

199.50

3712487

DR2567 Pg 1469

This Instrument Prepared By:
Alice E. Heathcock
Bureau of Submerged Lands and Preserves
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

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. and Pelican Landing Communities, Inc., hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign 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 for a period of five years from January 25, 1994, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. The Lessee is hereby authorized to construct and operate exclusively a private, multi-slip, residential docking facility in conjunction with the upland residential development, without fueling facilities, without sewage pumpout facilities, and without liveaboards, as shown and conditioned in Attachment A, and the Department of Environmental Regulation Permit No. [redacted] dated December 6, 1990; Modification No. [redacted] dated November 22, 1991; and Modification No. 362205035 dated November 30, 1992, Attachment B. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or first 5 years, whichever is sooner, without any right of renewal.

2. The Lessee hereby agrees to pay an initial annual lease fee and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, of \$1,058.20 within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Lessor will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees or other charges due hereunder which are not paid within 30 days of their due dates.

[26]

● RECORD VERIFIED - CHARLIE GREEN, CLERK ●
● BY: J. TURNER, D.C. ●

4. 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 wet slip rental information, if applicable. In addition, if the wet slip rental rates change during the year, the Lessee shall submit a revised rate schedule within 30 days following the effective date of the rate change. The Lessor reserves the right to assess retroactively additional payments when the actual rental rates or total number of linear feet for rent used to determine the annual payment differs from the rental rates or total number of linear feet for rent supplied by the Lessee.

5. 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. 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 payment verification purposes by the Lessor.

7. This lease is given to the Lessee to use or occupy the leased premises only for those purposes specified herein. The Lessee shall not alter the approved use of the sovereignty lands or the type of use of the adjacent uplands (e.g., commercial to multi-family residential) without first obtaining the Lessor's written authorization in the form of a modified lease and the payment of additional fees, if applicable, and the removal of that portion of the original structures which are no longer authorized under the modified lease.

8. 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.

9. This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

10. During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the adjacent upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of 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.

11. The Lessee shall investigate all claims of every nature 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. Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. 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, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If cancelled, all of the above-described parcel of land shall

revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce this provision shall be paid by the Lessee. All notices required to be given to 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.
and Pelican Landing Communities, Inc.
24820 Burnt Pine Drive
Bonita Springs, Florida 33923.

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.

14. 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.

15. 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.

16. 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.

17. The Lessee shall not permit any vessel required to be registered or titled under Florida law to moor or dock within or otherwise use the leased area unless such vessel is registered or titled in accordance with Chapters 327 and 328, Florida Statutes.

18. 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 the form set forth in Attachment C, 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.

19. 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.

20. Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

21. Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a

renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment D, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

22. 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 14 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 Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

23. 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 interest of the Lessee in its uplands enforceable in summary proceedings as provided by Law.

24. The Lessee, at its own expense, shall record this lease and any subsequent approved renewal and/or modified leases in the official records of the county within which the lease site is located within fourteen (14) days after receipt of a fully executed copy of this lease, and shall provide the Lessor with a copy of the recorded lease indicating the book and page at which the lease is recorded.

25. 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.

26. 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, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) Lessee provides to Lessor an acceptable engineering drawing of the proposed lift; (b) the location or size of the lift does not increase the mooring capacity of the facility; and (c) written approval of Lessor is obtained prior to the installation or construction of the lift. A copy of such authorization shall be attached to the lease.

27. Lessee shall place and maintain covered, secured trash receptacles, preferably of 50 gallon capacity, of a sufficient number and at appropriate locations on the overwater structures within the leased area to encourage facility users to discard litter in an acceptable manner and prevent litter from being discarded into the waters of the State. Immediately adjacent to the trash receptacles, Lessee shall post signs the size of which shall be at least as large as 18" x 24" with white lettering on green background to carry an appropriate message such as DON'T BE A LITTER BUG; PLEASE PLACE TRASH IN RECEPTACLE; or TRASH RECEPTACLE.

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28. No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. 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. In addition, the Lessee shall not undertake any repair or renovation activities within the leased premises without first obtaining the written consent of 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 Rule 18-14, Florida Administrative Code.

29. Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE 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.

30. SPECIAL LEASE CONDITIONS:

- a. Lessee shall apply to all necessary government entities for the installation of the proposed channel markers as depicted on the associated drawings by W. Dexter Bender and Associates and dated September 28, 1990, which were attached to and made a part of the Board of Trustees' agenda item, 30 days prior to the initiation of construction of the authorized facility. Installation of the channel markers shall be completed within 90 days of receipt of authorization to place the channel markers.
- b. The Lessee agrees to make application to all appropriate government entities for the establishment of an idle speed no wake zone from the proposed facility to the last installed channel marker as depicted on the drawings by W. Dexter Bender and Associates dated October 1, 1990.
- c. The Lessee, its successors and assigns, agree to restrict an existing 17-slip dock located in upper Spring Creek, known as the roll docks, to canoes and other non-combustion powered craft.
- d. The Lessee, its successors and assigns, shall dedicate five of the slips for the sole use of the Lessee, its successors or assigns.
- e. The Lessee, its successors and assigns, shall utilize the facility for flat skiffs or pontoon boats only. There shall be no vessel launching or use by jet skies allowed at the facility.
- f. Lessee shall execute and record conservation easements in favor of Lessor and in a form acceptable to Lessor encumbering the waterward most one foot of Lessee's waterfront property a total approximate linear distance of 12,020 feet, identified as Segments 1, 5, 6-A, and 6-B, as shown on the sketch dated April 13, 1994. The Lessee shall provide a copy of the recorded conservation easements for the waterfront property in Segments 1, 5, 6-A, and 6-B to the Lessor as they are executed and recorded simultaneously with the plat for the affected waterfront property, but prior to renewal or modification of this lease.

DR2567 P61474

WITNESSES:

Latoria Peoples
Original Signature

Latoria Peoples
Typed/Printed Name of Witness

Amy M. Mock
Original Signature

Amy M. Mock
Typed/Printed Name of Witness

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

Percy W. Mallison, Jr.
BY Percy W. Mallison, Jr. Director,
Division of State Lands, Agent for the
Board of Trustees of the Internal
Improvement Trust Fund

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21 day of July, 1994, by Percy W. Mallison, Jr., Division Director, who is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

Leigh O'Shields
Notary Public, State of Florida
LEIGH O'SHIELDS

Printed, Typed or Stamped Name
Notary Public, State of Florida
My Commission Expires April 18, 1995
Commission/Serial No. CC100616

WITNESSES:

Mary J. Gasperini
Original Signature

MARY J. GASPERINI
Typed/Printed Name of Witness

[Signature]
Original Signature

Terrence S. Dolan
Typed/Printed Name of Witness

Pelican Landing Community Association, Inc. (SEAL)

Lossee
BY [Signature]
Original Signature of Executing Authority

Douglas L. Schwartz
Typed/Printed Name of Executing Authority

President / Vice President
Title of Executing Authority

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28th day of JUNE, 1994, by Douglas L. Schwartz of Pelican Landing Community Association, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires:
SEP 2, 1997

Cynthia A. Devito
Notary Public, State of FLORIDA

Commission/Serial No. CC312854

CYNTHIA A. DEVITO
Printed, Typed or Stamped Name



WITNESSES:

Gary J. Gasperini
Original Signature

GARY J. GASPERINI
Typed/Printed Name of Witness

Terrence S. Dolan
Original Signature

Terrence S. Dolan
Typed/Printed Name of Witness

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28th day of JUNE, 1994, by JERRY H. SCHMOYER of Pelican Landing Communities, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or ~~who has produced~~ _____, as identification.

My Commission Expires:
SEP 2, 1997

Commission/Serial No. CC 312854

Pelican Landing Communities, Inc. (SEAL)
Lessee

BY Jerry H. Schmoyer
Original Signature of Executing Authority

JERRY H. SCHMOYER
Typed/Printed Name of Executing Authority

President / Vice President
Title of Executing Authority

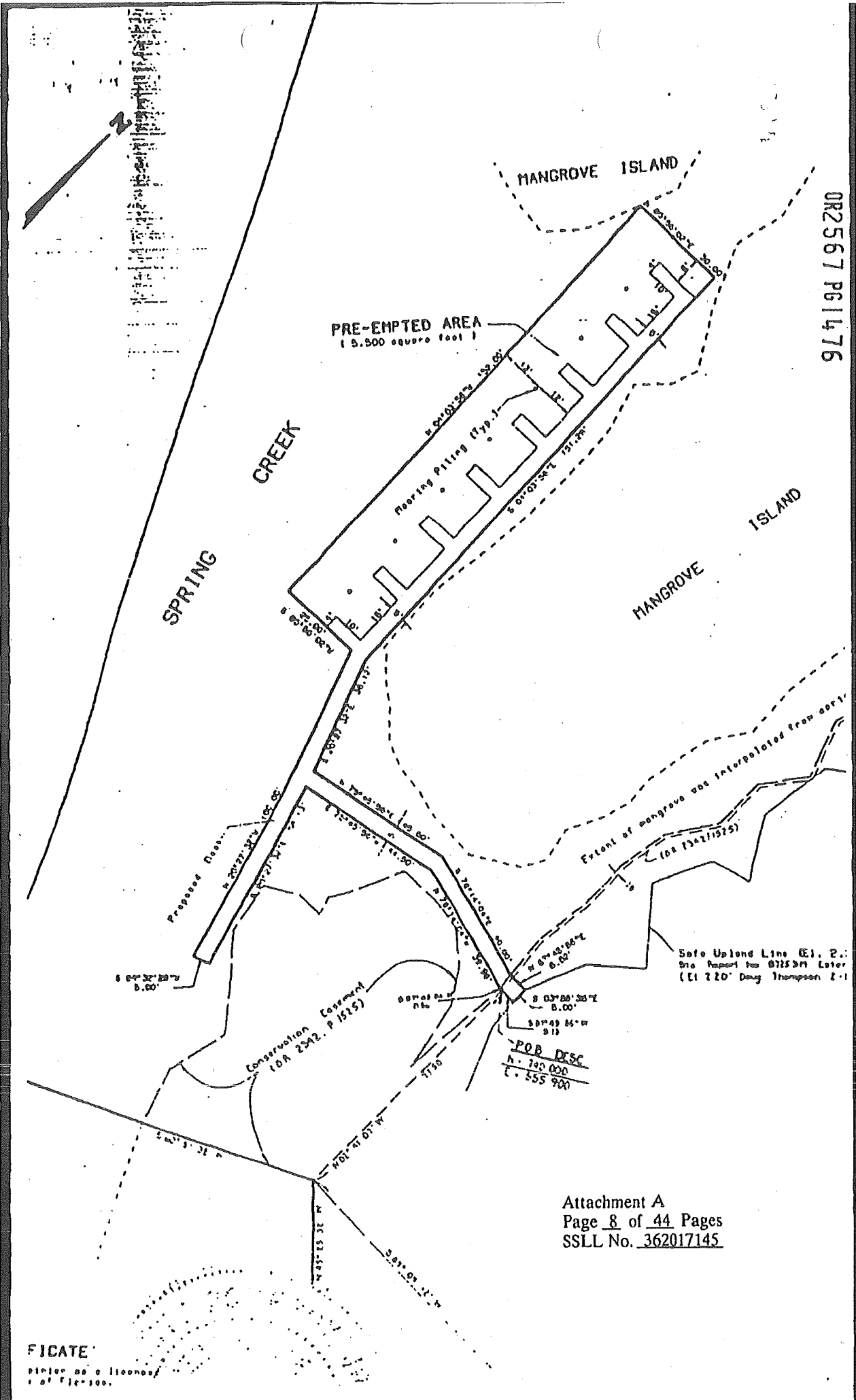
"LESSEE"

Cynthia A. Devito
Notary Public, State of FLORIDA

CYNTHIA A. DEVITO
Printed, Typed or Stamped Name



DR2567 Pg 1476



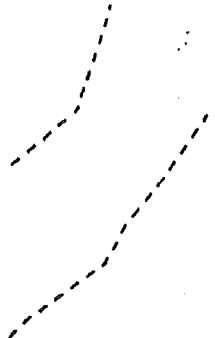
Attachment A
Page 8 of 44 Pages
SSL No. 362017145

FICATE
State of Florida
of Florida.

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NOTES

1. Date of last field work: February 23, 1994.
2. This survey does not make any representation as to zoning or development restrictions on subject parcel.
3. This survey is subject to any facts that may be disclosed by a full and accurate title search.
4. There are no visible improvements other than as shown.
5. There are no visible encroachments.
6. This survey does not reflect physical characteristics of the surveyed parcel.
7. This survey was performed for the purpose shown herein and does not make any representation as to the delineation of any jurisdictional lines except as shown or noted herein.
8. No environmental assessment or audit was performed on the surveyed parcel by this firm.
9. Elevations shown are in feet above National Geodetic Vertical Datum, based on level circuit from U.S.C. & G.S. Bench Mark T-244.
10. Coordinates shown for the Point of Beginning were used from U.S.C.S. Quad Sheet "BONITA SPRINGS, FLA."



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

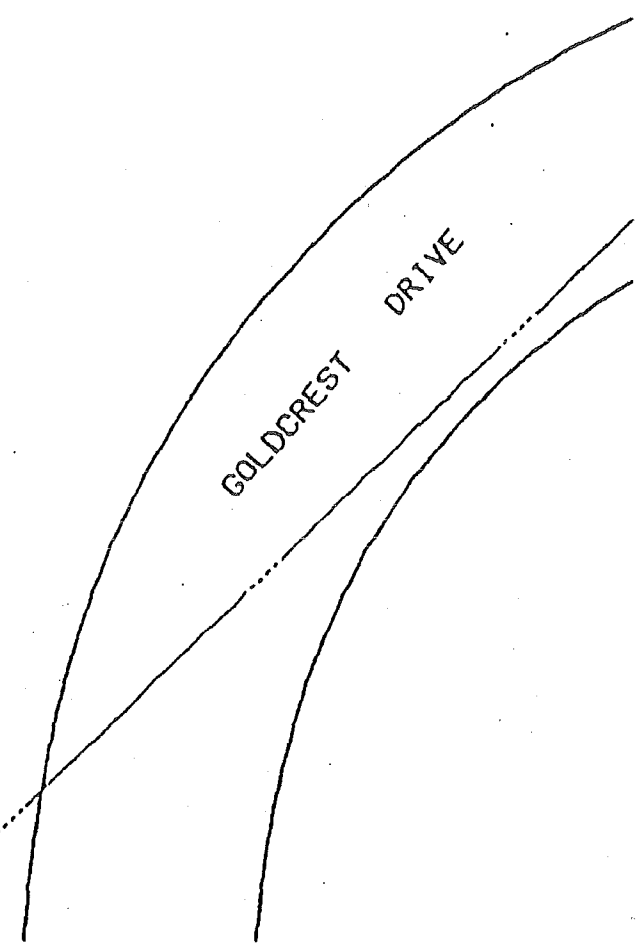
A submerged land lease lying in the northwest quarter (NW-1/4) of Section 20, Township 47 South, Range 25 East, Lee County, Florida which lease is described as follows:

From the southeast corner of said northwest quarter (NW-1/4) run N 00° 30' 45" W along the east line of said northwest quarter (NW-1/4) for 203.96 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' 36" 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 38.13 feet; thence run S 69° 32' 28" W for 5.00 feet; thence run N 20° 27' 32" W for 100.00 feet; thence run S 85° 36' 02" W for 25.00 feet; thence run N 04° 03' 55" W for 152.00 feet; thence run N 45° 54' 02" E for 30.00 feet; thence run S 04° 03' 58" E for 151.25 feet; thence run S 20° 27' 32" E for 56.12 feet; thence run N 75° 45' 56" E for 42.60 feet; thence run S 78° 14' 04" E for 40.00 feet; thence run N 87° 45' 36" E for 6.02 feet; thence run S 03° 46' 36" E for 5.00 feet; thence run S 87° 45' 36" W for 5.13 feet to the Point of Beginning.

Containing 5,509 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



Attachment A
 Page 9 of 44 Pages
 SSLL No. 362017145

EAST LINE OF NW 1/4 SECTION 20



Florida Department of Environmental Regulation

South District • 2295 Victoria Avenue, Suite 264 • Fort Myers, Florida 33901
Lawton Chiles, Governor Carol M. Browner, Secretary

DR2567 Pg 1478

November 30, 1992

CERTIFIED MAIL P 048 0B2 436
Return Receipt Requested

Westinghouse Bayside Communities, Inc.
c/o Terry S. Dolan
9200 Bonita Beach Road, Suite 101
Bonita Spring, FL 33923

RE: Lee County - WRR
Modification of Conditions
Old Permit No. 361763295
Permit No. 362205035

Dear Mr. Dolan:

We are in receipt of your request for a modification of the permit conditions. The conditions are changed as follows:

Change Specific Condition No. 5 From:

5. The creek shall be marked with Coast Guard approved navigational aids from the project site through the mouth of Spring Creek.

Change Specific Condition No. 5 To:

5. The creek shall be marked with Coast Guard approved navigational aids as indicated on the revised permit drawings stamped November 24, 1992. This represents a deletion of several markers adjacent to and south/southeast of the project site. The channel markers shall be completely installed prior to the start of construction of the project.

This letter must be attached to your permit and becomes a part of that permit. All other general and specific conditions of the permit shall remain unchanged.

This letter constitutes final agency action unless a person whose substantial interests are affected by the Department's permitting decision petitions for an administrative proceeding (hearing) in accordance with Section 120.57, Florida Statutes, within fourteen (14) days from the date of receipt of this letter. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department of Environmental Regulation at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400 within fourteen (14) days from the date of receipt of this letter. Petitions

MAILED 24 1992

Attachment B
Page 10 of 44 Pages
SSLL No. 362017145

Westinghouse Bayside Communities, Inc.
DER File No. 362205035
Page Two

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shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under Section 120.57, Florida Statutes.

The Petition shall contain the following information;

(a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department Permit File Number and the county in which the project is proposed;

(b) A statement of how and when each petitioner received notice of the Department's action or proposed action;

(c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;

(d) A statement of the material facts disputed by Petitioner, if any;

(e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action;

(f) A statement of which rules or statutes petitioner contends require reversal or modification of the Department's action or proposed action; and

(g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

If a petition is filed, the hearing process is designed to formulate agency action. Accordingly, the Department's final action as a result of a hearing may be different from the position taken by it in this letter. Therefore, persons whose substantial interests will be affected by any decision of the Department with regard to this application have the right to become a party to the proceeding. The petition must conform to the requirements specified above and must be filed (received) within fourteen (14) days of receipt of this letter, in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at

Westinghouse Bayside Communities, Inc.
DER File No. 362205035
Page Three

the approval of the presiding office upon motion filed pursuant
to Rule 20-5.207, Florida Administrative Code Rule.

Sincerely,



Philip R. Edwards
Director of
District Management

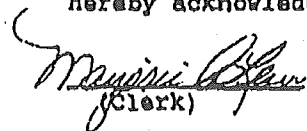
PRE/SCA/ml
cc: United States Army Corps of Engineers, Miami
Department of Natural Resources, Fort Myers
Florida Marine Patrol, Fort Myers
Lee County Property Appraiser

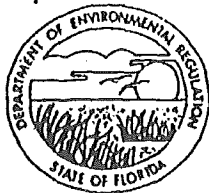
CERTIFICATE OF SERVICE

This is to certify that this MODIFICATION OF CONDITIONS and
all copies were mailed before the close of business on
November 10, 1992 to the listed persons.

Clerk Stamp

FILING AND ACKNOWLEDGMENT
FILED, on this date,
pursuant to §120.52(9),
Florida Statutes, with the
designated Department
Clerk, receipt of which is
heraby acknowledged.

 11-30-92
(Clerk) (Date)



Florida Department of Environmental Regulation

South District • 2269 Bay Street • Fort Myers, Florida 33901-2896

Lawton Chiles, Governor

Carol M. Browner, Secretary

November 22, 1991

CERTIFIED MAIL P 621 109 482
Return Receipt Requested

ONR - STATE LANDS

Westinghouse Bayside Communities, Inc.
c/o W. Dexter Bender and Associates, Inc.
1625 Hendry Street
Suite 201
Ft. Myers, Florida 33901

DEC 20 1991

SWFFO - REC U

RE: Lee County - WRR
Modification of Conditions
Original Permit No. 361763295
Modification No. 362017145

Gentlemen:

We are in receipt of your request for a modification of the permit description. The description is changed as follows:

FROM:

Construct a 95' x 5' walkway to a 405' x 5' marginal pier providing nineteen (19) 20' x 10' boat slips in Spring Creek (Class III Outstanding Florida Waters), at the Pelican's Nest Golf Course Community in Lee County.

TO:

Construct a 95' x 5' walkway to a 250' x 5' marginal pier with eight 4' wide x 10' long finger piers to provide nineteen (19) boat slips as indicated in the attached revised permit drawings stamped November 21, 1991 and located in Spring Creek (Class III Outstanding Florida Waters), at the Pelican's Nest Golf Course Community in Lee County.

This letter must be attached to your permit and becomes a part of that permit. All other general and specific conditions of the permit shall remain unchanged.

Printed  Digit

Attachment B
Page 14 of 44 Pages
SSLL No. 362017145

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This letter constitutes final agency action unless a person whose substantial interests are affected by the Department's permitting decision petitions for an administrative proceeding (hearing) in accordance with Section 120.57, Florida Statutes, within fourteen (14) days from the date of receipt of this letter. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department of Environmental Regulation at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400 within fourteen (14) days from the date of receipt of this letter. Petitions shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under Section 120.57, Florida Statutes.

The Petition shall contain the following information;

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department Permit File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;
- (d) A statement of the material facts disputed by Petitioner, if any;
- (e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of which rules or statutes petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

DR2567 PG1484

If a petition is filed, the hearing process is designed to formulate agency action. Accordingly, the Department's final action as a result of a hearing may be different from the position taken by it in this letter. Therefore, persons whose substantial interests will be affected by any decision of the Department with regard to this application have the right to become a party to the proceeding. The petition must conform to the requirements specified above and must be filed (received) within fourteen (14) days of receipt of this letter, in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding office upon motion filed pursuant to Rule 28-5.207, Florida Administrative Code Rule.

Sincerely,



Philip R. Edwards
Director of
District Management

PRE/KPG/oas

cc: United States Army Corps of Engineers, Jacksonville
Department of Natural Resources, Ft. Myers
Florida Marine Patrol, Ft. Myers
File No. 361763295

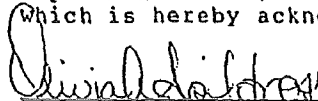
CERTIFICATE OF SERVICE

This is to certify that this MODIFICATION OF CONDITIONS and all copies were mailed before the close of business on November 22, 1991 to the listed persons.

Clerk Stamp

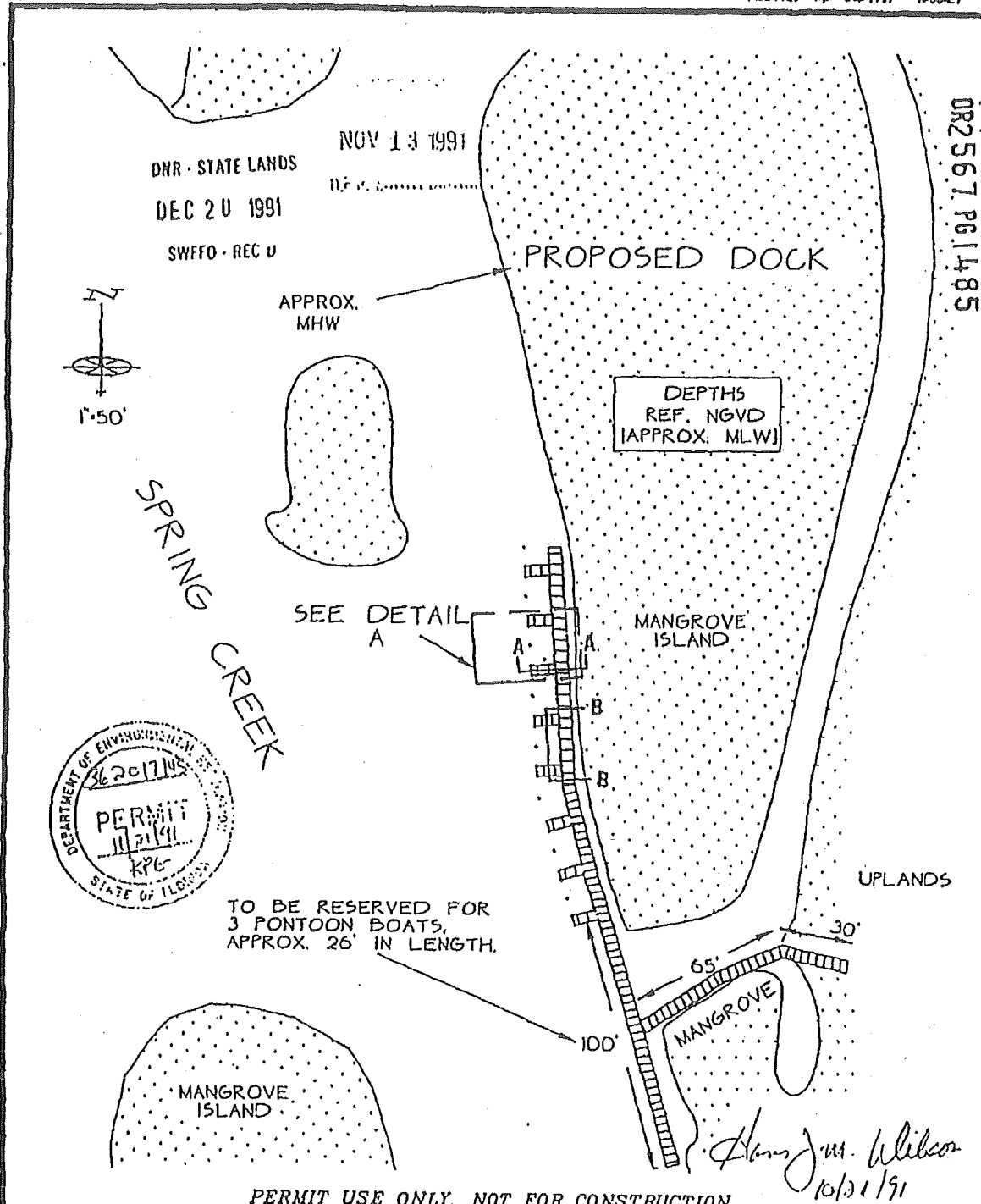
FILING AND ACKNOWLEDGEMENT

FILED, on this date,
pursuant to §120.52(9), Florida
Statutes, with the designated
Department Clerk, receipt of
which is hereby acknowledged.



(Clerk)

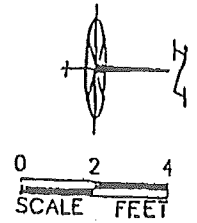
11/22/91
(Date)

DR2567.PG.1485

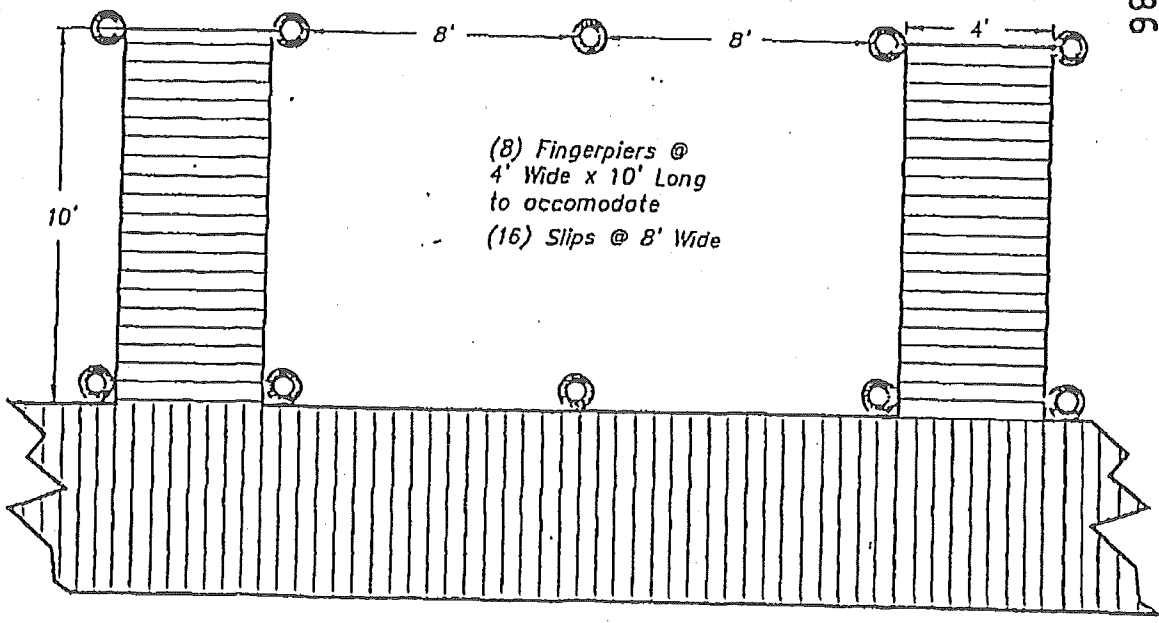


PERMIT USE ONLY, NOT FOR CONSTRUCTION

DRAWN BY D A F SHEET OF	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	2-8-90	W. DEXTER BENDER AND ASSOCIATES	
				1533 HENDRY ST., SUITE 302 FORT MYERS, FL 33901	



DR2567 Pg 1486



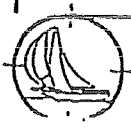
(8) Fingerpiers @
4' Wide x 10' Long
to accomodate
(16) Slips @ 8' Wide

DNR · STATE LANDS
DEC 20 1991
SWFFO · REC D

DETAIL A
Scale 1" = 4'

Corp # 118820906 (E.P.-LH)
July 23, 1991
Pg 4 of 10

PERMIT USE ONLY, NOT FOR CONSTRUCTION



W. DEXTER BENDER
AND ASSOCIATES
1625 HENDRY ST., SUITE 201
FORT MYERS, FL 33901

4/29/91

WESTINGHOUSE
COMMUNITIES

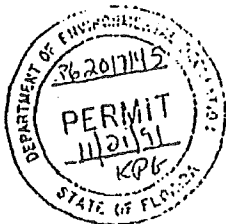
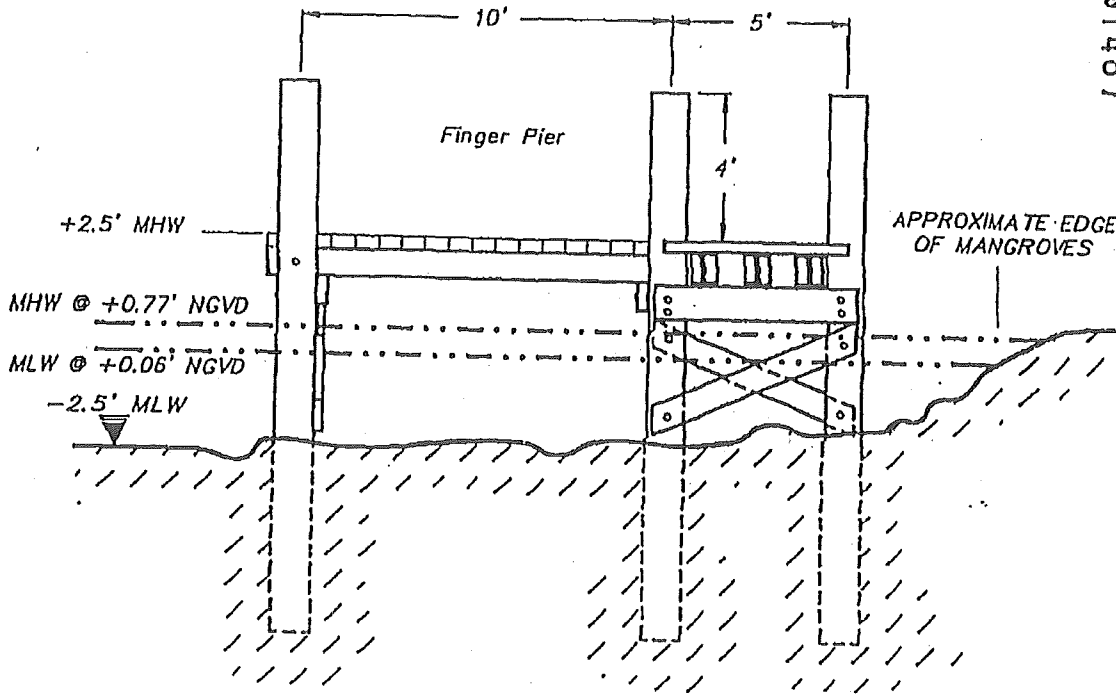
of
Naples,
FL

APPROVED BY
HCS
HEET
27

DR2567 PG1487

NOV 13 1991

D.E.R. COUNTY DEPARTMENT



SECTION A-A
Scale 1"=4'

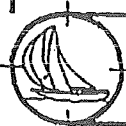
DNR - STATE LANDS

DEC 20 1991

SWFFO - REC D

Ann J. M. Wilson
10/21/91

PERMIT USE ONLY, NOT FOR CONSTRUCTION



**W. DEXTER BENDER
AND ASSOCIATES**
1625 HENDRY ST., SUITE 201
FORT MYERS, FL 33901

10/23/91

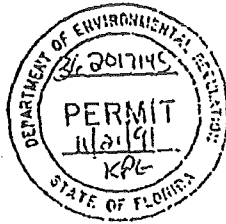
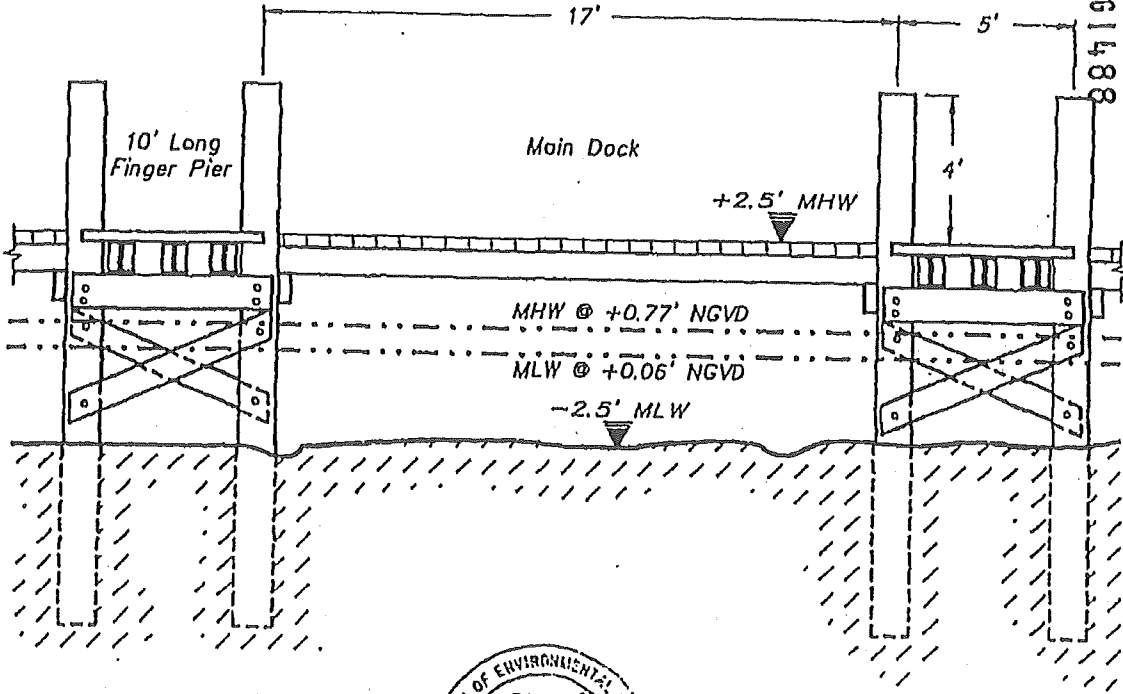
**WESTINGHOUSE
COMMUNITIES**

DRAWN BY
MAX
SHEET
OF

OR2567 PG1488

NOV 13 1991

D.E.H. STATION



SECTION B-B
Scale 1"=4'

DNR - STATE LANDS

DEC 20 1991

SWFFO - REC 0

Ann J. M. Wilson
10/24/91

PERMIT USE ONLY, NOT FOR CONSTRUCTION

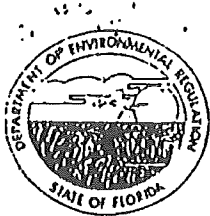


**W. DEXTER BENDER
AND ASSOCIATES**
1625 HENDRY ST., SUITE 201
FORT MYERS, FL 33901

10/23/91

**WESTINGHOUSE
COMMUNITIES**

DRAWN BY
MAX
SHEET
OF



Florida Department of Environmental Regulation

South District • 2269 Bay Street • Fort Myers, Florida 33901-2896 • 813-332-6075
XXXXXXXXXXXX

Bob Martinez, Governor

Dale Twachmann, Secretary

John Shearer, Assistant Secretary
Philip Edwards, Deputy Assistant Secretary

DR2567 PG1489

PERMITTEE: Westinghouse Bayside
Communities, Inc.
c/o W. Dexter Bander & Assoc.
1533 Hendry St., Suite 201
Fort Myers, Florida 33901

PERMIT/CERTIFICATION
No. 361763295

DATE OF ISSUE: December 6, 1990

EXPIRATION DATE: December 6, 1995

COUNTY: Lee

LATITUDE/LONGITUDE:

26°22'30"N

81°50'45"W

SECTION/TOWNSHIP/RANGE:

20 / 47 S / 25 E

PROJECT: Docks

This permit is issued under the provisions of Chapter(s) 403, Florida Statutes, Public Law 92-500, and Florida Administrative Code Rule(s) 17-4, 17-301, 17-302, and 17-312. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings, plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

Construct a 95' x 5' walkway to a 405' x 5' marginal pier providing nineteen (19) 20' x 10' boat slips in Spring Creek (Class III Outstanding Florida Waters), at the Pelican's Nest Golf Course Community in Lee County.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 1 of 7



Modified 11/22/91

Attachment B
Page 21 of 44 Pages
SSLL No. 362017145

PERMITTEE: Westinghouse Bayside
Communities, Inc.
c/o W. Dexter Bender & Assoc.
1533 Hendry Street, Suite 201
Fort Myers, Florida 33901

PERMIT/CERTIFICATION
No. 361763295
DATE OF ISSUE: December 6, 1990
EXPIRATION DATE: December 6, 1995

DR2567 PG1490

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and as such are binding upon the permittee and enforceable pursuant to the authority of Section 403.161, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is hereby placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants or representatives.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Subsections 403.087(6) and 403.722(5), Florida Statutes, the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit does not constitute a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in the permit.
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgement of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the state. Only the Trustees of the Internal Improvement Trust Fund may express state opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, plant or aquatic life or property and penalties therefore caused by the construction or operation of this permitted source, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 2 of 7

Attachment B
Page 22 of 44 Pages
SSLL No. 362017145

PERMITEE: Westinghouse Bayside
Communities, Inc.
c/o W. Dexter Bender & Assoc.
1533 Hendry Street, Suite 201
Fort Myers, Florida 33901

PERMIT/CERTIFICATION
No. 361763295
DATE OF ISSUE: December 6, 1990
EXPIRATION DATE: December 6, 1995

DR2567 Pg 1491

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

- a. Having access to and copying any records that must be kept under the condition of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under this permit; and
- c. Sampling or monitoring any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with, or will be unable to comply with any condition or limitation specified in his permit, the permittee shall immediately notify them and provide the Department with the following information:

- a. A description of and cause of non-compliance; and
- b. The period of non-compliance, including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the Department, may be used by the Department as evidence in any enforcement case arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.73 and 403.111, Florida Statutes.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Florida Administrative Code Rules 17-4.12 and 17-30.30, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

PERMITTEE: Westinghouse Dayside
Communities, Inc.
c/o W. Dexter Bender & Assoc.
1533 Hendry Street, Suite 201
Fort Myers, Florida 33901

PERMIT/CERTIFICATION
No. 361763295
DATE OF ISSUE: December 6, 1990
EXPIRATION DATE: December 6, 1995

OR2567 PG1492

12. This permit is required to be kept at the work site of the permitted activity during the entire period of construction or operation.

13. This permit also constitutes:
- () Determination of Best Available Control Technology (BACT)
 - () Determination of Prevention of Significant Deterioration (PSD)
 - (X) Certification of Compliance with State Water Quality Standards (Section 403, PL 92-500)
 - () Compliance with New Source Performance Standards

14. The permittee shall comply with the following monitoring and record keeping requirements:

a. Upon Request, the permittee shall furnish all records and plans required under Department rules. The retention period for all records will be extended automatically, unless otherwise stipulated by the Department, during the course of any unresolved enforcement action.

b. The permittee shall retain at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), copies of all records required by this permit, and records of all data used to complete the application for this permit. The time records of all data used to complete the application for this permit. The time period of retention shall be at least three years from the date of the sample, measurement, report or application unless otherwise specified by Department rule.

- c. Records of monitoring information shall include:
- the date, exact place, and time of sampling or measurements;
 - the person responsible for performing the sampling or measurements;
 - the date(s) analyses were performed;
 - the person responsible for performing the analyses;
 - the analytical techniques or methods used; and
 - the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be submitted or corrected promptly.

PERMITTEE: Westlinghouse Bayside
Communities, Inc.

c/o W. Dexter Bender & Assoc.
1533 Hendry Street, Suite 201
Fort Myers, Florida 33901

PERMIT/CERTIFICATION
No. 361763295

DATE OF ISSUE: December 6, 1990
EXPIRATION DATE: December 6, 1995

DR2567 Pg 1493

SPECIFIC CONDITIONS:

1. The permittee is hereby advised that Florida law states: "No person shall commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Natural Resources under Chapter 263, until such person has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use." Pursuant to Florida Administrative Code Rule 16Q-14, if such work is done without consent, or if a person otherwise damages state land or products of state land, the Board of Trustees may levy administrative fines of up to \$10,000 per offense.
2. If historical or archaeological artifacts, such as Indian canoes, are discovered at any time within the project site the permittee shall immediately notify the district office and the Bureau of Historic Preservation, Division of Archives, History and Records Management, R.A. Gray Building, Tallahassee, Florida 32301.
3. The Fort Myers Department of Environmental Regulation office shall be notified in writing 48 hours prior to commencement of work.
4. Turbidity screens shall be utilized and properly maintained during the permitted construction and shall remain in place until any generated turbidity subsides.
5. The creek shall be marked with Coast Guard approved navigational aids from the project site through the mouth of Spring Creek.
6. The permittee shall install a minimum of five (5) educational and/or informational signs relating to the creek environment and these shall be similar to those depicted in the attached permit drawings. The contents and location of all signs shall be approved in writing by the Fort Myers DER office, in advance. All signs and navigational aids shall be installed in a manner that will not impact benthic areas except for the pile itself.
7. Prior to the commencement of any construction, the permittee shall design and produce a DER approved informational pamphlet of the Spring Creek system and the remainder of Estero Bay. This shall contain useful information concerning the Estero Bay Aquatic Preserve and should incorporate any information deemed appropriate by the Department of Natural Resources Aquatic Preserve staff.
8. The permittee shall design a monitoring program to assess the potential impact of poorly operated vessels and/or inappropriate vessels on the shallow Spring Creek system. At a minimum this shall entail pre and post construction monitoring of all areas with water depths <12" at any time during the year, for impacts to substrate, vegetation, oysters, etc. The

Form 17-1.201(5)
Effective November 30, 1982

Page 5 of 7

Attachment B
Page 25 of 44 Pages
SSLL No. 362017145

PERMITTEE: Westinghouse Bayside
Communities, Inc.
c/o W. Dexter Bender & Assoc.
1533 Hendry Street, Suite 201
Fort Myers, Florida 33901

PERMIT/CERTIFICATION
No. 361763295
DATE OF ISSUE: December 6, 1990
EXPIRATION DATE: December 6, 1995

plan shall be submitted for DER Fort Myers office review, modification as necessary, and written approval prior to the commencement of any of the construction authorized herein.

9. The facility shall be restricted to usage by only flat skiffs and pontoon boats that draw less than 10" with the motor trimmed and the vessel fully loaded.

10. The permittee shall enter into a long binding agreement enforceable by the Department which restrict the usage of the facility as detailed in Specific Condition No. 9 and requires the assurances outlined in Specific Conditions Nos. 5, 6, 7, 8, and 12, in perpetuity. If at any time the Department documents violations of any Specific Condition covered by such an agreement, the permittee will be responsible for proposing corrective measures acceptable to the Department, including, but not limited to, structure removal.

11. The permittee shall submit a Conservation Easement over the remainder of the shoreline along Spring Creek under ownership of the applicant (a minimum of 4,000 linear feet), which precludes any further activity, including exempt activities (dredging and filling, mangrove alteration, etc.). A draft copy of the easement shall be submitted for DER review and an approved document shall be recorded to the Public Records of Lee County prior to the commencement of construction.

12. The permittee shall abide by the attached manatee education information and construction requirements (Attachment A and Attachment B).

13. The project shall comply with applicable State Water Quality Standards, namely:

- 17-302.500 - Minimum Criteria for All Waters at All Times and All Places
- 17-302.510 - Surface Waters: General Criteria.
- 17-302.560 - Criteria - Class III Waters - Recreation, Propagation and Management of Fish and Wildlife: Surface Waters.
- 17-4.242 - Antidegradation Permitting Requirements; Outstanding Florida Waters; Outstanding National Resource Waters; Equitable Abatement

PERMITTEE: Westinghouse Bayside
Communities, Inc.
c/o W. Dexter Bender & Assoc.
1533 Hendry Street, Suite 201
Fort Myers, Florida 33901

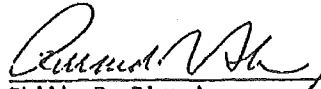
PERMIT/CERTIFICATION
No. 361763295
DATE OF ISSUE: December 6, 1990
EXPIRATION DATE: December 6, 1995

DR2567 PG1495

Note: In the event of an emergency, the permittee shall contact the Department by calling (904) 488-1320. During normal business hours, the permittee shall call (813) 332-6975.

Issued this 6th day of December, 1990

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION


Philip R. Edwards
Deputy Assistant Secretary

PRE/HWD/ml

10 Pages plus 2 Attachments Attached

cc: Florida Marine Patrol, Ft. Myers
DNR, Fort Myers
Lee Co. Property Appraiser
United States Army Corps of Engineers, Jacksonville (88IPE-20906)

DER Form 17-1.201(5)
Effective November 30, 1982

Page 7 of 7

Attachment B
Page 27 of 44 Pages
SSLL No. 362017145

ATTACHMENT "A"

DR2567 Pg 1496

Caution Signs and Educational Displays

1. The permittee agrees to install and maintain manatee awareness signs at prominent locations within the construction area/facility. The permittee will send a project site plan to the Florida Department of Natural Resources, (FDNR) 100 Eighth Avenue, S.E., St. Petersburg, Florida 33701-0595. FDNR personnel will specify sign locations. Temporary construction signs will be removed by the permittee upon completion of construction.

The signs shall be 3' x 4', 125 gauge 61TS aluminum, covered with white, engineer grade, reflective sheeting; black painted lettering; black screened design; and orange, engineer grade, reflective tape border. The 3' x 4' "Caution Manatee Area" signs shall conform to the Florida Uniform Waterway Marking System in accordance with F.S. 327.40-1. The installation of the 3' x 4' signs shall be made in accordance with the specifications of FDNR for such signs. Sign installation specifications will be furnished to the permittee when sign locations are designated.

Placement and installation of signs will be certified as on designated stations to FDNR by the project Professional Engineer before the marina facility is in use.

Signs and pilings are to remain the responsibility of the owner(s) and are to be maintained for the life of the marina in a manner acceptable to FDNR.

2. The permittee agrees to establish and maintain a permanent educational display at a prominent location to increase the awareness of boaters using the facility of the presence of manatees and need to minimize the threat of boats to these animals. A permanent educational display is required for marinas of 30 slips or more or for areas regularly used by manatees. For large marinas one permanent educational display is required for each 50 boat slips. The display should include information on the location of the facility with respect to boat speed zones in the area, the threat which boats pose to manatees and the "Manatee Hotline" number (1-800-342-1821). FDNR personnel will specify educational display locations when caution sign locating siting is done. Other information which may aid in the conservation of the species may be obtained from FDNR.

Educational displays are to remain the responsibility of the owner(s) and are to be maintained for the life of the marina in a manner acceptable to FDNR.

ATTACHMENT "B"

MANATTE
CONSTRUCTION CONDITIONS

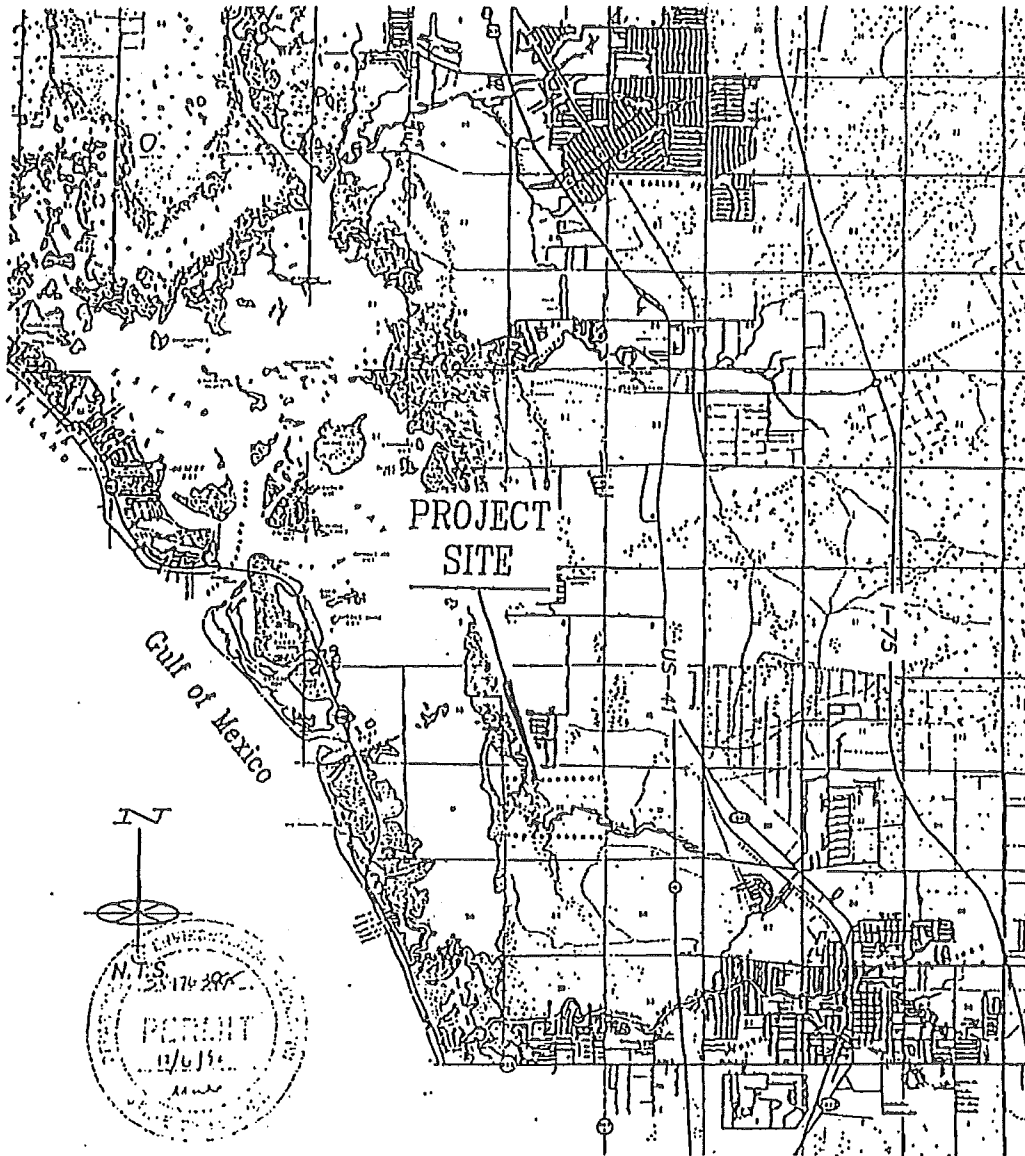
1. The permittee agrees that the contractor will instruct all personnel associated with the project of the presence of manatees and the need to avoid collisions with manatees.
2. The permittee agrees that all personnel will be advised that there are civil and criminal penalties for harming, harassing or killing manatees which are protected under the Endangered Species Act of 1973, the Marine Mammal Protection Act of 1972, and the Florida Manatee Sanctuary Act of 1978. The permittee and or contractor will be held responsible for any manatee harmed, harassed or killed as a result of construction of the project.
3. The permittee agrees that all vessels associated with the project will operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than three feet clearance from the bottom and that vessels will follow routes of deep water whenever possible.
4. The permittee agrees to install and maintain minimum of one manatee awareness sign at prominent locations within the construction area/facility. Photos of sign(s) in place must be sent to the Florida Department of Natural Resources (FDNR), Marine Mammal Recovery Program, 100 Eighth Avenue, S.E., St. Petersburg, Florida 33701-5095 prior to construction or use of the facility. Temporary construction signs will be removed by the permittee upon completion of construction.
5. The permittee shall ensure that all construction activities in open water will cease upon the sighting of manatees within 100 yards of the project area. Construction activities will not resume until the manatees have departed the project area.
6. The permittee agrees that any collisions with a manatee shall be reported immediately on the "Manatee Hotline" (1-800-342-1821) and to the U.S. Fish and Wildlife Service, Jacksonville Endangered Species Field Station (904-791-2580)
7. The permittee agrees that the contractor shall keep a log detailing sightings, collisions, or injury to manatees which have occurred during the contract period.
8. The permittee agrees that following project completion, a report summarizing the above incidents and sightings will be submitted to the FDNR Marine Mammal Recovery Program (address above) and the the U.S. Fish and Wildlife Service (2747 Art Museum Drive, Jacksonville, Florida 32207).

DR2567 PG1497

SECTION: 20
TOWNSHIP: 47S
RANGE: 25E

LEE COUNTY LOCATION MAP

LATITUDE: 26° 22' 30"
LONGITUDE: 81° 50' 45"



OR2567 PG1498

ADJACENT PROPERTY OWNERS:

1. BESSIE SORRELLS
2. R.W. WILLIAMS

IN: SPRING CREEK
AT: PELICAN'S NEST
LEE COUNTY, FLORIDA

PERMIT USE ONLY, NOT FOR CONSTRUCTION

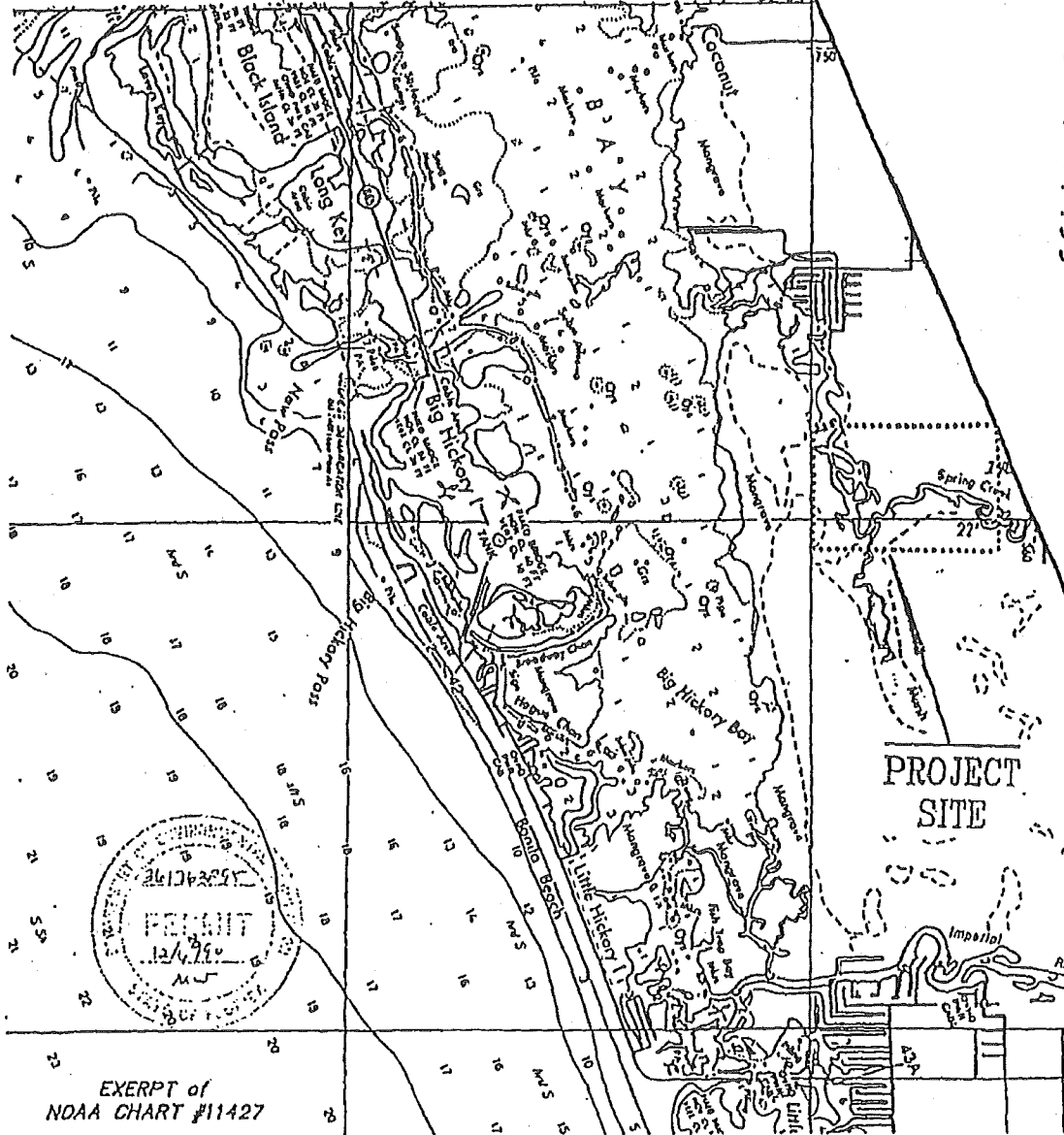
DRAWN BY DAE SHEET OF	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	8/16/88	W. DEXTER BENDER AND ASSOCIATES 1533 HENDRY ST., SUITE 302 FORT MYERS, FL. 33901	

SECTION: 20
TOWNSHIP: 47S
RANGE: 25E

NAUTICAL LOCATION MAP

LATITUDE: 26° 22' 30"
LONGITUDE: 81° 50' 45"

DR2567 Pg 1499



EXERPT of
NOAA CHART #11427

ADJACENT PROPERTY OWNERS:

- 1. BESSIE SORRELLS
- 2. R.W. WILLIAMS

IN: SPRING CREEK
AT: PELICAN'S NEST
LEE COUNTY, FLORIDA

PERMIT USE ONLY, NOT FOR CONSTRUCTION

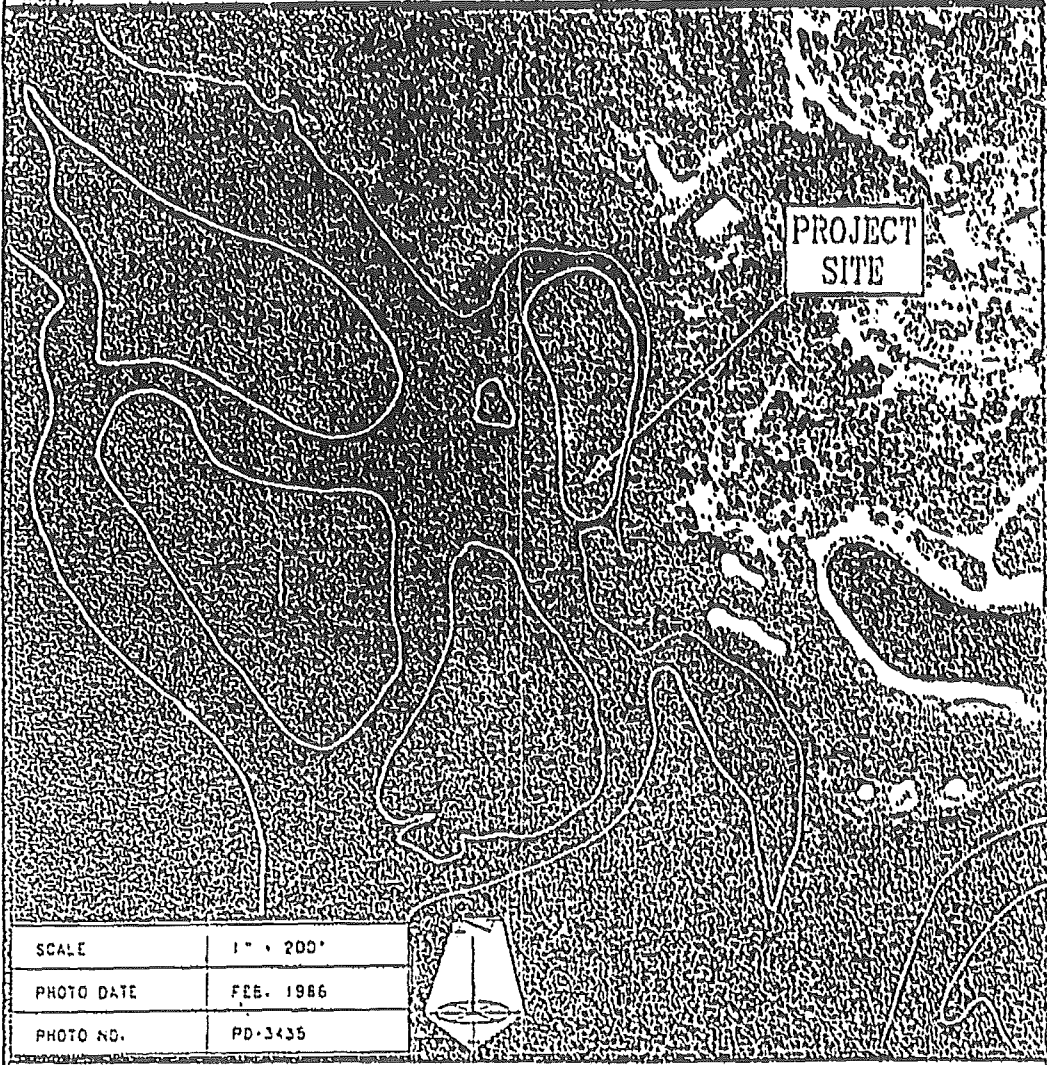
DRAWN BY DAE	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	8/16/88	W. DEXTER BENDER AND ASSOCIATES 1533 HENDRY ST., SUITE 302 FORT MYERS, FL 33901	

OR2567 PG1500

SECTION: 20
TOWNSHIP: 47S
RANGE: 26E

AERIAL PHOTO

LATITUDE: 26° 22' 30"
LONGITUDE: 81° 50' 45"



PROJECT
SITE

SCALE	1" = 200'
PHOTO DATE	FEB. 1966
PHOTO NO.	PD-3435



ADJACENT PROPERTY OWNERS:
 1. BESSIE SORRELLS
 2. R.W. WILLIAMS

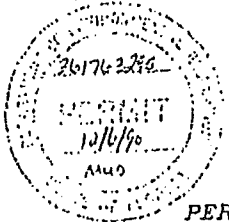
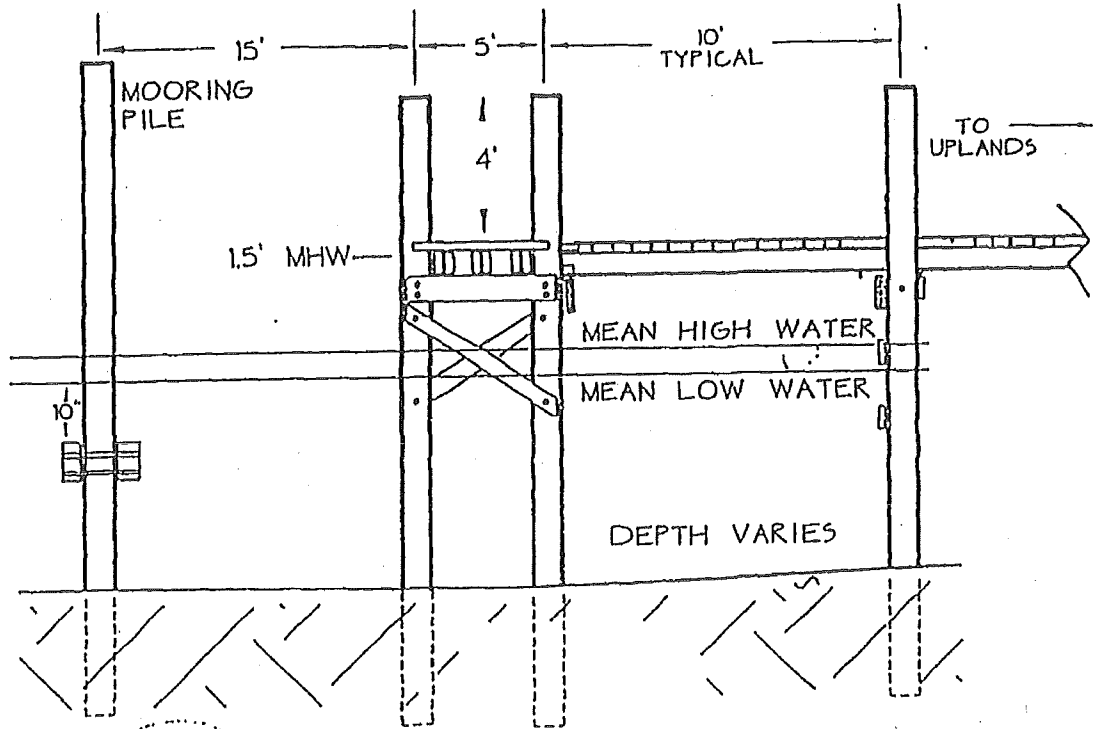
IN: SPRING CREEK
 AT: PELICAN'S NEST
 LEE COUNTY, FLORIDA

PERMIT USE ONLY, NOT FOR CONSTRUCTION

D A F S E A T O P	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	8/16/88	W. DEXTER BENDER AND ASSOCIATES	
				1533 HENDRY ST., SUITE 302 FORT MYERS, FL 33901	

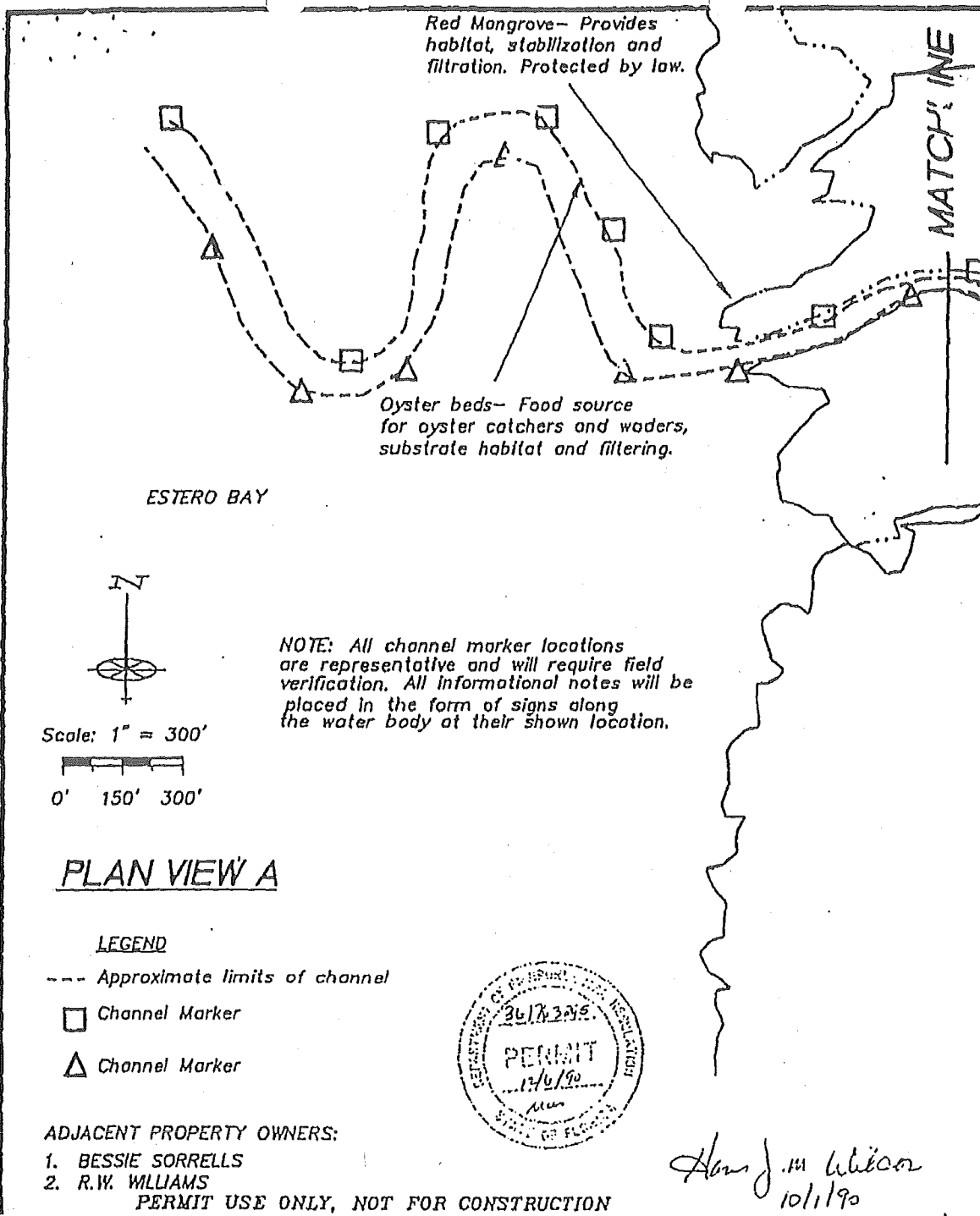
SECTION A - A

N.T.S.

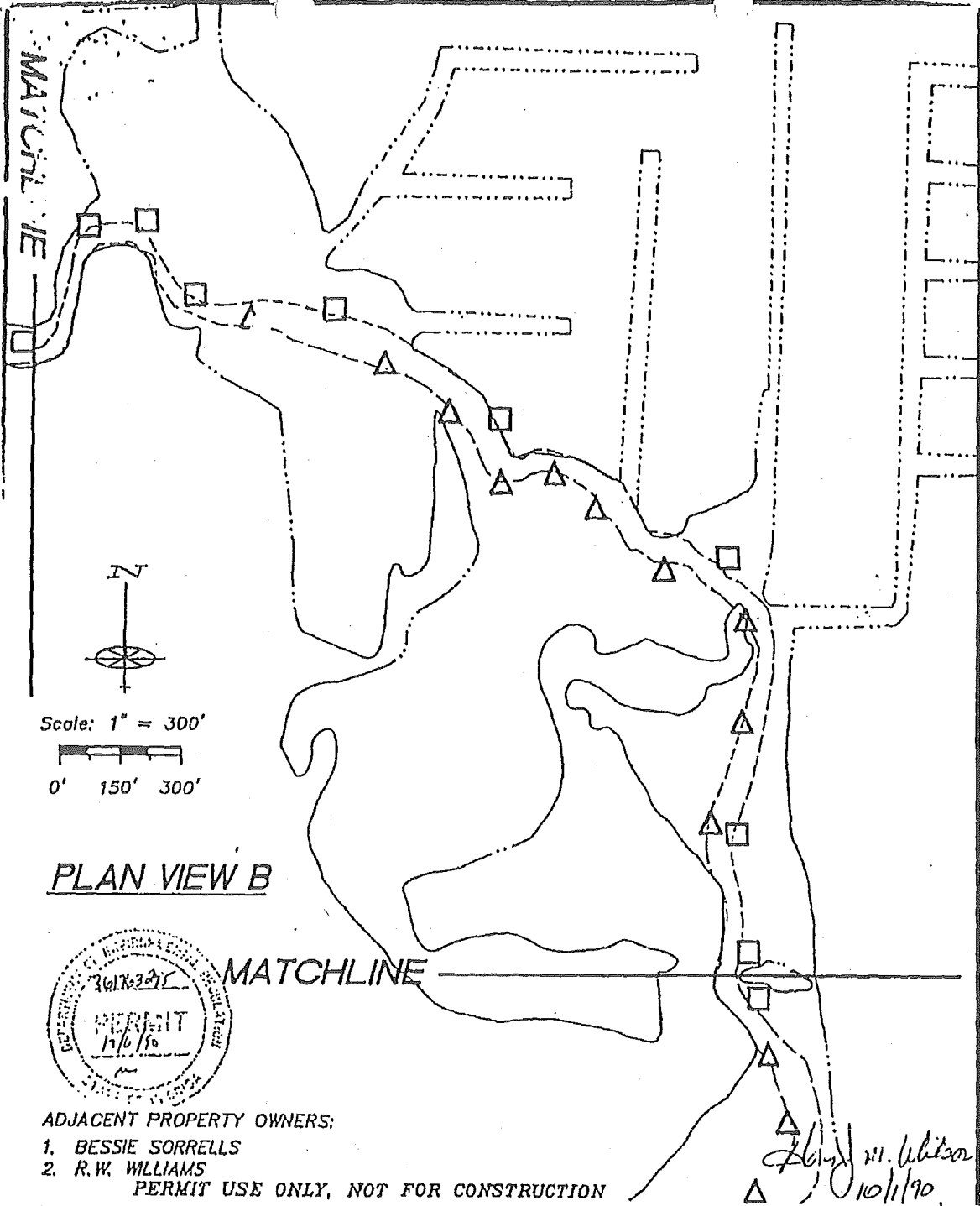


PERMIT USE ONLY, NOT FOR CONSTRUCTION

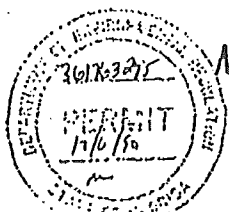
DRAWN BY T.C.K. SHEET 05	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	2-8-90	W. DEXTER BENDER AND ASSOCIATES 1533 HENDRY ST., SUITE 302 FORT MYERS, FL 33901	



DRAWN BY CS	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	9/28/90	W. DEXTER BENDER AND ASSOCIATES 1533 HENDRY ST., SUITE 302 FORT MYERS, FL 33901	



PLAN VIEW B



MATCHLINE

ADJACENT PROPERTY OWNERS:

- 1. BESSIE SORRELLS
- 2. R.W. WILLIAMS

PERMIT USE ONLY, NOT FOR CONSTRUCTION

Henry W. Whitson
10/1/90

SHEET OF	DRAWN BY CS	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	9/23/90	W. DEXTER BENDER AND ASSOCIATES 1533 HENDRY ST., SUITE 302 FORT MYERS, FL 33901	

DR2567 Pg 1505

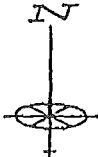
MATCHLINE

Mobile Home Park

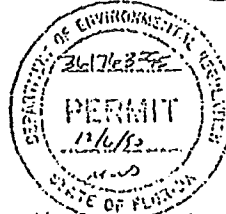
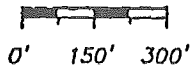
Channel Markers

CAUTION: Water depths at this point and beyond are limited. Refer to the tide staff for control depth information. Trim up motors and proceed at idle speed only.

Mean High Water Line



Scale: 1" = 300'



Mangrove systems along creek provide habitat for roosting and nesting of wading birds. Approach with caution as not to disturb feeding or nesting birds.

PLAN VIEW C

ADJACENT PROPERTY OWNERS:

- 1. BESSIE SORRELLS
- 2. R.W. WILLIAMS

PERMIT USE ONLY, NOT FOR CONSTRUCTION

MATCHLINE

Tom J. Wilson
10/1/90

SHEET OF	CS	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	9/28/90	BY: DEXTER BENDER AND ASSOCIATES 1533 HENDRY ST., SUITE 302 FORT MYERS, FL 33901	

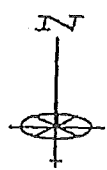
DR2567 Pg 1506

MATCHLINE

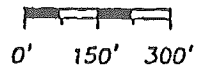
MATCHLINE

PROJECT SITE

Approximate channel limits



Scale: 1" = 300'



PLAN VIEW D



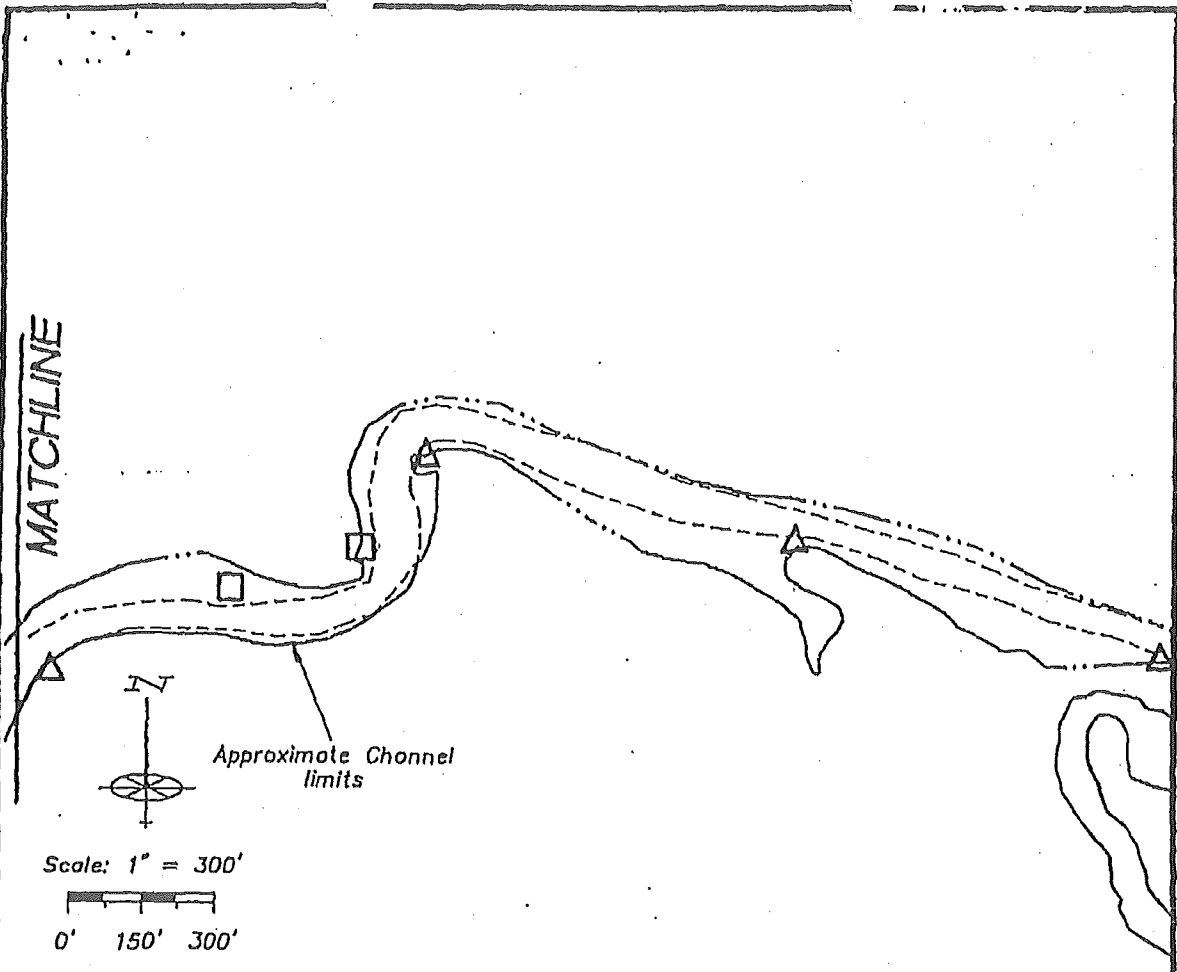
ADJACENT PROPERTY OWNERS:

- 1. BESSIE SORRELLS
- 2. R.W. WILLIAMS

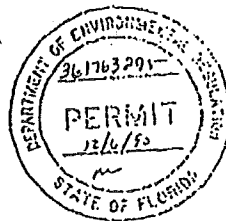
PERMIT USE ONLY, NOT FOR CONSTRUCTION

Sam J. M. Wilson
10/1/90

DRAIN BY SHEET OF	CS	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	9/28/90	W. DEXTER BENDER AND ASSOCIATES 1533 HENDRY ST., SUITE 302 FORT MYERS, FL 33901	



PLAN VIEW E



ADJACENT PROPERTY OWNERS:

- 1. BESSIE SORRELLS
- 2. R.W. WILLIAMS

PERMIT USE ONLY, NOT FOR CONSTRUCTION

Ann J. Wilson
10/1/90

SHEET NO. 15	DRAWN BY CS	WESTINGHOUSE COMMUNITIES	of Naples, Inc.	9128190	W. DEXTER BENDER AND ASSOCIATES 1533 HENDRY ST., SUITE 302 FORT MYERS, FL 33901	

The docking structures located on the public lands are under lease from the Florida Board of Trustees of the Internal Improvement Trust Fund. As a condition of that lease, the lessee is prohibited from discriminating on the basis of an individual's race, color, religion, sex, national origin, age, handicap or marital status in the rental or use of those structures.

Persons denied equal right to rent or use the docking structures included within Sovereignty Submerged Land Lease Number 362017145 may file a complaint with the:

Department of Environmental Protection
Division of State Lands
3900 Commonwealth Blvd.
Mail Station Number 150
Tallahassee, Florida 32399-3000
Call: (904) 488-6242
(Investigations)

Las estructuras de muelle situadas en las tierras públicas son sujetas a arrendamiento de El Consejo de Administradores del Fondo Seguro de Mejoramiento Interno de la Florida. Como condición de este arrendamiento, el arrendador será prohibido discriminar por causa de raza, color, religión, sexo, origen nacional, edad, incapacidad o estado civil.

Las personas a quienes se les haya negado el derecho de igualdad al arrendar o usar las estructuras de muelle incluidas dentro de la Soberanía de Tierras Somergidas para Arrendamiento Numero 362017145 pueden presentar una queja al:

Departamento de Protección del Ambiente
División de Tierras del Estado
Mail Station Number 150
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000
Llame al: (904) 488-6242
(Investigaciones)

1500
70

This instrument prepared by:
Vivien N. Hastings, Esq.
801 Laurel Oak Dr., #500
Naples, FL 33963

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

RECEIVED

DEC 03 1992

3296633

JOHNSON ENGINEERING, INC.

Documentary Tax No. 1

Intangible Tax Pd

CHARLIE GREEN, CLERK, LEE COUNTY

Deputy Clerk

OR2342 PG1525

OR2567 PG1509

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 500, 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, remises, 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, reservations, 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 whomsoever; 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. Sitterly
Laurel Y. Sitterly

By: Louis H. Hoegsted
Louis H. Hoegsted
Executive Vice President

Virginia A. Tusler
Virginia A. Tusler

deed.rp

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

Attachment D
Page 41 of 44 Pages
SSLL No. 362017145

Westinghouse Communities of Naples, Inc.
801 Laurel Oak Drive, #500
Naples, FL 33963

OR 67 PG1510

STATE OF FLORIDA
COUNTY OF COLLIER

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

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



LAUREL Y. SITTERLY
MY COMMISSION EXPIRES
January 23, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

OR2342 PG1526

Attachment D
Page 42 of 44 Pages
SSL No. 362017145

deed.rp

JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

2158 JOHNSON STREET
TELEPHONE (813) 334-0048
TELECOPIER (813) 334-3841
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

November 12, 1992

CARLE JOHNSON
1911-1988

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. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER
STEPHEN W. ADAMS

CONSULTANT
LESTER L. BULSON

EXHIBIT "A"

OR2342 PG1527

CHARLE GREEN LEE CIVIL
92 NOV 19 PM 3:53

95 JAN 12 PM 4:21

DR2567 PG1512

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
WESTINGHOUSE BAYSIDE COMMUNITIES, INC.

Pursuant to the provisions of Section 607.1006, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is hereby changed from WESTINGHOUSE BAYSIDE COMMUNITIES, INC. to PELICAN LANDING COMMUNITIES, INC.

SECOND: This amendment was adopted and shall become effective on February 7, 1994.

THIRD: This amendment was approved by Westinghouse Communities of Naples, Inc., the sole shareholder of the undersigned corporation.

Signed this 7th day of February, 1994.

WESTINGHOUSE BAYSIDE COMMUNITIES, INC.,
a Florida corporation

By: 
Byron R. Koste, President