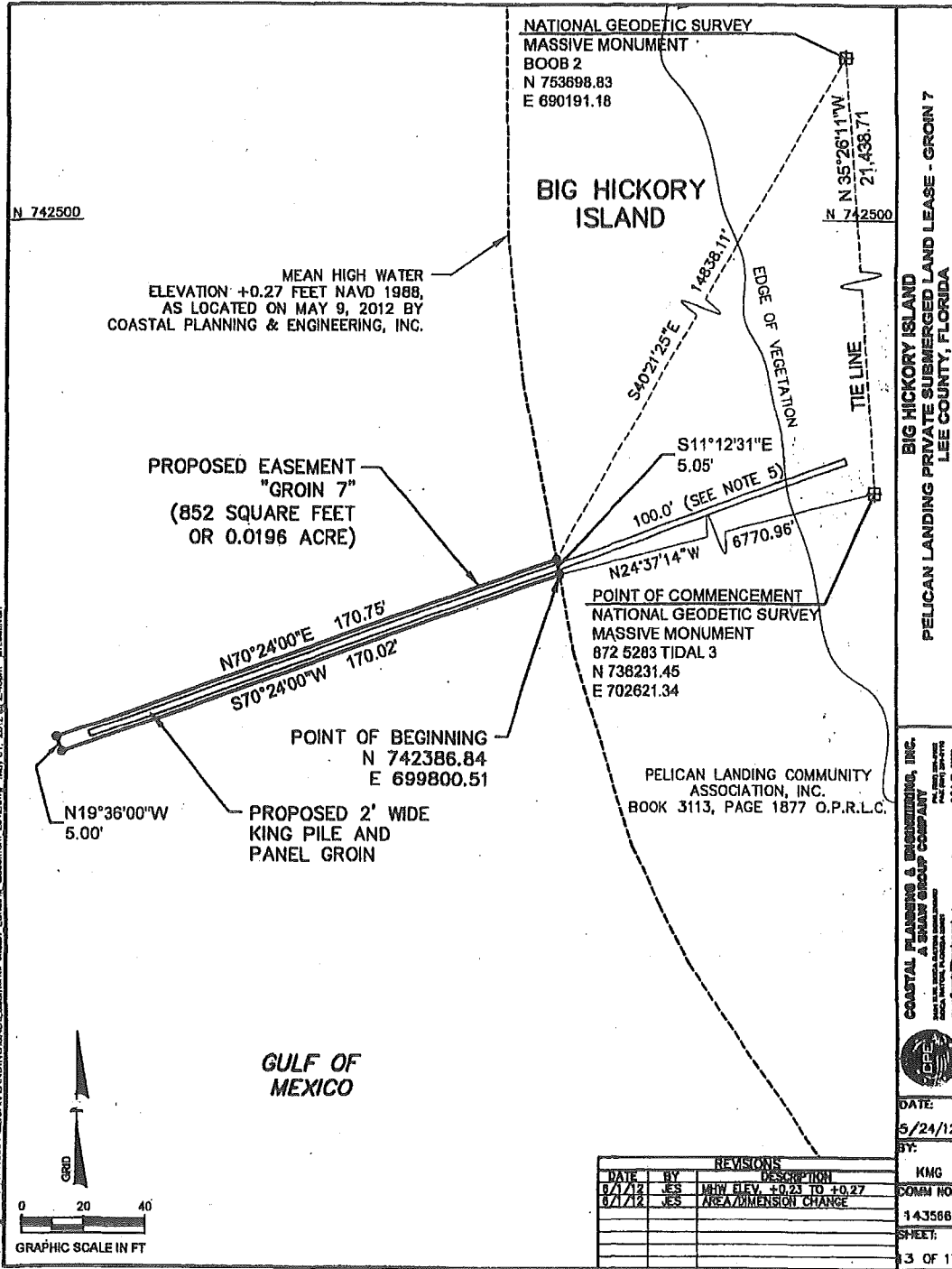
DATE:  
5/24/12

BY:

REVISIONS		
DATE	BY	DESCRIPTION
07/12	JES	MHW ELEV. +0.21 TO +0.27
07/12	JES	AREA/DIMENSION CHANGE

KMG  
COMM NO.  
143566  
SHEET  
12 OF 17





**LEGAL DESCRIPTION :**

GROIN 7 -

A PARCEL OF SUBMERGED LAND BEING 5 FEET WIDE AND LYING WITHIN THE GULF OF MEXICO IN SECTION 13 TOWNSHIP 47 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONTROL MONUMENT "872 5283 TIDAL 3", HAVING FOR ITS COORDINATES NORTH 736231.45 AND EAST 702621.34 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE;  
 THENCE NORTH 24° 37' 14" WEST, (BEARINGS ARE BASED ON NORTH 35° 26' 11" WEST BETWEEN CONTROL MONUMENTS "872 5283 TIDAL 3 AND BOOB 2"), 6770.96 FEET TO THE MEAN HIGH WATERLINE AND POINT OF BEGINNING, HAVING FOR ITS COORDINATES NORTH 742386.84 AND EAST 699800.51;

THENCE SOUTH 70° 24' 00" WEST, 170.02 FEET TO A POINT;  
 THENCE NORTH 19° 36' 00" WEST, 5.00 FEET TO A POINT;  
 THENCE NORTH 70° 24' 00" EAST, 170.75 FEET TO A POINT LYING IN SAID MEAN HIGH WATERLINE, AND BEING SOUTH 40° 21' 25" EAST, 14838.11 FEET FROM AFORE MENTIONED MONUMENT "BOOB 2" HAVING FOR ITS COORDINATES NORTH 753698.83 AND EAST 690191.18 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE;  
 THENCE SOUTH 11° 12' 31" EAST, WITH THE MEAN HIGH WATERLINE, 5.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 852 SQUARE FEET OR 0.0196 ACRE.

BIG HICKORY ISLAND  
 PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - GROIN 7  
 LEE COUNTY, FLORIDA

COASTAL PLANNING & ENGINEERING, INC.  
 A SHAW GROUP COMPANY  
 10000 W. STATE ROAD 100  
 SUITE 200  
 TAMPA, FLORIDA 33613  
 TEL: 813.973.1100  
 FAX: 813.973.1101  
 WWW.COASTALPE.com

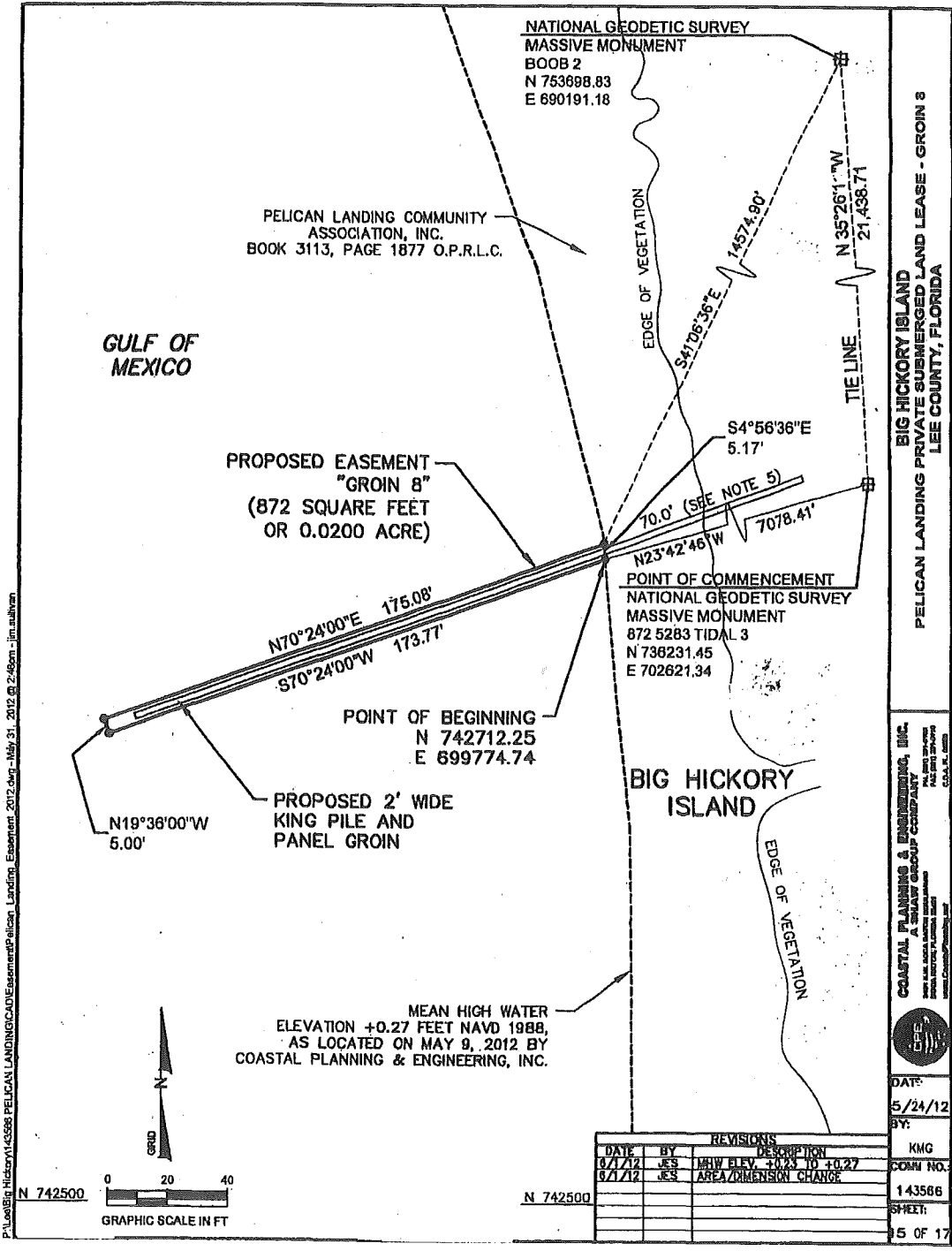


DATE:  
 5/24/12

BY:  
 KMG  
 CORR NO. 143566  
 SHEET: 4 OF 17

REVISIONS		
DATE	BY	DESCRIPTION
6/1/12	JES	MHW ELEV. +0.24 TO +0.27
6/1/12	JES	AREA/DIMENSION CHANGE

PLANNING INC



**BIG HICKORY ISLAND**  
PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - GROIN 8  
LEE COUNTY, FLORIDA

**COASTAL PLANNING & ENGINEERING, INC.**  
A SHAW GROUP COMPANY  
1000 W. BAYVIEW BLVD., SUITE 200  
DADE COUNTY, FLORIDA 33134  
COASTAL.PE@SHAWGROUP.COM  
TEL: 305.444.4444  
FAX: 305.444.4444



**DATE:**  
5/24/12

**BY:**  
KMG  
**COAST. NO.:**  
143566  
**SHEET:**  
15 OF 17

REVISIONS		
DATE	BY	DESCRIPTION
6/1/12	JES	MHW ELEV. +0.24 TO +0.27
6/1/12	JES	AREA/DIMENSION CHANGE

**LEGAL DESCRIPTION :**

GROIN 8 -

A PARCEL OF SUBMERGED LAND BEING 5 FEET WIDE AND LYING WITHIN THE GULF OF MEXICO IN SECTION 13 TOWNSHIP 47 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONTROL MONUMENT "872 5283 TIDAL 3", HAVING FOR ITS COORDINATES NORTH 736231.45 AND EAST 702621.34 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE;

THENCE NORTH 23° 42' 46" WEST, (BEARINGS ARE BASED ON NORTH 35° 26' 11" WEST BETWEEN CONTROL MONUMENTS "872 5283 TIDAL 3 AND BOOB 2"), 7078.41 FEET TO THE MEAN HIGH WATERLINE AND POINT OF BEGINNING, HAVING FOR ITS COORDINATES NORTH 742712.25 AND EAST 699774.74;

THENCE SOUTH 70° 24' 00" WEST, 173.77 FEET TO A POINT; THENCE NORTH 19° 36' 00" WEST, 5.00 FEET TO A POINT; THENCE NORTH 70° 24' 00" EAST, 175.08 FEET TO A POINT LYING IN SAID MEAN HIGH WATERLINE, AND BEING SOUTH 41° 06' 36" EAST, 14574.90 FEET FROM AFORE MENTIONED MONUMENT "BOOB 2" HAVING FOR ITS COORDINATES NORTH 753698.83 AND EAST 690191.18 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE; THENCE SOUTH 04° 56' 36" EAST, WITH THE MEAN HIGH WATERLINE, 5.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 872 SQUARE FEET OR 0.0200 ACRE.

Easement: 2012.dwg - May 31, 2012 @ 2:46pm - jm.sullivan

P:\060516.Hic

BIG HICKORY ISLAND  
PELICAN LANDING PRIVATE SUBMERGED LAND LEASE - GROIN 8  
LEE COUNTY, FLORIDA

COASTAL PLANNING & ENGINEERING, INC.  
A SHAW GROUP COMPANY  
1000 N. W. 10TH AVENUE  
SUITE 200  
FORT LAUDERDALE, FLORIDA 33304  
TEL: 954-341-1100  
WWW.COASTALPE.com



DATE:  
5/24/12

BY:  
KMG

REVISIONS		
DATE	BY	DESCRIPTION
6/1/12	JES	MHW ELEV. 11.23 TO 10.27
6/1/12	JES	AREA/DIMENSION CHANGE

COMM NO.  
143586  
SHEET:  
16 OF 17

**NOTES:**

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP, OR RIGHTS-OF-WAY.
2. THIS IS A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH IS TO ACCOMPANY LEGAL DESCRIPTION ONLY. NOT FOR CONSTRUCTION PURPOSES.
3. THE INFORMATION ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY ON MAY 9-10, 2012 AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.
4. THE DISTANCES, COORDINATES, AND BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983, MERCATOR PROJECTION, SHOWN IN US SURVEY FEET.
5. THE VALUE SHOWN IS THE UPLAND LENGTH FROM THE MEAN HIGH WATERLINE.
6. UNDERGROUND UTILITIES, IMPROVEMENTS, ETC., IF ANY, HAVE NOT BEEN LOCATED.
7. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. ALL BEARINGS ARE BASED ON GRID NORTH AS ESTABLISHED BY NATIONAL OCEAN SERVICE.
10. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/40 OR SMALLER.
11. THE AERIAL IMAGE IS DATED FEBRUARY, 2012.

**LEGEND & ABBREVIATIONS:**

⊞	MASSIVE MONUMENT
C.O.A.	CERTIFICATE OF AUTHORIZATION
COMM	COMMISSION
ELEV.	ELEVATION
FAC	FLORIDA ADMINISTRATIVE CODE
FL.	FLORIDA
INC.	INCORPORATED
NO.	NUMBER
NAD	NORTH AMERICAN DATUM
NAV D	NORTH AMERICAN VERTICAL DATUM
Q.P.R.L.C.	OFFICIAL PUBLIC RECORDS OF LEE COUNTY
P	PROPERTY LINE
PH.	PHONE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
RGE	RANGE
SEC.	SECTION
TWN.	TOWNSHIP

**CERTIFICATION :**

I HEREBY CERTIFY TO BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA THAT THE ATTACHED SKETCH OF THE DESCRIBED SUBMERGED LAND EASEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULES 5J-17.050 THRU 5J-17.052 FAC, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027.

*J. Sullivan*  
 \_\_\_\_\_  
 JIM SULLIVAN  
 FLORIDA REGISTERED SURVEYOR #6889  
 COASTAL PLANNING & ENGINEERING, INC.

6-1-12  
 \_\_\_\_\_  
 DATE

REVISIONS		
DATE	BY	DESCRIPTION
8/7/12	JES	MHW ELEV. +0.23 TO +0.27
8/7/12	JES	AREA/DIMENSION CHANGE

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DATE: 5/24/12  
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 COMM NO.: 143566  
 SHEET: 17 OF 17