



This instrument prepared by:
 Department of Environmental Protection
 Submerged Lands and Environmental Resources Program
 South District
 P.O. Box 2549
 Fort Myers, FL 33902-2549

INSTR # 5852998
 Official Records BK 03958 PG 4218
 RECORDED 08/12/2003 10:21:21 AM
 CHARLIE GREEN, CLERK OF COURT
 LEE COUNTY
 RECORDING FEE 69.00
 DEED DOC 0.70
 DEPUTY CLERK C Keller

PROPRIETARY DEED OF CONSERVATION EASEMENT

(13) THIS DEED OF CONSERVATION EASEMENT is given this 16th day of Dec, 2002
 by Pelican Landing Community Association, Inc., at 24301 Walden Center Drive, Suite 206,
 Bonita Springs, FL 34134 ("Grantor"), to the State of Florida, Board of Trustees of the Internal
 Improvement Trust Fund ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of certain lands situated in Lee County, Florida,
 hereinafter referred to as the "Property" more specifically described in Exhibit A attached hereto and
 incorporated herein by this reference; and

WHEREAS, the Grantor desires to obtain authorization for construction and use of a private
 auxiliary beach dock in conjunction with the private beach park riparian to the Property and
 construction of said facility is contingent upon consent by the Grantee; and

WHEREAS, the Grantor, in consideration of the consent of the Grantee, is agreeable to and
 desirous of granting and securing the enforcement of a perpetual conservation easement as defined in
 Section 704.06, Florida Statutes (1987), over the property.

NOW THEREFORE, in consideration of the issuance of said consent to construct the said facility, the design of which is attached hereto as Exhibit B and incorporated by reference, Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property described in Exhibit A, which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever.

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

1. It is the purpose of the conservation easement to ensure that no structures for water dependent activities shall be constructed, placed or maintained on the Property or the adjacent submerged lands other than as depicted in Exhibit B. The term "water dependent activities" shall mean those activities which can only be constructed on, in, over, or adjacent to water areas because the activity requires direct access to the water body or sovereignty lands for transportation, recreation, energy production or transmission, or source of water, and where the use of the water or sovereignty lands is an integral part of the activity. To carry out this purpose the following rights are conveyed to Grantee by this easement:

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

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

2. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement.

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

4. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom.

5. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.

6. Grantor intends that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement against Grantor, its heirs, successors, personal representatives or assigns, including, without limitation, costs of suit, attorneys' fees and any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantor, its heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantor, its heirs, successors, personal representatives or assigns.

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

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

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

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

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

12. This conservation easement shall convey to the Grantee all riparian rights associated with the Property other than as may be necessary to maintain the facility shown in Exhibit B.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions and purposes imposed by this conservation easement shall be binding not only upon

Grantor but also on its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantor has hereunto set Grantor's hand and seal on this 16th
day of December 2002.

Signed, Sealed and Delivered
in our presence as witnesses:

Marie Martel
Original Signature

MARIE MARTEL
Typed/Printed Name of Witness

Nancy Sherren
Original Signature

Nancy Sherren
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16th day of December,
2002, by George S. Gilliland (name of person acknowledging), who is
personally known to me or who has produced _____ (type of identification) as
identification and did (did not) take an oath.

(SEAL)

Cynthia Reuter-Zingraff
Signature

CYNTHIA REUTER-ZINGRAFF
Print Name

Title Cynthia Reuter-Zingraff
Commission # CC 846204
Expires June 13, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Serial Number

EXHIBIT A

Legal Description of Property (Conservation Easement)

EXHIBIT B

Copy of Sovereign Submerged Lands Lease Survey



EXHIBIT "A"

November 8, 2002

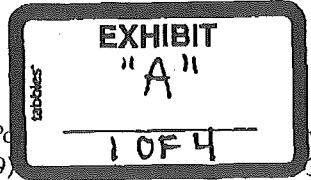
DESCRIPTION

**CONSERVATION EASEMENT
PART OF BIG HICKORY ISLAND
SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA**

A ten foot strip to run with the land parallel to and landward of the Mean High Water Line of New Pass lying in Government Lot 3, Section 13, Township 47 South, Range 24 East, Big Hickory Island, City of Bonita Springs, Lee County, Florida, which strip is described as follows:

From the center of a turn-around on state Road No. 865 (Bonita Beach Road) being SRD Station 19184.75; run North 24° 28' 41" West along the northerly prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run South 62° 26' 49" West for 98.40 feet; thence run North 27° 33' 11" West for 1863.42 feet; thence run North 20° 00' 41" West for 1403.30 feet; thence run North 65° 00' 00" East for 472.30 feet to an intersection with the former Coastal Construction Control Line; thence run North 17° 04' 59" West along said control line for 895.40 feet; thence run North 30° 30' 28" West continuing along said former Coastal Construction Control Line for 1250.31 feet to an intersection with the south line of lands as described by deed recorded in Official Record Book 198 at Page 188 of the Public Records of Lee County, Florida; thence run northeasterly along said south line and along an arc of a curve to the right of radius 12,000.00 feet (chord bearing North 80° 09' 56" East) (chord 661.86 feet) (delta 03° 09' 38") for 661.94 feet to an intersection said Mean High Water Line of New Pass and the Point of Beginning.


From said Point of Beginning run southerly along said Mean High Water Line of New Pass for 1,519 feet, more or less, to an intersection with the northerly line of a conservation easement as described by deed recorded in Official Record Book 2330 at Pages 1147 through 1155 of said Public Records; thence run South 87° 06' 23" West along said deed line for 10 feet, more or less, to an intersection with a line 10.00 feet westerly of (as measured on a perpendicular) and parallel with said Mean High Water Line of New Pass; thence run northerly along said parallel line for 1,516 feet, more or less, to an intersection with the aforementioned south line of lands as described by deed recorded in Official Record Book 198 at Page 188; thence run northeasterly along said south line, along an arc of a curve to right of radius 12,000.00 feet (chord bearing



North 81° 42' 54" East) (chord 12.94 feet) (delta 00° 03' 42") for 12.94 feet to the Point of Beginning.

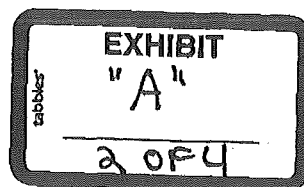
Parcel contains 14,212 square feet, more or less.

Bearings hereinabove mentioned are based on the Coastal Construction Control Line as recorded in Plat Book 48 at Page 15 of said Lee County Records.



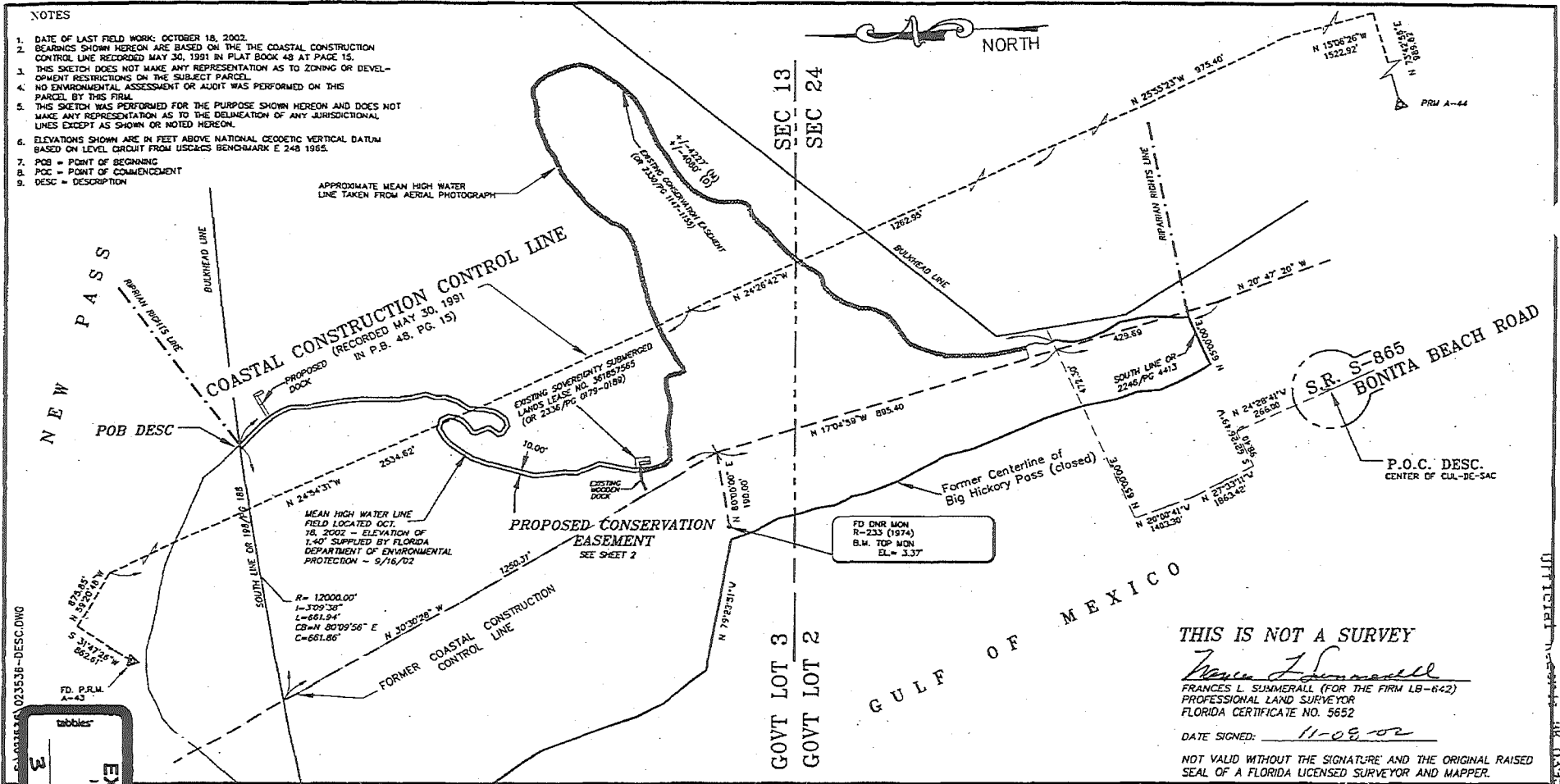
Frances L. Summerall (For the Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 5652

20023536-Conservation Easement 110802



NOTES

- DATE OF LAST FIELD WORK: OCTOBER 18, 2002.
- BEARINGS SHOWN HEREON ARE BASED ON THE COASTAL CONSTRUCTION CONTROL LINE RECORDED MAY 30, 1991 IN PLAT BOOK 48 AT PAGE 15.
- THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
- NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THIS PARCEL BY THIS FIRM.
- THIS SKETCH WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
- ELEVATIONS SHOWN ARE IN FEET ABOVE NATIONAL GEODEIC VERTICAL DATUM BASED ON LEVEL CIRCUIT FROM USCGS BENCHMARK E 248 1965.
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- DESC = DESCRIPTION



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3 OF 4
 EXHIBIT "A"

PART OF BIG HICKORY ISLAND
 PARCEL IN SECTION 13
 TOWNSHIP 47 SOUTH, RANGE 24 EAST
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

JOHNSON
 ENGINEERING

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (941) 334-0046
 FAX (941) 334-3661
 E.B. #642 & L.B. #642

THIS IS NOT A SURVEY

Frances L. Summerall
 FRANCES L. SUMMERALL (FOR THE FIRM LB-R42)
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 5652

DATE SIGNED: 11-08-02

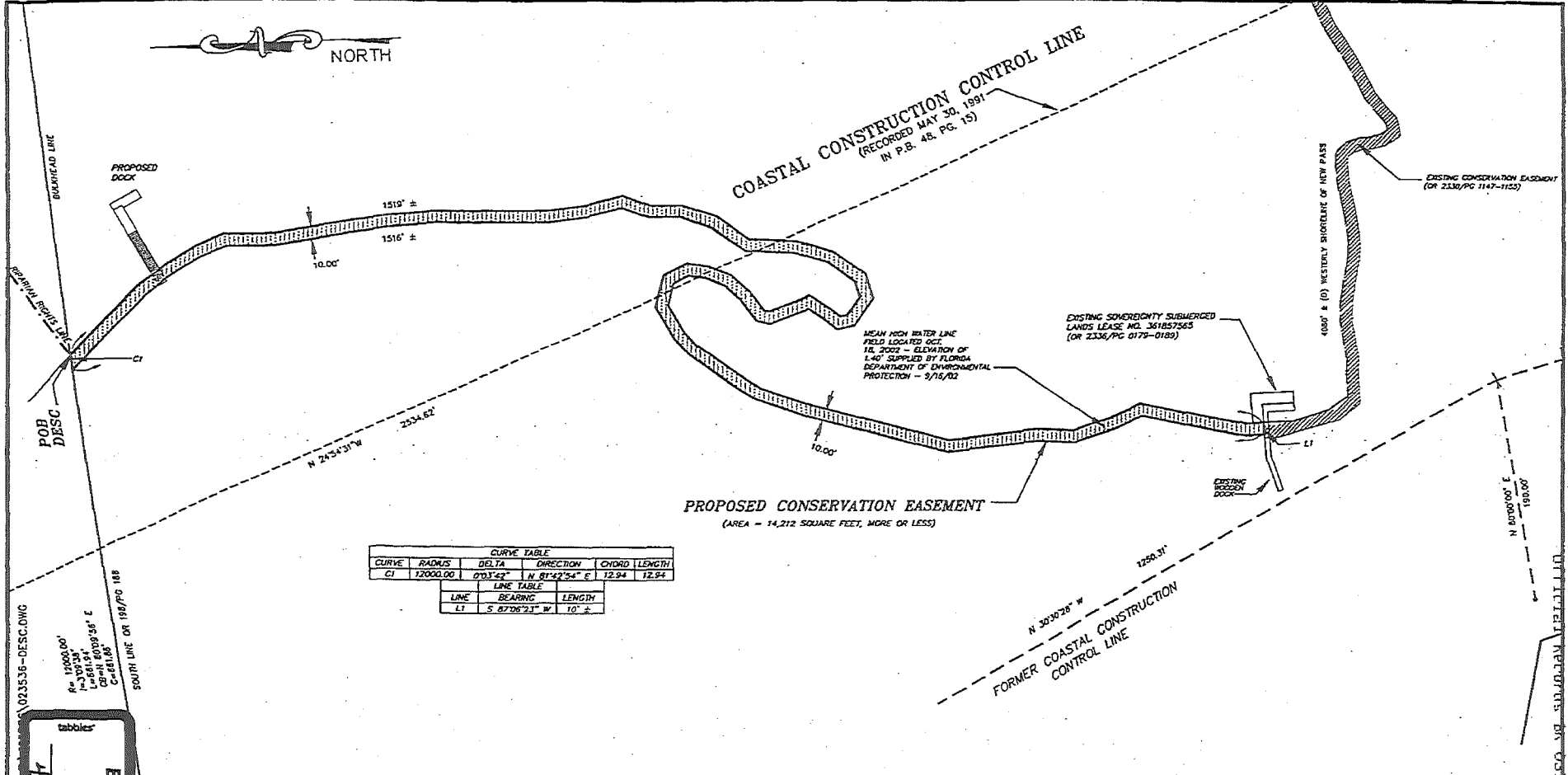
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH TO ACCOMPANY DESCRIPTION
 CONSERVATION EASEMENT
 EXHIBIT "A"

DATE OCT 2002	PROJECT NO. 023536	FILE NO. 13-47-24	SCALE 1" = 300'	SHEET SHEET 1 OF 2
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OFFICIAL RECORDS OF LEE COUNTY, FLORIDA

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CURVE TABLE					
CURVE	RADIUS	DELTA	DIRECTION	CHORD LENGTH	
CI	12000.00	0°03'42"	N 81°42'54" E	12.94	12.94

LINE TABLE	
LINE	LENGTH
EI	5.879673' W 10' ±

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4 OFF
EXHIBIT
A

PART OF BIG HICKORY ISLAND
PARCEL IN SECTION 13
TOWNSHIP 47 SOUTH, RANGE 24 EAST
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

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PHONE (941) 334-0045
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
CONSERVATION EASEMENT
EXHIBIT "A"

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
OCT 2002	023536	13-47-24	1" = 100'	SHEET 2 OF 4

EXHIBIT "B"
October 22, 2002

DESCRIPTION

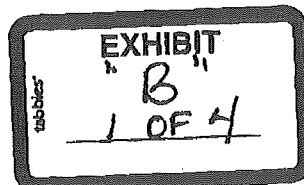
**SUBMERGED LAND LEASE
PART OF BIG HICKORY ISLAND
SECTION 13, TOWNSHIP 47 SOUTH, RANGE 24 EAST
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA**

A tract or parcel of submerged land lying offshore of those lands as described by deed recorded in Official Record Book 3113 at Page 1877 of the Public Records of Lee County, Florida and lying in Government Lot 3, Section 13, Township 47 South, Range 24 East, Big Hickory Island, New Pass, City of Bonita Springs, Lee County, Florida described as follows:

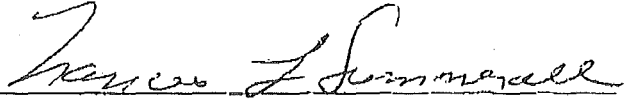
From the center of a turn-around on state Road No. 865 (Bonita Beach Road) being SRD Station 19184.75; run North 24° 28' 41" West along the northerly prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run South 62° 26' 49" West for 98.40 feet; thence run North 27° 33' 11" West for 1863.42 feet; thence run North 20° 00' 41" West for 1403.30 feet; thence run North 65° 00' 00" East for 472.30 feet to an intersection with the former Coastal Construction Control Line; thence run North 17° 04' 59" West along said control line for 895.40 feet; thence run North 30° 30' 28" West continuing along said former Coastal Construction Control Line for 1250.31 feet to an intersection with the south line of lands as described by deed recorded in Official Record Book 198 at Page 188 of the Public Records of Lee County, Florida; thence run northeasterly along said south line and along an arc of a curve to the right of radius 12,000.00 feet (chord bearing North 80° 09' 56" East) (chord 661.86 feet) (delta 03° 09' 38") for 661.94 feet to an intersection the Mean High Water Line of New Pass; thence run South 45° 07' 04" East for 93.42 feet to an intersection with a line 1.00 foot northerly of (as measured on a perpendicular) and parallel with the northerly line of a proposed 8.00 foot wide dock and the Point of Beginning.

From said Point of Beginning run North 60° 00' 00" East for 114.17 feet; thence run South 30° 49' 56" East for 27.00 feet; thence run S 60° 00' 00" West for 54.01 feet; thence run North 30° 49' 56" West for 17.00 feet; thence run S 60° 00' 00" West for 59.00 feet to an intersection with said Mean High Water Line of New Pass; thence run North 37° 28' 52" West for 10.09 feet to the Point of Beginning.

Parcel contains 2,054 square feet, more or less.

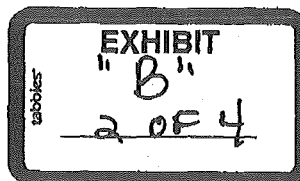


Bearings hereinabove mentioned are based on the Coastal Construction Control Line as recorded in Plat Book 48 at Page 15 of said Lee County Records.



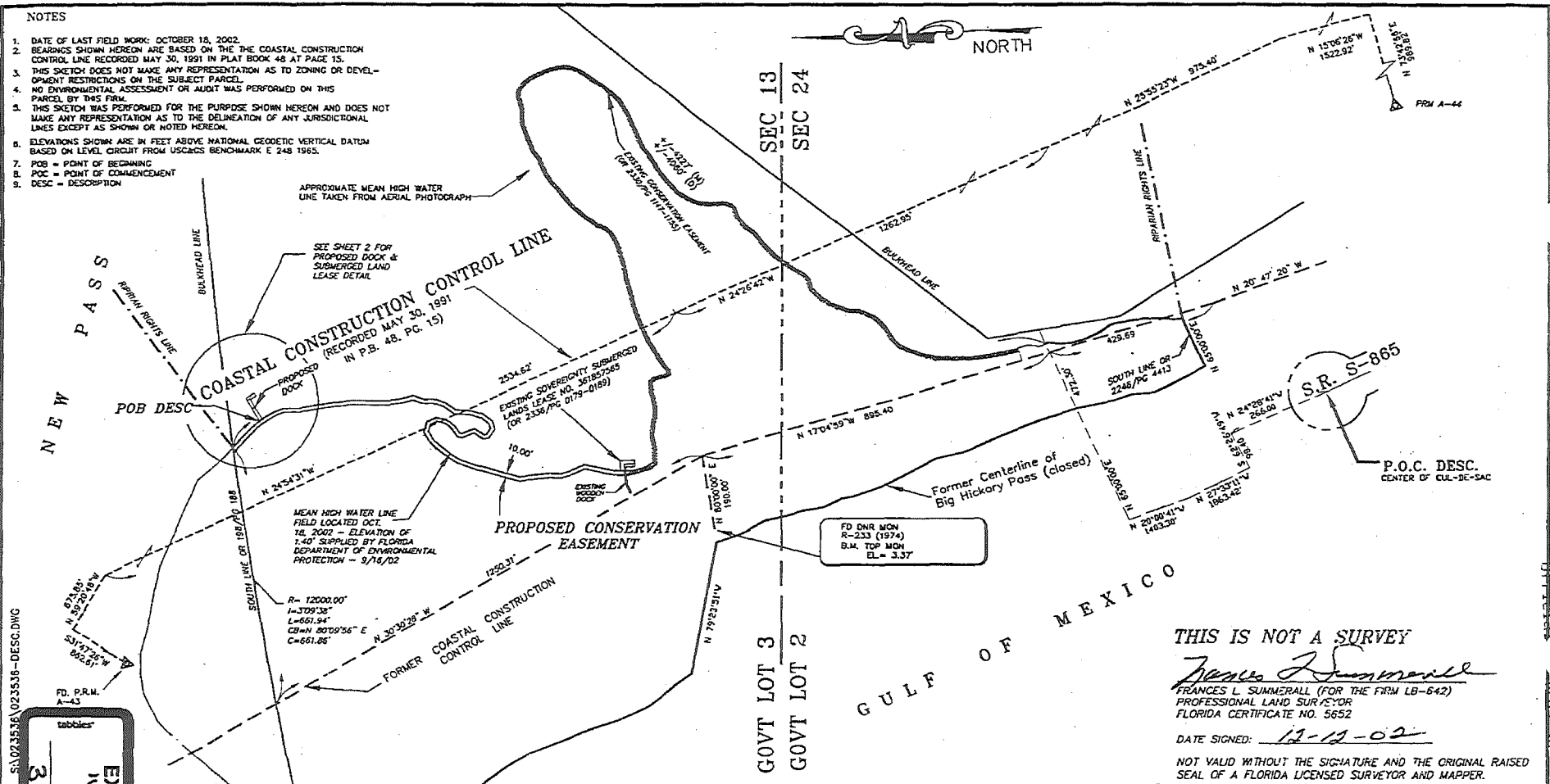
Frances L. Summerall (For the Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 5652

20023536-Submerged Land Lease 103002



NOTES

1. DATE OF LAST FIELD WORK: OCTOBER 18, 2002.
2. BEARINGS SHOWN HEREON ARE BASED ON THE COASTAL CONSTRUCTION CONTROL LINE RECORDED MAY 30, 1991 IN PLAT BOOK 48 AT PAGE 15.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THIS PARCEL BY THIS FIRM.
5. THIS SKETCH WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
6. ELEVATIONS SHOWN ARE IN FEET ABOVE NATIONAL GEODETIC VERTICAL DATUM BASED ON LEVEL CIRCUIT FROM USCAGS BENCHMARK E 248 1965.
7. POB = POINT OF BEGINNING
8. P.O.C. = POINT OF COMMENCEMENT
9. DESC = DESCRIPTION



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EXHIBIT
 B
 3 OF 4

PART OF BIG HICKORY ISLAND
 PARCEL IN SECTION 13
 TOWNSHIP 47 SOUTH, RANGE 24 EAST
 OF BONITA SPRINGS, LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

2158 JOHNSON STREET
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 PHONE (941) 334-0046
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 E.B. #642 & L.B. #642

THIS IS NOT A SURVEY

Frances L. Summerall
 FRANCES L. SUMMERALL (FOR THE FIRM LB-642)
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 5652

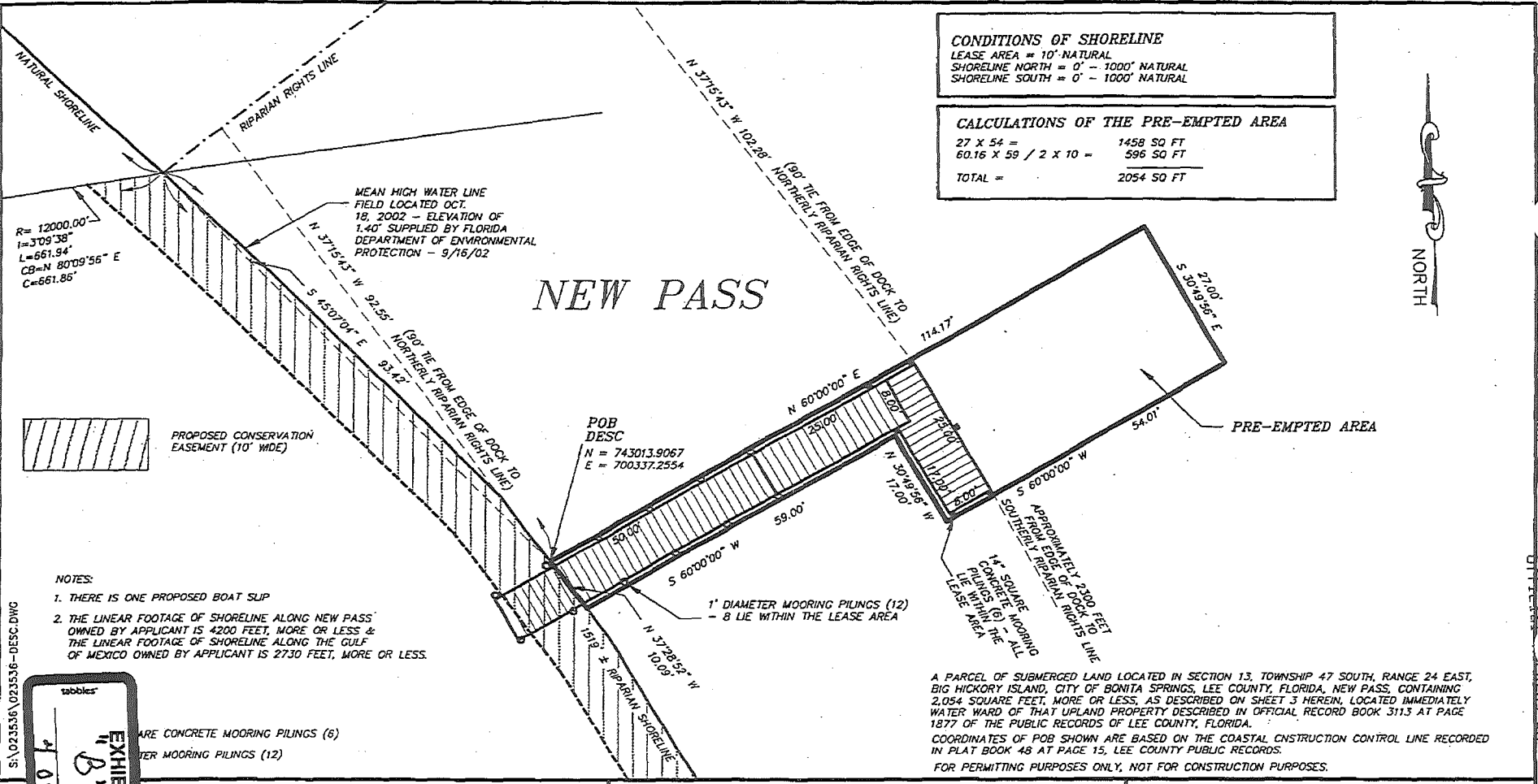
DATE SIGNED: 12-12-02

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH TO ACCOMPANY DESCRIPTION SUBMERGED LAND LEASE				
REV DECEMBER 12, 2002 EXHIBIT "B"				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
OCT 2002	023536	13-47-24	1" = 300'	SHEET 1 OF 2

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EXHIBIT "B"
 4 OF 4

ARE CONCRETE MOORING PILINGS (6)
 ARE MOORING PILINGS (12)

**PART OF BIG HICKORY ISLAND
 PARCEL IN SECTION 13
 TOWNSHIP 47 SOUTH, RANGE 24 EAST
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA**

JOHNSON ENGINEERING

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 PHONE (941) 334-0046
 FAX (941) 334-3681
 E.B. #642 & L.B. #642

**SKETCH TO ACCOMPANY DESCRIPTION
 SUBMERGED LAND LEASE
 REV DECEMBER 12, 2002 EXHIBIT "B"**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
OCT 2002	023536	13-47-24	1" = 20'	SHEET 2 OF 2

OFFICIAL RECORDS BOOK 03568 PG 4236