

## ATTACHMENT 2

This Instrument Prepared By:  
Karen Lee Reecy  
Action No. 39750  
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

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SOVEREIGNTY SUBMERGED LANDS LEASE  
MODIFICATION TO REFLECT CHANGE IN OWNERSHIP

BOT FILE NO. 360353115

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 The Village of Estero, Florida, a Florida Municipal Corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 28 Township 46 South, Range 25 East, in Estero River, Lee County, Florida, containing 1,062 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 13, 2017.

TO HAVE THE USE OF the hereinabove described premises from January 14, 2019, the effective date of this modified lease, through April 13, 2023, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a commercial docking facility to be used exclusively for mooring of recreational vessels in conjunction with an upland canoe/kayak rental and sales business, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$531.00, 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 this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) 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 the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

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

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease 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 (i) 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 wet slips, from rental of wet slips 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 wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, 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. PROPERTY RIGHTS: 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. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease 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 this lease, current 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. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

The Village of Estero, Florida  
9401 Corkscrew Palms Circle  
Estero, Florida 33928

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.

13. TAXES AND ASSESSMENTS: 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.



14. NUISANCES OR ILLEGAL OPERATIONS: 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.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: 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.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: 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 the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 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.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

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



23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, 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 docking facility.

24. 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 premises. No restaurant or dining activities are to occur within the leased premises. 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 lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: 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.

27. LIVEBOARDS: 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.

28. GAMBLING VESSELS: 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.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

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

WITNESSES:

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

(SEAL)

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_  
Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State  
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

  
\_\_\_\_\_  
DEP Attorney

7/10/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

The Village of Estero, Florida,  
a Florida Municipal Corporation \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Bill Ribble  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Mayor  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“LESSEE”

STATE OF \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by Bill Ribble as Mayor, for and on behalf of The Village of Estero, Florida, a Florida Municipal Corporation. He is personally  
known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

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

Notary Public, State of \_\_\_\_\_

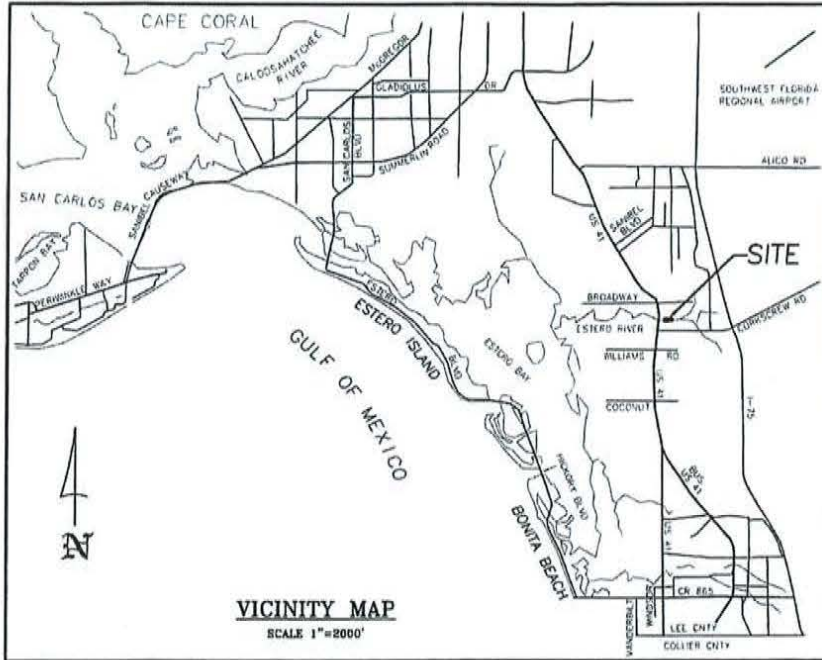
\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name



# SUBMERGED LAND LEASE SURVEY

OF A PARCEL OF SUBMERGED LAND  
LYING IN  
SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA



**NOTES:**  
PREPARED FOR THE SPECIFIC PURPOSE OF A SUBMERGED LAND LEASE APPLICATION.

SURVEY BASED ON THE DESCRIPTION OF RECORD IN INSTRUMENT #2015000174489, #2007000098020 AND FDOT RIGHT OF WAY MAPS OF US 41 FROM CORKSKREW ROAD TO SAN CARLOS BOULEVARD REVISED TO 02-02-06.

THIS SURVEY IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO RULES 5J-17.050 THROUGH 5J-17.052 FLORIDA ADMINISTRATIVE CODE.

STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT, FLORIDA MERCATOR WEST ZONE AS SHOWN.

DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

FEMA INFORMATION NOT SHOWN.

ELEVATIONS BASED ON NAVD OF 1988 AND NGS BENCHMARK 175 81 A17 (AD5983) (ELEVATION +17.89')

PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS- OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.

PREPARED AS A SPECIFIC PURPOSE SUBMERGED LAND LEASE SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

THE MEAN HIGH WATER LINE ELEVATION IS 0.36' (NAVD 1988), BASED ON THE "MEAN HIGH WATER SURVEY PROCEDURAL APPROVAL" FORM DATED APRIL 12, 2017 RECEIVED FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

THE PROPERTY IS SUBJECT TO ANY CLAIM THAT ANY PART OF SAID LAND IS OWNED BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY, RIPARIAN RIGHTS AND THE TITLE TO FILLED-IN LANDS, IF ANY.

BANKS OF THE ESTERO RIVER ARE LINED WITH OAK TREES AND BRAZILIAN PEPPERS.

SHORELINE LENGTH ALONG LANDS DESCRIBED IN INSTRUMENT #2007000098020=500'±  
STRAP #28-46-25-E3-U1926.2421  
ADDRESS: 20871 S. TAMiami TRAIL, ESTERO, FL 33928  
DATE OF LAST FIELD WORK: 06-16-17 (SURVEY DATE).

RECEIVED

NOV 17 2017

D.E.P. South District

CERTIFIED TO THE BOARD OF TRUSTEES  
OF THE INTERNAL IMPROVEMENT TRUST  
FUND OF THE STATE OF FLORIDA:

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

BEAN, WHITAKER, LUTZ & KAREH, INC.

*Scott C. Whitaker*  
SCOTT C. WHITAKER, P.S.M., NO. 43424  
PROFESSIONAL SURVEYOR AND MAPPER, STATE OF FLORIDA

- THIS CERTIFICATION IS ONLY VALID FOR THE LANDS DESCRIBED HEREIN.
- IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

**THIS IS A FIELD SURVEY  
SUBMERGED LAND LEASE AREA  
VILLAGE PARTNERS, LLC**

Bean, Whitaker, Lutz & Kareh, Inc. (LA 4910)

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33910-5910 (239) 481-1331

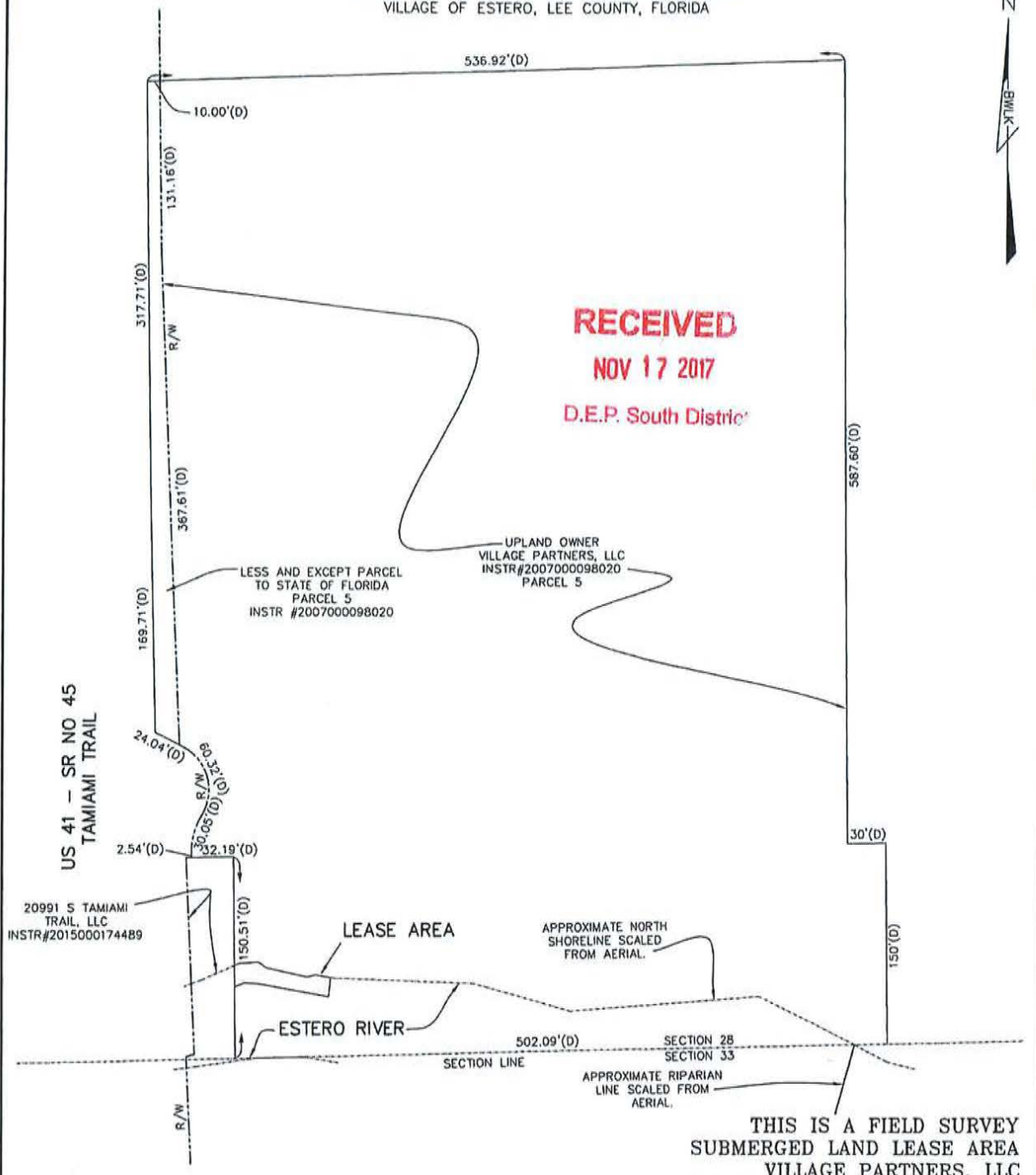
SK44270\_VILL\_PART.DWG

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
11-02-17	44270	RLC	1" = NTS	1 OF 6	28-46-25



# SUBMERGED LAND LEASE SURVEY

OF A PARCEL OF SUBMERGED LAND  
LYING IN  
SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA



US 41 - SR NO 45  
TAMIAMI TRAIL

20991 S TAMIAMI TRAIL, LLC  
INSTR #2015000174489



UPLAND OWNERSHIP SKETCH

**Bean, Whitaker, Lutz & Kareh, Inc.** (Lb 4010)  
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5010 (239) 481-1331

SK44270\_VILL\_PART.DWG

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
11-02-17	44270	RLC	1" = 100'	2 OF 5	28-46-25

**SPECIAL NOTE:**  
 THE INFORMATION REGARDING BOUNDARIES OF RIPARIAN RIGHTS REPRESENTS THE GENERALLY ACCEPTED METHODOLOGY FOR DETERMINING SUCH RIPARIAN LINES. HOWEVER, A BINDING DETERMINATION OF RIPARIAN BOUNDARIES CAN ONLY BE MADE BY AGREEMENTS OF THE AFFECTED PARTIES OR BY A FINAL ADJUDICATION OF A COURT OF COMPETENT JURISDICTION. ACCEPTANCE OF THIS LEASE DOES NOT CONSTITUTE A BINDING DETERMINATION OF RIPARIAN BOUNDARIES.

# SUBMERGED LAND LEASE SURVEY

OF A PARCEL OF SUBMERGED LAND  
 LYING IN  
 SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
 VILLAGE OF ESTERO, LEE COUNTY, FLORIDA



**AREA TABLE:**  
 LEASE AREA = 1,018 SF

**BENCH MARK:**  
 NAIL & DISK LB4919 IN SE CORNER OF  
 CONC DRIVEWAY FOR ESTERO RIVER  
 OUTFITTERS ELEV=10.32' (NAVD 1988)

**LEGEND:**  
 (D) = PER DEED  
 (F) = PER FIELD MEASUREMENTS  
 (MP) = PER FOOT MAPS  
 A/C = AIR CONDITIONER  
 CBS = CONCRETE BLOCK STRUCTURE  
 CONC = CONCRETE  
 MHWL = MEAN HIGH WATER LINE  
 R/W = RIGHT-OF-WAY  
 OR = OFFICIAL RECORD  
 PG = PAGE  
 PB = PLAT BOOK  
 NO = NUMBER  
 POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING  
 BLDG = BUILDING  
 CCR = CERTIFIED CORNER RECORD  
 IRC = IRON ROD WITH CAP  
 INSTR = INSTRUMENT

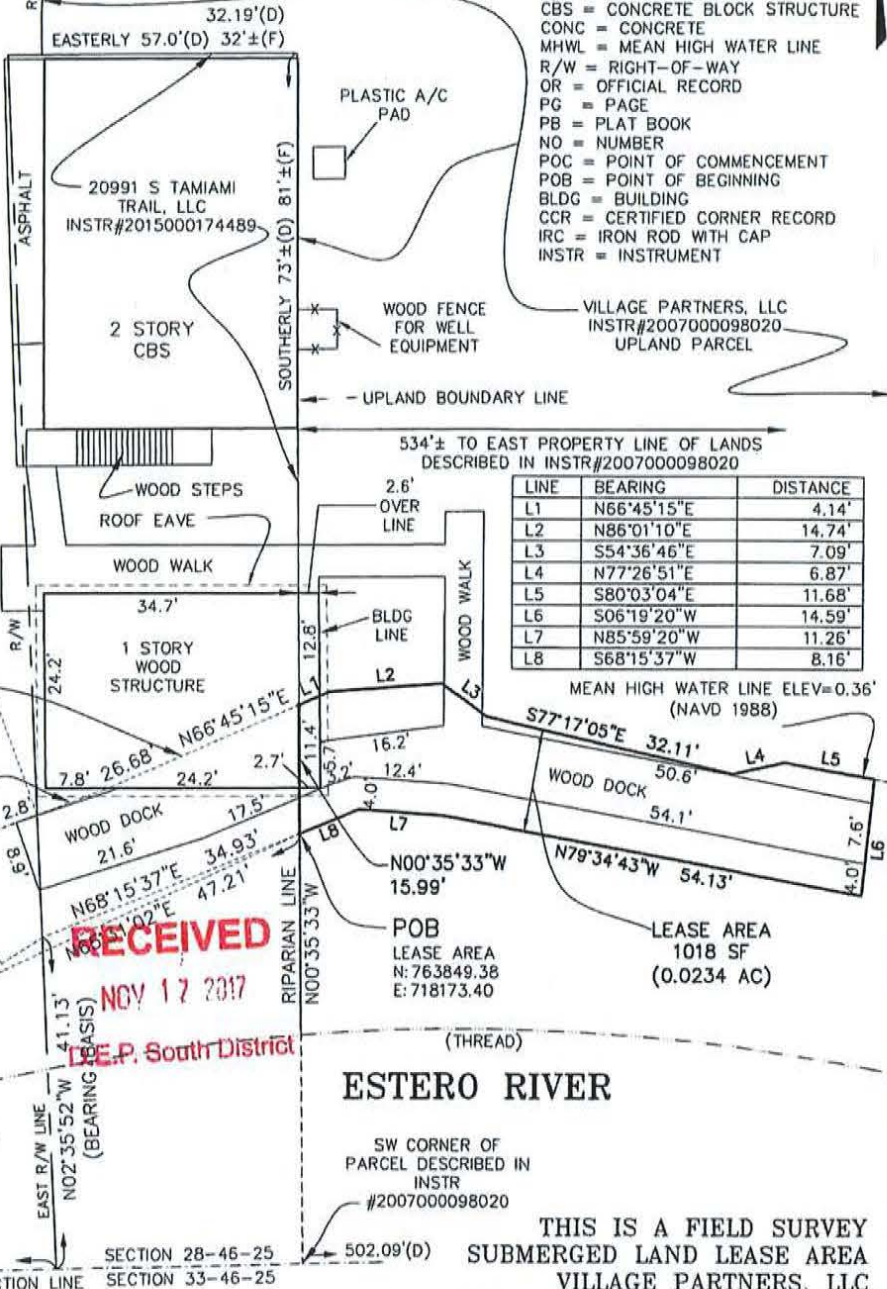
ASPHALT ROADWAY

US 41 - SR NO 45  
 TAMIAMI TRAIL

**BENCH MARK:**  
 NAIL & DISK  
 LB4919  
 WITNESS TO  
 CORNER  
 ELEV=10.70'  
 (NAVD 1988)  
 N: 763885.52  
 E: 718127.75

CONCRETE BRIDGE

FOUND NAIL  
 & DISK  
 LB4919  
 WITNESS TO  
 CORNER  
 N: 763829.82  
 E: 718130.43



LINE	BEARING	DISTANCE
L1	N66°45'15"E	4.14'
L2	N86°01'10"E	14.74'
L3	S54°36'46"E	7.09'
L4	N77°26'51"E	6.87'
L5	S80°03'04"E	11.68'
L6	S06°19'20"W	14.59'
L7	N85°59'20"W	11.26'
L8	S68°15'37"W	8.16'

**RECEIVED**  
 NOV 17 2017  
 L.E.P. South District

## ESTERO RIVER

THIS IS A FIELD SURVEY  
 SUBMERGED LAND LEASE AREA  
 VILLAGE PARTNERS, LLC

POC  
 SOUTH QUARTER  
 CORNER 28-46-25  
 FND 5/8" IRC LS2995  
 CCR 92118



Bean, Whitaker, Lutz & Kareh, Inc. (LB 4910)  
 CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
 13241 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-9910 (239) 481-1331

SK44270_VILL_PART.DWG	PROJECT NO. 44270	DRAWN BY RLC	SCALE 1" = 20'	SHEET 3 OF 8	FILE NO. (S-1-0) 28-46-25
DATE 11-02-17					



**SPECIAL NOTE:**  
 THE INFORMATION REGARDING BOUNDARIES OF RIPARIAN RIGHTS REPRESENTS THE GENERALLY ACCEPTED METHODOLOGY FOR DETERMINING SUCH RIPARIAN LINES. HOWEVER, A BINDING DETERMINATION OF RIPARIAN BOUNDARIES CAN ONLY BE MADE BY AGREEMENTS OF THE AFFECTED PARTIES OR BY A FINAL ADJUDICATION OF A COURT OF COMPETENT JURISDICTION. ACCEPTANCE OF THIS LEASE DOES NOT CONSTITUTE A BINDING DETERMINATION OF RIPARIAN BOUNDARIES.

# SUBMERGED LAND LEASE SURVEY

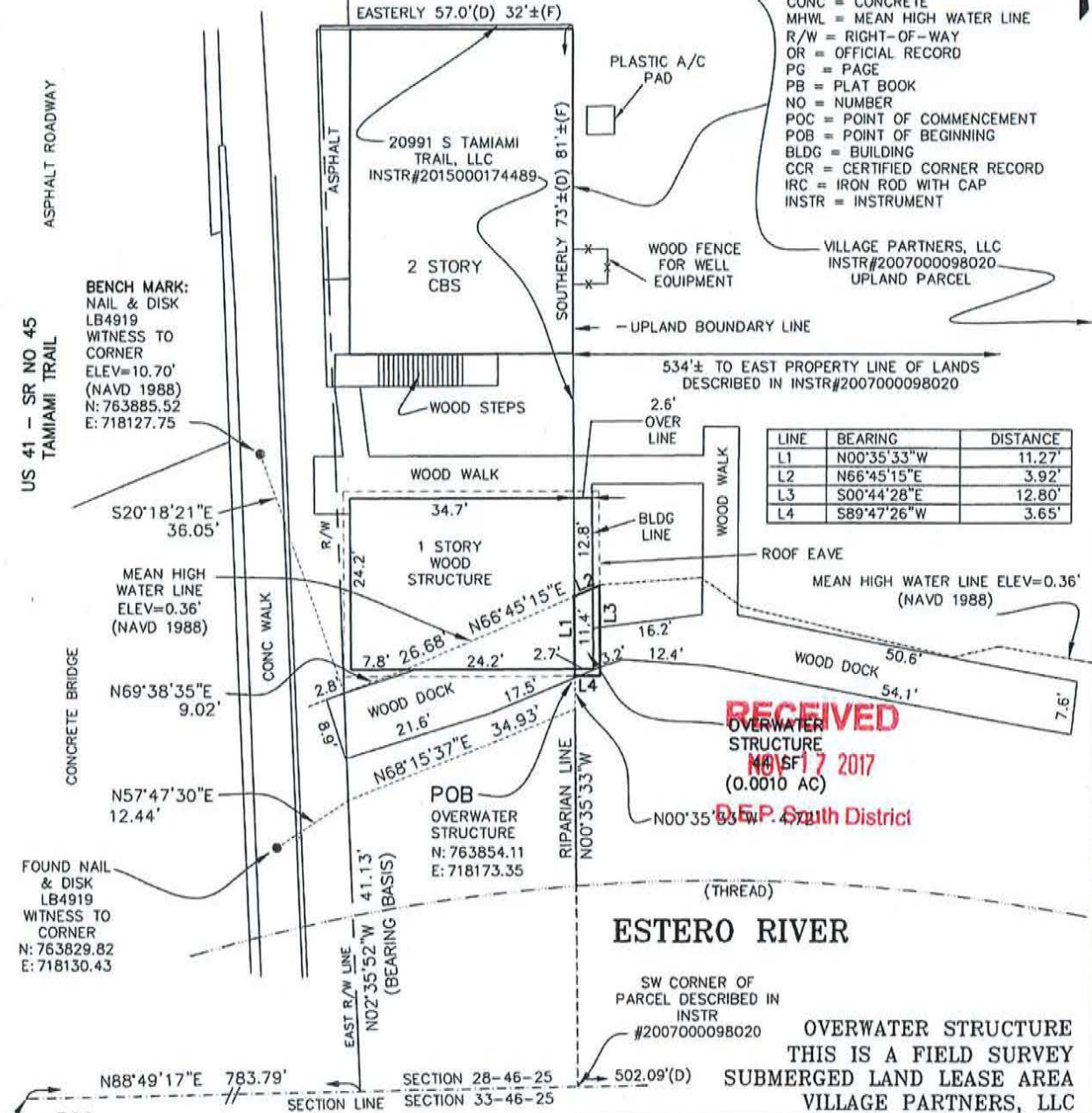
OF A PARCEL OF SUBMERGED LAND LYING IN SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA



**AREA TABLE:**  
 AREA OVERWATER STRUCTURE = 44 SF

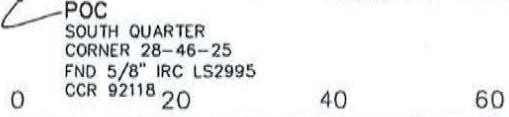
**BENCH MARK:**  
 NAIL & DISK LB4919 IN SE CORNER OF CONC DRIVEWAY FOR ESTERO RIVER OUTFITTERS ELEV=10.32' (NAVD 1988)

**LEGEND:**  
 (D) = PER DEED  
 (F) = PER FIELD MEASUREMENTS  
 (MP) = PER FOOT MAPS  
 A/C = AIR CONDITIONER  
 CBS = CONCRETE BLOCK STRUCTURE  
 CONC = CONCRETE  
 MHWL = MEAN HIGH WATER LINE  
 R/W = RIGHT-OF-WAY  
 OR = OFFICIAL RECORD  
 PG = PAGE  
 PB = PLAT BOOK  
 NO = NUMBER  
 POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING  
 BLDG = BUILDING  
 CCR = CERTIFIED CORNER RECORD  
 IRC = IRON ROD WITH CAP  
 INSTR = INSTRUMENT



LINE	BEARING	DISTANCE
L1	N00°35'33"W	11.27'
L2	N66°45'15"E	3.92'
L3	S00°44'28"E	12.80'
L4	S89°47'26"W	3.65'

**RECEIVED**  
 OVERWATER STRUCTURE  
 NOV 17 2017  
 (0.0010 AC)  
 DEP. South District



Bean, Whitaker, Lutz & Kareh, Inc. (13 4919)  
 CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
 13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33910-5010 (239) 481-1331  
 SK44270\_VILL\_PART.DWG  
 DATE: 11-02-17 PROJECT NO: 44270 DRAWN BY: RLC SCALE: 1" = 20' SHEET: 4 OF 6 FILE NO. (S-T-R): 28-46-25



# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard • Suite 1  
Fort Myers, Florida 33919-5910  
email - fmoffice@bwk.net  
(Ph) 239-481-1331 (Fax) 239-481-1073

**RECEIVED**

**NOV 17 2017**

**D.E.P. South District**

Description of a Parcel of Land  
Lying in  
Section 28, Township 46 South, Range 25 East  
Village of Estero, Lee County, Florida  
(Submerged Land Lease – Village Partners, LLC)

A tract or parcel of submerged land situated in the State of Florida, County of Lee, Village of Estero lying across the waters of the Estero River in Section 28, Township 46 South, Range 25 East, and further bounded and described as follows:

Commencing at a 5/8" iron rod with cap stamped LS2995 marking the south quarter corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida; thence N88°49'17"E along the south line of said section for 783.79 feet to an intersection with the east right-of-way line of State Road 45 (Tamiami Trail); thence N02°35'52"W along said east right-of-way line and across the waters of the Estero River for 41.13 feet; thence N68°15'37"E departing said right-of-way line and across said waters for 34.93 feet to an intersection with the common line dividing the lands described in Instrument Number 2015000174489 (to the west) and lands described in Instrument Number 2007000098020 (to the east) and the Point of Beginning, said point bearing N65°31'02"E at a distance of 47.21 feet from a nail and disk stamped LB4919; thence continue N00°35'33"W across said waters and along said common line for 15.99 feet to an intersection with the northerly mean high water line of the Estero River; thence departing said common dividing line and along said mean high water line the following courses: N66°45'15"E for 4.14 feet; thence N86°01'10"E for 14.74 feet; thence S54°36'46"E for 7.09 feet; thence S77°17'05"E for 32.11 feet; thence N77°26'51"E for 6.87 feet; thence S80°03'04"E for 11.68 feet; thence departing said mean high water line and across said waters the following courses: S06°19'20"W for 14.59 feet; thence N79°34'43"W for 54.13 feet; thence N85°59'20"W for 11.26 feet; thence S68°15'37"W for 8.16 feet to the Point of Beginning.

Containing 1,018 square feet (0.0234 acres), more or less.

Bearings are State Plane Coordinate for the West Zone of Florida (NAD 83/99 Adjustment) and are based in the easterly right of way line of Tamiami Trail as bearing N02°35'52"E.

Bean, Whitaker, Lutz & Kareh, Inc. (LB4919)

  
Scott C. Whitaker, P.S.M. 4324

44270\_DESC\_village partners\_11-02-17

Sheet 5 of 6



CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

PRINCIPALS

SCOTT C. WHITAKER, PSM, PRESIDENT

JOSEPH L. LUTZ, PSM

AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

ASSOCIATES

JAMES A. HESSLER, PSM

ROBERT L. CARMELIA, PSM

STEPHEN F. SHAWLES II, PSM

ANDREW D. JOHNSON, PSM





# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard • Suite 1  
Fort Myers, Florida 33919-5910  
email - fmooffice@bwk.net  
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a Parcel of Land  
Lying in  
Section 28, Township 46 South, Range 25 East  
Village of Estero, Lee County, Florida  
(Overwater Structure – Village Partners, LLC)

An overwater structure situated in the State of Florida, County of Lee, Village of Estero lying across the waters of the Estero River in Section 28, Township 46 South, Range 25 East, and further bounded and described as follows:

Commencing at a 5/8" iron rod with cap stamped LS2995 marking the south quarter corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida; thence N88°49'17"E along the south line of said section for 783.79 feet to an intersection with the east right-of-way line of State Road 45 (Tamiami Trail); thence N02°35'52"W along said east right-of-way line and across the waters of the Estero River for 41.13 feet, said point bearing N57°47'30"E at a distance of 12.44 feet from a nail and disk stamped LB4919; thence N68°15'37"E departing said right-of-way line and across said waters for 34.93 feet to an intersection with the common line dividing the lands described in Instrument Number 2015000174489 (to the west) and lands described in Instrument Number 2007000098020 (to the east); thence N00°35'33"W across said waters and along said common line for 4.72 feet to an intersection with the building eave of an existing 1 story wood structure and the Point of Beginning, thence departing said eave continue N00°35'33"W across said waters and along said common line for 11.27 feet to an intersection with the northerly mean high water line of the Estero River; thence departing said common dividing line and along said mean high water line N66°45'15"E for 3.92 feet to an intersection with said eave; thence along said eave, departing said mean high water line and across said waters the following courses: S00°44'28"E for 12.80 feet; thence S89°47'26"W for 3.65 feet to the Point of Beginning.

Containing 44 square feet (0.0010 acres), more or less.

Bearings are State Plane Coordinate for the West Zone of Florida (NAD 83/99 Adjustment) and are based in the easterly right of way line of Tamiami Trail as bearing N02°35'52"E.

Bean, Whitaker, Lutz & Kareh, Inc., (LB4919)

  
Scott C. Whitaker, P.S.M., 4324

44270\_DESC\_village partners overwater\_11-02-17

Sheet 6 of 6



CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

PRINCIPALS  
SCOTT C. WHITAKER, PSM, PRESIDENT  
JOSEPH L. LUTZ, PSM  
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

ASSOCIATES  
JAMES A. HESSLER, PSM  
ROBERT L. CARMELIA, PSM  
STEPHEN F. SHAWLES II, PSM  
ANDREW D. JOHNSON, PSM

Prepared by and return to:

**John Paulich, III**  
Attorney at Law  
**GrayRobinson, P.A.**  
3838 Tamiami Trail North Suite 410  
Naples, FL 34103  
239-598-3601  
File Number: 635088-7

Property Appraiser's Parcel Identification Nos.  
33-46-25-E2-U1926.2390, 33-46-25-E2-U1937.2384,  
33-46-25-E2-U1936.2375, 33-46-25-E2-U1936.2400,  
33-46-25-E2-U1948.2389, 28-46-25-E3-U1926.2421,  
33-46-25-E2-U1935.2408, 33-46-25-E2-U1937.2407,  
28-46-25-E3-U1944.2419, 28-46-25-E3-U1939.2411,  
28-46-25-E3-U1937.2428, 28-46-25-E3-U1944.2435,  
28-46-25-E3-U1944.2447, 28-46-25-E3-U1944.2456,  
and 28-46-25-E3-05033.0010

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER  
201.02(6), FLORIDA STATUTES**

[Space Above This Line For Recording Data]

## Special Warranty Deed

**This Special Warranty Deed** made this 14th day of January, 2019 between **The Trust For Public Land, a nonprofit California corporation** whose post office address is **101 Montgomery , 9th Floor, San Francisco, CA 94104**, grantor, and **The Village of Estero, Florida, a Florida Municipal Corporation** whose post office address is **9401 Corkscrew Palms Circle, Estero, FL 33928**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lee County, Florida**, to-wit:

**See Exhibit A attached hereto and by this reference made a part hereof.**

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

**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 claiming by, through or under grantors.

DoubleTime®



In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Witness Name: Catherine Brown

The Trust For Public Land, a non-profit California corporation

By: [Signature]  
Peter Fodor, Legal Director

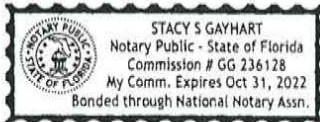
(Corporate Seal)

[Signature]  
Witness Name: Stacy S. Gayhart

State of Florida  
County of Leon

The foregoing instrument was acknowledged before me this 14 day of January, 2019 by Peter Fodor, Legal Director of The Trust For Public Land, a non-profit California corporation, on behalf of the corporation. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]



[Signature]  
Notary Public

Printed Name: Stacy S. Gayhart

My Commission Expires: 10-31-2022

**EXHIBIT A**

Parcel 1: (2390)

That portion of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 33, Township 46 South, Range 25 East, Lee County, Florida, located East of State Road 45, North of Corkscrew Road and South of the Estero River.

Less and Excepting the following described parcel deed to the State of Florida: That portion of the Northeast 1/4 of Section 33, Township 46 South, Range 25 East, Lee County, Florida. Being described as follows: Commence at the northwest corner of said northeast 1/4 of Section 33; thence along the north line of said Section 33, North 88°41'44" East a distance of 720.02 feet to the survey base line for State Road 45 and the beginning of a curve concave easterly; thence along said survey base line the arc of said curve to the left, having a radius of 17,156.74 feet, a central angle of 00°02'16", an arc length of 11.30 feet, the chord for which bears South 02°26'35" East to the end of said curve; thence continue along said survey base line, South 02°27'43" East a distance of 333.90 feet; thence North 87°32'17" East a distance of 42.00 feet to the east existing right of way line of State Road 45 (per Section 1201-203) for a POINT OF BEGINNING; thence along said east existing right of way line North 02°27'43" West a distance of 333.90 feet to the beginning of a curve concave easterly; thence along said east existing right of way line the arc of said curve to the right, having a radius of 17,114.74 feet, a central angle of 00°01'00", an arc length of 5.01 feet, the chord for which bears North 02°27'13" West to a point on the south mean high water line of Estero River and the end of said curve; thence along said south mean high water line North 55°52'42" East a distance of 0.72 feet; thence continue along said south mean high water line North 73°06'48" East a distance of 15.22 feet; thence South 02°35'52" East a distance of 80.23 feet; thence North 87°22'47" East a distance of 3.46 feet; thence South 02°27'43" East a distance of 262.86 feet; thence South 87°32'17" West a distance of 19.00 feet to the POINT OF BEGINNING.

Parcel 2, 3, 4: (2384, 2375, 2400)

The West 1/2 of the West 1/2 of the West 1/2 of the Northeast 1/4 (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 33, Township 46 South, Range 25 East, Lee County, Florida lying South of the Estero River and North of Corkscrew Road.

Parcel 5: (2389)

The East 1/2 of the West 1/2 of the Northeast 1/4 of the North East 1/4, Section 33, Township 46 South, Range 25 East, Lee County, Florida; LESS and EXCEPT Road Right of Way for State Road S-850, also known as Corkscrew Road, as described in OR Book 1171, Page 800, Public Records of Lee County, Florida.

Parcel 6: (2421)

A parcel of land lying in the Southeast 1/4 of Section 28, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows: Commencing at the Southeast corner of said Section 28; thence along the South line of said Section 28 South 88°49'24" West 1317.05 feet to the Point of Beginning; thence North 00°30'20" West 150 feet; thence South 89°29'40" West 30 feet; thence North 00°30'20" West 587.60 feet to the South right of way line of County Road; thence along said South right of way line South 88°13'13" West 536.92 feet to the Easterly right of way line of Tamiami Trail (S.R. 45, U.S. 41); thence along said Easterly



right of way line South 01°01'31" East 317.71 feet to the beginning of a curve concave to the East, having a radius of 17,114.74 feet, a central angle of 00°34'05" a chord of 169.71 feet and a chord bearing of South 01°18'34" East, thence along the arc of said curve 169.71 feet; thence South 63°21'40" East for 24.04 feet to the beginning of a curve concave to the Southwest, having a radius of 36 feet, a central angle of 95°59'42" a chord of 53.51 feet and a chord bearing of South 15°21'48" East; thence along the arc of said curve 60.32 feet to a point of reverse curve concave to the Southeast having a radius of 50.00 feet, a central angle of 34°26'02" a chord of 29.60 feet and a chord bearing of South 15°25'03" West; thence along the arc of said curve 30.05 feet to a point of tangency; thence South 01°47'58" East 2.54 feet; thence North 89°24'34" East 32.19 feet; thence South 00°35'26" East 150.51 feet to the South line of said Section 28, thence along the South line of said Section 28 North 88°49'24" East 502.09 feet to the Point of Beginning.

Together with: The Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 lying North of the Estero River in Section 33, Township 46 South, Range 25 East, Lee County, Florida.

Less and excepting the following described portion of premises as deeded to the State of Florida: That portion of the Southeast 1/4 of Section 28, Township 46 South, Range 25 East, Lee County, Florida. Being described as follows: Commence at the Southwest corner of said southeast 1/4 of Section 28; thence along the south line of said Section 28, North 88°41'44" East a distance of 720.02 feet to the survey base line for State Road 45 and the beginning of a curve concave easterly; thence along said survey base line the arc of said curve to the right, having a radius of 17,156.74 feet, a central angle of 00°48'22", an arc length of 241.41 feet, the chord for which bears North 02°01'16" West to the end of said curve; thence North 88°22'55" East a distance of 42.00 feet to the east existing right of way line of State Road 45 (per Section No. 1201-203) for a POINT OF BEGINNING and the beginning of a curve concave easterly; thence along said east existing right of way line, the arc of said curve to the right, having a radius of 17,114.74 feet, a central angle of 00°34'37", an arc length of 172.33 feet, the chord for which bears North 01°19'46" West to the end of said curve; thence continue along said east existing right of way line North 01°02'28" West a distance of 316.64 feet to the south right of way line of Alturas Road; thence along said south right of way line North 88°13'47" East a distance of 10.00 feet; thence South 01°02'28" East a distance of 131.16 feet; thence South 02°27'43" East a distance of 367.61 feet; thence North 63°22'34" West a distance of 20.60 feet to the POINT OF BEGINNING.

Parcel 7: (2408)

That portion of Section 33, Township 46 South, Range 25 East, Lee County, Florida; Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 33, Township 46 South, Range 25 East; thence South 650 feet, thence East 82.50 feet, thence North 650 feet, thence west 82.50 feet to the Point of Beginning. EXCEPTING THEREFROM that part of the herein described property lying South of the Estero River, lying in Lee County, Florida.

Parcel 8: (2407)

That portion of Section 33, Township 46 South, Range 25 East, Lee County, Florida; lying, situate and being North of the Center line of the Estero River described as follows: Commencing

at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 33, Township 46 South, Range 25 East thence run South 650 feet thence run East 82.50 feet to the Point of Beginning of the land hereby conveyed, thence East 82.50 feet; thence North 650 feet; thence West 82.50 feet; thence South 650 feet to the Point of Beginning.

Parcel 9 & 10: (2419, 2411)

Southwest quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 46 South, Range 25 East, Lee County, Florida, LESS the North 105 feet of the West 210 feet.

And

A tract or parcel of land lying in Section 28, Township 46 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Commencing at the Southeast corner of said Section 28 run S88°49'17"W along the South line of the Southeast Quarter (SE 1/4) of said Section 28 for 1,317.02 feet to the Southeast Corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 28; thence run N00°31'19"W along the East line of said Fraction for 150.00 feet and the POINT OF BEGINNING. From said Point of Beginning run S89°28'41"W for 30.00 feet; thence run N00°31'19"W along the West line of the East 30 feet of said Fraction for 587.60 feet to an intersection with the South line of County Road right of way line (50' wide); thence run N88°12'14"E along said South right of way line for 30.01 feet to an intersection with said East line of said Fraction; thence run S00°31'19"E along said East line for 588.27 feet to the POINT OF BEGINNING.

Parcel 11: (2428)

Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 46 South, Range 25 East, Lee County, Florida, thence run East 210 feet; thence run South 105 feet; thence run West 210 feet; thence run North 105 feet to the Point of Beginning.

Parcel 12: (2435)

The South half of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section 28 Township 46 South, Range 25 East, Lee County, Florida.

Less and Except that part lying within the right of way of Highland Avenue.

Parcel 13: (2447)

Beginning at the Northeast corner of the West half (1/2) of the East half (E1/2) of the Southeast quarter (SE1/4) of Section 28, Township 46 South, Range 25 East, thence South a distance of 1155 feet to the point of beginning of the land herein described and hereby conveyed; thence South 165 feet; thence West 660 feet; thence North 165 feet; thence East 660 feet to the point of beginning of the land herein described.

AND

The Northerly 249 feet of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 46 South, Range 25 East, Lee County, Florida.

AND

The North half of the Northwest quarter of the Southeast quarter of the Southeast quarter, less the North 249 feet of Section 28, Township 46 South, Range 25 East, Lee County, Florida.



Less and Except that part lying within the right of way of Highland Avenue.

Parcel 14: (2456)

Beginning 990 feet South of the Northeast corner of the West half of the East half of the Southeast quarter of Section 28, Township 46 South, Range 25 East, Lee County Florida, thence South 165 feet, thence West 660 feet; thence North 165 feet; thence East 660 feet to the point of beginning.

Less and Except that part lying within the right of way of Highland Avenue.

Parcel 15: (05033.0010)

Lots 9 through 14, MARSHALL'S ESTERO RIVER GROVES, according to the map or plat thereof as recorded in Plat Book 12, Page 131 and that parcel South of Lots 11 and 12, MARSHALL'S ESTERO RIVER GROVES, as recorded in Plat Book 12, Page 131, West of Highland Avenue, North of County Road and East of Estero Court, Lee County, Florida.

**ALL OF THE ABOVE DESCRIBED LANDS BEING THE SAME PROPERTY DESCRIBED AS FOLLOWS:**

A tract or parcel of land lying in Sections 28 and 33, Township 46 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

PARCEL 1, 2, 3 & 4:

Commencing at the East Quarter Corner of said Section 33 run S88°26'11"W along the South line of the Northeast Quarter (NE 1/4) of said Section 33 for 1,319.50 feet to the Southwest Corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 33; thence run N01°08'18"W along the West line of said Fraction for 1,312.23 feet to the Northwest Corner of said Fraction; thence run N88°37'43"E along North line of said Fraction for 164.78 feet to the Southeast Corner of the West Half (W 1/2) of the West Half (W 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 33; thence run N01°08'42"W along the East line of said Fraction for 58.89 feet to an intersection with the Northerly right of way line of Corkscrew Road (State Road 850)(variable width)(F.D.O.T. right of way, Section No. 12640-2601) and the POINT OF BEGINNING.

From said Point of Beginning run S83°51'56"W along the said Northerly right of way line of Corkscrew Road for 263.54 feet; thence run S89°34'34"W along said Northerly right of way line for 315.90 feet; thence run N48°17'13"W along said Northerly right of way line for 75.44 feet to an intersection with the Easterly right of way of State Road 45 (Tamiami Trail)(200' wide) (F.D.O.T. right of way, Section No. 1201-000 1957651); thence run N02°27'28"W along said right of way line, being 100 feet Easterly as measured perpendicular to the center line thereof for 877.98 feet; thence run S87°32'32"W along said right of way for 39.00 feet to the Southeast corner of lands described in deed recorded as Instrument No. 2006000134175, Lee County Records thence run N02°27'28"W along the Easterly line of said Lands, being 61 feet Easterly as measured perpendicular to the center line of said State Road 45 for 262.86 feet; thence run S87°23'02"W along said Easterly line for 3.46 feet; thence run N02°35'37"W along said Easterly line for 73 feet, more or less to an intersection with the Southerly Mean High Water Line of the

Estero River; thence run Easterly along said Southerly Mean High Water Line of the Estero River for 745 feet more or less to an intersection with the Easterly line of the West Half (W 1/2) of the West Half (W 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 33; thence run S01°08'42"E along the East line of said fraction for 1,101 feet more or less to the POINT OF BEGINNING.

PARCEL 5 (SOUTH OF RIVER):

Commencing at the East Quarter Corner of said Section 33 run S88°26'11"W along the South line of the Northeast Quarter (NE 1/4) of said Section 33 for 1,319.50 feet to the Southwest Corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 33; thence run N01°08'18"W along the West line of said Fraction for 1,312.23 feet to the Northwest Corner of said Fraction; thence run N88°37'43"E along North line of said Fraction for 329.56 feet to the Southwest Corner of the East Half (E 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 33; thence run N01°09'06"W along the West line of said Fraction for 59.94 to an intersection with the Northerly right of way line of Corkscrew Road (State Road 850)(130 feet wide)(F.D.O.T. right of way, Section No. 12640-2601) and the POINT OF BEGINNING.

From said Point of Beginning continue N01°09'06"W along the West line of said fraction for 1,175 feet more or less to an intersection with the Southerly Mean High Water Line of the Estero River; thence run Easterly along said Southerly Mean High Water Line of the Estero River for 338 feet more or less to an intersection with the East line of said Fraction; thence run S01°09'54"E along said East line for 1166 feet more or less to intersection with said Northerly right of way line of Corkscrew Road; thence run S89°34'34"W along said Northerly right of way line for 329.58 feet to the POINT OF BEGINNING.

PARCEL 5 (NORTH OF RIVER), 6, 7, 8, 9, 10, 11, 12, 13 & 14:

Commencing at the East Quarter Corner of said Section 28 run S89°48'51"W along the north line of the Southeast Quarter (SE-1/4) of said Section 28 for 662.45 feet to the Northwest corner of the East Half (E 1/2) of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 28; thence run S00°26'01"E along the West line of said Fraction for 993.10 feet to the POINT OF BEGINNING.

From said Point of Beginning continue S00°26'01"E along said West line for 1,576.92 feet to the Southeast Corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 28; thence run S01°09'54"E along the East line of the East Half (E 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 33 for 41 feet more or less to an intersection with the Northerly Mean High Water Line of the Estero River; thence run Westerly along said Northerly Mean High Water Line of the Estero River for 365 feet more or less to an intersection with West line of said Fraction; thence run N01°09'06"W along said west line for 14 feet more or less to the North line of the Northeast Quarter (NE 1/4) of said Section 33; thence run S88°49'17"W along said North line for 164.63 feet to the Northeast Corner of the West Half (W 1/2) of the West Half (W 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 33; thence run S01°08'42"E along the East line of said Fraction for 105 feet more or less to an intersection with the Northerly Mean High Water Line of the Estero River; thence run



Westerly along said Northerly Mean High Water Line of the Estero River for 725 more or less to an intersection with the easterly line of lands described in deed recorded in Official Record Book 2603 at Page 1859, Lee County Records; thence run N00°35'33"W along said easterly line for 90 feet more or less to the northeast corner of said lands; thence run S89°24'27"W for 32.19 feet; thence run N01°48'05"W for 2.49 feet to a point of curvature; thence run northerly along an arc of curve to the right of radius 50.00 feet (delta 34°26'02") (chord bearing N15°24'56"E)(chord 29.60 feet) for 30.05 feet to a point of reverse curvature; thence run northerly along an arc of curve to the left of radius 36.00 feet (delta 95°59'43") (chord bearing N15°21'54"W) (chord 53.50 feet) for 60.32 feet; thence run N63°15'10"W along a non-tangent line for 3.36 feet to the Southeast corner of lands described in deed recorded as Instrument No. 2006000134177, Lee County Records; thence run the following two courses along the Easterly line of said lands: N02°27'43"W for 367.61 feet and N01°02'28"W for 129.57 feet to an intersection with the Southerly right of way line of County Road (50 feet wide) as shown on the Record Plat of Marshall' s Estero River Groves Unit 1 as recorded in Plat Book 12, Page 131, Lee County Records; thence run N88°12'14"E along said Southerly right of way line for 581.81 feet to and intersection the East line of the West 25 feet of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 28, also being the East maintained right of way line of Highlands Avenue; thence run N00°31'19"W along said East right of way line for 847.46 feet to an intersection with the North line of lands described in deed recorded in Official Record Book 3810, at Page 212, Lee County Records; thence run N89°38'34"E along the north line of said lands for 635.91 feet to the POINT OF BEGINNING.

PARCEL 15:

Beginning at Northwest Corner of Lot 9 as shown on the Record Plat of Marshall' s River Groves Unit 1 as recorded in Plat Book 12, Page 131, Lee County Records run N89°22'51"E along the Northerly line of Lot 9 and Lot 14 of said Record Plat for 240.00 feet to an intersection with the Westerly right of way line of Highlands Avenue; thence run S00°37'09"E along said Westerly right of way line for 419.88 feet to an intersection with the Northerly right of way line of County Road (50 feet wide) as shown on said Record Plat; thence run S88°12'14"W along said right of way line for 240.05 feet to an intersection with the Easterly right of way line of Estero Court (50 feet wide) as shown on said Record Plat; thence run N00°37'09"W along said Easterly right of way line for 424.82 feet to the POINT OF BEGINNING.