

This Instrument Prepared By:

Kathleen Pezone

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  
MODIFICATION TO REFLECT CHANGE IN OWNERSHIP

BOT FILE NO. 361933749

PA NO. 36-0157681-007

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 07, Township 47 South, Range 25 East, in Estero Bay, Lee County, containing 25,238 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 30, 2009.

TO HAVE THE USE OF the hereinabove described premises from May 7, 2014, the effective date of this modified lease, through April 12, 2015, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 22-slip docking facility with a pedestrian access walk and a boat ramp to be used exclusively for mooring of commercial fishing vessels, recreational vessels and beach shuttle vessels in conjunction with an upland mixed use development, including but not limited to residential, commercial, hotel, and marina, 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 Wetland Resource Permit No. 361933749, dated July 11, 1994, Modified Permit Extension No. 36-0157681-001, dated March 22, 2000, Consolidated Environmental Resource Permit No. 36-0157681-002, dated June 6, 2001, and Consolidated Environmental Resource Permit No. 36-0157681-007, dated September 6, 2013, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease. The construction of the proposed structures depicted on Page 12 of Attachment A of this modified lease shall be completed no later than July 22, 2019. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 12 herein.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$4,201.34, 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, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease 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) the 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 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 Wetland Resource Permit, Modified Permit Extension, and Consolidated Environmental Resource Permits. 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, 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: This lease 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.

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, FL 34134

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

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.

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. No dock or pier shall be constructed in any manner that would cause harm to wildlife. 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 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 (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 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 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, 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 agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease 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 lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee 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 Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

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 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.

30. SPECIAL LEASE CONDITIONS:

A. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal terms, reflective markers and lighted aids to navigation at all distant corners of the facility. The lighted aids are required to be on at night and during limited visibility conditions.

B. During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street - 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

C. The Lessee shall provide a boater education program including instruction on boating practices to avoid manatees and a requirement that non-compliance will result in a slip user losing slip privileges.

D. 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 as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

E. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

F. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.

G. Vessels using the docking facility for temporary or permanent mooring shall be limited to those with a maximum draft of 2.5 feet as measured from the water's surface to either the bottom of the vessel's propulsion unit fully trimmed down or to the deepest part of the vessel, whichever is deeper.

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: Cheryl C McCall  
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 2nd day of June, 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:

Kathy C Griffin 5/18/14  
DEP Attorney Date

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name Notary Public State of Florida  
Kathy C Griffin  
My Commission Expires 11/27/2015

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

WITNESSES:

Marie Martel  
Original Signature

MARIE MARTEL  
Typed/Printed Name of Witness

Cindy Reuter-Zingraff  
Original Signature

CINDY REUTER-ZINGRAFF  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Lee

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

BY: Larry McPherson  
Original Signature of Executing Authority

Larry McPherson  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 21 day of MAY, 2014,  
by Larry McPherson as President of Pelican Landing Community Association, Inc., a Florida corporation, for and on behalf of the  
corporation. He is personally known to me or who has produced N/A, as identification.

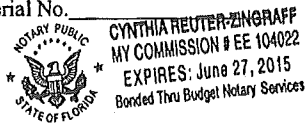
My Commission Expires:

June 27, 2015

Cynthia Reuter-Zingraff  
Signature of Notary Public

Notary Public, State of Florida

Commission/Serial No.



Printed, Typed or Stamped Name

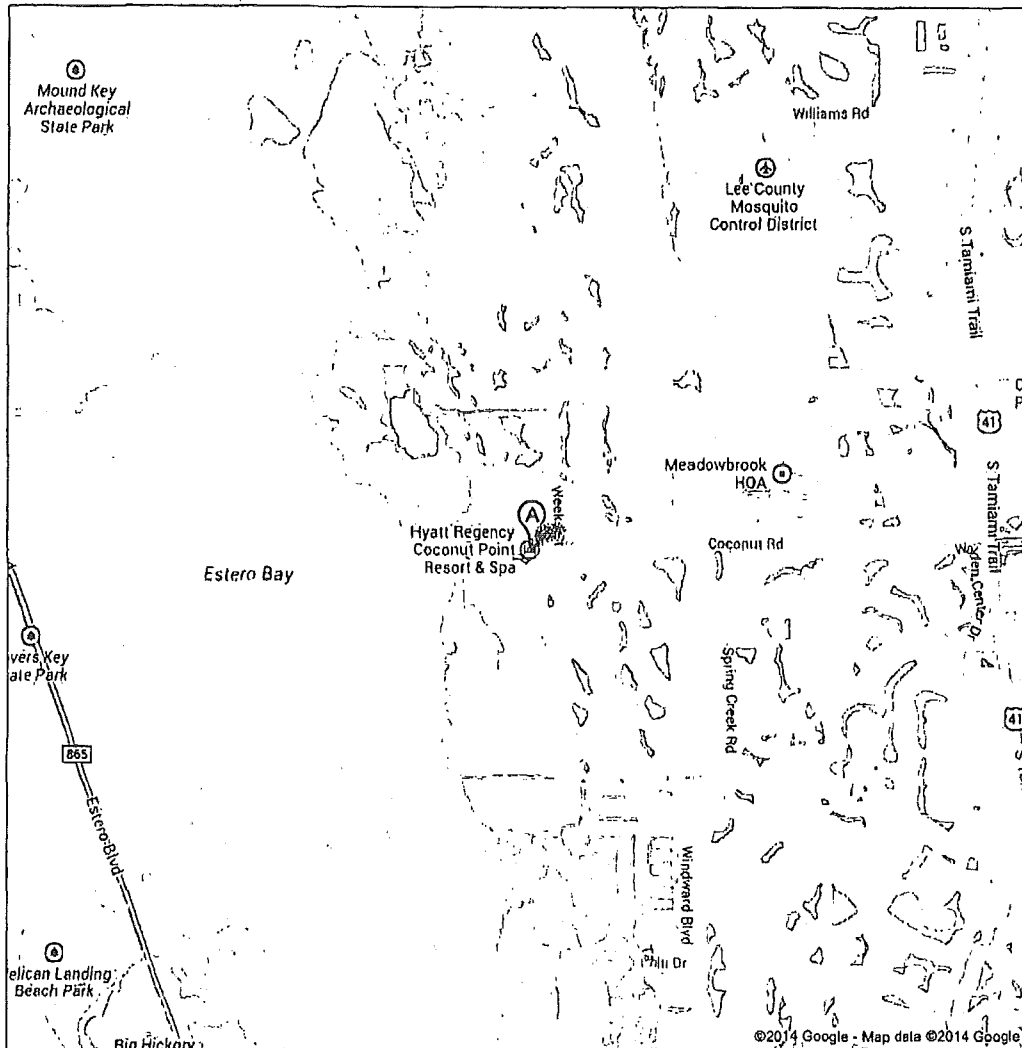


CYNTHIA REUTER-ZINGRAFF  
MY COMMISSION # EE 104022  
EXPIRES: June 27, 2015  
Bonded Thru Budget Notary Services



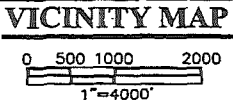
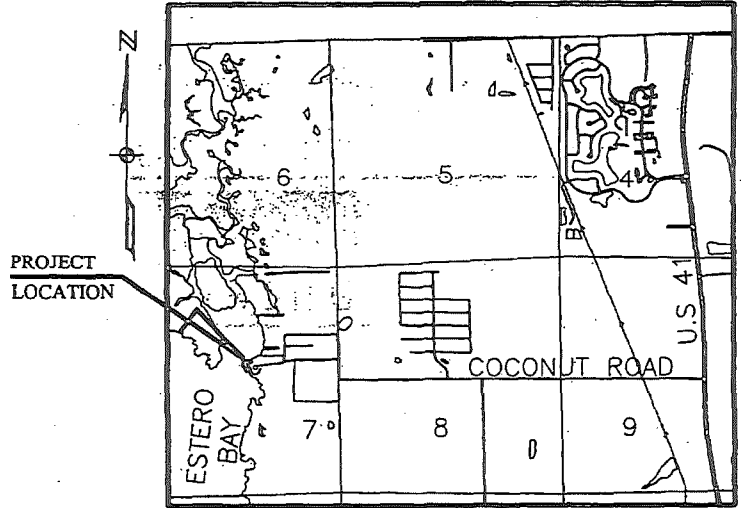
Google

Lease no. 361933749



**Pelican Landing Community Association, Inc.**  
a/k/a Coconut Point Marina  
5450 Coconut Point Road  
Bonita Springs, FL 34134

- LEGEND**
- P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - S.L.L. = SUBMERGED LAND LEASE
  - MHW = MEAN HIGH WATER
  - O.R. = OFFICIAL RECORDS BOOK
  - PG. = PAGE
  - SW = SEAWALL
  - EL = ELEVATION
  - LB = LICENSED BUSINESS
  - LF = LINEAR FOOTAGE
  - FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
  - C.C.M.B. = COUNTY COMMISSIONERS MEETING BOOK
  - N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM



S:\2008\772\revised phase 1, april 2009.dwg (Phase 1 cover) 11 Sep 30, 2009 - 2:41pm

**SURVEYOR'S NOTES:**

1. DATE OF LAST FIELDWORK: 11/10/05.
2. COORDINATES AND BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE FLORIDA WEST ZONE (83/90 ADJUSTMENT). THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST BEARS N 00°50'21".W.
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 IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
6. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
7. THE PURPOSE OF THIS SURVEY IS TO DELINEATE THE LIMITS OF THE SUBMERGED LAND LEASE ADJACENT TO THE COCONUT POINT MARINA (S.L.L. NO. 361633749) AND WAS COMPILED FROM EXISTING SUBMERGED LAND LEASES AND EXISTING DOCK LOCATIONS AS OF 4/26/05. THIS SURVEY WAS REVISED 12/29/05 AND 2/02/06 PER FDEP COMMENTS.
8. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
9. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN NOTED.
10. PARCEL CONTAINS 25,238 SQUARE FEET OR 0.58 ACRES, MORE OR LESS.
11. THIS IS A FIELD SURVEY.
12. ELEVATIONS SHOWN ARE IN FEET ABOVE NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929) BASED ON A LEVEL CIRCUIT FROM U.S.C. & G.S. BENCH MARK TIDAL STATION "9B TIDAL 2".
13. THE BOAT LIFT SHOWN HEREIN ON SHEET 2 WAS TAKEN FROM A 2008 AERIAL PHOTOGRAPH AND WAS NOT FIELD SURVEYED. THIS BOAT LIFT WAS AUTHORIZED BY FDEP PERMIT NO. 06-01081-001.
14. THE LINEAR FOOTAGES SHOWN TO RIPARIAN LINES WERE TAKEN BY SCALE FROM AN AERIAL PHOTOGRAPH DATED JANUARY 2008 AND WERE NOT FIELD SURVEYED.

**INDEX:**

VICINITY MAP & NOTES	SHEET 1 OF 9
PHASE I-SKETCH	SHEET 2 OF 9
DATA TABLES	SHEET 3 OF 9
LEGAL DESCRIPTION	SHEET 4 OF 9
DOCK DIMENSIONS	SHEET 5 OF 9
DOCK DIMENSIONS	SHEET 6 OF 9
DOCK DISTANCES	SHEET 7 OF 9
DOCK DISTANCES	SHEET 8 OF 9
UPLAND OWNERSHIP	SHEET 9 OF 9

**ATTACHMENT A**  
**PAGE 10 OF 21**  
**SSLL NO.: 361933749**

THIS SPECIFIC PURPOSE SURVEY IS CERTIFIED TO:  
**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA & W.C.I. COMMUNITIES, INC.**  
 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.

*Kevin M. Riscassi*

KEVIN M. RISCASSI (FOR THE FIRM) L.B. 642  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 94130  
 DATE SIGNED: 05/30/2009

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.

SPECIFIC PURPOSE SURVEY  
 SUBMERGED LAND LEASE  
 LYING IN  
**THE ESTERO BAY**  
 SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
 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.

COCONUT POINT MARINA PHASE I  
 VICINITY MAP AND NOTES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
May, 2009	20087772	7-47-25	N/A	1 OF 9

**COCONUT POINT MARINA PHASE I  
SOVEREIGN SUBMERGED LANDS LEASE  
ESTERO BAY  
SECTION 7, T. 47 S., R. 25 E.  
LEE COUNTY, FLORIDA**

A tract or parcel of submerged land lying in Estero Bay off the shore from Section 7, Township 47 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the East Quarter (E-1/4) Corner of Section 7, Township 47 South, Range 25 East run S 89° 12' 02" W for 1500.00 feet along the south line of the northeast quarter of said Section 7 to a point; thence run N 00° 47' 58" W, perpendicular to said south line for 390.46 feet to an intersection with the centerline of Coconut Road (50 feet wide); thence run S 81° 47' 02" W along said centerline for 431.58 feet; thence run S 09° 20' 43" E for 133.67 feet; thence run S 08° 17' 24" E for 47.58 feet to the face of an existing concrete seawall and the Point of Beginning.

From said Point of Beginning run N 58° 47' 11" E along the face of said seawall for 3.91 feet to an intersection with the Mean High Water Meander Line as recorded in the public repository of the Florida Department of Environmental Protection Bureau of Surveying and Mapping as Mean High Water Survey File No. 2515; thence run S 41° 31' 31" E along said Mean High Water Line for 31.65 feet to an intersection with the easterly line of existing Submerged Land Lease Number 361933749; thence continue S 41° 31' 31" E along said easterly line and said Mean High Water Line for 33.49 feet to an intersection with the southwesterly edge of a wooden boardwalk; thence run N 53° 44' 39" W along said boardwalk for 20.57 feet to an intersection with the south line of said existing submerged land lease; thence run N 82° 42' 31" W along said south line for 7.06 feet; thence run N 78° 35' 33" W along said south line for 23.17 feet; thence run S 00° 26' 56" E for 3.57 feet; thence run N 62° 25' 22" W for 48.86 feet; thence run N 40° 56' 10" W for 137.65 feet; thence run S 70° 14' 31" W for 37.82 feet; thence run N 38° 04' 26" W for 41.64 feet; thence run N 63° 26' 38" E for 22.94 feet; thence run N 26° 23' 32" W for 10.52 feet; thence run N 45° 05' 43" W for 41.20 feet; thence run N 67° 24' 18" W for 14.13 feet; thence run N 89° 42' 53" W for 78.94 feet; thence run N 00° 17' 07" E for 42.20 feet; thence run S 89° 53' 36" E for 73.12 feet; thence run N 22° 56' 12" E for 45.82 feet; thence run N 68° 45' 26" W for 8.91 feet; thence run N 67° 23' 41" W for 45.60 feet; thence run N 22° 35' 32" E for 3.47 feet; thence run N 67° 19' 03" W for 13.36 feet; thence run N 22° 40' 57" E for 30.00 feet; thence run N 67° 53' 16" E for 15.40 feet; thence run S 67° 19' 03" E for 101.00 feet; thence run N 70° 17' 13" E for 44.35 feet; thence run S 89° 21' 25" E for 28.28 feet; thence run S 84° 39' 57" E for 45.11 feet; thence continue S 84° 39' 57" E for 5.01 feet; thence run S 02° 43' 29" W for 19.67 feet to an intersection with the easterly prolongation of the northerly face of a concrete seawall; thence run N 83° 26' 41" W for 5.01 feet to an intersection with the face of said seawall; thence continue N 83° 26' 41" W along said seawall face for 20.26 feet; thence run S 50° 12' 42" W for 23.00 feet leaving said face of seawall at 15.80 feet; thence run S 50° 12' 25" W on a northeasterly prolongation of a concrete seawall for 23.99 feet, intersecting said seawall at 16.72 feet; thence run N 39° 21' 58" W for 6.37 feet; thence run S 41° 38' 02" W for 5.13 feet; thence run S 44° 54' 22" W for 15.14 feet; thence run S 22° 14' 41" W for 11.23 feet; thence run S 68° 34' 50" E for 4.58 feet to an intersection with the northerly face of said seawall; thence run S 22° 45' 02" W along said seawall for 5.83 feet; thence run N 67° 00' 55" W for 59.88 feet; thence run N 67° 14' 15" W for 37.80 feet; thence run S 22° 46' 53" W for 42.84 feet; thence run S 77° 07' 26" E for 31.96 feet; thence run S 43° 39' 23" E for 43.51 feet; thence run S 72° 57' 45" E for 26.58 feet to an intersection with the face of said concrete seawall; thence run the following ten (10) courses along said seawall: S 22° 35' 12" W for 3.06 feet; S 37° 54' 03" E for 20.61 feet; S 20° 07' 08" E for 25.93 feet; S 19° 24' 10" E for 23.28 feet; S 27° 17' 36" E for 11.07 feet; S 39° 28' 59" E for 57.38 feet; S 39° 29' 18" E for 54.00 feet to a point on a non-tangent curve; southeasterly along an arc of a curve to the left of radius 26.69 feet (chord bearing S 57° 17' 26" E) (chord 8.43 feet) (delta 18° 10' 23") for 8.47 feet to a point on a non-tangent curve; easterly along an arc of a curve to the left of radius 24.17 feet (chord bearing S 84° 24' 51" E) (chord 12.51 feet) (delta 30° 00' 03") for 12.65 feet to a point on a non-tangent curve; easterly along an arc of a curve to the left of radius 27.79 feet (chord bearing N 72° 49' 43" E) (chord 10.80 feet) (delta 22° 24' 36") for 10.87 feet to the Point of Beginning.  
Containing 25,238 square feet or 0.58 acres, more or less.

S:\20087772\revised phase 1, april 2009.dwg (SH4-LEGAL-F1) fls Sep 30, 2009 - 2:42pm

**ATTACHMENT A  
PAGE 11 OF 21  
SSL NO.: 361933749**

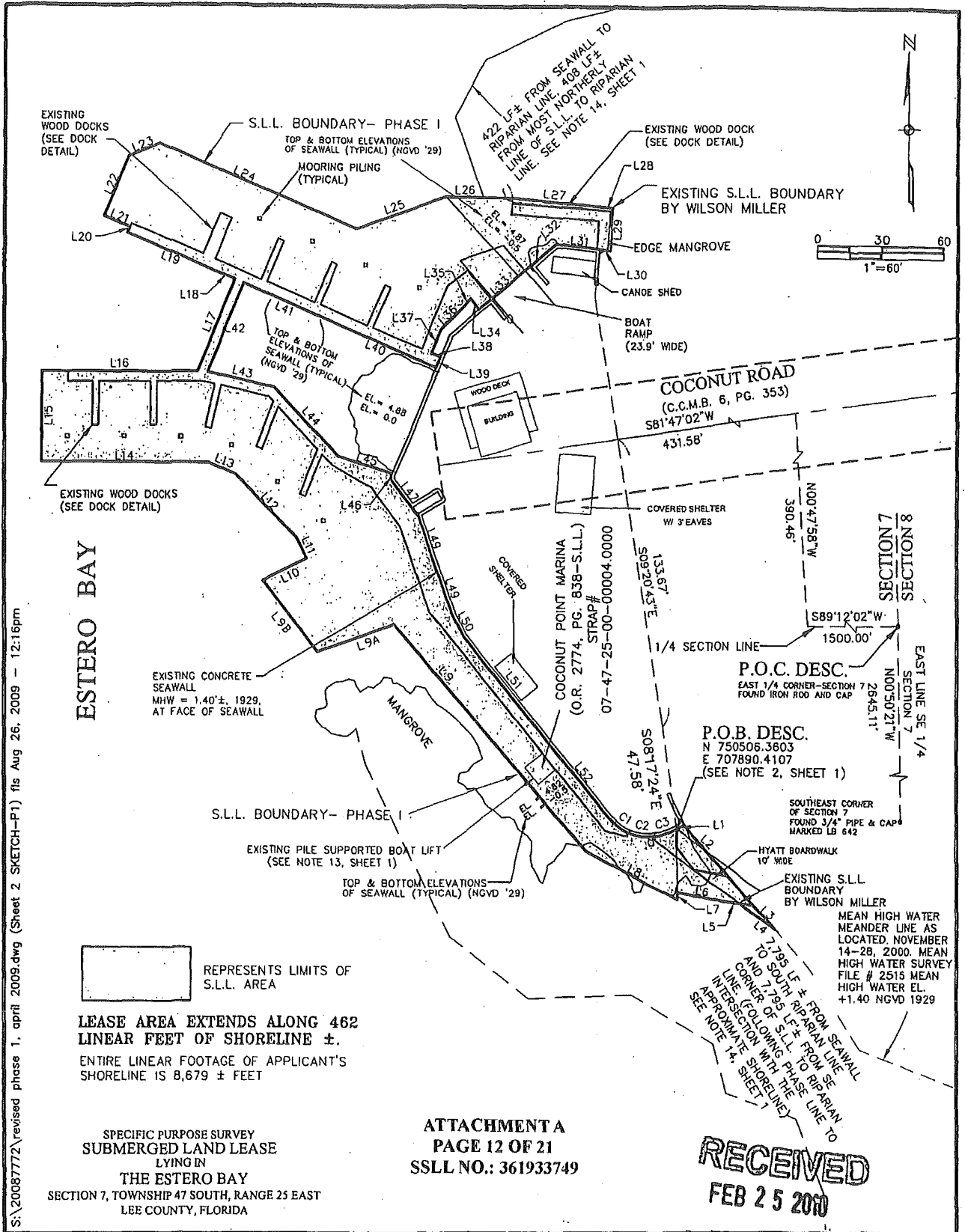
**RECORDED  
SUBMERGED LANDS LEASE  
LYING IN  
ESTERO BAY  
SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA  
D.E.P. South District**



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

**COCONUT POINT MARINA PHASE I  
LEGAL DESCRIPTION**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
May, 2009	20087772	7-47-25	N/A	4 OF 9



S:\20087772\Revised phase 1, april 2009.dwg (Sheet 2 SKETCH-F1) fls Aug 26, 2009 - 12:16pm

LEASE AREA EXTENDS ALONG 462 LINEAR FEET OF SHORELINE ±.  
ENTIRE LINEAR FOOTAGE OF APPLICANT'S SHORELINE IS 8,679 ± FEET

SPECIFIC PURPOSE SURVEY  
SUBMERGED LAND LEASE  
LYING IN  
THE ESTERO BAY  
SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

ATTACHMENT A  
PAGE 12 OF 21  
SSLL NO.: 361933749

**RECEIVED**  
FEB 25 2010



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

**D.E.P. South District**  
COCONUT POINT MARINA PHASE I  
SKETCH OF SURVEY

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Moy, 2009	20087772	7-47-25	1" = 60'	2 OF 9

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	26.69	18°10'23"	S57°17'26"E	8.43	8.47
C2	24.17	30°00'03"	S84°24'51"E	12.51	12.65
C3	27.79	22°24'36"	N72°49'43"E	10.80	10.87

LINE TABLE		
LINE	BEARING	LENGTH
L1	N58°47'11"E	3.91
L2	S41°31'31"E	31.65
L3	S41°31'31"E	33.49
L4	N53°44'39"W	20.57
L5	N82°42'31"W	7.06
L6	N78°35'33"W	23.17
L7	S00°26'56"E	3.57
L8	N62°25'22"W	48.86
L9	N40°56'10"W	137.65
L9A	S70°14'31"W	37.82
L9B	N38°04'26"W	41.64
L10	N63°36'28"E	22.94
L11	N26°23'32"W	10.52
L12	N45°05'43"W	41.20
L13	N67°24'18"W	14.13
L14	N89°42'53"W	78.94
L15	N00°17'07"E	42.20
L16	S89°53'36"E	73.12
L17	N22°56'12"E	45.82
L18	N68°45'26"W	8.91
L19	N67°23'41"W	45.60
L20	N22°35'32"E	3.47
L21	N67°19'03"W	13.36
L22	N22°40'57"E	30.00
L23	N67°53'16"E	15.40
L24	S67°19'03"E	101.00
L25	N70°17'13"E	44.35

LINE TABLE		
LINE	BEARING	LENGTH
L26	S89°21'25"E	28.28
L27	S84°39'57"E	45.11
L28	S84°39'57"E	5.01
L29	S02°43'29"W	19.67
L30	N83°26'41"W	5.01
L31	N83°26'41"W	20.26
L32	S50°12'42"W	23.00
L33	S50°12'25"W	23.99
L34	N39°21'58"W	6.37
L35	S41°38'02"W	5.13
L36	S44°54'22"W	15.14
L37	S22°14'41"W	11.23
L38	S68°34'50"E	4.58
L39	S22°45'02"W	5.83
L40	N67°00'55"W	59.88
L41	N67°14'15"W	37.80
L42	S22°46'53"W	42.84
L43	S77°07'26"E	31.96
L44	S43°39'23"E	43.51
L45	S72°57'45"E	26.58
L46	S22°35'12"W	3.06
L47	S37°54'03"E	20.61
L48	S20°07'08"E	25.93
L49	S19°24'10"E	23.28
L50	S27°17'36"E	11.07
L51	S39°28'59"E	57.38
L52	S39°29'18"E	54.00

S:\20087772\revised phase 1. apr1 2009.dwg (SH3-DATA-P1) fls May 08, 2009 - 2:11pm

SPECIFIC PURPOSE SURVEY  
 SUBMERGED LAND LEASE  
 LYING IN  
 THE ESTERO BAY  
 SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

ATTACHMENT A  
 PAGE 13 OF 21  
 SSL NO.: 361933749

**RECEIVED**  
 FEB 25 2010

DEPS South District



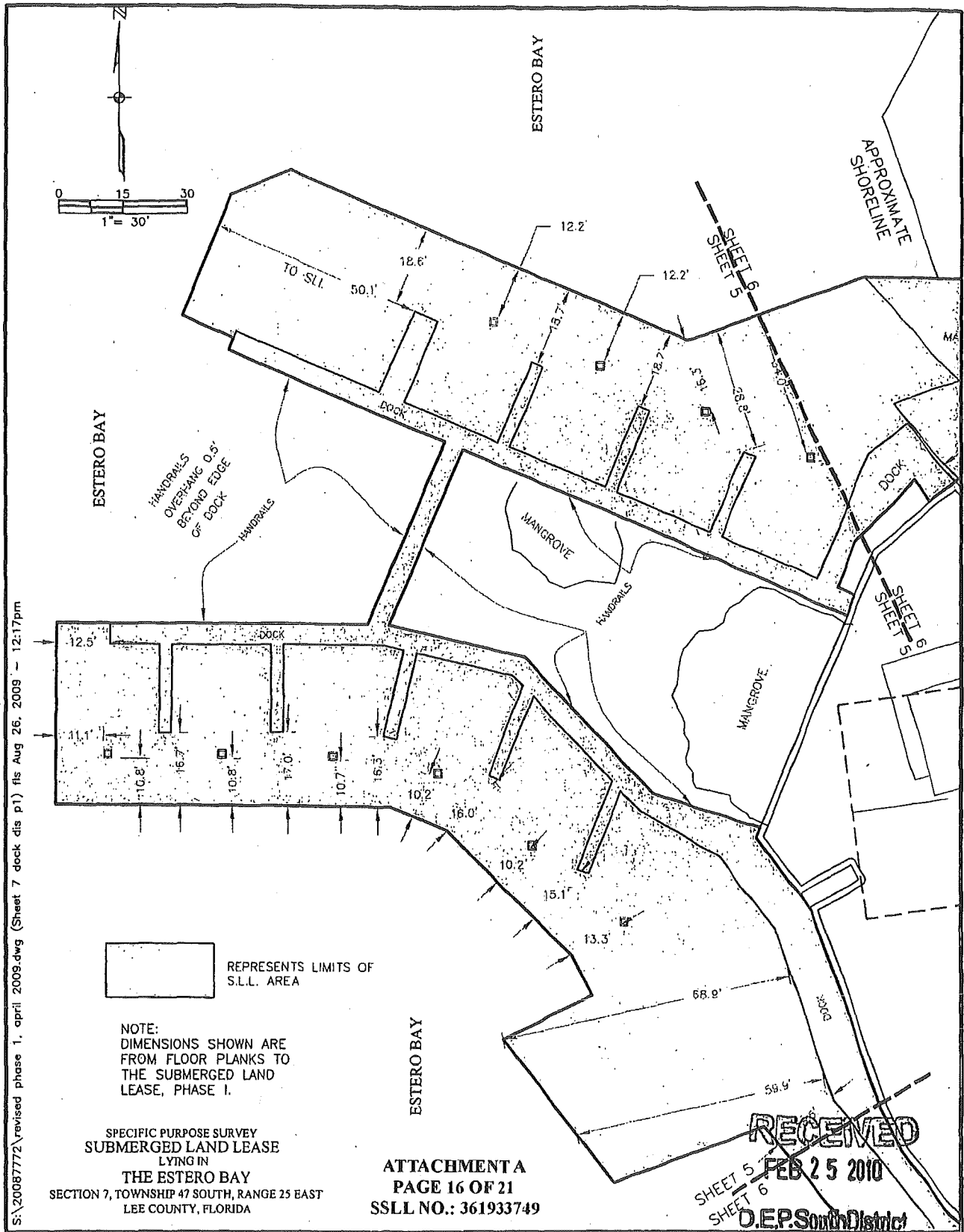
2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (239) 334-0046  
 FAX (239) 334-3661  
 E.B. #642 & L.B. #642

COCONUT POINT MARINA PHASE I  
 DATA TABLE

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
May, 2009	20087772	7-47-25	N/A	3 OF 9







S:\20087772\revised phase 1. april 2009.dwg (Sheet 7 dock dis p1) fls Aug 26, 2009 - 12:17pm

REPRESENTS LIMITS OF  
 S.L.L. AREA

NOTE:  
 DIMENSIONS SHOWN ARE  
 FROM FLOOR PLANKS TO  
 THE SUBMERGED LAND  
 LEASE, PHASE I.

SPECIFIC PURPOSE SURVEY  
 SUBMERGED LAND LEASE  
 LYING IN  
**THE ESTERO BAY**  
 SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

**ATTACHMENT A**  
**PAGE 16 OF 21**  
**SSLL NO.: 361933749**

**RECEIVED**  
**FEB 25 2010**  
 SHEET 5  
 SHEET 6  
**D.E.P. South District**

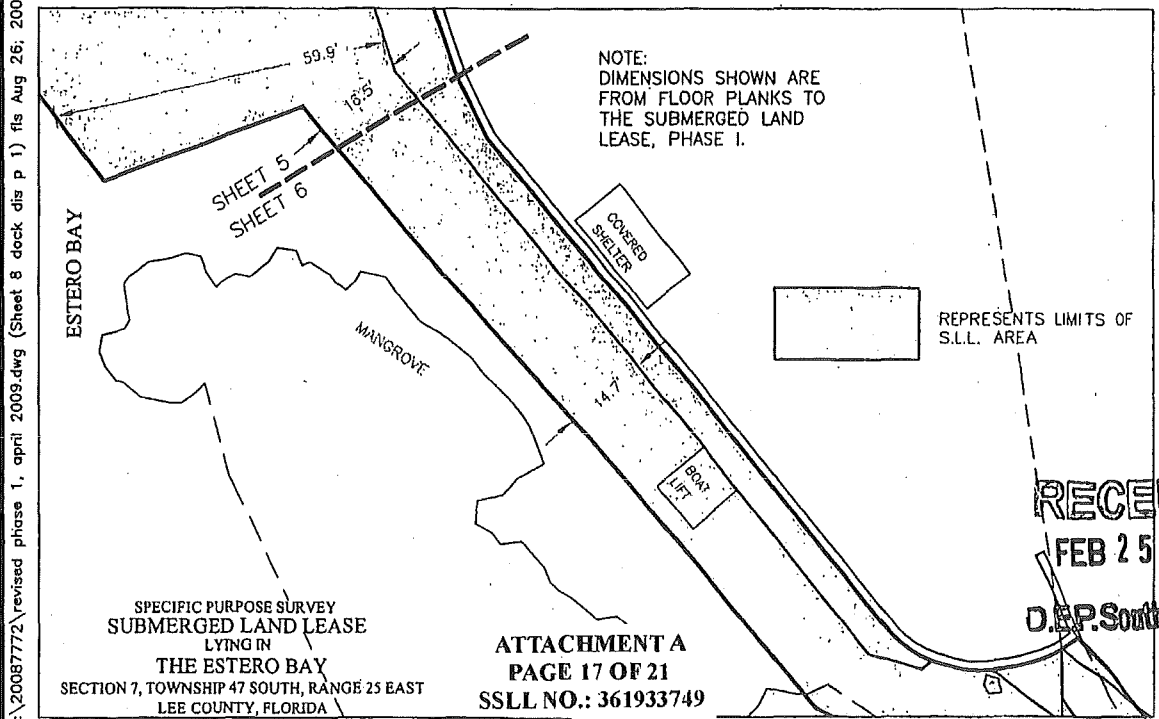
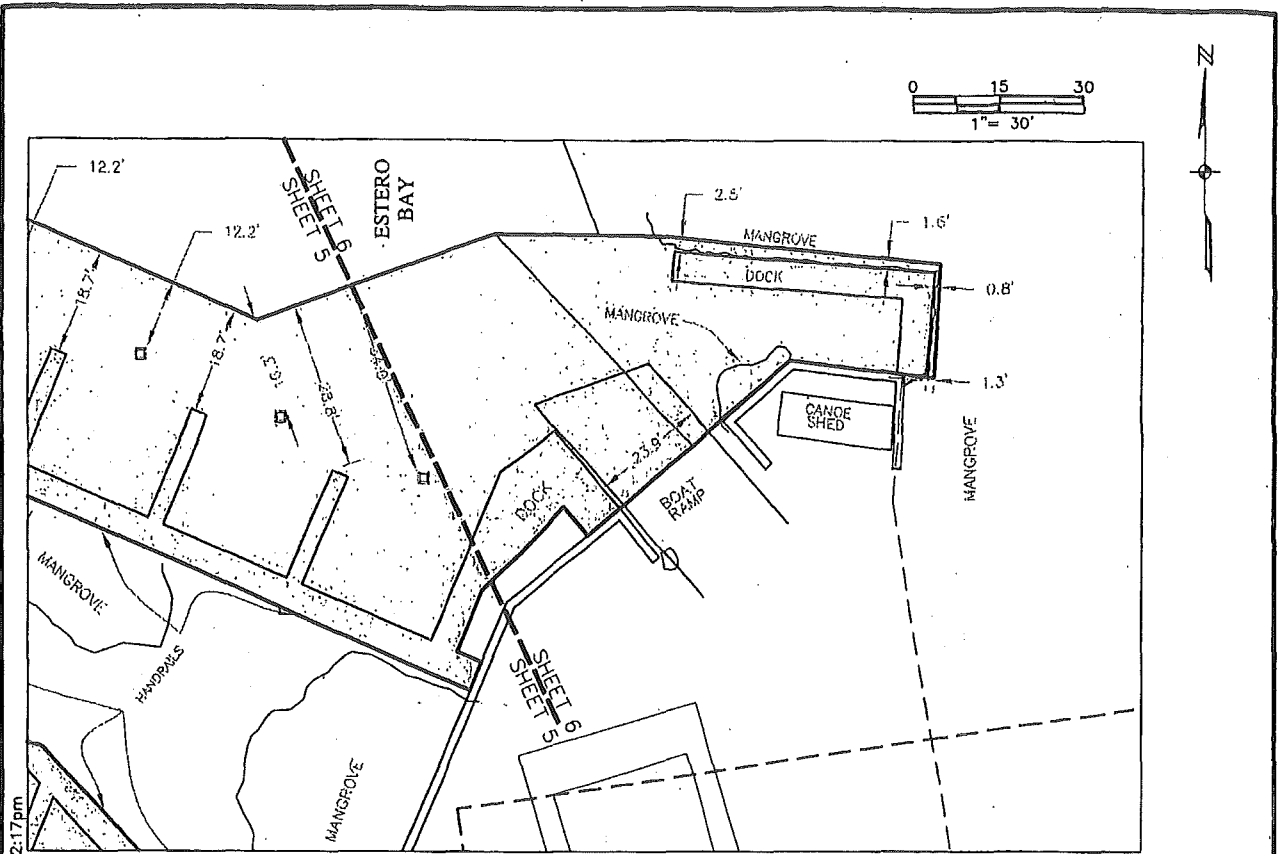
**JOHNSON**  
**ENGINEERING**

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

COCONUT POINT MARINA PHASE I  
 DISTANCE FROM DOCK TO LEASE LINE

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
May, 2009	20087772	7-47-25	1" = 30'	7 OF 9





S:\20087772\revised phase 1, april 2009.dwg (Sheet 8 dock dis p 1) fls Aug 26, 2009 - 12:17pm

SPECIFIC PURPOSE SURVEY  
SUBMERGED LAND LEASE  
LYING IN  
THE ESTERO BAY  
SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

ATTACHMENT A  
PAGE 17 OF 21  
SSLL NO.: 361933749

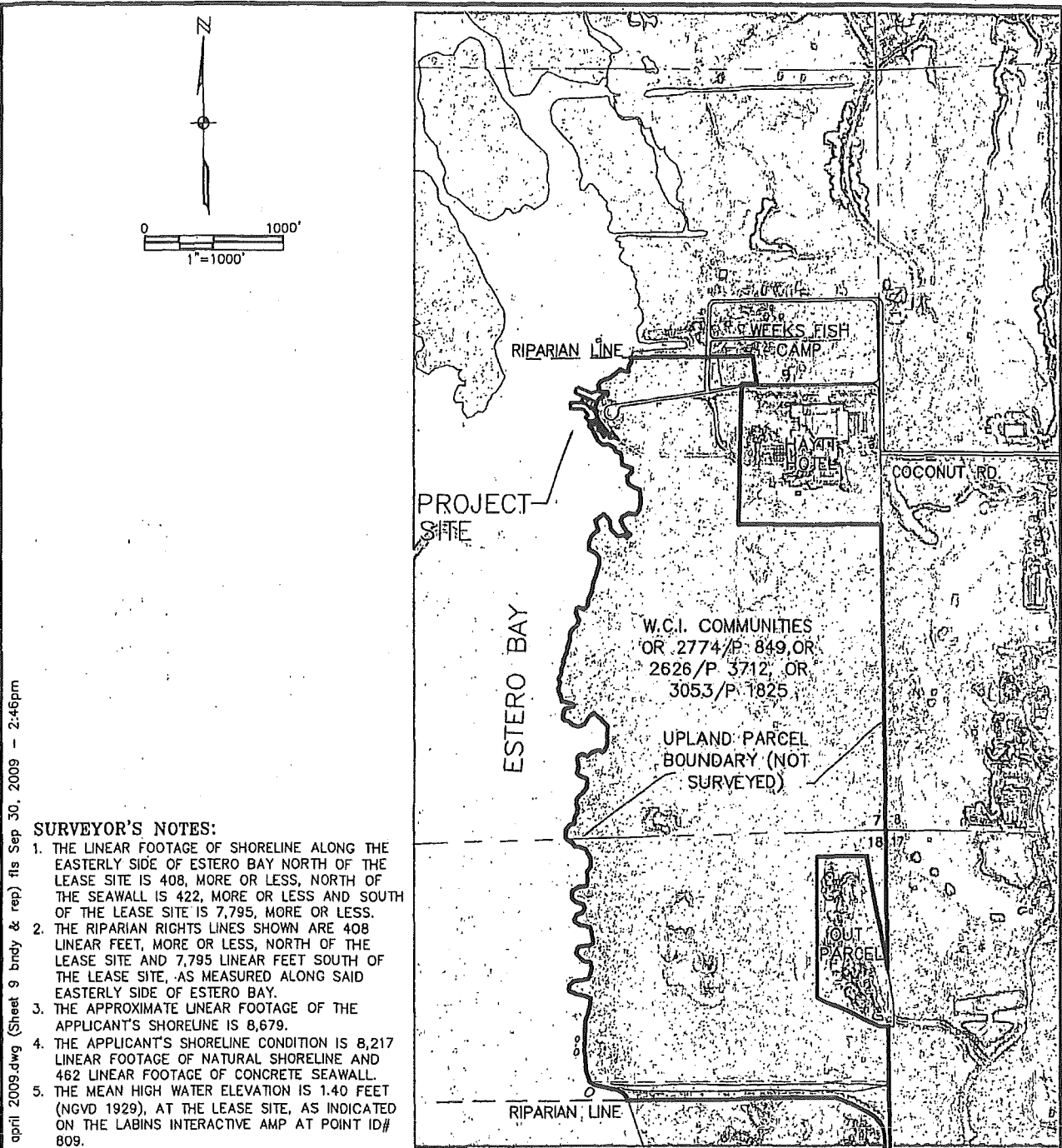
RECEIVED  
FEB 25 2010  
D.E.P. South District



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

COCONUT POINT MARINA PHASE I  
DISTANCE FROM DOCK TO LEASE LINE

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
May, 2009	20087772	7-47-25	1" = 30'	8 OF 9



S:\20087772\revised phase 1. april 2009.dwg (Sheet 9 brdy & rep) fls Sep 30, 2009 - 2:46pm

**SURVEYOR'S NOTES:**

1. THE LINEAR FOOTAGE OF SHORELINE ALONG THE EASTERLY SIDE OF ESTERO BAY NORTH OF THE LEASE SITE IS 408, MORE OR LESS, NORTH OF THE SEAWALL IS 422, MORE OR LESS AND SOUTH OF THE LEASE SITE IS 7,795, MORE OR LESS.
2. THE RIPARIAN RIGHTS LINES SHOWN ARE 408 LINEAR FEET, MORE OR LESS, NORTH OF THE LEASE SITE AND 7,795 LINEAR FEET SOUTH OF THE LEASE SITE, AS MEASURED ALONG SAID EASTERLY SIDE OF ESTERO BAY.
3. THE APPROXIMATE LINEAR FOOTAGE OF THE APPLICANT'S SHORELINE IS 8,679.
4. THE APPLICANT'S SHORELINE CONDITION IS 8,217 LINEAR FOOTAGE OF NATURAL SHORELINE AND 462 LINEAR FOOTAGE OF CONCRETE SEAWALL.
5. THE MEAN HIGH WATER ELEVATION IS 1.40 FEET (NGVD 1929), AT THE LEASE SITE, AS INDICATED ON THE LABINS INTERACTIVE AMP AT POINT ID# 809.
6. THE CONDITION OF THE SHORELINE NORTH OF THE LEASE SITE IF OVER 1,000 LINEAR FOOTAGE OF NATURAL SHORELINE AND 400 LINEAR FEET, MORE OR LESS, OF CONCRETE SEAWALL. THE CONDITION OF SHORELINE SOUTH OF THE LEASE SITE IS OVER 1,000 LINEAR FOOTAGE OF NATURAL SHORELINE.
7. THE ABOVE FOOTAGES GIVEN WERE TAKEN BY SCALE FROM AN AERIAL PHOTOGRAPH DATED JANUARY 2008 AND WERE NOT FIELD SURVEYED WITH THE EXCEPTION OF THE CONCRETE SEAWALL AS MENTIONED IN NOTE 4.

**ATTACHMENT A  
PAGE 18 OF 21  
SSLL NO.: 361933749**

**RECEIVED  
FEB 25 2010**

SPECIFIC PURPOSE SURVEY  
SUBMERGED LEASE  
LYING WITHIN  
THE ESTERO BAY  
SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
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

**COCONUT POINT MARINA PHASE I  
UPLAND OWNERSHIP & RIPARIAN LINES**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
May, 2009	20087772	7-47-25	1" = 1000'	9 OF 9

INSTR # 2013000002297, Doc Type D, Pages 3, Recorded 01/03/2013 at 02:12 PM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D \$4900.00 Rec. Fee \$27.00 Deputy Clerk JMILLER

# 2130  
# 7001K  
12/1/13  
(2)

Return To 9871  
Florida Title & Guarantee  
2020 Clubhouse Dr.  
Sun City Center, FL 33573

This Instrument Prepared  
By And Returned To:  
WCI COMMUNITIES, LLC  
24301 Walden Center Drive  
Bonita Springs, Florida 34134

Property Appraisers Parcel  
Identification (Folio) Number:  
07-47-25-00-00004.0000

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, executed as of the 19<sup>th</sup> day of December, 2012, by WCI COMMUNITIES, LLC, a Delaware limited liability company (the "Grantor"), whose mailing address is 24301 Walden Center Drive, Bonita Springs, Florida 34134, to PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 24501 Walden Center Drive, Bonita Springs, FL 34134 (the "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee's successors and assigns forever, the following described real property situate, lying, and being in Lee County, Florida, (the "Property") legally described in Exhibit "A" attached hereto.

Together with all easements, tenements, hereditaments, and appurtenances belonging or in any ways appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title, interest, claims, and demands whatsoever of the Grantor, either in law or equity, of, in, and to the Property, with the hereditaments and appurtenances to the Property.

This conveyance is subject to: all easements, conditions, restrictions, covenants, limitations, reservations and matters of record, provided, however, that this reference shall not operate to reimpose any of same; all taxes and assessments for the year 2013 and subsequent years; all laws, ordinances, governmental regulations and resolutions, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and matters which would be disclosed by an accurate survey.

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

And Grantor covenants with Grantee that, except as above noted and as limited by the next sentence, at the time of the delivery of this special warranty deed, Grantor hereby specially warrants the title to the Property and will defend it against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise. Grantor shall have no liability under the warranties contained in this special warranty deed as to any of the documents recorded in the Public Records of Lee County, Florida which are disclosed in the title insurance commitment



Exhibit "A" to Special Warranty Deed

**LEGAL DESCRIPTION**

**PARCEL OF LAND  
LYING IN  
GOVERNMENT LOTS 2 AND 3  
SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA**

Parcel of land lying Government Lots 2 and 3, Section 7, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the northeast corner of Government Lot 3, Section 7, Township 47 South, Range 25 East, Lee County, Florida, thence South 89°13'23" West on the north line of said Government Lot 3 for 1,106.55 feet to an intersection with the west line of a parcel of land as described in Official Records Book 3052, page 1859, public Records of Lee County, Florida and the Point of Beginning. From said Point of Beginning thence South 00°46'55" East on the west line of said parcel for 35.58 feet to a point 20 feet south of the south line of a boardwalk easement as recorded under Instrument Number 2012000278420 and rerecorded under Instrument Number 2012000283103, said public records; thence South 89°14'37" West for 728 feet, more or less, to an intersection with the mean high water line of Estero Bay, passing through a point at 426.54 feet being 20 feet south of (as measured on a perpendicular) a jog in said boardwalk easement; thence meander northerly along said mean high water line for 1678 feet, more or less, to an intersection with the north line of the south half of Government Lot 2, Section 47 South, Range 25 East; thence North 89°05'16" East on said north line for 549 feet, more or less to the northwest corner of a parcel of land as described in Instrument Number 2009000243859, said public records; thence South 09°17'44" East on the west line of said parcel for 199.50 feet to an intersection with the north line of the Coconut Road Right-of-Way as recorded in Official Records Book 3421, page 1095, said public records; thence the following bearings and distances on the north, west and south line of said right-of-way: South 78°19'31" West for 121.80 feet; South 00°54'45" East for 42.12 feet; North 81°53'04" East for 115.98 feet; North 89°13'05" East for 75.49 feet to the northwest corner of a parcel of land as recorded in Official Records Book 4154, page 1842, said public records, thence South 03°47'55" East on the west line of said parcel and a parcel of land as recorded in Official Records Book 4154, page 1846, said public records for 202.00 feet to the northwest corner of a parcel of land as recorded in Official Records Book 3052, page 1859, said public records; thence South 00°19'02" West on the west line of said parcel for 209.93 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on State Plane Coordinates, Florida Zone West, North American Datum Of 1983 (NSRS 2007) wherein the north line of said Government Lot 3 bears South 89°13'23" West.