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This instrument prepared by and return to:  
Brian Belt, Esq.  
Shutts & Bowen LLP  
1500 Miami Center  
201 South Biscayne Boulevard  
Miami, Florida 33131

**INSTR # 5284296**  
**OR BK 03520 PG 4679**

RECORDED 11/16/01 12:40 PM  
CHARLIE GREEN CLERK OF COURT  
LEE COUNTY

**SEVENTY-FIFTH SUPPLEMENT AND AMENDMENT TO THE**  
**DECLARATION AND GENERAL PROTECTIVE COVENANTS**  
**FOR PELICAN LANDING AND CERTIFICATE**  
**OF AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS**

This Seventy-Fifth Supplement and Amendment to the Declaration and General Protective Covenants for Pelican Landing and Certificate of Amendment of Articles of Incorporation and Bylaws (this "Supplement") is made this 4<sup>TH</sup> day of SEPTEMBER, 2001 by and among WCI Communities, Inc., a Delaware corporation, as successor by merger to WCI Communities Limited Partnership, a Delaware limited partnership, as successor to Pelican Landing Communities, Inc., formerly known as Westinghouse Bayside Communities, Inc., a Florida corporation, which was the "Declarant" under that particular Amended and Restated Declaration and General Protective Covenants for Pelican Landing, as more specifically described below (for purposes of this Supplement, WCI Communities, Inc. is referred to in this Supplement as "Declarant"); and Pelican Landing Community Association, Inc., a Florida corporation not-for-profit (the "Association").

**BACKGROUND:**

A. Declarant recorded an "Amended and Restated Declaration and General Protective Covenants for Pelican Landing" at Official Records Book 2198, Pages 1873 of the Public Records of Lee County, Florida, as subsequently amended and supplemented (collectively, the "Declaration"). Pursuant to the provisions of the Declaration, certain real property referred to in the Declaration as "Properties" was subjected to the terms of the Declaration. Such Properties previously submitted to the Declaration are included in the legal description set forth in Exhibit "A" attached to this Supplement.

B. A Settlement and Turnover Agreement dated September 20, <sup>2001</sup> has been entered among Declarant, the Association, Hyatt Equities, LLC, a Delaware limited liability company, Pelican Landing Golf Resort Ventures Limited Partnership, a Delaware limited partnership,

Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership, Community Action Fund, Inc., a Florida not-for-profit corporation ("CAF"), and The Residential Association, Inc. ("RA"), a Florida not-for-profit corporation (the "Settlement Agreement").

OR BK 93528 PG 4680

C. Pursuant to Section 2 of Article XIII of the Declaration, Declarant has the right until the termination of the "Class "B" Control Period" to unilaterally amend the Declaration, and to require the Association to join in such amendments. The Class "B" Control Period has not ended.

D. Pursuant to Section (F) of Article IX of the Articles of Incorporation, the Directors of the Association may amend the Articles of Incorporation during the Class "B" Control Period. The Directors have voted to amend the Articles of Incorporation, as set forth in this Declaration.

E. Pursuant to Section 11.4 of the Bylaws, so long as Declarant owns any property described in Exhibit "A" to the Declaration, Declarant may unilaterally amend the Bylaws for any purpose so long as the amendments do not adversely affect the vested property rights of any Owner. Declarant owns certain property described in Exhibit "A" to the Bylaws.

F. Pursuant to Section 10.1(C) of the Bylaws, Declarant may relinquish control of the Board of Directors at any time, in its discretion.

G. Pursuant to the terms of the Settlement Agreement, and subject to the terms of this Supplement, Declarant desires to conditionally relinquish its rights to appoint a majority of the Board of Directors of the Association and to otherwise supplement and amend the Declaration, and amend the Articles of Incorporation and the Bylaws, as set forth in this Supplement.

#### TERMS:

1. Recitals. The foregoing recitals are true and accurate and are hereby incorporated by reference.
2. Definitions. Capitalized terms that are not otherwise defined in this Supplement shall have the same meaning ascribed to such terms in the Declaration.

3. Amendments.

3.1. The Declaration is amended to add the following after the second sentence of Article III, Section 2(b):

"In addition to any other rights Declarant has by virtue of its status as the Class "B" Member, after the termination of the Class "B" Control Period, to the extent not prohibited by law, Declarant shall be entitled (but not required) to appoint one Director to the Board of Directors, until the end of the "Original Class B Control Period" (as such term is subsequently defined. The term "Original Class B Control Period" means the first to occur of: (a) when at least eighty-five percent (85%) of the Units permitted to be built on the property identified on Exhibit A to this Declaration, as amended, have certificates of occupancy issued thereon and have been conveyed to persons other than the Declarant or builders holding title solely for purposes of development and sale: (b) December 31, 2020; or (c) when, in its discretion, the Class "B" Member so determines.

3.2. The Declaration is amended to replace references to the term "Class "B" Control Period" in Article III, Sections 2(b)(i) and Article XIII, Sections 2(a) and 2(b)1 and 2(b)3 with the phrase "Original Class B Control Period".

3.3. Pursuant to Section 10.3 of the Bylaws, Declarant is causing or will cause all but one of its designees to the Board of Directors to resign. Such resignations to occur contemporaneously with the election of replacement directors by the Class A Members.

3.4. The last sentence of the first paragraph of Section 4.5 of the Bylaws is deleted and the following language is inserted in its place:

"After the end of the Class "B" Control Period, Declarant shall be entitled to appoint one Director until the end of the "Original Class B Control Period" (as such term is defined in the Declaration). Special rules set forth below shall apply for all elections of Class "A" Members to the Board until Declarant shall no longer have the right to appoint a Director, at which time the Class "A" Members will elect the entire Board in accordance with Article III of the Declaration and these Bylaws."

3.5. Section 10.3 of the Bylaws is hereby amended to add at the end of the first sentence, the phrase: "in accordance with Section 4.5 of these Bylaws."

4. Declarant Rights and Obligations Unaffected. The parties acknowledge that the primary purpose of this Supplement is to allow Members other than Declarant to elect a majority of the Board of Directors of the Association on a date earlier than such Members otherwise would have been permitted to elect such Directors. To the extent not prohibited by law, the parties do not intend that any other rights or obligations of the Declarant will be affected, or additional obligations incurred by the Declarant, by virtue of the "Turnover" (as defined in Article 10 of the Bylaws) or termination of the Class "B" Control Period having occurred on a date which is earlier than that which would have otherwise been the case, but for this Supplement.

4.1. Therefore, notwithstanding any other provision of the Declaration, Articles of Incorporation or Bylaws to the contrary and to the extent not prohibited by law:

4.1.1. Any rights of Declarant as provided for in the Declaration, the Articles of Incorporation or the Bylaws which are to otherwise be relinquished, amended, modified, released, waived, or limited as a result of the Members other than Declarant being entitled to elect a majority of the Board of Directors or as a result of the occurrence of the "Turnover" or termination of the Class "B" Control Period, shall not be so relinquished, amended, modified, released, waived or limited by virtue of any such event having occurred as the result of this Supplement. Instead, for all such purposes, to the extent not prohibited by law, the "Turnover" and the termination of the Class "B" Control Period will be deemed to have occurred at the end of "Original Class "B" Control Period." The rights of Declarant which remain unaffected by this Supplement, notwithstanding the occurrence of the Turnover Date or termination of the Class "B" Control Period include, without limitation, to the extent not prohibited by law, all of the rights of Declarant under Article XIII, Section 2 with respect to amendments of the Declaration, and the rights of Declarant under Section 11.4 of the Bylaws, with respect to amendment of the Bylaws; and

4.1.2. no additional obligations shall be imposed upon Declarant and no obligations upon Declarant shall be accelerated or mature by virtue of the Members other than Declarant being entitled to elect a majority of the Board of Directors or as a result of the "Turnover Date" or termination of the Class "B" Control Period having occurred prior to the end of the Original Class "B" Control Period, as a result of this Supplement. Instead, for all such purposes, the "Turnover Date" and the termination of the Class "B" Control Period will be deemed to have occurred based upon the "Original Class B Control Period." To the extent not prohibited by law, such obligations which shall remain unaffected include, without limitation the

obligation set forth in Article II, Section 7 of the Declaration to convey all General and Exclusive Common Area prior to termination of the Class B Control Period. RA, CAF and the Association acknowledge and agree that (a) the earlier turnover of the control of the board of directors and other provisions of this Supplement benefit the residents of Pelican Landing, (b) the retention of all other rights of Declarant until the Original Class B Control Period as set forth in this Supplement does not affect or amend the rights of the residents of Pelican Landing Declarant as they existed prior to this Supplement, (c) does not constitute a substantive amendment to the Declaration, and (d) merely puts the Declarant, the Association and the homeowners in same position that they were in prior to the execution and delivery of this Supplement, except for those additional rights and benefits expressly granted to the residents of Pelican Landing and the Association as set forth in this Supplement. The provisions of this Section 4.1 are a material inducement to Declarant entering into this Supplement.

4.2. Notwithstanding the foregoing provisions of this Section 4, the Association shall have the power to:

4.2.1. maintain, repair, replace and take such other reasonable actions with respect to the General Common Area as the Association shall determine; provided, however, no such actions shall adversely affect: (a) any of the property described in Exhibit "D" (which property includes the Hotel/Conference Center Property (as defined in the Settlement Agreement), the Timeshare Property (as defined in the Settlement Agreement), the property owned by Pelican Landing Golf Resort Ventures Limited Partnership, the Colony at Pelican Landing, Coconut point Marina, commercial parcels owned by Declarant and miscellaneous real property owned by Declarant), (b) any property in Pelican Landing owned by sub-developers, developers or builders (collectively, the "Developer Property"), (c) any commercial property in Pelican Landing, (d) any right of any owners of the Developer Property and the property described in Exhibit "D", (e) any signage rights of any owners of the Developer Property and the property described in Exhibit "D".

4.2.2. cause residents to comply with, and enforce, maintenance and esthetical standards established from time to time with respect to residential property; provided, however, such actions shall not affect or apply to (a) the Developer Property or the owners of the Developer Property, or to (b) any of the property described in Exhibit "D" or the owners of the property described in Exhibit D, all of the foregoing such property being exempt from such actions of, and regulation by the Association and the DRC, unless otherwise provided to the

contrary by the Declarant in a subsequent Supplement Upon the effective date of this Supplement, all of Declarant's appointees to the DRC shall resign from the DRC and Liz Whaley, WCI's design review coordinator, or her successor designee as designated by Declarant, shall provide reasonable assistance to the DRC in the form of consultations and recommendations with respect to new home construction on previously unimproved lots within Pelican Landing. Additionally, Declarant shall provide the Association with reasonable access to existing DRC records regarding previous residential construction within Pelican Landing.);

4.2.3. implement and enforce reasonable rules and regulations which do not affect the Hyatt Property, (as defined below,) or any property owned by Declarant as described in Exhibit "D" or the owners of any such property , nor adversely affect the Developer Property or the owners of the Developer Property or which would not violate any agreement between Declarant and any owner of the Developer Property; and

4.2.4. to propose, modify and adopt new Association budgets; provided, however, that the Association may not amend the basis upon which any of the Hyatt Property (as defined below) would be assessed without the consent of the Owner of such property, and no budget or assessment shall be adopted without the prior written consent of Declarant, which consent shall not be unreasonably withheld or delayed, (until the end of the Original Class B Control Period) if such budget or modification thereof (together with any prior modifications) shall have the effect of (a) increasing the budget by more than fifteen percent (15%) from the prior year's budget, OR (b) creating or implementing any assessments whose purpose is to pay legal fees or create a legal/litigation fund pertaining to any lawsuit or any other challenge against Declarant (provided, however, nothing herein shall be construed as or deemed to release Declarant (WCI) from any of its obligations under the Settlement Agreement , OR (c) creating or implementing any assessment which does not benefit the Pelican Landing community proportionately. Notwithstanding the foregoing, nothing herein shall prohibit the Association from complying with Section 10 of Exhibit "J" to the Settlement Agreement (First Amendment).

4.3. Declarant's Rights as to Amendments. Without modifying, limiting or waiving any other rights of Declarant under the Declaration or otherwise, for so long as Declarant or any of its Affiliates own any property identified in Exhibit A to the Declaration, no amendment shall be made to the Declaration, the Articles of Incorporation or the Bylaws, without the written consent of the Declarant, which consent shall not be unreasonably withheld or delayed.

5. Retention of All Other Rights of Declarant. To the extent not prohibited by law, and except as expressly set forth in this Supplement to the contrary, Declarant retains, and except as expressly set forth in this Supplement, this Supplement shall not relinquish, amend, modify, release, waive, or limit any other rights of the Declarant whether set forth in the Declaration, Articles of Incorporation, Bylaws or otherwise. To the extent that Declarant retains the right to unilaterally amend or modify the Declaration, the Articles of Incorporation or the Bylaws, Declarant shall not exercise such right so as to materially adversely affect the rights expressly granted to the Association under this Supplement.

6. Conditional Nature of Amendments.

6.1. This Supplement and the Amendments to the Declaration and the Bylaws set forth in Sections 3.1 and 3.2 above, unless Declarant elects in writing to the contrary, are conditioned upon and subject to: (a) the full and final satisfaction of all of the "Conditions Precedent" on or before the "Conditions Precedent Date" (as such terms are defined in the Settlement Agreement), as Conditions Precedent Date may be extended pursuant to the terms of the Settlement Agreement; (b) the full and final satisfaction of all of the "Conditions Subsequent" on or before the "Conditions Subsequent Date" (as such terms are defined in the Settlement Agreement), as the Conditions Subsequent Date may be extended pursuant to the terms of the Settlement Agreement; and (c) no default having occurred by the Association, CAF or RA with respect to Sections 4.1.1, 4.3.1, 9, 11, or 21 of the Settlement Agreement.

6.2. Unless Declarant elects in writing to the contrary, this Supplement shall automatically be deemed null and void in all respects, as if never executed, in the event of the occurrence of a "Failure of Condition" (as such term is subsequently defined). If (a) the Association, RA or CAF default in any of their obligations under Sections 4.1.1, 4.3.1, 9, 11 or 21 of the Settlement Agreement, (b) any of the Conditions Precedent are not fully and finally satisfied on or before the Conditions Precedent Date, as the Conditions Precedent Date may be extended pursuant to the terms of the Settlement Agreement, or (c) any of the Conditions Subsequent are not fully and finally satisfied on or before the Conditions Subsequent Date, as the Conditions Subsequent Date may be extended pursuant to the Settlement Agreement; then, Declarant may cause a Notice of Failure of Conditions in the form of Exhibit "B" attached to this Supplement to be recorded in the Public Records of Lee County, Florida by the "Mediator" (as such term is defined in the Settlement Agreement). Upon the recordation of the Notice of Failure of Conditions, this Supplement shall automatically be deemed null and void (together

with all amendments to the Declaration, Articles of Incorporation and Bylaws) as if it never existed; and Declarant shall immediately be entitled to elect a majority of the Association's Board of Directors and shall be entitled to appoint all of the members of the DRC.

6.3. If (a) there is no default by the Association, RA, or CAF of the Settlement Agreement obligations under Sections 4.1.1, 4.3.1, 9, 11 or 21 of the Settlement Agreement, (b) all of the Conditions Precedent are fully and finally satisfied on or before the Conditions Precedent Date, as the Conditions Precedent may be extended pursuant to the terms of the Settlement Agreement and (c) all of the Conditions Subsequent are fully satisfied on or before the Conditions Subsequent Date, as the Conditions Subsequent Date may be extended pursuant to the terms of the Settlement Agreement, then Declarant shall request the Mediator to record a Notice of Satisfaction of Conditions in the form of Exhibit "C" attached to this Supplement to be recorded in the Public Records of Lee County, Florida, whereupon the provisions of Section 6.1 of this Supplement shall no longer apply.

7. No Rights of Association. Except to the extent subsequently agreed to by Declarant by future supplement to the Declaration, and, with respect to any property owned by Hyatt Equities, LCC or an affiliate thereof ("Hyatt Property"), the owner of the Hyatt Property, the Association shall have no right to control, limit or regulate building design, construction, development, sales, operation and management of those properties identified in "Exhibit D" hereto or any of the Developer Property. The Association shall cooperate with Declarant and all other developers of such property in connection with the construction, development, sales, operation and management of such property and shall in no way interfere or impede such activities. The parties acknowledge that Declarant may submit all or a portion of such property to such provisions of the Declaration as Declarant may deem appropriate. Such cooperation will include the execution and delivery by the Association of all Documents reasonably required by Declarant.

8. No Impairment of Rights of Others. The Association shall not take any action or fail to take any action, with respect to any of the property identified in Exhibit "D" or any Developer Property, which would impair the rights of others previously, now or hereafter granted by Declarant in the Declaration (including, without limitation, any existing or future supplements), the Articles of Incorporation, the Bylaws or any other instrument contained in the books and records of the Association.



9. Conflicts Between Provisions. In the event of any conflict between the provisions of Declaration and the provisions of this Supplement, the provisions of this Supplement shall control.

10. Covenants Running with the Land. The covenants, easements, conditions, restrictions and other provisions under this Supplement shall run with the land and bind the property described in the Exhibits to this Supplement and shall inure to the benefit of and be enforceable by Declarant for a term of thirty (30) years from the date of this Supplement is recorded, after which time these provisions shall be automatically extended for successive periods of ten (10) years. Any time after the initial (30) year period provided for in this Paragraph, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modification executed by the Declarant.

11. Waiver. Any waiver by Declarant of any provisions of this Supplement or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

12. Severability. If any paragraph, phrase or portion of this Supplement Declaration, for any reason, is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

13. Effective Date. Except as provided in Section 6.1 and Section 6.2 below, the effective date of this Supplement shall be the date it is recorded in the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the undersigned have executed this Supplement on the date first set forth above.

Mary F. Prewitt  
Witness  
Mary F. Prewitt  
Printed Name of Witness

Amy Brister  
Witness  
Amy Brister  
Printed Name of Witness

WCI COMMUNITIES, INC.  
a Delaware corporation

By: [Signature]  
Title: Senior Vice President  
Name: George R. Page

STATE OF FLORIDA )

COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 4 day of SEPT, 2001 by George R. Page who is the Senior Vice President of WCI COMMUNITIES, INC. a Delaware corporation on behalf of said corporation who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)



Laurel Y. Sitterly  
Signature of Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Laurel Y. Sitterly  
Witness

LAUREL Y. SITTERLY  
Printed Name of Witness

Mary S. Cook  
Witness

Mary S. Cook  
Printed Name of Witness

PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Milt G. Flinn

By: \_\_\_\_\_

Title: President

Name: Milt G. Flinn

STATE OF FLORIDA )

COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 4 day of SEPT, 2001 by Milt G. Flinn who is the President of Pelican Landing Community Association, Inc. a Florida not-for-profit corporation on behalf of said corporation who is personally known to me, or has produced \_\_\_\_\_ as evidence of identification.

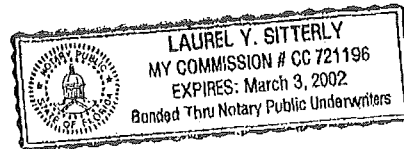
(SEAL)



Signature of Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

December 3, 1990

158 JOHNSON STREET  
TELEPHONE (813) 334-0046  
FACSIMILE (813) 334-3661  
POST OFFICE BOX 1350  
FORT MYERS, FLORIDA  
33902-1550

CARLE JOHNSON  
1911-1968

## DESCRIPTION PARCELS IN

SECTIONS 7, 8, 9, 16, 17, 18 & 20, T. 47 S., R. 25 E.  
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Sections 7, 8, 9, 16, 17, 18 and 20, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at a concrete monument marking the northwest corner of said Section 20 run S 00° 35' 25" E along the east line of said section for 2659.47 feet to the southeast corner of the northeast quarter (NE-1/4) of said section; thence run S 00° 38' 52" E along said east line for 734.90 feet to an intersection with the approximate centerline of Spring Creek; thence run along said centerline the following courses: S 78° 50' 00" W for 181.31 feet, N 34° 24' 12" W for 230.22 feet, N 30° 59' 12" W for 174.93 feet, N 24° 25' 16" E for 120.83 feet, S 65° 47' 43" E for 219.32 feet, N 18° 24' 43" E for 158.11 feet, N 75° 11' 47" W for 351.71 feet, N 65° 09' 33" W for 451.88 feet, N 84° 18' 44" W for 351.75 feet, N 66° 54' 31" W for 445.79 feet, S 63° 24' 43" W for 134.16 feet, S 03° 23' 22" E for 170.29 feet, S 50° 30' 17" W for 220.23 feet, N 84° 49' 43" W for 331.36 feet, S 62° 13' 07" W for 214.71 feet, S 22° 08' 36" W for 291.55 feet, S 72° 15' 11" W for 131.22 feet to an intersection with the east line of the southwest quarter (SW-1/4) of said Section 20; thence run N 00° 50' 19" W along said east line for 520.00 feet to the northeast corner of said fraction; thence run S 89° 58' 37" W along the north line of said fraction for 290.00 feet to an intersection with the approximate centerline of the most easterly branch of said Spring Creek; thence run along said centerline the following courses: N 09° 13' 28" W for 137.34 feet, N 29° 08' 22" W for 590.59 feet, N 38° 31' 58" W for 278.03 feet, N 65° 16' 43" W for 254.95 feet, N 37° 18' 28" W for 286.01 feet, N 32° 51' 05" E for 252.39 feet, N 20° 11' 00" E for 236.69 feet, N 27° 23' 47" W for 369.25 feet, S 89° 15' 43" W for 50 feet more or less to the easterly shore of said Spring Creek; thence run along said easterly shore for 1220 feet more or less to an intersection with the north line of said Section 20; thence run N 89° 15' 13" E along said north line of said section for 970 feet more or less to a concrete monument marking the northwest corner of the northeast quarter

CHAIRMAN  
ARCHIE T. GRANT, JR.

PRESIDENT  
FORREST H. BANKS

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

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W. DAVID KEY, JR.  
W. BRITT POMEROY  
CARL A. BARRACO  
GARY R. BULL  
KEVIN M. WINTER

CONSULTANTS  
LESTER L. BULSON  
ROBERT S. O'BRIEN

EXHIBIT "A"  
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(NE-1/4) of said Section 20; thence run N 00° 31' 30" E along the west line of the southeast quarter (SE-1/4) of said Section 17 for 2644.38 feet to an intersection with the south line of Spring Creek Road as described in Deed Book 305 at Page 276, Lee County Records; thence run S 89° 58' 35" E along said south line for 653.92 feet to an intersection with the east line of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4) of the southeast quarter (SE-1/4) of said Section 17; thence run N 00° 19' 19" E along said east line for 30.00 feet to an intersection with the north line of the southeast quarter (SE-1/4) of said Section 17; thence run S 89° 58' 35" E along the north line of said fraction for 461.34 feet to the southeast corner of lands described in Official Record Book 1713 at Page 1188 of said public records; thence run N 00° 41' 04" W for 668.20 feet to the northeast corner of said lands; thence run N 89° 50' 32" W along the north line of said lands for 366.38 feet to the easterly line of said Spring Creek Road (50 feet wide); thence run N 00° 07' 58" E for 2007.04 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 8; thence continue N 00° 07' 17" E along said east line for 343.54 feet; thence run S 89° 38' 58" E for 10.00 feet; thence run N 00° 07' 17" E along said east line for 499.94 feet to the southwest corner of lands described in Official Record Book 428 at Page 349, said public records; thence run S 89° 21' 02" E along the south line of said lands for 536.00 feet; thence run N 00° 07' 17" E along the east line of said lands for 474.33 feet; thence run N 89° 21' 02" W along the north line of said lands for 546.00 feet to an intersection with the easterly line of said Spring Creek Road; thence run N 00° 07' 17" E along said east line for 1292.76 feet to an intersection with the south line of Coconut Road (50 feet wide); thence run S 89° 16' 14" E along said south line for 1802.38 feet to an intersection with the west line of said Section 9; thence run N 00° 39' 58" W along said west line for 25.00 feet to a concrete monument marking the northwest corner of the southwest quarter (SW-1/4) of said section; thence continue along said west line N 00° 39' 58" W for 5.00 feet to an intersection with the south line of said Coconut Road as described in Official Record Book 1738 at Page 2538, said public records; thence run S 89° 35' 50" E along said south line for 3164.37 feet to an intersection with the west line of Tamiami Trail (State Road No. 45); thence run S 00° 10' 56" W along said west line for 621.81 feet to a point of curvature; thence run southerly and southeasterly along said west

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Parcels in Sections 7, 8, 16, 17, 18 &amp; 20, T. 47 S., R. 25 E.

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line, along the arc of a curve to the left of radius 5797.58 feet (chord bearing S 04° 57' 34" E) (chord 1039.14 feet) (delta 10° 17' 00") for 1040.54 feet to a point of tangency; thence run S 10° 02' 35" E along said westerly line for 938.08 feet to an intersection with the north line of the northeast quarter (NE-1/4) of said Section 16; thence run S 89° 23' 00" W along said north line for 708.94 feet to the northwest corner of said northeast quarter (NE-1/4) of Section 16; thence run S 00° 02' 54" W along said west line of the northeast quarter (NE-1/4) for 2643.98 feet to the southwest corner of the northeast quarter (NE-1/4); thence run N 89° 10' 34" E along the south line of said fraction for 538.06 feet; thence run S 00° 06' 43" E for 1085.91 feet; thence run N 89° 06' 43" E for 744.41 feet to an intersection with the west line of said Tamiami Trail; thence run southerly along said west line, along the arc of a non-tangent curve to the right of radius 5619.58 feet (chord bearing S 00° 22' 05" E) (chord 50.21 feet) (delta 00° 30' 42") for 50.21 feet to a point of tangency; thence run S 00° 06' 43" E along said west line for 49.81 feet; thence run S 89° 06' 43" W for 300.00 feet; thence run S 00° 06' 43" E for 1445.82 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 16; thence run S 89° 16' 54" W along said south line of said fraction for 989.41 feet to the southeast corner of the southwest quarter (SW-1/4) of said Section 16; thence run S 88° 38' 34" W along said south line of said southwest quarter (SW-1/4) for 2627.98 feet to the Point of Beginning.

ALSO

All of Government Lot 1, Section 7, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Beginning at a concrete monument marking the northeast corner of Government Lot 1 of said Section 7 run S 01° 07' 45" E along the east line of said Section 7 for 1252.52 feet to the southeast corner of said Government Lot 1; thence run S 89° 33' 42" W along the south line of said Government Lot for 1747.82 feet to a concrete post at the waters of Estero Bay; thence run northerly and westerly along the waters of Estero Bay to an intersection with the north line of said Section 7; thence run N 89° 48' 31" E along said north line for 2575 feet more or less to the Point of Beginning.

ALSO

From a railroad spike marking the northwest corner of the southwest quarter (SW-1/4) of said Section 8 run S 00° 23' 24" E along the west line of said fraction for

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Parcels in Sections 7, 8, 16, 17, 18 & 20, T. 47 S., R. 25 E.  
 December 3, 1990  
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25.00 feet to an intersection with the south line of Coconut Road (50 feet wide) and the Point of Beginning. From said Point of Beginning run S 89° 16' 14" E along said south line for 3253.00 feet to an intersection with the west line of Spring Creek Road; thence run S 00° 07' 17" W along said west line for 2610.71 feet to an intersection with the south line of said Section 8; thence run S 00° 07' 58" W along said west line for 2676.47 feet to an intersection with the south line of said Section 17; thence run S 89° 58' 35" E along said south line for 35.43 feet to an intersection with the east line of Coconut Road as described in Deed Book 305 at Page 276, public records of Lee County, Florida; thence run N 00° 19' 19" E along said east line for 30.00 feet; thence run N 89° 58' 35" W along the north line of Coconut Road for 653.66 feet to an intersection with the east line of the northwest quarter (NW-1/4) of said Section 17; thence run N 89° 59' 08" W along said north line for 404.79 feet to the southeast corner of lands described in Official Record Book 411 at Page 759 of said public records; thence run N 01° 31' 36" E along the east line of said lands for 960.34 feet; thence run N 89° 59' 08" W along the north line of said lands for 2200.77 feet to an intersection with the east line of the northeast quarter (NE-1/4) of said Section 18; thence run N 89° 59' 08" W for 1840 feet more or less to the waters of Estero Bay; thence run northerly along the waters of Estero Bay for 8300 feet more or less to an intersection with the north line of the south half (S-1/2) of Government Lot 2 of said Section 7; thence run N 89° 32' 15" E along the north line of said Government Lot 2 for 545 feet more or less to the northwest corner of lands described in Official Record Book 1895 at Page 3817 of said public records; thence run S 08° 50' 45" E along the west line of said lands for 199.50 feet; thence run N 89° 32' 15" E along the south line of said lands for 247.50 feet; thence run N 89° 35' 27" E for 666.22 feet; thence run N 89° 32' 15" E for 239.00 feet to an intersection with the west line of Coconut Road; thence run S 01° 07' 45" E along said west line for 488.63 feet; thence run N 89° 40' 05" E along the south line of said Coconut Road for 24.55 feet to the Point of Beginning.

LESS and EXCEPT lands described in Official Record Book 1677 at Page 3516 of the public records of Lee County, Florida.

Parcels in Sections 7, 8, 16, 17, 18 & 20, T. 47 S., R. 25 E.  
December 3, 1990  
Page 5

Containing 1806.2 acres more or less.  
Bearings hereinabove mentioned are based on the east boundary line  
of Pelican's Nest Unit No. 1 as recorded in Plat Book 41 at Pages  
58 through 60 of the public records of Lee County, Florida.

WBP/pd  
18445

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

DR2725 PG3264

DR BK 03520 PG 4694



# JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

September 4, 1990

38 JOHNSON STREET  
TELEPHONE (813) 334-0048  
FACSIMILE (813) 334-3861  
POST OFFICE BOX 1550  
FORT MYERS, FLORIDA  
33902-1550

CARLE E. JOHNSON  
1911-1968

## DESCRIPTION

### PARCEL IN

SECTIONS 13 & 24, T. 47 S., R. 24 E.  
BIG HICKORY ISLAND, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Government Lot 3, Section 13 and Government Lot 2, Section 24, Township 47 South, Range 24 East, Big Hickory Island, Lee County, Florida which tract or parcel is described as follows:

From the center of a turnaround on State Road No. 867 (Bonita Beach Road) being S.R.D. Station 19184.75 and N 24° 28' 41" W along the northern prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run S 62° 26' 49" W for 98.40 feet; thence run N 27° 33' 11" W for 1863.42 feet; thence run N 20° 00' 41" W for 1403.30 feet; thence run N 65° 00' 00" E for 313.91 feet to the Point of Beginning.

From said Point of Beginning run N 18° 55' 11" W for 97.51 feet, N 22° 26' 23" W for 100.53 feet, N 23° 09' 50" W for 100.14 feet, N 14° 51' 19" W for 73.01 feet, N 27° 40' 10" W for 88.01 feet, N 29° 33' 57" W for 46.01 feet, N 22° 14' 53" W for 47.27 feet, N 20° 39' 23" W for 46.98 feet, N 11° 15' 38" W for 29.80 feet, N 26° 10' 46" W for 46.87 feet, N 09° 09' 45" W for 48.26 feet, N 17° 35' 56" W for 46.04 feet, N 12° 49' 07" W for 50.04 feet, N 29° 20' 48" W for 69.12 feet, N 20° 48' 58" W for 63.82 feet; thence run N 79° 23' 51" W for 247 feet more or less to an intersection with the Approximate Mean High Water Line of the Gulf of Mexico; thence run northerly and northeasterly along said waters for 1140 feet more or less to an intersection with the south line of lands described in Official Record Book 198 at Page 188 of the public records of Lee County, Florida; thence run along said south line, along the arc of a curve to the right of radius 12000.00 feet for 783 feet to an intersection with the Waters of New Pass; thence run southerly, easterly, southwesterly and southerly along said waters for 4080 feet more or less to an intersection with a line bearing N 65° 00' 00" E and passing through the Point of Beginning; thence run S 65° 00' 00" W for 181 feet more or less to the Point of Beginning.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

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

CONSULTANTS  
LESTER L. BULSON  
ROBERT S. O'BRIEN

WBP/pd  
18601

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

ORA 2725 PG 3265

DR BR 03520 PG 4695

## LEGAL DESCRIPTION

### LANDS OF SPRING CREEK WEST DRI

All that part of Section 21, Township 47 South, Range 25 East, Lee County, Florida lying north of the centerline of Spring Creek and lying west of the west right-of-way line of Tamiami Trail (U.S. 41) as recorded in Official Record Book 1000, page 85, Public Records of Lee County, Florida.

Subject to easements, restrictions and reservations of record.

Containing 323 acres, more or less.

## LEGAL DESCRIPTION

### LANDS OF L&L 210

Parcels lying in Section 5 and Section 8, Township 47 South, Range 25 East, Lee County, Florida, and more particularly described as follows and all consisting of 210 acres, more or less.

#### PARCELS IN SECTION 5:

Lots 8B, 9B, 10B, 11B, 12B, and Lots 21 B, 22B, 23B, 24B, and 25B of Florida Gulf Land Company Subdivision, all in Section 5, Lee County, Florida (recorded in Plat Book 1 at page 59), consisting of 100 acres.

Also:

Lot 8, Block 14 of El Dorado Acres, an unrecorded subdivision shown in Deed Book 310 at page 183 of the Public Records of Lee County, Florida.

Also:

The East three-quarters (E-3/4) of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 30 acres, more or less.

Also:

The East two-thirds (E-2/3) of the Southwest one-quarter (SW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 26.67 acres, more or less.

#### PARCELS IN SECTION 8:

The East two-thirds (E-2/3) of the West one-half (W-1/2) of the Northwest one-quarter (NW-1/4) of said Section 8, consisting of approximately 53.55 acres, more or less, less the southerly 40.00 feet for the right-of-way of Coconut Road.

# LEGAL DESCRIPTION

## LANDS OF KERSEY RELEASE PARCEL 1

A parcel of land located in the southwest one-quarter of Section 5 and the south one-half of Section 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

**COMMENCE** at the southwest corner of Section 5, Township 47 South, Range 25 East, Lee County, Florida; thence run S 88°17'05" E along the south line of said Section 5 for 424.38 feet to the east line of the west one-third of the southwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°13'46" W along said east line for 1304.24 feet to the north line of the west one-third of the southwest one-quarter of the southwest one-quarter; thence run N 88°47'05" W along said north line for 107.11 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°14'13" W along said east line for 202.32 feet to the **POINT OF BEGINNING**;  
thence run S 89°30'27" W for 1648.89 feet; thence run S 00°19'22" W for 520.95 feet; thence run N 89°10'01" W for 1643.24 feet to a calculated line of closure according to a survey prepared by Bean, Whitaker, Lutz & Barnes, Inc. on March 16, 1996; thence run N 23°35'45" W along said calculated line of closure for 393.13 feet to the north line of Government Lot 4, Section 6, Township 47 South, Range 25 East, Lee County, Florida; thence run S 89°10'01" E along said north line for 1792.64 feet; thence run N 00°19'22" E for 775.62 feet; thence run N 47°20'07" E for 523.62 feet; thence run S 80°12'45" E for 600.67 feet; thence run N 00°19'22" E for 162.50 feet; thence run S 89°40'38" E for 349.47 feet to the west line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°21'42" W along said west line for 92.78 feet to the north line of the southwest one-quarter of said Section 5; thence run S 89°17'05" E along said north line for 324.09 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run S 00°14'13" E along said east line for 1100.59 feet to the **POINT OF BEGINNING**.

Containing 50.00 acres, more or less.

Subject to easements, reservations or restrictions of record. o

Bearings hereinabove mentioned are based on the west line of the northwest one-quarter of Section 8, Township 47 South, Range 25 East, Lee County, Florida as bearing N 00°01'00" E.

OR 725 P03267

CHARLIE GREEN LEE CITY FL

96 JUL 16 PM 1:56

Prepared By and Return to:

Brian Belt, Esq.  
Shutts & Bowen  
1500 Miami Center  
201 South Biscayne Boulevard  
Miami, Florida 33131

SPACE ABOVE THIS LINE FOR RECORDING

### NOTICE OF FAILURE OF CONDITIONS

THIS NOTICE OF FAILURE OF CONDITIONS (the "Notice") made as of this \_\_\_\_ day of \_\_\_\_\_, 2001 by WCI Communities, Inc., a Delaware corporation, as successor by merger to WCI Communities Limited Partnership, a Delaware limited partnership, as successor to Pelican Landing Communities, Inc., formerly known as Westinghouse Bayside Communities, Inc., a Florida corporation, which was the "Declarant" under that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing, as more specifically described below ("Declarant") and Pelican Landing Community Association, Inc., a Florida corporation not-for-profit (the "Association").

#### RECITALS:

A. Declarant recorded an Amended and Restated Declaration and General Protective Covenants for Pelican Landing in Official Records Book 2198, Page 1873 of the Public Records of Lee County, Florida, as same has been subsequently amended and supplemented (collectively, the "Declaration").

B. Declarant and the Association, among others, entered into a Settlement and Turnover Agreement dated \_\_\_\_\_, 2001 (the "Settlement Agreement").

C. Pursuant to the Settlement Agreement, Declarant agreed to execute and record the \_\_\_\_\_ Supplement to the Declaration (the "Change of Control Supplement"), which Change of Control Supplement was recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Lee County, Florida.

D. Declarant's execution of the Settlement Agreement and the Change of Control Supplement was contingent upon certain conditions precedent and conditions subsequent being satisfied by the Association, all as more particularly set forth in such documents (collectively, the "Conditions").

E. One or more of said Conditions have not been timely satisfied as required by the Settlement Agreement and/or the Change of Control Supplement.

F. Declarant desires to file this Notice to declare and make the Change of Control Supplement null and void.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**EXHIBIT "B"**  
Page 1 of 3

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Definitions.** Capitalized terms which are not otherwise defined in this Notice shall have the same name ascribed to such terms in the Declaration.
3. **Failure of Conditions.** The Association has failed to satisfy one or more of the Conditions, and the Change of Control Supplement is hereby deemed null and void for all intents and purposes as if same had never been executed and recorded.

IN WITNESS WHEREOF, the parties have executed this Notice as of the date first above written.

Signed, sealed and delivered  
in the Presence of:

WCI COMMUNITIES, INC.  
a Delaware corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Printed Name of Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_

PELICAN LANDING COMMUNITY  
ASSOCIATION, INC., a Florida not  
for-profit corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Printed Name of Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA    )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001 by \_\_\_\_\_ who is the \_\_\_\_\_ of WCI COMMUNITIES, INC., a Delaware corporation on behalf of said corporation who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "B"  
Page 2 of 3

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001 by \_\_\_\_\_ who is the \_\_\_\_\_ of Pelican Landing Community Association, Inc. a Florida not-for-profit corporation on behalf of said corporation who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT "B"  
Page 3 of 3

Prepared By and Return to:

Brian Belt, Esq.  
Shutts & Bowen  
1500 Miami Center  
201 South Biscayne Boulevard  
Miami, Florida 33131

OR BK 03520 PG 4701

SPACE ABOVE THIS LINE FOR RECORDING

### NOTICE OF SATISFACTION OF CONDITIONS

THIS NOTICE OF FAILURE OF CONDITIONS (the "Notice") made as of this \_\_\_\_ day of \_\_\_\_\_, 2001 by **WCI Communities, Inc.**, a Delaware corporation, as successor by merger to **WCI Communities Limited Partnership**, a Delaware limited partnership, as successor to **Pelican Landing Communities, Inc.**, formerly known as **Westinghouse Bayside Communities, Inc.**, a Florida corporation, which was the "Declarant" under that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing, as more specifically described below ("Declarant") and **Pelican Landing Community Association, Inc.**, a Florida corporation not-for-profit (the "Association").

#### RECITALS:

A. Declarant recorded an Amended and Restated Declaration and General Protective Covenants for Pelican Landing in Official Records Book 2198, Page 1873 of the Public Records of Lee County, Florida, as same has been subsequently amended and supplemented (collectively, the "Declaration").

B. Declarant and the Association, among others, entered into a Settlement and Turnover Agreement dated \_\_\_\_\_, 2001 (the "Settlement Agreement").

C. Pursuant to the Settlement Agreement, Declarant agreed to execute and record the \_\_\_\_\_ Supplement to the Declaration (the "Change of Control Supplement"), which Change of Control Supplement was recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Lee County, Florida.

D. Declarant's execution of the Settlement Agreement and the Change of Control Supplement was contingent upon certain conditions precedent and conditions subsequent being satisfied by the Association, all as more particularly set forth in such documents (collectively, the "Conditions").

E. All of said Conditions have been timely satisfied as required by the Settlement Agreement and the Change of Control Supplement.

F. Declarant desires to file this Notice to confirm that all Conditions have been timely satisfied.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**EXHIBIT "C"**  
**Page 1 of 3**

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Definitions.** Capitalized terms which are not otherwise defined in this Notice shall have the same name ascribed to such terms in the Declaration.
3. **Satisfaction of Conditions.** Notice is hereby given that the Association has satisfied all Conditions set forth in the Settlement Agreement and the Change of Control Supplement, and the Change of Control Supplement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Notice as of the date first above written.

Signed, sealed and delivered  
in the Presence of:

WCI COMMUNITIES, INC.  
a Delaware corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Printed Name of Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_

PELICAN LANDING COMMUNITY  
ASSOCIATION, INC., a Florida not  
for-profit corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Printed Name of Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001 by \_\_\_\_\_ who is the \_\_\_\_\_ of WCI COMMUNITIES, INC., a Delaware corporation on behalf of said corporation who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "C"**  
Page 2 of 3



STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001 by \_\_\_\_\_ who is the \_\_\_\_\_ of Pelican Landing Community Association, Inc. a Florida not-for-profit corporation on behalf of said corporation who is personally known to me or has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT "C"  
Page 3 of 3

Resort Hotel Parcel (legal description attached)

Hyatt Golf Resort Time Share Parcel (legal description attached)

Hyatt Resort Golf Parcels (legal descriptions attached)

Marina Area

Dock Facilities

The Colony (sketch attached)

Any property owned by WCI Communities, Inc. on August 30, 2001 and not intended to be conveyed as Area(s) of Common Responsibility to the Association, including, but not limited to, the following:

All of Tracts "D" and "E", Pelican Landing Unit Twenty-four, according to the plat thereof recorded in Plat Book 58, Pages 71 and 72, of the Public Records of Lee County, Florida. (sketch attached)

That certain Proposed Commercial Parcel (unplatted, 4.01 acres)(legal description and sketch attached)

052 PG 1861

PELICAN LANDING  
RESORT HOTEL PARCEL

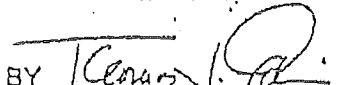
A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 50.00 FOOT RIGHT-OF-WAY DESCRIBED IN COUNTY COMMISSIONERS' MINUTE BOOK 6 AT PAGE 288 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 625.00 FEET; THENCE RUN S.89°40'05"W. FOR A DISTANCE OF 1107.21 FEET; THENCE RUN N.00°19'55"W. FOR A DISTANCE OF 650.00 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE RUN N.00°48'02"E. FOR A DISTANCE OF 210.01 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°40'05"E., ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516, FOR A DISTANCE OF 216.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE RUN N.03°20'55"W., ALONG THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. 1677 AT PAGE 3516, FOR A DISTANCE OF 202.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE RUN N.89°40'05"E. FOR A DISTANCE OF 886.42 FEET TO A POINT 25.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, THE SAME BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.01°07'45"E., PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 436.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.89°16'14"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 24.69 FEET TO THE POINT OF BEGINNING; CONTAINING 25.693 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.00°23'24"E.

HOLE, MONTES & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

BY   
THOMAS J. GARRIS

P.L.S. # 3741  
STATE OF FLORIDA

EXHIBIT "D"  
Page 2 of 15

DR IN 03520 PG 4785

Description of Hyatt Golf Resort Time Share Parcel,  
being a part of Section 5 and 6, Township 47 South,  
Range 25 East, Lee County, Florida

All that part of Section 5 and 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 6;  
thence North 32°03'01" West 401.93 feet to the Point of Beginning of the parcel herein described;

thence North 35°11'25" West 153.86 feet;  
thence South 59°23'02" West 537.28 feet;  
thence North 31°15'19" West 104.97 feet;  
thence North 06°23'24" East 410.85 feet;  
thence North 35°42'31" West 280.13 feet;  
thence North 06°47'06" East 552.75 feet;  
thence North 13°36'10" West 175.93 feet;  
thence North 17°38'44" East 234.48 feet;  
thence North 62°05'42" East 445.07 feet;  
thence South 63°59'01" East 325.63 feet;  
thence South 20°24'37" East 663.90 feet;  
thence South 28°11'56" West 186.92 feet;  
thence South 16°04'11" East 265.70 feet;  
thence South 53°58'04" East 190.76 feet;  
thence South 22°12'52" East 87.71 feet;  
thence South 72°12'41" West 131.17 feet;  
thence South 69°10'37" West 363.26 feet;  
thence South 20°46'24" East 161.13 feet;  
thence South 60°31'34" West 62.68 feet to the Point of Beginning of the parcel herein described.

Subject to easements and restrictions of record.

Containing 32.17 acres more or less.

Bearings are based on the east line of said Section 6, being North 01°33'26" West.

Certificate of authorization #LB-43.

WilsonMiller, Inc.  
Registered Engineers and Land Surveyors

By: \_\_\_\_\_  
John P. Maloney, P.S.M. #4493

Date \_\_\_\_\_

Ref., 4K-438

Not valid unless embossed with the Professional's seal.

EXHIBIT "D"  
Page 3 of 15

# DESCRIPTION

HYATT RESORT GOLF PARCEL OR BK 03520 PG 4707

PARCEL IN  
SECTIONS 5, 6, 7 AND 8, T. 47 S., R. 25 E.  
LEE COUNTY, FLORIDA

All those lands as described in Official Record Book 780, pages 3182 through 3184 and Official Record Book 2525, pages 1400 through 1402, Public Records of Lee County, Florida along with all that part of Government Lot 1, Section 7, Township 47 South, Range 25 East, Lee County, Florida lying east of the Mean High Water line of the waters of the Estero Bay all being more particularly described as follows:

All that part of Sections 5, 6, 7 and 8, Township 47 South, Range 25 East, Lee County, Florida along with Lots B8, B9, B10, B11, B12, B21, B22, B23, B24 and B25, Florida Gulf Land Company's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 59, Public Records, Lee County, Florida all being more particularly described as follows:

BEGINNING at the southeast corner of said Government Lot 1, Section 7; thence along the west line of the northwest one-quarter (NW-1/4) of said Section 8, S01°07'45"E, a distance of 1284.54 feet to a line lying 40 feet northerly of and parallel with, as measured at right angles to, the south line of the northwest one-quarter (NW-1/4) of said Section 8; thence along said parallel line S89°16'14"E, a distance of 1267.99 feet to the east line of the west one-half (W-1/2) of the northwest one-quarter (NW-1/4) of said Section 8, said line also being the west line of said El Dorado Acres; thence along said fractional line and the west line of El Dorado Acres N01°00'40"W, a distance of 2612.29 feet to the south line of the southwest one-quarter (SW-1/4) of said Section 5, said line also being the south line of said Florida Gulf Land Company's Subdivision, said line also being the north line of said El Dorado Acres; thence along said line S89°25'14"E, a distance of 1273.31 feet to the south one-quarter (S-1/4) corner of said Section 5; thence along the south line of the southeast one-quarter (SE-1/4) of said Section 5, said line also being the north line of said El Dorado Acres, S88°49'04"E, a distance of 322.44 feet to the east line of Lot B8 of said Florida Gulf Land Company's Subdivision; thence along said east line of Lot B8 and continue along the east line of Lot B25 N00°26'57"W, a distance of 2655.63 feet to the north line of the southeast one-quarter (SE-1/4) of said Section 5, said line also being the north line of Lot B25 of said Florida Gulf Land Company's Subdivision; thence along said line S89°30'21"W, a distance of 325.11 feet to the center of said Section 5; thence along the north line of the southwest one-quarter (SW-1/4) of said Section 5 S89°34'01"W, a distance of 2592.59 feet to the west one-quarter (W-1/4) corner of said Section 5; thence along the west line of the southwest one-quarter (SW-1/4) of said Section 5 S01°27'58"E, a distance of 92.76 feet to the boundary of those lands as described in Official Record Book 1762, page 4173, Public Records,

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EXHIBIT "D"  
Page 4 of 15

OR BK 03520 PG 4707

OR BK 83528 PG 4703

Lee County, Florida; thence along said boundary in the following five (5) described courses:

- 1) S89°10'33"W, a distance of 349.32 feet;
- 2) S00°49'45"E, a distance of 162.43 feet;
- 3) N81°21'24"W, a distance of 600.65 feet;
- 4) S46°11'08"W, a distance of 523.57 feet;
- 5) S00°48'54"E, a distance of 775.71 feet

to the north line of Government Lot 4, of said Section 6; thence along said north line S89°41'05"W, a distance of 200 feet more or less to the Mean High Water line of the waters of the Estero Bay; thence southerly along said Mean High Water line to the south line of Government Lot 1 of said Section 7; thence along said south line of Government Lot 1 N89°33'42"E, a distance of 1279 feet more or less to the POINT OF BEGINNING of the Parcel herein described;

**ALONG WITH:**

Lot 8, Block 14, El Dorado Acres, an unrecorded subdivision in Section 8, Township 47 South, Range 25 East according to the plat thereof as recorded in Deed Book 310, page 183 and Official Record Book 82, page 474, Public Records, Lee County, Florida;

**LESS AND EXCEPT the following parcel of land:**

Description of Hyatt Golf Resort Time Share Parcel, being a part of Section 5 and 6, Township 47 South, Range 25 East, Lee County, Florida

All that part of Section 5 and 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 6; thence North 32°03'01" West 401.93 feet to the Point of Beginning of the parcel herein described;

- thence North 35°11'25" West 153.86 feet;
- thence South 59°23'02" West 537.28 feet;
- thence North 31°15'19" West 104.97 feet;
- thence North 06°23'24" East 410.85 feet;
- thence North 35°42'31" West 280.13 feet;
- thence North 06°47'06" East 552.75 feet;
- thence North 13°36'10" West 175.93 feet;
- thence North 17°38'44" East 234.48 feet;
- thence North 62°05'42" East 445.07 feet;
- thence South 63°59'01" East 325.63 feet;
- thence South 20°24'37" East 663.90 feet;
- thence South 28°11'56" West 186.92 feet;
- thence South 16°04'11" East 265.70 feet;

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OR BK 83528 PG 4703

thence South 53°58'04" East 190.76 feet;  
thence South 22°12'52" East 87.71 feet;  
thence South 72°12'41" West 131.17 feet;  
thence South 69°10'37" West 363.26 feet;  
thence South 20°46'24" East 161.13 feet;  
thence South 60°31'34" West 62.68 feet to the Point of Beginning of the parcel  
herein described.

OR BK 03520 PG 4709

Containing 337.83 acres, more or less.

Bearings are based on the east line of said Section 6, being North 01°33'26" West.  
Subject to easements, restrictions, reservations and rights-of-way of record.

~~OR BK 03521 PG 2746~~

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EXHIBIT "D"

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DESCRIPTION  
MARINA AREA  
 G.L. 2, SECTION 7, T. 47 S., R. 25 E.  
 LEE COUNTY, FLORIDA

A parcel of land lying in the south half (S-1/2) of Government Lot 2, Section 7, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

From the southeast corner of said Government Lot 2 run along the south line of said lot S 89° 40' 05" W for 1229.21 feet to a concrete monument; thence run N 03° 00' 42" W for 411.46 feet to an iron pipe; thence run S 84° 33' 42" W for 581.03 feet to the Point of Beginning of the herein described tract.

From said Point of Beginning run S 39° 47' 27" E for 20.62 feet; thence run S 03° 11' 37" E for 105.10 feet; thence run S 34° 30' 06" W for 46.13 feet; thence run

S 46° 06' 48" W	for	64.05	feet;	thence	run
S 81° 29' 24" W	for	34.91	feet;	thence	run
N 78° 46' 40" W	for	9.08	feet;	thence	run
N 57° 16' 46" W	for	7.89	feet;	thence	run
N 38° 59' 48" W	for	54.58	feet;	thence	run
N 39° 03' 20" W	for	56.81	feet;	thence	run
N 29° 21' 02" W	for	11.54	feet;	thence	run
N 18° 22' 07" W	for	48.42	feet;	thence	run
N 37° 55' 35" W	for	21.04	feet;	thence	run
N 22° 49' 02" E	for	23.82	feet;	thence	run
N 23° 07' 52" E	for	47.92	feet;	thence	run
N 50° 57' 18" E	for	25.41	feet;	thence	run
S 39° 56' 06" E	for	10.92	feet;	thence	run
N 51° 13' 11" E	for	24.14	feet;	thence	run
N 41° 30' 02" W	for	11.13	feet;	thence	run
N 50° 27' 30" E	for	15.83	feet;	thence	run
S 82° 59' 45" E	for	84.81	feet;	thence	run

S 39° 47' 27" E for 69.81 feet to the Point of Beginning of the herein described tract.

Containing 0.99 acres more or less.

OR3052-161812

OR NR 03520 PG 4710







6210  
COCONUT  
PLANTATION  
(TIMESHARE)

6010  
RESORT GOLF

# THE COLONY

ESTERO BAY

5520

5500  
COCONUT ROAD

COCONUT  
POINT  
MARINA

HYATT HOTEL

5440  
HR

5030

5180  
MERA

5030

ESTERO BAY

5900

5430  
MR

5430  
MR

5180  
MERA

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HR

5680  
HR

5180  
MERA

5030

5810  
BAY CLUB

5840  
LASCALA

PALERMO

5710

ESTERO BAY



PROPOSED  
COMMERCIAL  
PARCEL

BBLs  
SURVEYORS & MAPPERS INC.  
14848 OLD 41, SUITE 4  
NAPLES, FLORIDA 34110  
TELEPHONE: 941-597-1315  
FAX: 941-597-5207

A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLYMOST CORNER OF TRACT "A", (NORTH COMMONS DRIVE, A 60 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF PELICAN LANDING UNIT TWENTY-TWO, RECORDED IN PLAT BOOK 58 AT PAGES 17 THROUGH 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PELICAN COLONY BOULEVARD, (TRACT "A", A 120 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF PELICAN LANDING UNIT NINETEEN, RECORDED IN PLAT BOOK 56 AT PAGES 36 THROUGH 38 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING A POINT ON A CIRCULAR CURVE TO THE RIGHT, HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF  $82^{\circ}19'38''$ , A TANGENT LENGTH OF 26.23 FEET, A CHORD BEARING OF N.  $29^{\circ}44'57''$  W. AND A CHORD LENGTH OF 39.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH COMMONS DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 43.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF  $32^{\circ}18'45''$ , A TANGENT LENGTH OF 52.15 FEET, A CHORD BEARING OF N.  $04^{\circ}44'30''$  W. AND A CHORD LENGTH OF 100.17 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH COMMONS DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 101.51 FEET; THENCE N.  $20^{\circ}53'52''$  W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 721.03 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT, HAVING: A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF  $20^{\circ}20'11''$ , A TANGENT LENGTH OF 59.19 FEET, A CHORD BEARING OF N.  $31^{\circ}03'58''$  W. AND A CHORD LENGTH OF 116.52 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH COMMONS DRIVE AND ALONG THE ARC OF SAID

EXHIBIT "D"  
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DR BK 03520 PG 4715

CURVE, AN ARC LENGTH OF 117.13 FEET; THENCE N.48°45'57"E. A DISTANCE OF 75.26 FEET; THENCE N.20°53'52"W. A DISTANCE OF 242.31 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.20°53'52"W. A DISTANCE OF 505.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD(A 50 FOOT WIDE RIGHT-OF-WAY) AS DESCRIBED IN OFFICIAL RECORD BOOK 1738 PAGES 2538 THROUGH 2540, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.89°35'50"E. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 509.22 FEET; THENCE S.00°10'56"W. A DISTANCE OF 333.67 FEET; THENCE S.67°33'44"W. A DISTANCE OF 354.55 FEET TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREIN REFER TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COMMONS DRIVE AS SHOWN ON THE PLAT OF PELICAN LANDING UNIT TWENTY-TWO, AS RECORDED IN PLAT BOOK 58 PAGES 17 THROUGH 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N. 20°53'52" W.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

TOTAL ACRES = 4.01 ACRES MORE OR LESS.

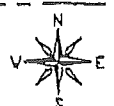
*Kris A. Slosser*

KRIS A. SLOSSER, STATE OF FLORIDA P.S.M. #5560  
BBL SURVEYORS & MAPPERS INC. L.B.#6753

(SEE ATTACHED SKETCH)

OR BK 03520 PG 4717

**COCONUT ROAD**  
 O.R. 1738 PAGE 2338-2340  
 (30.0' RIGHT-OF-WAY)  
 S.23°35'50"E 509.22'



SCALE: 1" = 150'

**LEGEND**

- F.C.M. FOUND 4"x4" CONCRETE MONUMENT
- F.L.K. FOUND 3/4" IRON ROD G.L.S. 4-1740
- F.J.L. SET 5/8" IRON ROD G.L.S. 86723
- RD REAL PROPERTY DESCRIPTION
- OR OFFICIAL RECORD BOOK
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- T.M. TOWNSHIP
- SEC. SECTION
- T.M. TOWNSHIP
- RNG. RANGE
- PLAT PLAT
- MD MEASURED
- P.L. PLAT BOOK
- PG. PAGE
- LI LINE LABEL
- CL CURVE LABEL
- OP EDGE OF PAVEMENT
- R.O.W. RIGHT-OF-WAY
- CG CALCULATED
- T.M. TOP OF BANK

BONITA SPRINGS ELKS LODGE  
 O.R. 2379 PAGE 2408-2410  
 (UNPLATTED)

PROPOSED COMMERCIAL PARCEL  
 (UNPLATTED)

LAND INVESTMENT CORP. OF NAPLES  
 O.R. 2904, PAGE 837-841  
 (UNPLATTED)

ESTERO BAY PROPERTY INVESTORS.  
 O.R. 2884, PAGE 2004-2009  
 (UNPLATTED)

PELICAN LANDING  
 UNIT TWENTY - TWO  
 PLAT BOOK 38 PAGE 17-21

**CURVE TABLE**

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	330.00'	20°20'11"	117.13'	59.93'	116.52'	N.31°03'58"W
2	30.00'	82°19'38"	43.11'	26.22'	39.49'	N.25°44'57"W
3	180.00'	32°18'45"	101.31'	52.13'	100.17'	N.04°44'30"W

**LINE TABLE**

Line	Bearing	Distance
LI	N.48°45'57"E	75.26'

**NOTES:**

- 1.) BEARINGS SHOWN HEREON REFER TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COMMONS DRIVE AS SHOWN ON THE PLAT OF PELICAN LANDING UNIT TWENTY-TWO, RECORDED IN PLAT BOOK 38 PAGES 17 THROUGH 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING S.20°53'52"E.
- 2.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 3.) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4.) THIS PROPERTY IS LOCATED IN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION PER F.I.R.M. 120087 038S D, MAP REVISED JUNE 3, 1988.
- 5.) REAL PROPERTY DESCRIPTION SUPPLIED BY CLIENT.
- 6.) ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE AND JURISDICTIONAL WETLANDS, IF ANY, HAVE NOT BEEN SHOWN ON THIS SURVEY.
- 7.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

**NOT A SURVEY**

9812654

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

A PORTION OF  
 SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST,  
 LEE COUNTY, FLORIDA

**BBL SURVEYORS & MAPPERS INC.**  
 1502-A RAILHEAD BLVD.  
 NAPLES, FLORIDA 34110 (941) 597-1315

HYATT RESORT GOLF PARCELS

Lot 31B, FLORIDA GULF LAND COMPANY, according to the plat thereof, recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida

Lot B7 in FLORIDA GULF LAND COMPANY'S SUBDIVISION, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida; being in Section 5, Township 47 South, Range 25 East, Lee County Florida; TOGETHER with an easement for ingress, egress and roadway and utility purposes over and across the North 30 feet (30') of Lots B8, B9 and B10 in Florida Gulf Land Company's Subdivision, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida; being in Section 5, Township 47 South, Range 25 East, Lee County Florida

All of Tracts B1, B2, B3, B4, B5, B6, and B26, B27, B28, B29, B30 and B32, South and West of Florida Power & Light Company easement of Florida Gulf Land Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 59 of the Public Records of Lee County, Florida, and said land lying and being in Section 5, Township 47 South, Range 25 East, Lee County Florida