

INS. # 4962531 OR BK 03303 PG 2931 REDURDED 09/14/00 11134 AM CHARLIE GREEN CLERK OF COURT LEE COUNTY RECORDING FEE 64.50 DEPUTY CLERK # Odos

This Instrument Prepared By: <u>Deborah Trim</u> Recurring Revenue Section Bureau of Public Land Administration 3900 Commonwealth Boulevard Mail Station No. 125 Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

No. 362017145

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of

Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the

faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby

lease to Pelican Landing Community Association, Inc., a Florida non-profit corporation, and WCI Communities, Inc., a Delaware

corporation, 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 <u>April 25, 1994</u>.

TO HAVE THE USE OF the hereinabove described premises from January 25, 1999, the effective date of this lease

renewal, through January 25, 2004, the expiration date of this lease renewal. The terms and conditions on and for which this lease

renewal is granted are as follows:

1. <u>USE OF PROPERTY:</u> The Lessee is hereby authorized to operate an <u>existing private, multi-slip, residential</u> <u>docking facility</u> exclusively to be used for <u>the mooring of non-commercial recreational vessels</u> in conjunction with an upland <u>residential development, without</u> fueling facilities, <u>with</u> a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and <u>without</u> liveaboards as defined in paragraph 28, as shown and conditioned in Attachment A.

2. <u>LEASE FEES</u>: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$<u>1,243.00</u>, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands 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 renewal, and each year thereafter until the term of this lease renewal terminates or expires.

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3. <u>WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT</u>: 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.

4. <u>LATE FEE ASSESSMENTS</u>: 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 due hereunder which are not paid within 30 days of their due dates.

5. <u>EXAMINATION OF LESSEE'S RECORDS</u>: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. <u>MAINTENANCE OF LESSEE'S RECORDS</u>: The Lessee shall secure, maintain, and keep all records for the entire term of this lease renewal, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. <u>PROPERTY RIGHTS</u>: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. <u>INTEREST IN RIPARIAN UPLAND PROPERTY</u>: During the term of this lease renewal, the Lessee shall maintain a leasehold or fee simple title interest in the riparian 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 renewal and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease renewal, 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 renewal which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. <u>ASSIGNMENT OF LEASE RENEWAL</u>: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. <u>INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS</u>: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

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12. <u>VENUE</u>: Lessee waives venue as to any litigation arising from matters relating to this lease renewal and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. <u>NOTICES/COMPLIANCE/TERMINATION</u>: 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, it 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, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease renewal may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease renewal 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 WCI Communities, Inc. 24830 Burnt Pine Drive, Suite 5 Bonita Springs, FL 34134

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

14. <u>TAXES AND ASSESSMENTS</u>: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

15. <u>NUISANCES OR ILLEGAL OPERATIONS</u>: 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. <u>MAINTENANCE OF FACILITY /RIGHT TO INSPECT</u>: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. <u>NON-DISCRIMINATION</u>: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. <u>ENFORCEMENT OF PROVISIONS</u>: 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.

19. <u>PERMISSION GRANTED</u>: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

Page <u>3</u> of <u>14</u> Pages Sovereignty Submerged Lands Lease No. <u>362017145</u> 20. <u>RENEWAL PROVISIONS</u>: 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 renewal, 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 renewal shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, 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.

21. <u>REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES</u>: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. <u>REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY</u>: Any costs incurred by the Lessor in the removal of any structures and equipment constructed or maintained on state lands shall be paid by the Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by Law.

23. <u>RECORDATION OF LEASE</u>: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

24. <u>RIPARIAN RIGHTS/FINAL ADJUDICATION</u>: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

25. <u>AMENDMENTS/MODIFICATIONS</u>: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

Page <u>4</u> of <u>14</u> Pages Sovereignty Submerged Lands Lease No. <u>362017145</u> 26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased 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. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. <u>COMPLIANCE WITH FLORIDA LAWS</u>: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

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

29. <u>GAMBLING VESSELS</u>: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

In the event that Lessor adopts a provision prohibiting "cruises to nowhere" from operation on or entry onto the leased premises which is different from the above language, Lessee agrees that this lease shall forthwith be modified to include the revised language.

30. SPECIAL LEASE CONDITIONS:

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

b. The Lessee, its successors and assigns, shall dedicate five of the slips for the sole use of the Lessee, its successors or assigns.

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

Page <u>5</u> of <u>14</u> Pages Sovereignty Submerged Lands Lease No. <u>362017145</u>

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WITNESSES:	BOARD OF TRUSTEES OF THE INTERNAL
Dime C. Rogoust	IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
Original Signature	(SEAL)
DIANEC. ROGOWSKI	BY: the limes
Print/Type Name of Witness	* Maxis and Operations and Management Constituant Manager,
Dave terre	Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and
Original Signature	on behalf of the Board of Trustees of the Internal Improvement
DAVE FEWER	Trust Fund of the State of Florida
Print/Type Name of Witness	* Kim K. Dupree
	"LESSOR"
STATE OF FLORIDA	LEGGOK
COUNTY OF LEON	ist CA
The foregoing instrument was acknowledged before me	
Second, Operations and Management Consultant Man	ager, Bureau of Public Land Administration, Division of State Lands, and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. She is personally known to	
	S WING S CAPATA
APPROVED AS TO FORM AND LEGALITY:	Notary Public, State of Florida
fallyd. pur	
DEP Attorney	Sytvia S. Roberts
	Printed, Winner or Stamper and Have 26, 2001
	My Commission Expires:
	····
	Commission/Serial No.
WITNESSES:	Pelican Landing Community Association, Inc., a Florida non-profit corporation (SEAL)
Nur Ulter	BY Mars Haudes
Original Signature	BY Ken Hayden Original Signature of Executing Authority
Dunner OFEIR	Hatterine C. Green
Typed/Printed Name of Witness	Typed/Printed Name of Executing Authority
an too	President
Original Signature	Title of Executing Authority
Thomas W. Street	
Typed/Printed Name of Witness	"LESSEE"
STATE OF Florielia	
COUNTY OF	
Kan \Laudan The foregoing instrument was acknowledged b	efore me this 7th day of September, 1999, by
Katherine C. Green as President of Pelican Landing Con	nmunity Association, Inc., a Florida non-profit corporation, for and on
behalf of the corporation. She is personally known to me	e or who has produced, as identification.
My Commission Expires:	Elles M Westers
May 18,2003	Notary Public, State of Floandic
Commission/Serial No. <u>CC 838164</u>	Printed, Typed or Stamped Name
Page 6 of 14 Pages	
Sovereignty Submerged Land Lease No. 362017145	ELLEN M. WESTON MY COMMISSION # CC 838169
	EXPIRES: May 18, 2003 Bonded Thru Indury Public Underwriters

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WITNESSES:	WCI COMMUNITIES, INC., a Delaware corporation (SEAL)
Original Signature	BY UUU Harry Original Signature of Executing Autopaty
Typed/Printed Name of Witness	Vivien N. Hastings Typed/Printed Name of Executing Authority
Mary S. COOK	Senior Vice President
Original Signature Marin 5 (55)	Title of Executing Authority
Typed/Printed Name of Witness	"LESSEE"
STATE OF	
COUNTY OF LEE	

The foregoing instrument was acknowledged before me this **27th** day of **September**, 1999, by **Hastings** as **Vice** of WCI Communities, Inc., a Belaware, as identification. Hastings

My Commission Expires:

_, 19<u>99</u>, by Vivien N.

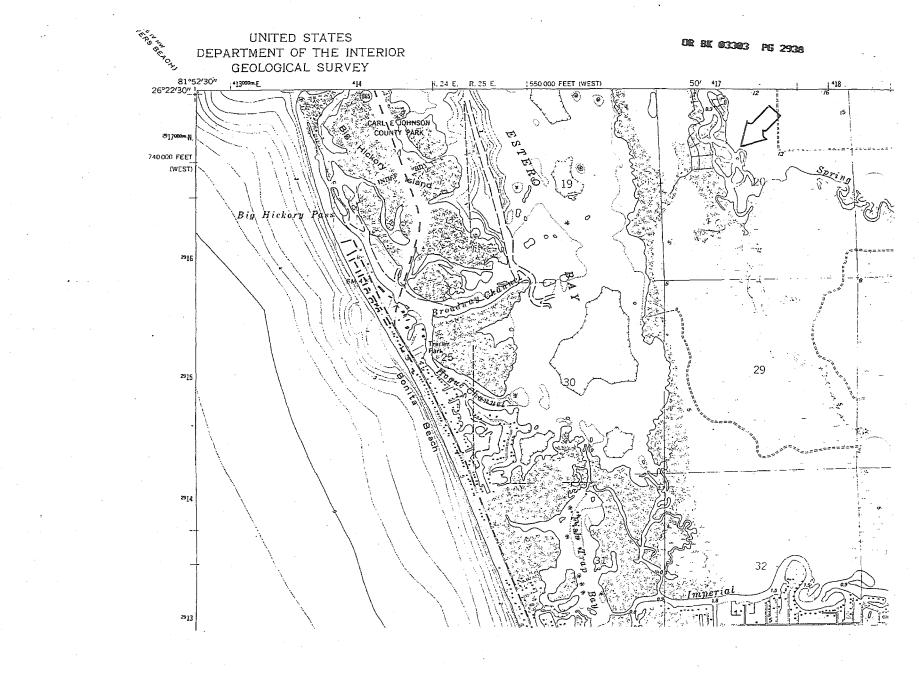
Notary Public, State of

Commission/Serial No.

Printed, Typed or Stamped Name

MELANIE L. SCIRE Notary Public, State of Florida My comm. expires May 23, 2001 Comm. No. CC844704

Page <u>7</u> of <u>14</u> Pages Sovereignty Submerged Land Lease No. <u>362017145</u>



Attachment A Page 8 of 14 Pages SSIL No. 362017145

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

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

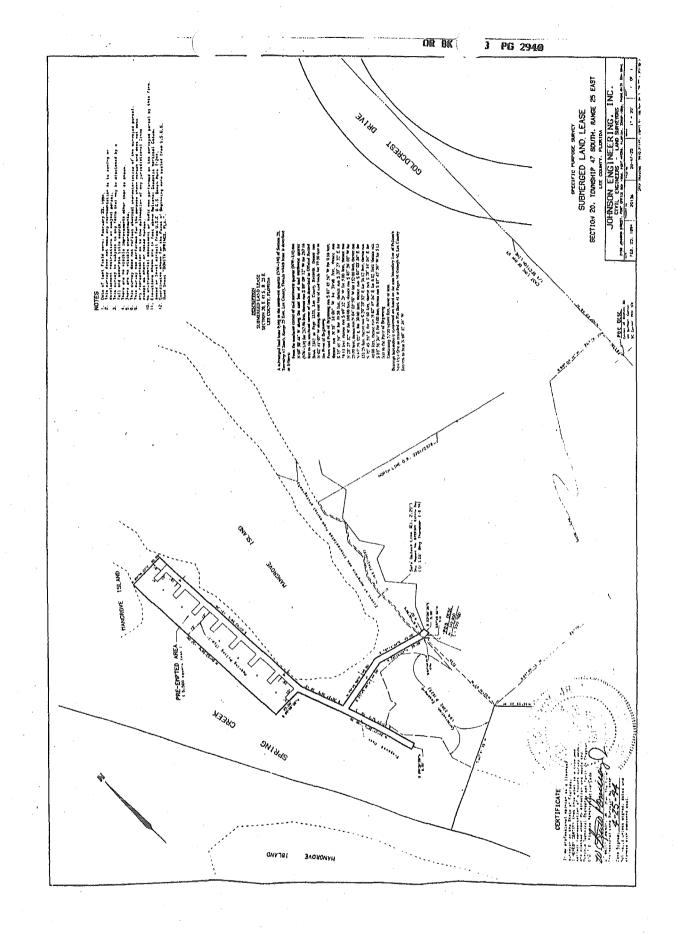
From the southeast corner of said northwest quarter (NW-1/4) run N 00° 50° 48° W along the east line of said northwest quarter (NW-1/4) for 283.96 feet; thence run S 59° 09' 12° W for 267.16 feet to the southeast corner of lands described in Official Record Book 2342 at Page 1525, Lee County Records; 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 $87^{\circ} 45^{\circ} 56^{\circ}$ 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 58.13 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° 56' 02" W for 25.00 feet; thence run N 04° 03' 58" W for 152.00 feet; thence run N 55° 56' 02" E for 30.00 feet; thence run S 04° 03' 58° E for 151.28 feet; thence run S 20° 27' 32" E for 36.12 feet; thence run N 75° 45' 56" E for 45' 60 feet; thence run S 78° 14' 04" E for 40.00 feet; thence run N 87° 45' 56" E for 6.02 feet; thence run S 03° 56' 36" E for 5.00 feet; thence run S 87° 45' 56" W for 5.13 feet to the Point of Beginning.

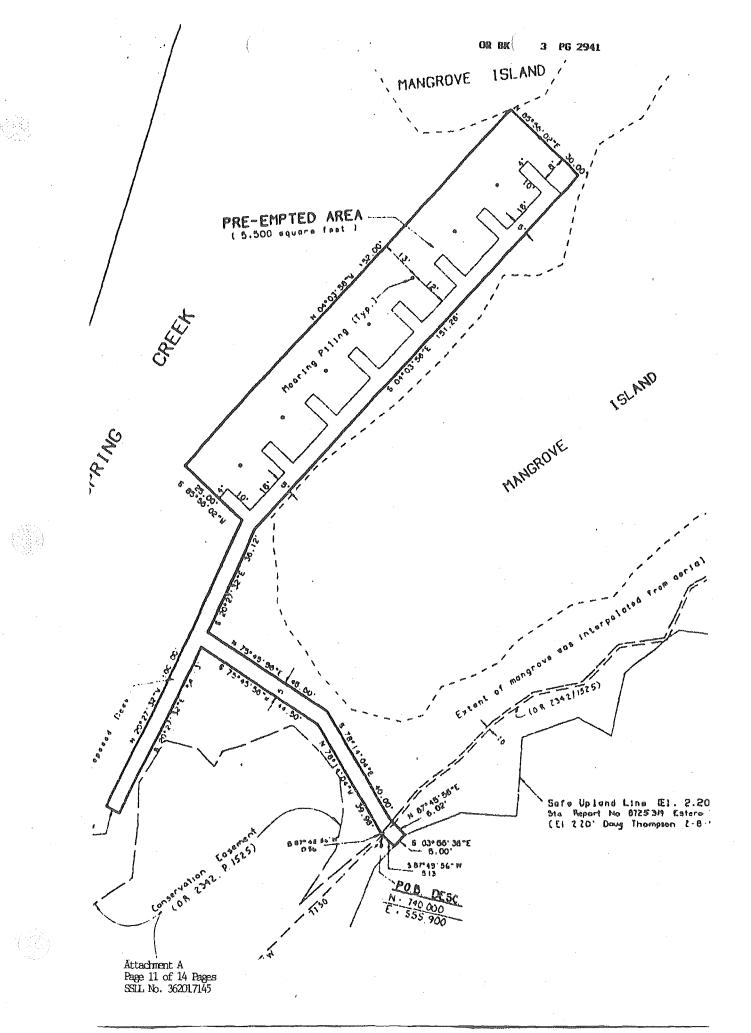
Containing 5,500 square feet, more or less.

Bearings hereinabove mentioned are based on the east boundary line of Pelican's Nest 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 14 Pages SSLL No. 362017145



Attachment A Page 10 of 14 Pages SSIL No. 362017145



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

DEC 0 3 1992 3296633 JOHNSON ENGINEERING, INC. リつ Documentary Tax Pd. 1 Intandible Tax Pd. SHARUL GREEN, CLERK, LEE COUNTY

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

THIS WARRANTY DEED made this 16th day of November, 1992,

by WESTINGHOUSE COMMUNITIES OF MAPLES, 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 whomscever; 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:

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OF MAD 65 WESTINGHOUSE COMMUNITIES OF Βv :

Attachment B Page 12 of 14 Pages SSIL No. 362017145

Westinghouse Communities of Naples, 801 Laurel Oak Drive, \$500 Naples, YL 33963

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STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this <u>ho</u> day of <u>how Mullin</u>, 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.

Notary Public (Laurel Y. Sitterly My Commission Expires:



LAUREL Y. SITTERLY MY COMMERCIAN EXPRES January 23, 1994 ECHOED THRU NOTARY PUBLIC UNDERWRITERS 0R2342 PG1526

Attachment B Page 13 of 14 Pages SSLL No. 362017145 NEL RING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

2158 JOHNSON STREET TELEPHONE (813) 334-0046 TELECOPIER (813) 334-3861 POST OFFICE BOX 1550 FORT MYERS, FLORIDA 33802 - 1550

CARLE. JOHNSON

November 12, 1992

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 guarter (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

CHWRMAN ARCHIE T. GRANT, JR. WBP/kc 19203

PRESIDENT

JOSEPH W. EBNER STEVENK. 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

EXHIBIT "A"

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MZGINJ THODW

HARLIE GREEN LEE CTY FL

Attachment B Page 14 of 14 Pages SSIL No. 362017145