

This Instrument Prepared By:  
Celeda Wallace  
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. 362017145

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Pelican Landing Community Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 20, Township 47 South, Range 25 East, in Spring Creek, Lee County, containing 5,500 square feet, more or less, as is more particularly described and shown on Attachment A, dated April 25, 1994.

TO HAVE THE USE OF the hereinabove described premises from January 25, 2014, the effective date of this lease renewal, through January 25, 2024, 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 a 15-slips private residential multi-family docking facility to be used exclusively for mooring of recreational vessels in conjunction with an upland multi-family residential subdivision, 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 26 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$0.00 (which, pursuant to Section 253.0347(2)(f), Florida Statutes, does not include a lease fee on a preempted area of 10 square feet of sovereignty submerged land for each linear foot of the Lessee's shoreline times the number of units with docks/wet slips in the multi-family development) 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. 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 satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, 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. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. 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 the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. 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 the Lessee and the 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. 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.

23. 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.

24. 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.

25. 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.

26. LIVEBOARDS: The term "liveboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. 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.

28. 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 that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters 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.

29. SPECIAL LEASE CONDITIONS:

A. The Lessee, its successor and assigns, agree to restrict an existing dock located in upper Spring Creek, known as the roll docks, to canoes and other non-combustion power craft.

B. The Lessee shall dedicate five (5) of the slips for the sole use of the Lessee.

C. The Lessee, its successors and assigns, shall utilize the facility for flat skiffs or pontoon boats only. There shall be no vessel launching or jet ski use allowed at the facility.

WITNESSES:

M. Sue Jones  
Original Signature

M. Sue Jones  
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: Cheryl C McCall (SEAL)

Cheryl C. McCall, Chief, 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 24<sup>th</sup> day of April, 2014, by Cheryl C. McCall, Chief, 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 4/3/14  
DEP Attorney Date

[Signature]  
Notary Public, State of Florida

Printed, Typed or Stamped Name  
My Commission Expires:  
Notary Public State of Florida  
Kathy C Griffin  
My Commission EE148787  
Expires 11/27/2015  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

Marie Martel  
Original Signature

MARIE MARTEL  
Typed/Printed Name of Witness

[Signature]  
Original Signature

Ryan Morris  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 18 day of April, 2014, by Larry McPherson 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:



**NANCY K. PAGE**  
MY COMMISSION # EE 149417  
EXPIRES: January 2, 2016  
Bonded Thru Budget Notary Services

Commission/Serial No. EE 149417

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

BY: [Signature]  
Original Signature of Executing Authority

Larry McPherson  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

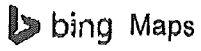
"LESSEE"

Nancy K Page  
Signature of Notary Public

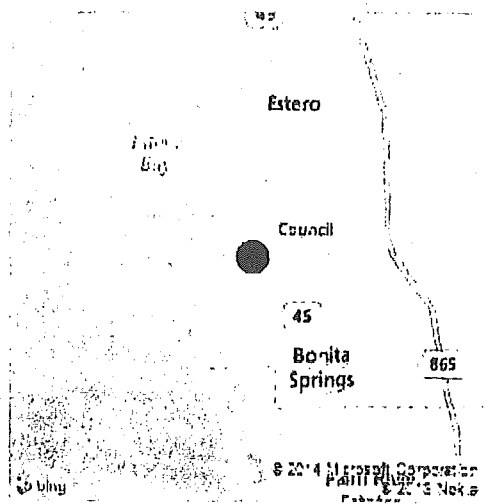
Notary Public, State of Florida

Nancy K Page  
Printed, Typed or Stamped Name





25250 Goldcrest Dr, Bonita Springs, FL 34134



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

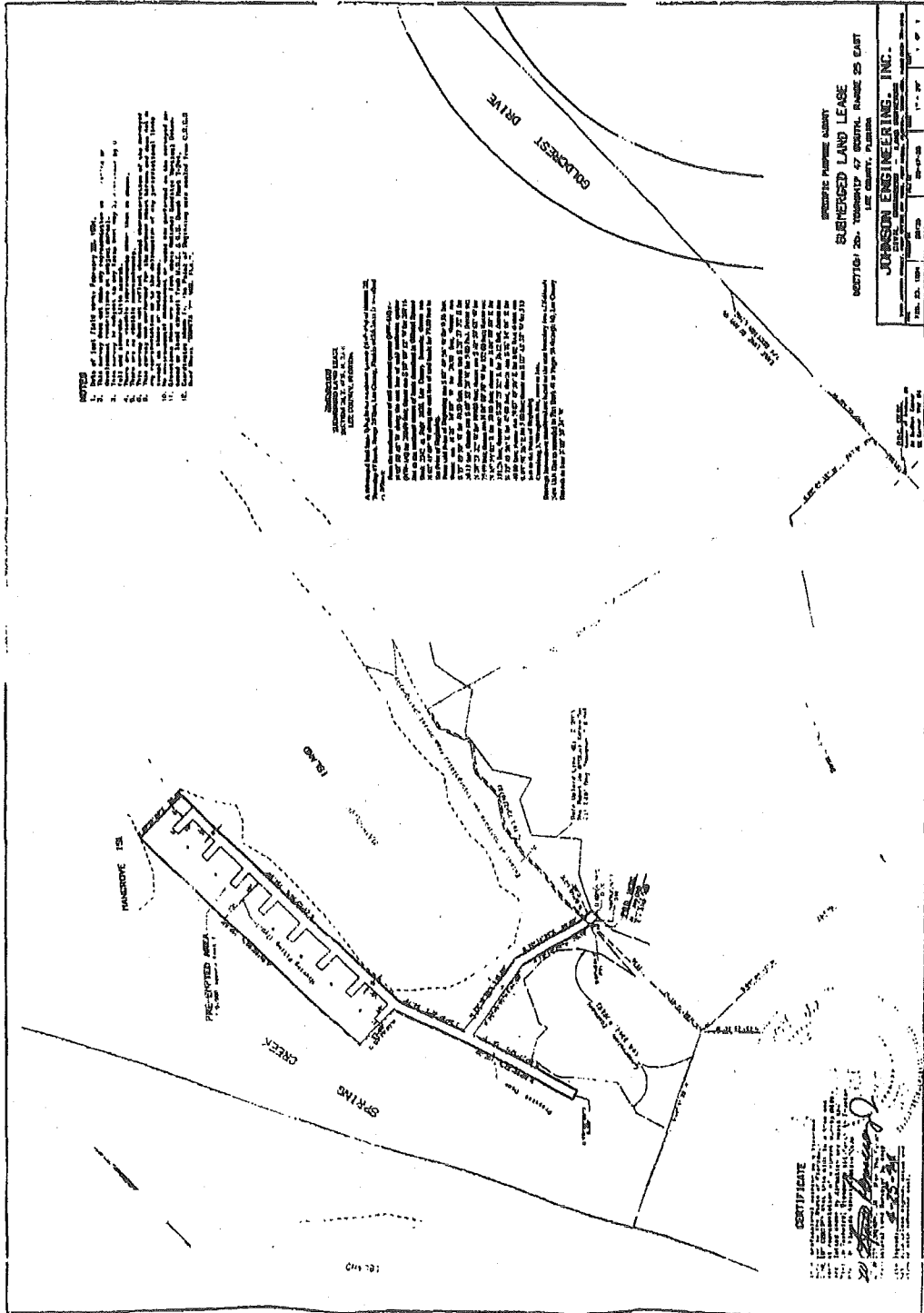
A submerged land lease lying in the northwest quarter (NW-1/4) of Section 20, Township 47 South, Range 25 East, Lee County, Florida which lease is described as follows:

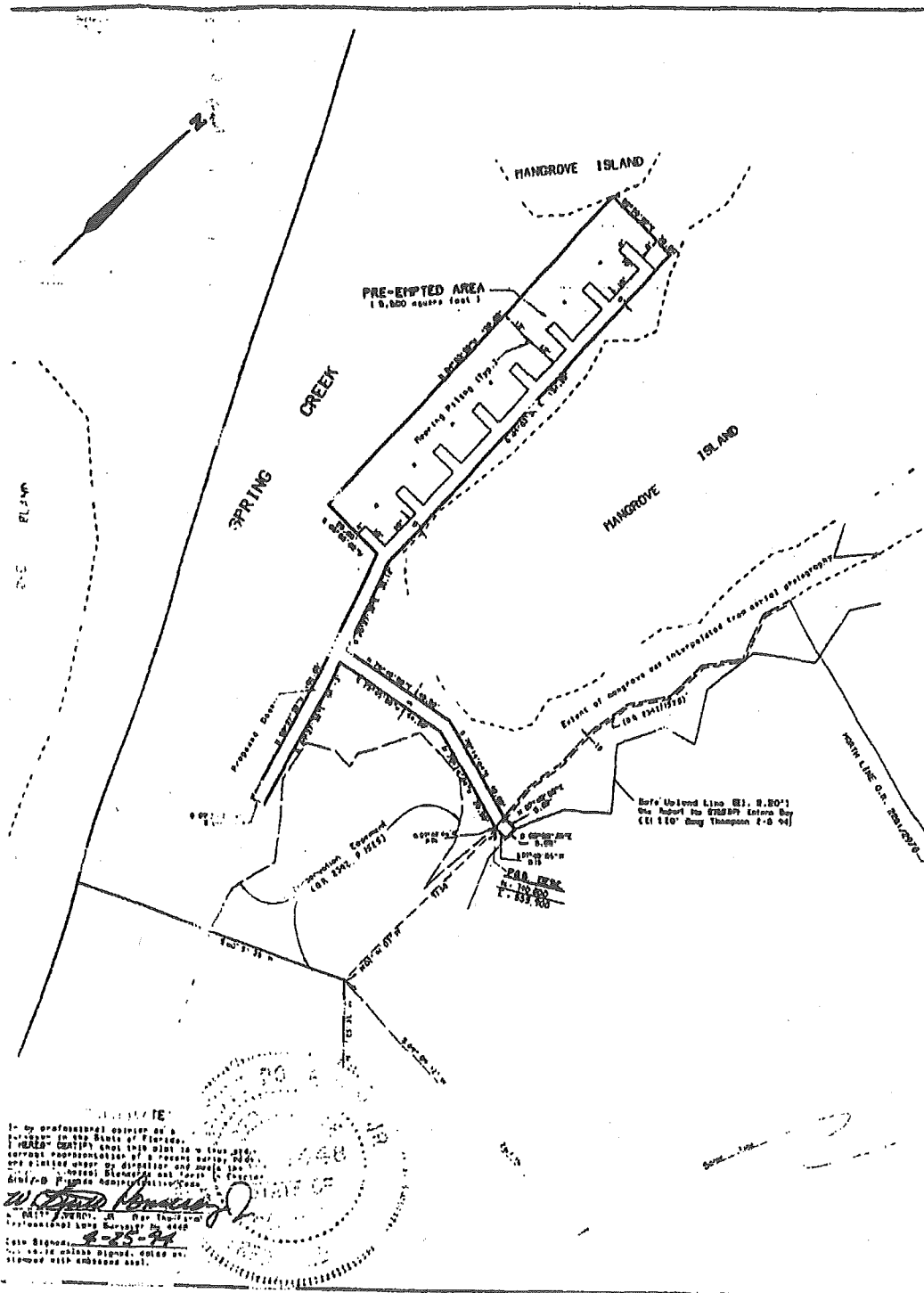
From the southeast corner of said northwest quarter (NW-1/4) run N 00° 50' 48" W along the east line of said northwest quarter (NW-1/4) for 283.96 feet; thence run S 89° 09' 12" W for 267.16 feet to the southeast corner of lands described in Official Record Book 2342 at Page 1525, Lee County Records;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

From said Point of Beginning run S 87° 45' 56" W for 0.56 feet; thence run N 78° 14' 04" W for 39.98 feet; thence run S 75° 45' 56" W for 44.50 feet; thence run S 20° 27' 32" E for 36.12 feet; thence run S 09° 32' 38" W for 5.00 feet; thence run S 20° 27' 32" W for 100.00 feet; thence run S 81° 56' 02" W for 25.00 feet; thence run N 04° 03' 58" W for 152.00 feet; thence run N 85° 55' 02" E for 30.00 feet; thence run S 04° 03' 58" E for 151.28 feet; thence run S 20° 27' 32" E for 36.12 feet; thence run N 75° 45' 56" E for 45.60 feet; thence run S 78° 14' 04" E for 40.00 feet; thence run N 87° 45' 56" E for 6.12 feet; thence run S 03° 56' 36" E for 5.00 feet; thence run S 87° 45' 56" W for 5.13 feet to the Point of Beginning.

Containing 5,500 square feet, more or less.

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





12.00  
1.20

This instrument prepared by:  
Vivien N. Hastings, Esq.  
801 Laurel Oak Dr., #800  
Naples, FL 33963

3296633

Documentary Tax Pa. \$ 1.20  
County Tax Pd  
CHARLIE GREEN, CLERK, 11th COUNTY  
Deputy Clerk

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

OR2342 pg1525

THIS WARRANTY DEED made this 16th day of November, 1992,  
by WESTINGHOUSE COMMUNITIES OF NAPLES, INC.

a corporation existing under the laws of the State of Florida, and  
having its principal place of business at 801 Laurel Oak Drive,  
Suite 800, Naples, Florida 33963, herein called the Grantor,

to: PELICAN LANDING COMMUNITY ASSOCIATION, INC.,

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
in the presence of:

WESTINGHOUSE COMMUNITIES OF  
NAPLES, INC.

Laurel Y. Stidley  
Laurel Y. Stidley  
Virginia A. Tusler  
Virginia A. Tusler

By: Louis N. Hoagsted  
Louis N. Hoagsted  
Executive Vice President



RECORDS VERIFIED - CHARLIE GREEN, CLERK  
BY: SUSAN THOMPSON, D.C.

deed.rp

After recording please return to:  
Westinghouse Communities of Naples, Inc.  
801 Laurel Oak Drive, #800  
Naples, FL 33963

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16 day of November, 1992 by Louis H. Hoegsted, an Executive Vice President of Westinghouse Communities of Naples, Inc., who is personally known to me and who did not take an oath.

Laurel Y. Sittarly  
Notary Public  
Laurel Y. Sittarly  
My Commission Expires:



LAUREL Y. SITTARLY  
BY COMMISSION EXPIRES  
January 23, 1994  
SHOULD HAVE NOTARY PUBLIC WORDS

DR2342 PG1526

**JOHNSON ENGINEERING, INC.**

CIVIL ENGINEERS AND LAND SURVEYORS

2188 JOHNSON STREET  
TELEPHONE (813) 334-0048  
TELECOPIER (813) 334-2881  
POST OFFICE BOX 1250  
FORT MYERS, FLORIDA  
33908-1880

November 12, 1992

CARLE E. JOHNSON  
1811-1989

**DESCRIPTION  
PARCEL IN  
SECTION 20, T. 47 S., R. 25 E.  
LEE COUNTY, FLORIDA**

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

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

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

Containing 5.083 square feet, more or less.

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

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

WBP/kc  
19203

CHAIRMAN  
ARCHIE T. GRANT, JR.

PRESIDENT  
FORREST H. BANKS

JOSEPH W. EBNER  
STEVEN K. MORRISON  
ANDREW D. TILTON  
JEFFREY C. COONER

DAN W. DICKEY  
KENTON R. KEELING  
GEORGE J. KALAL  
MICHAEL L. HARMON  
THOMAS L. FENDLEY  
W. DAVID KEY, JR.  
W. BRITT POMEROY  
CARL A. BARRAGO  
GARY R. BULL  
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