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#### CONSERVATION\_EASEMENT

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1017 THIS CONSERVATION EASEMENT is made this day of August , 1994, by PELICAN'S NEST ASSOCIATES, LTD., a Florida limited partnership, whose address is 4450 Pelican's Nest Drive, Bonita Springs, FL 33923; PELICAN LANDING COMMUNITIES, INC., (formerly known as Westinghouse Bayside Communities, Inc.), whose address is 24820 Burnt Pine Drive, Bonita Springs, FL 33923; and PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-forprofit corporation, whose address is c/o 24820 Burnt Pine Drive, Bonita Springs, Florida 33923 (hereinafter collectively called "Grantors"), to the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, whose address is 3900 Commonwealth Tallahassee, Florida 32399 Boulevard, (hereinafter called "Grantee").

WHEREAS, Grantors are the owners of certain lands situated in Lee County, hereinafter referred to as the "Property", more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Grantors desire to construct a dock or other facility consisting of fifteen (15) slips which will preempt sovereignty submerged lands riparian to the Property and construction of said facility is contingent upon consent by the Grantee; and

WHEREAS, the Grantors, in consideration of the consent of the Grantee, pursuant to Sovereignty Submerged Lands Lease Number 36201745, are agreeable to and desirous of granting and securing the enforcement of a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the Property.

NOW, THEREFORE, in consideration of the issuance of said consent to construct the said facility, the design of which is attached hereto as Exhibit "B" (survey of dock facility) and incorporated by reference, Grantors hereby grant, create, and establish a perpetual conservation easement upon the Property described in Exhibit "A", which shall run with the land and be

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binding upon the Grantors, their heirs, successors and assigns, and remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

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1. It is the purpose of this conservation easement to assure that the Property will be retained predominantly in its natural condition and to prevent any use of the Property that will significantly interfere with such purpose. Except for the specific activities authorized pursuant to Sovereignty Submerged Lands Lease Number 36201745, as depicted in Exhibit "B", and Paragraph 2 of this easement, the construction, placement or maintenance of structures or facilities is prohibited on the Property or the adjacent submerged lands. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

 (a) To enter upon the Property at reasonable times to enforce the rights herein granted upon prior notice to Grantors, their heirs, successors or assigns at the time of such entry; and

(b) To enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Notwithstanding the foregoing, this easement shall not preclude the Grantors, their successors or assigns, from making application to Grantee for the following specific water-dependent uses on the Property:

(a) Redfish Point docking facilities as authorized in the Submerged Lands Lease as more particularly described as Reference Point "B" in the legal description attached hereto as Exhibit "A".

(b) A portion of a walkway commencing at the existing cance park launching facility described as Reference Point "C" in the legal description attached hereto as Exhibit "A" and extending approximately 125' in a southeasterly direction

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toward the existing seventeen (17) slip dock located outside the Property boundaries.

(c) A proposed canoe park launching facility described as Reference Point "E" in the legal description attached as Exhibit "A".

The Grantors recognize that the Grantee, by accepting this easement, does not consent to these uses, but has no objection to the Grantors making application for such uses.

3. Notwithstanding the foregoing, Grantors reserve to themselves, their successors and assigns, the following rights with respect to the Property:

 (a) to engage in environmental preservation, restoration, and other conservation activities required or approved by the requisite regulatory agencies;

(b) to maintain, upkeep and repair the Property;

(c) to trim or remove dead or diseased trees and remove exotic nuisance vegetation as may be approved by the appropriate state, federal and local regulatory agencies;

(d) the riparian rights referenced in Paragraph 13 of this easement; and

(e) the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement.

4. No right or access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantors agree to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and do hereby indemnify and hold Grantee harmless therefrom.

6. Grantors agree to pay any and all real property taxes and assessments levied by governmental authorities on the Property.

7. Grantors intend that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement against Grantors, their heirs, successors, personal representatives and assigns, including, without limitation, cost of suit, attorneys' fees and any costs of

restoration necessitated by the violation of the terms of this conservation easement by Grantors, their heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantors, their heirs, successors, personal representatives or assigns.

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8. Grantors intend that enforcement of the terms and provisions of the conservation easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantors, their heirs, successors, personal representatives or assigns, shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

9. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

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

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

12. Grantors agree that the terms, conditions, restrictions and purposes of this conservation easement will be included in any subsequent deed or other legal instrument by which any Grantor divests itself of any interest in the Property.

13. This conservation easement shall only convey to the Grantee riparian rights associated with the Property which would permit Grantors or their successors-in-ownership of the Property to

erect, construct or maintain any structure on the adjacent submerged lands or water column above those submerged lands other than as may be necessary to maintain the facility shown in Exhibit "B" attached hereto and shall not convey any other riparian rights.

14. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto, their successors and assigns.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this conservation easement shall be binding not only upon Grantors. personal but also on their agents, representatives, heirs, assigns and all other successors in interest and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantors have executed this instrument on the day and year first above written.

Signed, Sealed and Delivered in our Presence as Witnesses:

Cala. David WCALDWELL Typed/Printed Name of Witness

PELICAN LANDING COMMUNITY ASSOCIATION, INC.

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Original Signature of Executing Authority

Douglas Schwartz Typed/Printed Name of Executing Authority

President Title of Executing Authority

PELICAN LANDING COMMUNITIES, INC. (formerly known as WESTINGHOUSE BAYSIDE COMMUNITIES, INC.)

-in1 ann yped/Printed Name of Witness

By: hal Signature of Executing

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Schmoyer Н. Typed/Printed Name of Executing Authority

Executive Vice-President Title of Executing Authority

	PELICAN'S NEST ASSOCIATES, LTD. a Florida limited partnership
	By: PELICAN'S NEST INVESTMENTS, INC., its General Partner
Joann Finn	By Arginal Signature of Executing
Typed/Printed Name of Witness	Typed/Printed Name of Executing Authority
	Vice-President Title of Executing Authority
STATE OF FLORIDA COUNTY OF LEE	
day of <u>CUI2 mat</u> of Pelican Landing Co	ment was acknowledged before me this <u>/O</u> , 1994, by Douglas Schwartz, President mmunity Association, Inc., a Florida the corporation. He is personally known
JOANNI FINNI Notary PLABO Stata of Florida My Commission Explore JUL 31,1005 COMM & CO117889	Norary Public, State of <u>FL</u> <u>Joann Finn</u> Printed, Typed or Stamped Name My Comm. Expires: <u>7-31-95</u> Commission/Serial.No.: <u>CC/17869</u>
STATE OF FLORIDA COUNTY OF LEE	
day of <u><u>Ulaunt</u> Vice-President of Pelican as Westinghouse Bayside C</u>	ment was acknowledged before me this $\underline{/O}$ , 1994, by Jerry H. Schmoyer, as Executive Landing Communities, Inc. (formerly known ommunities, Inc.), a Florida corporation, tion. He is personally known to me.
	Notary Public, State of
JOANN FINN Noiny Public State of Fortida My Commission Expires J.R. 31,1993 COMM # CO 117809	Printed, Typed or Stamped Name My Comm. Expires: 7-3/-95 Commission/Serial.No.: CC117869
STATE OF FLORIDA COUNTY OF LEE	
The foregoing instrument was acknowledged before me this $\frac{10}{10}$ day of <u>uccust</u> , 1994, by Jerry H. Schmoyer, Vice- President of Pellican's Nest Investments, Inc., General Partner of Pelican's Nest Associates, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me.	
	Notary Public, State of <u>FL</u> <u>Toann Finn</u> Printed, Typed or Stamped Name My Comm. Expires: <u>7-31-95</u> Commission/Serial.No.: <u>CC/17869</u>
This document prepared by: Vivien N. Hastings, Esq. 801 Laurel Oak Drive, #500 Naples, FL 33963	JOANNI FINI Notary Public State of Fondsa Notariy Public State of Fondsa

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Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers 4571 Colonial Boulevard, Suite 200, Fort Myers, Florida 33912 . (813) 939-1020 Fax (813) 939-7479

#### DESCRIPTION

#### **Conservation Easement** Lying in Section 20, Township 47 South, Range 25 East, Lee County, Florida, "Segment Two"

All that part of Section 20, Township 47 South, Range 25 East, Lee County, Florida, consisting of a one foot wide strip to run with the land parallel to and landward of the following described Mean High Water Line:

BEGINNING at the intersection of the Mean High Water Line along the East shore of Spring Creek and the south line of Pelican Landing Unit Fifteen according to the plat thereof as recorded in Plat Book 52, pages 48 through 53, Public records of Lee County, Florida;

thence southerly along said Mean High Water Line 2000 feet, more or less to the intersection of said Mean High Water Line and the North line of lands described in Official Record Book 2281, page 2978, Public Records of Lee County, Florida and the Point of Termination of Segment Two.

Subject to easements and restrictions of record.

Prepared by:

WILSON, MILLER, BARTON & PEEK, INC.

Ron L. Wallace, P.L.S. #4961

REF: D-0250-76 W.O.: 3440 DATE: 12 April 1994 **REVISION DATE: 2 August 1994** 



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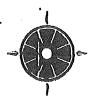
Fort Myers (813) 939-1020 Fax (813) 939-7479

Sarasota (813) 371-3690 Fax (813) 377-9852 380 cn

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### DESCRIPTION **Conservation Easement** Lying in Section 20, Township 47 South, Range 25 East, Lee County, Florida "Segment Three"

All that part of Section 20, Township 47 South, Range 25 East, Lee County, Florida, consisting of a one foot wide strip to run with the land parallel to and landward of the following described Mean High Water Line:

COMMENCING at the southeast corner of the northwest quarter of said Section 20, thence N.00°50'48"W along the North-South guarter section line of said Section 20 for 283.96 feet; thence S.89°09'12"W. 267.16 feet; thence S.60°51'38"W. 60 feet more or less to the intersection of the Mean High Water Line along the eastern shore of Spring Creek and the South line of lands described in Official Record Book 2342, page 1525, Public Records, Lee County, Florida and the POINT OF BEGINNING of Segment Three;

thence northerly along said Mean High Water Line 160 feet more or less to Reference Point "B":

thence continue northerly along said Mean High Water Line 130 feet more or less to the intersection of said Mean High Water Line and the North line of lands described in Official Record Book 2281, page 2978, Public Records of Lee County, Florida and the Point of Termination of Segment Three, having a total of 290 linear feet more or less.

Subject to easements and restrictions of record.

Prepared by:

WILSON, MILLER, BARTON & PEEK, INC.

Kon F. Wallace. Ron L. Wallace, P.L.S. #4961

REF: D-0250-76 W.O.: 3440 12 April 1994 DATE: **REVISION DATE: 2 August 1994** 



EXHIBIT A

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Naples (813) 649-4040 Fax (813) 643-5716

Fort Myers (813) 939-1020 Fax (813) 939-7479

Sarasota (813) 371-3690 Fax (813) 377-9852

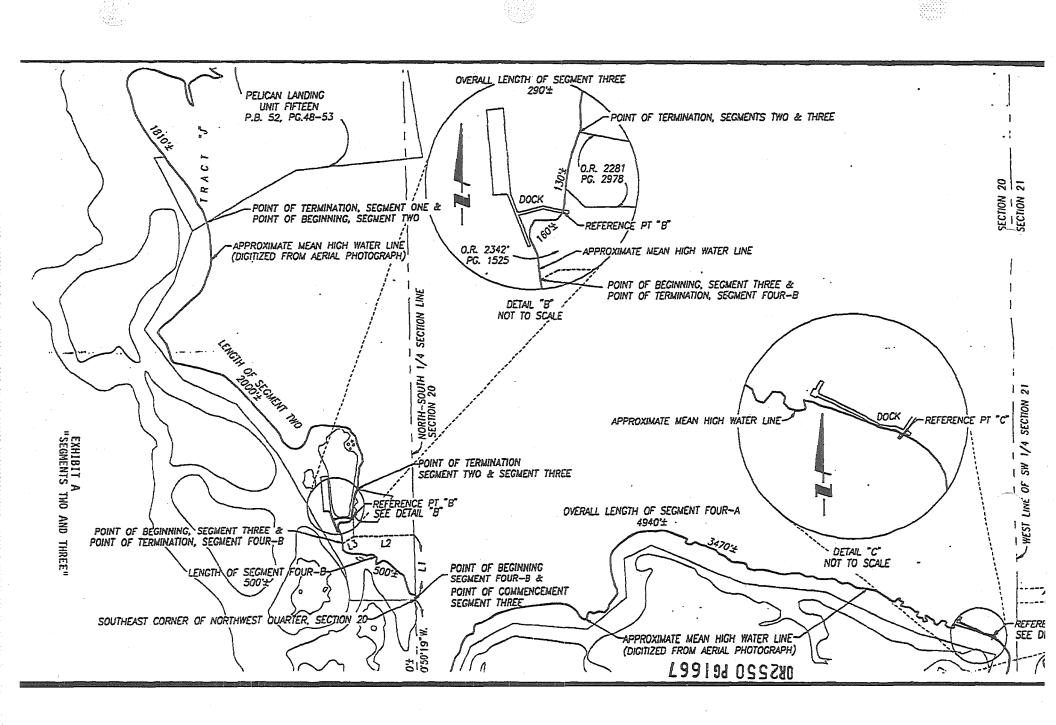
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DESCRIPTION **Conservation Easement** Lying in Section 20, Township 47 South, Range 25 East, Lee County, Florida "Segments Four-A and Four-B"

All that part of Section 20, Township 47 South, Range 25 East, Lee County, Florida, consisting of a one foot wide strip to run with the land parallel to and landward of the following described Mean High Water Line:

**BEGINNING** at the intersection of the Mean High Water Line along the North Shore of Spring Creek and the West line of the southwest quarter of said Section 21;

thence northerly along said Mean High Water Line 1,470 feet more or less to Reference Point "C";

thence westerly along said Mean High Water Line 3,470 feet more or less to the intersection of said Mean High Water Line and the North-South guarter section line of said Section 20 and the Point of Termination of Segment Four-A, having a total of 4.940 linear feet, more or less;

thence along said North-South guarter Section line N.00°50'19"W. 480 feet more or less to the intersection of said quarter section line and said Mean High Water Line and the POINT OF BEGINNING of Segment Four-B;

thence northwesterly along said Mean High Water Line 500 feet more or less to the intersection of said Mean High Water Line and the South line of the lands described in Official Record Book 2342, page 1525, Public Records, Lee County. Florida and the Point of Termination of Segment Four-B.

Segments Four-A and Four-B have 5,440 combined linear footage, more or less.

Subject to easements and restriction of record.

Bearings are based on the North line of the Northwest quarter of Section 20, Township 47 South, Range 25 East being N.00°50'19"W.

Prepared by:

WILSON, MILLER, BARTON & PEEK, INC.

Ron F. Wallace Ron L. Wallace, P.L.S. #4961

REF: D-0250-76 W.O.: 3440 12 April 1994 DATE: **REVISION DATE: 2 August 1994** 

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EXHIBIT A

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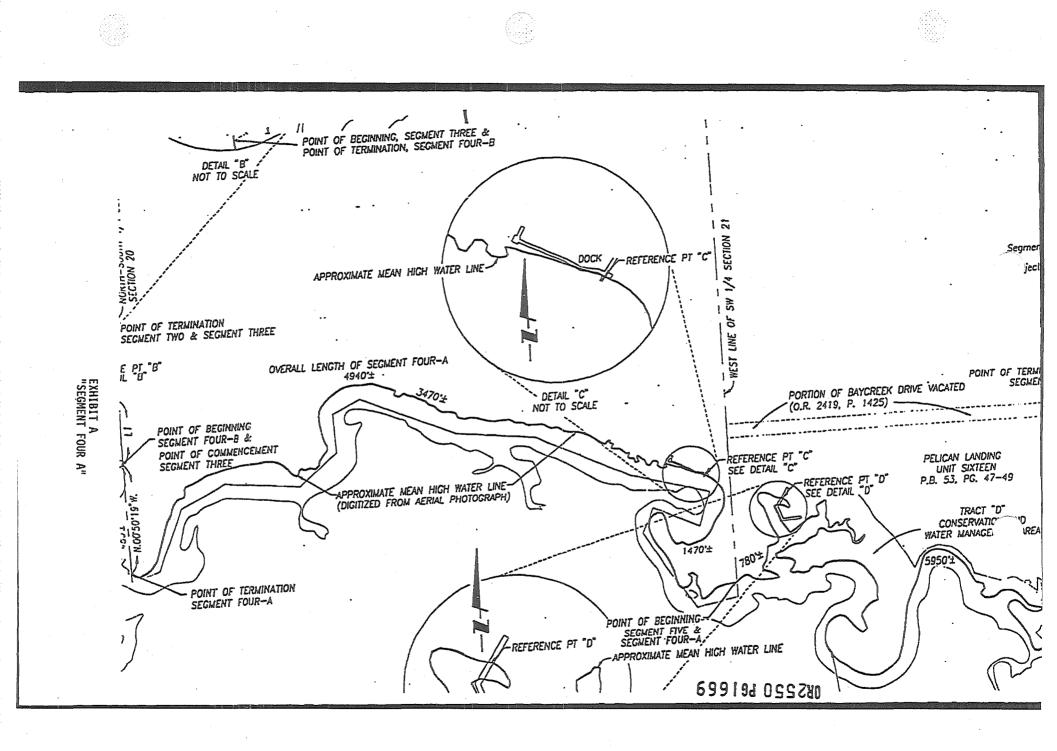
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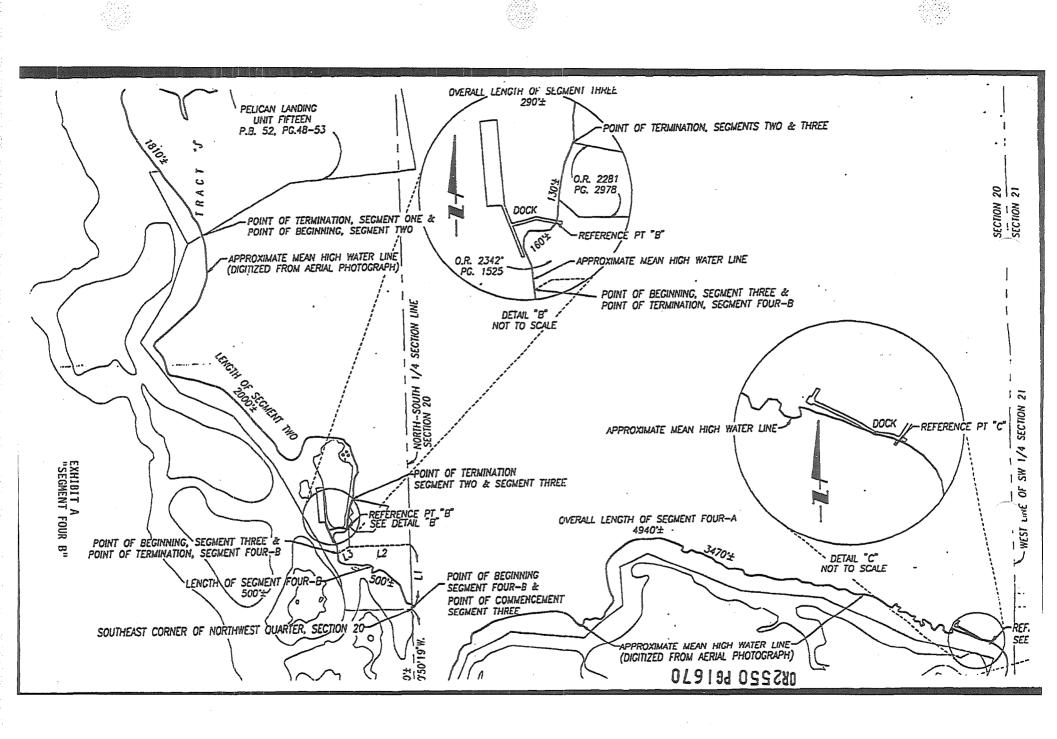
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### DESCRIPTION

**Conservation Easement** Lying in Tract "G" of Pelican Landing Unit Fourteen Section 21, Township 47 South, Range 25 East, Lee County, Florida "Segments Six-A and Six-B"

All that part of Tract "G" of Pelican Landing Unit Fourteen according to the plat thereof as recorded in Plat Book 53, pages 35 through 46, Public Records of Lee County, Florida, consisting of a one foot wide strip to run with the land parallel to and landward of the following described Mean High Water Line:

BEGINNING at the intersection of the Mean High Water Line along the North shore of Spring Creek and the West right-of-way of Tamiami Trail (U.S. Highway 41) as recorded in Official Record Book 1000, page 85, Public Records of Lee County, Florida, thence northwesterly along said Mean High Water Line 740 feet more or less to Reference Point "E";

thence northwesterly along said Mean High Water Line 1,130 feet more or less to the intersection of said Mean High Water Line and the east line of the east 600 feet of the East one half of the southwest quarter of said Section 21 and the Point of Termination of Segment Six-A, having a total of 1,870 linear feet, more or less;

thence continue westerly along said Mean High Water Line 840 feet more or less to the intersection of said Mean High Water Line and the west line of the East 600 feet of the East one half of the southwest quarter of said Section 21 and the POINT OF BEGINNING of Segment Six-B:

thence Westerly and Northerly along said Mean High Water Line 1,450 feet more or less to the intersection of the Northerly prolongation of said Mean High Water Line and the westerly prolongation of the south line of a 60 foot wide roadway easement as recorded in Official Record Book 7, page 603, Public Records of Lee County Florida and the Point of Termination for Segment Six-B.

Segments Six-A and Six-B have a combined total of 3,320 linear feet, more or less.

Subject to easements and restrictions of record.

Prepared by:

WILSON, MILLER, BARTON & PEEK, INC.

Kon L. Wallace L. Wallace, P.L.S. #4961

**REF:** D-0250-76 W.O.: 3440 12 April 1994 DATE: REVISED: 14 June 1994 **REVISED: 2 August 1994** 

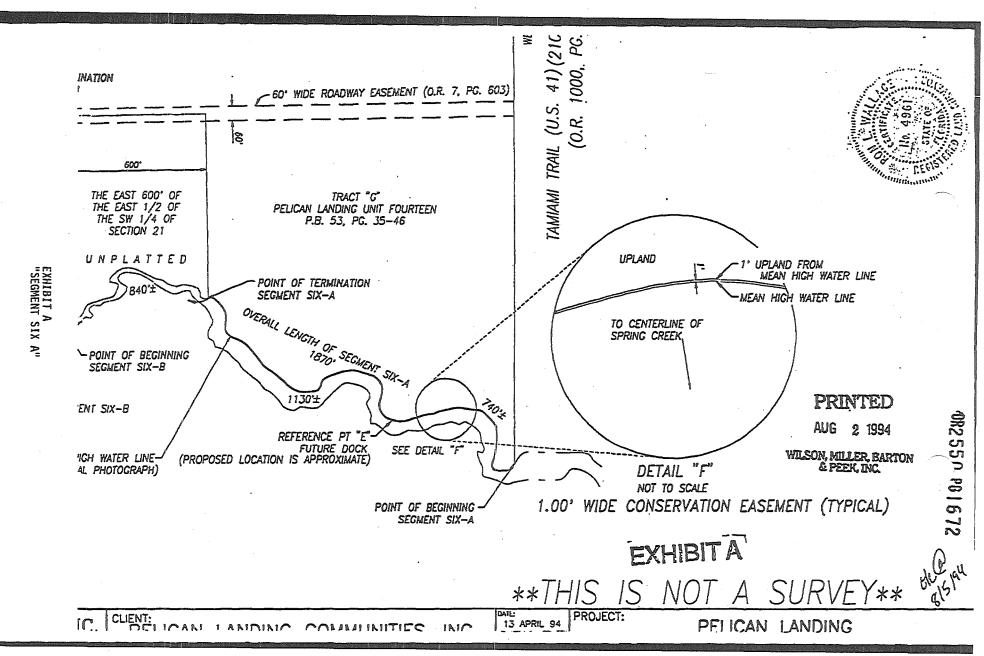
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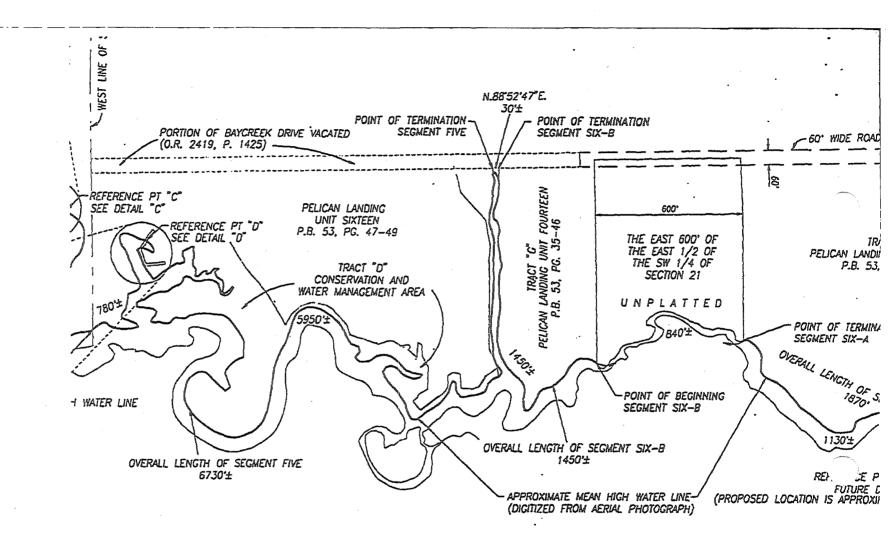
Naples (813) 649-4040 Fax (813) 643-5716



Fort Myers (813) 939-1020 Fax (813) 939-7479 EXHIBIT A

Sarasota (813) 371-3690 Fax (813) 377-9852





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EXHIBIT A "SEGMENT SIX B"

