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Conservation  
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QUIT-CLAIM DEED

This Quit-Claim Deed, executed this 13th day of April, 1982, by  
CORAL RIDGE-COLLIER PROPERTIES, INC., a Florida corporation  
hereinafter referred to as GRANTOR, to  
COLLIER COUNTY, a political subdivision of the State of Florida  
whose postoffice address is Collier County Government Complex, Naples,  
Florida 33942  
hereinafter referred to as GRANTEE:

(Wherever used herein the terms "GRANTOR" and "GRANTEE" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That GRANTOR, as a gift and in fulfillment of its obligations under the Pelican Bay PUD Ordinance (Collier County Ordinance No. 77-18, as amended) and the U.S. Army Corps of Engineers Permit No. 79K-0282 (November 18, 1981), as recorded in Official Records Book 966, Pages 1824 through 1829, inclusive, of the Public Records of Collier County, Florida, does hereby remise, release and quit-claim unto GRANTEE all the right, title, interest, claim and demand which GRANTOR has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Collier, State of Florida, to-wit:

Portions of Sections 32 and 33, Township 48 South, Range 25 East, Collier County, Florida and portions of Sections 4, 5, 8 and 9, Township 49 South, Range 25 East, Collier County, Florida, as more particularly described as Parcel I hereinafter referred to as PARK SITE and Parcel II (hereinafter referred to as CONSERVATION AREA) on Exhibit "A" to Schedule "A", attached hereto and made a part hereof, subject to:

- 1) Taxes and assessments for 1982 and subsequent years;
- 2) That certain DECLARATION OF RESTRICTIONS ("RESTRICTIONS"), as recorded in Official Records Book 966, Pages 1830 through 1840, inclusive, of the Public Records of Collier County, Florida.
- 3) That certain DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ("COVENANTS"), attached hereto and made a part hereof as Schedule "A".
- 4) The reserved right of GRANTOR to construct, operate and maintain certain mitigation activities as required by the U.S. Army Corps of Engineers Permit No. 79K-0282 (November 18, 1981), Special Condition b., as recorded in Official Records Book 966, Page 1826 of the Public Records of Collier County, Florida.
- 5) An Easement reserved to GRANTOR to construct, operate, maintain, repair, replace or rebuild a bridge for vehicles, pedestrians and utilities, as may be authorized by appropriate governmental bodies in, over, on and above CONSERVATION AREA, with the right of ingress and egress, in a portion of Section 32, Township 48 South, Range 25 East, Collier County, Florida as more particularly described on Exhibit "B" to Schedule "A", attached hereto and made a part hereof.

This instrument prepared by:

→ Peter D. Hecht  
5801 Pelican Bay Blvd.  
Naples, FL 33940  
597-6001

This document accepted by the BCC on  
April 13, 1982.

BY: Virginia Magui  
V. Magui, D. C.

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PARK SITE: IF AT ANY TIME THE PROPERTY REFERRED TO AS PARK SITE IS USED BY GRANTEE FOR ANY PURPOSE OTHER THAN A PUBLIC BEACH (WITH RELATED RECREATIONAL ACTIVITIES AND FOR FACILITIES PERMITTED BY RESTRICTIONS IN ACCORDANCE WITH COVENANTS), THE PARK SITE SHALL AUTOMATICALLY REVERT TO GRANTOR. FURTHER, IN THE EVENT THAT DEVELOPMENT OR FILL PERMITS ARE MODIFIED OR WITHDRAWN AT ANYTIME DURING THE DEVELOPMENT PROCESS WITHOUT WRITTEN CONSENT AGREEMENT BETWEEN CORAL RIDGE-COLLIER PROPERTIES, INC. AND COLLIER COUNTY, THE PROPERTY DESCRIBED AS PARK SITE SHALL AUTOMATICALLY REVERT TO GRANTOR.

CONSERVATION AREA: THE CONSERVATION AREA MAY ONLY BE USED FOR CONSERVATION PURPOSES, TO INCLUDE BUT NOT LIMITED TO SUCH PURPOSES AS CONSERVATION AND PROTECTION OF THE NATURAL RESOURCES, WILDLIFE DIVERSITY, SCENIC BEAUTY AND AESTHETIC VALUE OF THE AREA. NO BUILDING, STRUCTURE, FACILITY OR OTHER IMPROVEMENT SHALL BE PLACED IN THE CONSERVATION AREA UNLESS IT IS PERMITTED BY DECLARATION OF RESTRICTIONS AND UNTIL GRANTOR HAS ISSUED ITS PRIOR WRITTEN APPROVAL. DECLARANT, MAY IN ITS SOLE AND ABSOLUTE DISCRETION, REJECT PROPOSED STRUCTURES OR FACILITIES IN CONSERVATION AREA, REGARDLESS OF WHETHER SUCH STRUCTURE OR FACILITY IS A PERMITTED USE UNDER THE DECLARATION OF RESTRICTIONS. IF THE CONSERVATION AREA, OR ANY PORTION THEREOF, IS EVER USED IN VIOLATION OF THESE PROVISIONS, CONSERVATION AREA SHALL AUTOMATICALLY REVERT TO GRANTOR

TO HAVE AND TO HOLD THE SAME together with all and singular the appurtenances thereunto belonging in anywise appertaining, and all the estate, right, title, interest, ten, equity and claim whatsoever of GRANTOR, either in law or equity to the only proper use, benefit and behoof of GRANTEE forever.

IN WITNESS WHEREOF, CORAL RIDGE-COLLIER PROPERTIES, INC., a Florida corporation, has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: CORAL RIDGE-COLLIER PROPERTIES, INC.

Melvin D. [Signature] BY Ross P. Obley, President

Attest: Louis W. Hoogstra, Asst. Sec.

STATE OF FLORIDA )  
COUNTY OF COLLIER )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROSS P. OBLEY, President of Coral Ridge-Collier Properties, Inc., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid: this 13th day of April, 1982.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AS CASH  
MY COMMISSION EXPIRES NOV 20 1982  
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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

PORTIONS OF SECTIONS 32 AND 33, TOWNSHIP 48 SOUTH,  
RANGE 25 EAST and PORTIONS OF SECTIONS 4, 5, 8 and 9,  
TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA

This Declaration of Protective Covenants and Restrictions made this 13th day of April, 1982, by CORAL RIDGE-COLLIER PROPERTIES, INC., a Florida corporation.

WITNESSETH:

WHEREAS, CORAL RIDGE-COLLIER PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Collier County, Florida, the record owner of PARK SITE and CONSERVATION AREA as described in ARTICLE I of this Declaration has imposed on PARK SITE and CONSERVATION AREA the DECLARATION OF RESTRICTIONS which is recorded in Official Records Book 966 at Pages 1830 thru 1840 of the Public Records of Collier County, Florida; and

WHEREAS, CORAL RIDGE-COLLIER PROPERTIES, INC. has determined that in order to cause a quality environment within the herein defined PARK SITE and CONSERVATION AREA, supplemental covenants and restrictions should be imposed on PARK SITE and CONSERVATION AREA for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, CORAL RIDGE-COLLIER PROPERTIES, INC. declares that PARK SITE and CONSERVATION AREA or any portion thereof as described in ARTICLE I of this Declaration shall be held, transferred, sold, conveyed and occupied subject to the DECLARATION OF RESTRICTIONS and the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

The real property subject to this DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is that real property described on Exhibit "A", attached hereto and made a part hereof.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "PARK SITE" and "CONSERVATION AREA" shall mean and refer to Portions of Sections 32 and 33, Township 48 South, Range 25 East and Portions of Sections 4, 5, 8 and 9, Township 49 South, Range 25 East, Collier County, Florida, as more particularly described as Parcel I and Parcel II, respectively, on Exhibit "A", attached hereto and made a part hereof.
2. "DECLARANT" shall mean and refer to CORAL RIDGE-COLLIER PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Collier County, Florida, its successors or assigns of any or all of its rights under this Declaration.
3. "OWNER" shall mean and refer to every person or persons or entity or entities who are the record owner of a fee interest in PARK SITE and CONSERVATION AREA, their heirs, successors, legal representatives or assigns.
4. "RESTRICTIONS" shall mean and refer to that certain Declaration of Restrictions as recorded in Official Records Book 966 at Pages 1830 thru 1840 of the Public Records of Collier County, Florida.
5. "COVENANTS" shall mean and refer to this Declaration of Protective Covenants and Restrictions for Portions of Sections 32 and 33, Township 48 South, Range 25 East and Portions of Sections 4, 5, 8 and 9, Township 49 South, Range 25 East, Collier County, Florida

ARTICLE II  
GENERAL RESTRICTIONS

1. USE RESTRICTIONS.

a.) PARK SITE may be used for the operation of a public beach with related passive recreational activities and for facilities within PARK SITE permitted by RESTRICTIONS, in accordance with these COVENANTS.

b.) CONSERVATION AREA may only be used for conservation purposes, to include but not limited to such purposes as conservation and protection of the natural resources, wildlife diversity, scenic beauty and aesthetic value of the area.

c.) No building, structure, facility or other improvement shall be placed in PARK SITE or CONSERVATION AREA unless it is permitted by the RESTRICTIONS and until DECLARANT has issued its prior, written approval. DECLARANT, in its sole and absolute discretion, may reject proposed structures or facilities in PARK SITE or CONSERVATION AREA, regardless of whether such structure or facility is a permitted use under the RESTRICTIONS.

d.) All facilities, parking lots and transportation systems serving PARK SITE and CONSERVATION AREA shall only be open and accessible to the public during daylight hours and shall close within one (1) hour after sunset. All nighttime uses shall be prohibited by OWNER except with the prior, written approval of DECLARANT.

2. NATIVE VEGETATION AND LANDSCAPING.

a.) All vegetation in PARK SITE and CONSERVATION AREA shall be left in its native state. However, when removal of any vegetation in PARK SITE or CONSERVATION AREA is necessary, a plan for such removal by OWNER shall be submitted to DECLARANT for its prior written approval.

b.) All reasonable efforts shall be taken to retain the native vegetation in areas surrounding all structures and facilities placed in PARK SITE and CONSERVATION AREA. However, in those areas surrounding structures and facilities in PARK SITE and CONSERVATION AREA where the native vegetation is removed, OWNER shall replace and maintain such areas as landscaped areas. All landscaping shall, as closely as possible, approximate the native vegetation in the surrounding area. All landscaping shall be accomplished in accordance with a plan approved by DECLARANT.

c.) Prior to making any change, variation or deviation from an approved landscaping plan, OWNER shall first obtain DECLARANT'S written approval of the change, variation or deviation.

3. PLANS, SPECIFICATIONS AND LOCATIONS OF STRUCTURES.

a.) No structure, facility or other improvements in PARK SITE and CONSERVATION AREA shall be commenced, erected, improved or altered, nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of any structure be undertaken without the prior written approval of DECLARANT.

b.) OWNER shall, prior to the commencement of any construction in PARK SITE and CONSERVATION AREA, submit in sequence to DECLARANT the following materials: (i) a "preliminary concept" plan which shall include schematic site plans, floor plans and exterior elevations; (ii) "design proposals" which shall include more detailed building and site design documents sufficient and definitive in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and (iii) "construction plans and specifications" which shall be a true extension of the preliminary concept plans and design proposals. DECLARANT shall, in writing, after receipt of each required submittal, approve, approve subject to required changes, or

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reject such plans, proposals and specifications as are submitted to it as required above. Failure to obtain written approval of DECLARANT of all such plans, proposals and specifications prior to the commencement of any construction shall be deemed a material breach hereof and DECLARANT shall then have the right, in addition to any other right permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said written approval to be torn down or removed forthwith at OWNER'S expense.

c.) The approval, rejection or withholding of any approval by DECLARANT of the plans, proposals and specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by DECLARANT that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the OWNER. OWNER shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of Collier County, Pelican Bay Improvement District, and any other appropriate governmental agencies prior to commencement of any work or construction.

d.) DECLARANT shall have no duty, responsibility or liability to any OWNER or to any other person whomsoever in respect to the exercise of its rights or the failure to exercise its rights. DECLARANT may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. DECLARANT'S decision to approve, reject or withhold its approval of such work may, in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) DECLARANT'S design and construction standards; (v) the General Development Plan; or (vi) any other material and relevant factors.

4. EXTERIOR COLORS AND MATERIALS

No exterior colors or materials on any structure or facility shall be permitted that, in the sole judgment of DECLARANT, would be inharmonious or discordant or incongruous with the Pelican Bay community or PARK SITE or CONSERVATION AREA. Any future exterior color or material changes desired by OWNER must be first approved by DECLARANT in writing.

5. PETS.

No cats, dogs or other domesticated animals shall be permitted within PARK SITE and CONSERVATION AREA.

6. FACTORY BUILT STRUCTURES.

No structure or facility of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected in PARK SITE or CONSERVATION AREA without the prior written permission of DECLARANT.

7. UNDERGROUND UTILITY LINES.

All electric, telephone, gas and other utility lines must be installed underground, unless prohibited by statutes or regulations of the State of Florida or the United States.

8. ANTENNAS AND FLAGPOLES.

No outside antennas, antenna poles, antenna masts, electronic devices, antennas towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by DECLARANT in writing. A flagpole(s) for display of the flag(s) of the United States of America, State of Florida or Collier County, Florida and such other flag(s) as are first approved in writing by DECLARANT shall be permitted. Provided, however, the design and location of the flagpole(s) must be first approved in writing by DECLARANT. An approved flagpole shall not be used as an antenna.

9. TEMPORARY AND ACCESSORY STRUCTURES.

No tents, trailers, campers, recreational vehicles (RV's) or temporary structures shall be permitted unless their size, appearance and temporary location in PARK SITE or CONSERVATION AREA have first been approved by DECLARANT in writing.

10. OUTDOOR EQUIPMENT.

All garbage and trash containers in PARK SITE and CONSERVATION AREA shall be placed and maintained by OWNER in attractive wooden containers or some other attractive container as approved by DECLARANT. For purposes of this section, exposed oil drums or such similar containers shall not be considered an attractive container. All oil tanks, bottled gas tanks, sprinkler pumps and other such outdoor equipment must be underground or placed in sight-screened areas so that they shall not be readily visible, or adequate landscaping shall be installed around these facilities and maintained by OWNER.

11. AIR CONDITIONERS.

All air conditioning units shall be shielded and hidden so that they shall not be readily visible. Wall air conditioning units may be permitted only upon the prior written approval of DECLARANT. Window air conditioning units shall not be permitted.

12. SOLAR COLLECTORS.

Solar collectors shall only be permitted at locations and on structures as are first approved in writing by DECLARANT.

13. SIGNS.

No signs, freestanding or otherwise installed, shall be erected or displayed in or on any land or structure, unless the placement, character, form, size, lighting and time of placement of such sign be first approved in writing by DECLARANT. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by DECLARANT.

14. WALLS, FENCES AND OTHER STRUCTURES

No walls, fences, shutters, walks, boardwalks, docks, pavements or similar structures shall be constructed in PARK SITE or CONSERVATION AREA until its height, length, type, design, composition, material and location shall have first been approved in writing by DECLARANT. Any dispute as to height, length, type, design, composition or material shall be resolved by DECLARANT, whose decision shall be final. Hurricane and storm shutters shall not be stored on the exterior of any structure or facility.

15. LIGHTING.

No exterior lighting of PARK SITE or CONSERVATION AREA shall be permitted without DECLARANT'S prior written approval of a lighting plan submitted by OWNER.

16. MAINTENANCE OF PREMISES.

No refuse or unsightly objects shall be allowed to be placed or suffered to remain in PARK SITE or CONSERVATION AREA. All structures and facilities in PARK SITE and CONSERVATION AREA shall be kept in good, safe, clean, neat and attractive condition, and all structures and facilities shall be maintained in a finished and attractive condition.

17. DECLARANT'S EXCULPATION.

DECLARANT may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to OWNER or to any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.

ARTICLE III

GENERAL PROVISIONS

1. RESERVED RIGHTS.

a.) DECLARANT reserves the right to construct, operate and maintain certain mitigation activities as required by the U.S. Army Corps of Engineers Permit No. 79K-0282 (November 18, 1981), Special Condition b., as recorded in Official Records Book 966, Page 1826 of the Public Records of Collier County, Florida.

b.) DECLARANT reserves an Easement to construct, operate, maintain, repair, replace or rebuild a bridge for vehicles, pedestrians and utilities, as may be authorized by appropriate governmental bodies in, over, on and above CONSERVATION AREA, with the right of ingress and egress, in a portion of Section 32, Township 48 South, Range 25 East, Collier County, Florida, as more particularly described on Exhibit "B", attached hereto and made a part hereof.

2. AMENDMENT.

DECLARANT may, in its sole discretion, modify, amend, waive or add to these COVENANTS or any part thereof. The power of amendment, however, shall be limited to modification or enlargement of existing covenants which shall not substantially impair the general and uniform plan of development originally set forth herein.

3. WAIVER.

Any waiver by DECLARANT of any provision of these COVENANTS or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

4. DECLARATION RUNS WITH THE LAND.

The covenants, conditions, restrictions and other provisions under these COVENANTS shall run with the land and bind the property within PARK SITE and CONSERVATION AREA. It is DECLARANT'S intent, by these COVENANTS, to conserve and protect the natural resources and scenic beauty of PARK SITE and CONSERVATION AREA for the benefit of the present and future owners of the real property encumbered herein. The purpose of these COVENANTS is, and it is DECLARANT'S intent in furtherance of this purpose, that these COVENANTS be perpetual.

5. RIGHT OF FIRST REFUSAL.

If at any time OWNER shall offer to sell, lease, donate, rent, exchange, let, use or otherwise convey an interest in PARK SITE or CONSERVATION AREA, or any portion thereof, to any person or entity, OWNER shall first notify DECLARANT in writing of the proposed transaction. DECLARANT shall have the right within sixty (60) days to accept the terms of the proposed transaction in its own name for the gross purchase price and on the terms specified in said transaction. If DECLARANT shall not so elect within the said period, OWNER may then sell or convey PARK SITE or CONSERVATION AREA to buyer, provided the said transaction is on the same terms and conditions and for the price set forth in the proposed transaction sent to DECLARANT.

6. LEGISLATION.

OWNER shall not apply for dredge or fill permits in PARK SITE or CONSERVATION AREA from any governmental bodies, regardless of any future amendments to the statutes or regulations of the United States or the State of Florida or as a result of decisions of the courts of the United States or the State of Florida, without the prior written consent of DECLARANT, which consent may be withheld in the sole and absolute discretion of DECLARANT.

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7. ENFORCEMENT AND ASSIGNMENT.

a.) DECLARANT reserves unto itself the right, and the power, (1) to enforce the covenants, conditions, restrictions, and other provisions of these

COVENANTS, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges to any person or entity. DECLARANT shall be under no obligation to delegate or assign any of its rights, powers, duties and privileges contained in these COVENANTS to any person or entity.

b.) DECLARANT shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by these COVENANTS by any proceeding at law or in equity against any person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions. Failure by DECLARANT to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

8. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of these COVENANTS is, for any reason, 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.

IN WITNESS WHEREOF, CORAL RIDGE-COLLIER PROPERTIES, INC, a Florida corporation, does hereby execute this DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS in its name by its undersigned, authorized officers and affixes its corporate seal hereto, the day and year first above written.

WITNESSES:

CORAL RIDGE-COLLIER PROPERTIES, INC.

*Melvin D. D. [Signature]*

BY: *[Signature]*  
Ross R. Obley, President

*[Signature]*

ATTEST: *[Signature]*  
Louis H. Hoegstedt, Asst. Sec.

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 13th day of April, 1982, by ROSS R. OBLEY as President of CORAL RIDGE-COLLIER PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 20 1985  
PUBLIC REGISTRATION NO. 5-00000000-1143



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Legal Description  
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A parcel of land in Section 32, Township 48 South, Range 25 East, Collier County, Florida, described as follows:

Commencing at the intersection of the East line of said Section 32 with the South Right of Way line of Vanderbilt Beach Road (S.R. No. S-862);

thence South 00°38'50" East, along the East line of said Section 32, a distance of 938.94 feet;

thence South 89°21'10" West, a distance of 777.52 feet to a bend in the Northerly boundary line of the Pelican Bay Conservation Area;

thence along said Northerly boundary line the following five (5) courses:

South 89°36'46" West, a distance of 93.54 feet;  
South 76°21'29" West, a distance of 289.33 feet;  
South 62°19'33" West, a distance of 46.14 feet;  
South 44°03'39" West, a distance of 43.13 feet;  
South 39°59'13" West, a distance of 40.46 feet to the Point of Beginning of said parcel.

thence South 25°18'11" West departing from said Northerly boundary line, a distance of 166.30 feet to a point on the Westerly boundary line of said Pelican Bay Conservation Area;

thence North 45°41'37" West along said Westerly boundary line, a distance of 55.08 feet;

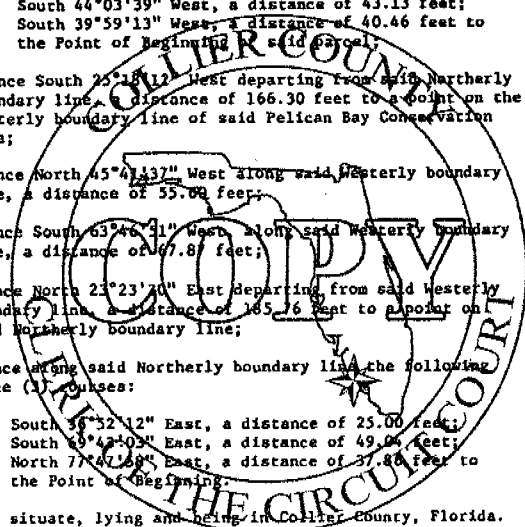
thence South 63°46'31" West, along said Westerly boundary line, a distance of 67.81 feet;

thence North 23°23'40" East departing from said Westerly boundary line, a distance of 185.76 feet to a point on said Northerly boundary line;

thence along said Northerly boundary line the following three (3) courses:

South 36°32'12" East, a distance of 25.00 feet;  
South 69°42'03" East, a distance of 49.06 feet;  
North 77°47'58" East, a distance of 37.86 feet to the Point of Beginning.

Said land situate, lying and being in Collier County, Florida.



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3/31/82

LEGAL DESCRIPTION

PARCEL I

All that part of Sections 8 & 9, Township 49 South, Range 25 East, Collier County, Florida, lying South of Clam Pass, West of Outer Clam Bay and East of the Gulf of Mexico; Mean High Water Elevation 1.1 feet.

Said land situate, lying and being in Collier County, Florida.

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PARCEL II

A tract of land located in Sections 32 and 33, Township 48 South, Range 25 East, and in Sections 4, 5, 8 and 9, Township 49 South, Range 25 East, Collier County, Florida, a portion of said tract being in part of Parcels "D" and "J" of PELICAN BAY UNIT ONE, according to the plat thereof, recorded in Plat Book 12, Pages 47 through 52, of the Public Records of said Collier County, said tract being described as follows:

Commence at the Southeast corner of the Southwest one-quarter (SW  $\frac{1}{4}$ ) of said Section 9, Township 49 South, Range 25 East;

thence South 89°30'59" West along the South line of said Section 9 for 1476.30 feet to the Point of Beginning of the herein described tract of land;

thence North 00°29'01" West a distance of 50.00 feet;

thence North 89°30'59" East, a distance of 288.01 feet;

thence North 06°42'48" East for 37.59 feet;

thence North 54°38'36" East for 23.29 feet;

thence North 04°11'37" West for 78.34 feet;

thence South 72°21'27" East for 17.94 feet;

thence North 40°39'36" East for 38.17 feet;

thence North 57°55'00" East for 25.00 feet;

thence North 33°36'51" East for 28.93 feet;

thence North 68°03'40" East for 16.65 feet;

thence North 20°29'47" East for 54.31 feet to the Westerly line of said Parcel "D";

thence continue North 20°29'47" East for 31.61 feet to said Westerly line of Parcel "D";

thence continue North 20°29'47" East for 3.08 feet;

thence South 69°58'24" East for 1.72 feet to said Westerly line of Parcel "D";

thence continue South 69°58'24" East for 19.85 feet;

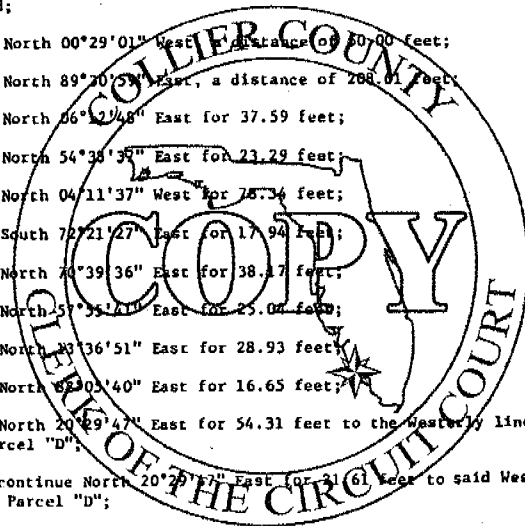
thence North 50°29'16" East for 72.39 feet to the Westerly line of the Pelican Bay Improvement District Berm Right of Way;

thence North 15°09'19" East, along said Right of Way line, for 32.96 feet to said Westerly line of Parcel "D";

thence continue North 15°09'19" East for 77.88 feet to the point of curvature of a circular curve concave to the West having a radius of 26.00 feet;

thence Northeasterly along the arc of said curve through a central angle of 20°40'10" for 9.38 feet to said Westerly line of Parcel "D";

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thence continue Northerly and Northwesterly along the arc of said curve through a central angle of  $10^{\circ}00'30''$  for 4.54 feet to the point of tangency;

thence North  $15^{\circ}31'21''$  West for 265.11 feet to the point of curvature of a circular curve concave to the Southwest;

thence Northwesterly along the arc of said curve having for its elements a radius of 26.00 feet and a central angle of  $23^{\circ}50'53''$  for 10.82 feet to the point of tangency;

thence North  $39^{\circ}22'14''$  West for 362.46 feet to the intersection with said Westerly line of Parcel "D";

thence continue North  $39^{\circ}22'14''$  West for 14.97 feet to the point of curvature of a circular curve concave to the Northeast;

thence Northwesterly and Northerly along the arc of said curve having for its elements a radius of 84.00 feet and a central angle of  $40^{\circ}36'22''$  for 59.53 feet to the point of tangency;

thence North  $01^{\circ}14'08''$  East for 104.26 feet to said Westerly line of Parcel "D";

thence continue North  $01^{\circ}14'08''$  East for 49.41 feet to the point of curvature of a circular curve concave to the Southeast having a radius of 84.00 feet;

thence Northeasterly along the arc of said curve through a central angle of  $20^{\circ}20'19''$  for 30.06 feet to said Westerly line of Parcel "D";

thence continue Northeasterly along the arc of said curve through a central angle of  $07^{\circ}47'36''$  for 11.43 feet to said Westerly line of Parcel "D";

thence continue Northeasterly along the arc of said curve through a central angle of  $10^{\circ}16'35''$  for 15.06 feet to the point of tangency;

thence North  $39^{\circ}48'38''$  East for 172.39 feet to the point of curvature of a circular curve concave to the Northwest;

thence Northwesterly along the arc of said curve having for its elements a radius of 26.00 feet and a central angle of  $25^{\circ}06'25''$  for 11.39 feet to the point of tangency;

thence North  $14^{\circ}42'17''$  East for 175.97 feet to said Westerly line of Parcel "D";

thence continue North  $14^{\circ}42'17''$  East for 29.38 feet;

thence North  $01^{\circ}48'49''$  West for 55.92 feet to said Westerly line of Parcel "D";

thence continue North  $01^{\circ}48'49''$  West for 243.14 feet to the point of curvature of a circular curve concave to the Southwest;

thence Northerly and Northwesterly along the arc of said curve having for its elements a radius of 26.00 feet and a central angle of  $24^{\circ}39'23''$  for 11.19 feet to the point of tangency;

thence North  $26^{\circ}28'12''$  West for 261.58 feet to the point of curvature of a circular curve concave to the Northeast;

thence Northwesterly and Northerly along the arc of said curve having for its elements a radius of 84.00 feet and a central angle of  $25^{\circ}57'36''$  for 38.06 feet to the point of tangency;

thence North  $00^{\circ}30'36''$  West for 487.35 feet;

thence North  $04^{\circ}39'17''$  West for 578.20 feet;

thence North  $17^{\circ}07'04''$  West for 350.61 feet to the point of curvature of a circular curve concave to the East;

thence Northwesterly, Northerly and Northeasterly along the arc of said curve having for its elements a radius of 84.00 feet and a central angle of 36°24'20" for 53.37 feet to the point of tangency;

thence North 19°17'16" East for 477.94 feet to said Westerly line of Parcel "D";

thence continue North 19°17'16" East for 31.07 feet to said Westerly line of Parcel "D"; thence continue North 19°17'16" East for 3.31 feet to the point of curvature of a circular curve concave to the Northwest;

thence Northeasterly and Northerly along the arc of said curve having for its elements a radius of 26.00 feet and a central angle of 23°43'46" for 10.77 feet to the point of tangency;

thence North 04°26'30" West for 60.37 feet to said Westerly line of Parcel "D";

thence continue North 04°26'30" West for 172.82 feet;

thence North 89°00'00" East for 8.42 feet to the Westerly line of said Parcel "J";

thence continue North 89°00'00" East for 28.47 feet;

thence North 27°12'34" East departing from said Westerly Right of Way line of Fellowship Bay Improvement District Bern, for 66.11 feet;

thence North 06°21'14" East for 52.20 feet;

thence North 26°03'11" West for 47.30 feet;

thence North 27°59'58" West for 30.22 feet;

thence North 28°58'14" West for 17.81 feet;

thence North 30°26'18" West for 30.99 feet;

thence North 37°26'04" East for 20.12 feet;

thence North 49°37'15" West for 36.01 feet;

thence North 60°18'41" East for 18.03 feet;

thence North 13°19'18" West for 54.27 feet to a point on the North line of said Section 9 and the South line of said Section 4, said point being South 89°27'58" West a distance of 1281.76 feet from the Northeast corner of the Northwest one-quarter (NW ¼) of said Section 9;

thence continue North 13°19'18" West for 5.03 feet;

thence North 17°06'28" West for 85.05 feet;

thence North 18°02'53" West for 53.01 feet;

thence North 64°07'45" West for 22.63 feet;

thence North 58°22'44" West for 23.71 feet;

thence North 39°04'28" West for 41.21 feet to a point on the North line of said Parcel "J";

thence North 01°00'00" West for 22.00 feet;

thence North 68°26'39" East for 51.26 feet;

thence North 87°09'10" East for 30.00 feet;

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thence North 23°18'11" West for 49.34 feet to the Westerly Right of Way line of the Pelican Bay Improvement District Drainage Easement and Westerly Berm Right of Way line;

thence North 66°30'00" West along said Westerly Right of Way line for 155.00 feet;

thence North 21°53'01" West for 565.12 feet to a point of curvature of a circular curve concave to the Northeast;

thence Northwesterly along the arc of said curve having for its elements a radius of 84.00 feet and a central angle of 16°34'21" for 24.30 feet to a point of tangency;

thence North 05°18'40" West for 742.03 feet to a point of curvature of a circular curve concave to the Southeast;

thence Northwesterly, Northerly and Northeasterly along the arc of said curve having for its elements a radius of 84.00 feet and a central angle of 51°23'43" for 75.35 feet to a point of tangency;

thence North 46°05'03" East for 383.36 feet to a point of curvature of a circular curve concave to the Northwest;

thence Northeasterly along the arc of said curve having for its elements a radius of 26.00 feet and a central angle of 36°05'23" for 16.38 feet to a point of tangency;

thence North 09°59'40" East for 276.13 feet to a point of curvature of a circular curve concave to the West;

thence Northeasterly, Northerly and Northwesterly along the arc of said curve having for its elements a radius of 26.00 feet and a central angle of 48°14'26" for 21.89 feet to a point of tangency;

thence North 39°14'46" West for 236.10 feet to a point of curvature of a circular curve concave to the Northeast;

thence Northwesterly along said curve having for its elements a radius of 84.00 feet and a central angle of 10°52'41" for 15.46 feet to a point of tangency;

thence North 22°12'05" West for 390.38 feet to a point of curvature of a circular curve concave to the Northeast;

thence Northwesterly along the arc of said curve having for its elements a radius of 84.00 feet and a central angle of 18°39'37" for 27.36 feet to a point of tangency;

thence North 09°02'28" West for 182.37 feet to a point of curvature of a circular curve concave to the Southwest;

thence Northwesterly along the arc of said curve having for its elements a radius of 26.00 feet and a central angle of 24°06'36" for 10.94 feet to a point of tangency;

thence North 33°09'04" West for 182.37 feet to a point of curvature of a circular curve concave to the Northeast;

thence Northwesterly along the arc of said curve having for its elements a radius of 84.00 feet and a central angle of 18°39'37" for 27.36 feet to a point of tangency;

thence North 14°29'27" West for 682.62 feet to a point of curvature of a circular curve concave to the East;

thence Northwesterly, Northerly and Northeasterly along the arc of said curve having for its elements a radius of 84.00 feet and a central angle of 32°30'40" for 47.66 feet to a point of tangency;

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thence North 18°01'13" East for 470.18 feet to a point of curvature of a circular curve concave to the Northwest;

thence Northeasterly along the arc of said curve having for its elements a radius of 26.00 feet and a central angle of 15°55'10" for 7.22 feet to a point of tangency;

thence North 02°06'03" East for 386.95 feet to a point of curvature of a circular curve concave to the Southwest;

thence Northerly and Northwesterly along the arc of said curve having for its elements a radius of 26.00 feet and a central angle of 17°42'17" for 8.03 feet to a point of tangency;

thence North 15°36'14" West for 861.84 feet to a point of curvature of a circular curve concave to the East;

thence Northwesterly, Northerly and Northeasterly along the arc of said curve having for its elements a radius of 84.00 feet and a central angle of 59°42'48" for 87.54 feet to a point of tangency;

thence North 44°06'34" East for 570.22 feet;

thence North 34°37'58" East for 208.35 feet;

thence South 59°08'16" West departing from said Westerly Right of Way line of Pelican Bay Improvement District Drainage Easement and Westerly Bern Right of Way line for 66.91 feet;

thence North 74°17'28" West for 78.85 feet;

thence South 58°10'47" West for 9.43 feet;

thence South 68°35'45" West for 26.12 feet;

thence South 87°30'16" West for 122.83 feet;

thence North 18°36'55" West for 156.08 feet;

thence North 30°46'40" West for 104.10 feet to a point on the North line of said Section 4 and the South line of said Section 33, said point being North 89°38'59" West, a distance of 2601.36 feet from the Northeast corner of the Northwest quarter (NW 1/4) of said Section 33;

thence continue North 30°46'40" West for 11.41 feet;

thence North 44°50'00" West for 308.54 feet;

thence North 30°59'06" West for 83.42 feet;

thence North 13°18'33" East for 76.38 feet;

thence North 18°30'20" West for 99.66 feet;

thence North 07°05'30" West for 98.09 feet;

thence North 30°00'16" West for 115.45 feet;

thence North 14°42'15" West for 149.93 feet;

thence North 02°46'45" East for 295.31 feet;

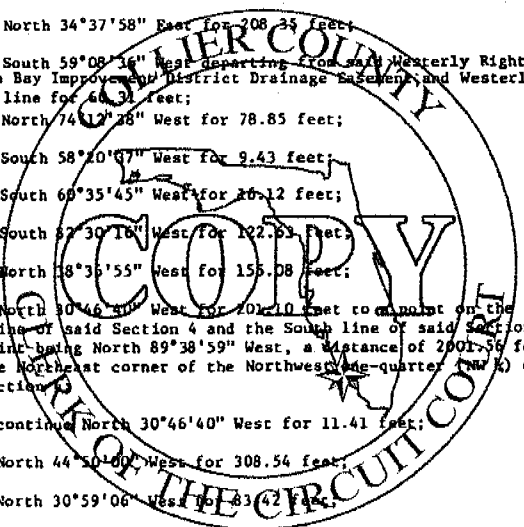
thence North 31°10'34" East for 92.72 feet;

thence North 31°35'43" West for 73.96 feet;

thence North 31°30'23" West for 104.57 feet;

thence North 47°57'00" West for 192.11 feet;

thence North 87°00'17" West for 83.56 feet;



thence North 79°40'18" West for 11.78 feet to a point on the West line of said Section 33 and the East line of said Section 32, said point being North 00°38'50" West, a distance of 1469.07 feet from the Southwest corner of said Section 33;

thence continue North 79°40'18" West for 109.00 feet;

thence North 28°54'44" West for 79.09 feet;

thence North 77°24'35" West for 203.70 feet;

thence North 06°13'11" West for 68.01 feet;

thence North 76°27'12" West for 42.73 feet;

thence North 04°44'27" East for 146.15 feet;

thence North 43°32'29" West for 306.13 feet;

thence North 03°15'19" East for 277.93 feet;

thence North 52°19'45" West for 268.96 feet;

thence South 89°36'46" West for 40.46 feet;

thence South 76°21'28" West for 289.33 feet;

thence South 62°19'32" West for 46.14 feet;

thence South 44°03'19" West for 43.13 feet;

thence South 39°59'13" West for 40.46 feet;

thence South 77°47'58" West for 39.85 feet;

thence North 69°43'03" West for 49.04 feet;

thence North 36°52'32" West for 25.00 feet;

thence North 32°28'16" East for 52.15 feet;

thence North 40°21'52" East for 52.50 feet;

thence North 11°47'36" East for 33.75 feet;

thence South 83°21'15" West for 239.59 feet;

thence North 86°29'29" West for 124.10 feet;

thence South 15°50'56" West for 60.52 feet;

thence South 26°31'12" East for 219.80 feet;

thence South 60°17'38" East for 56.84 feet;

thence North 64°47'43" East for 55.70 feet;

thence South 76°33'48" East for 35.51 feet;

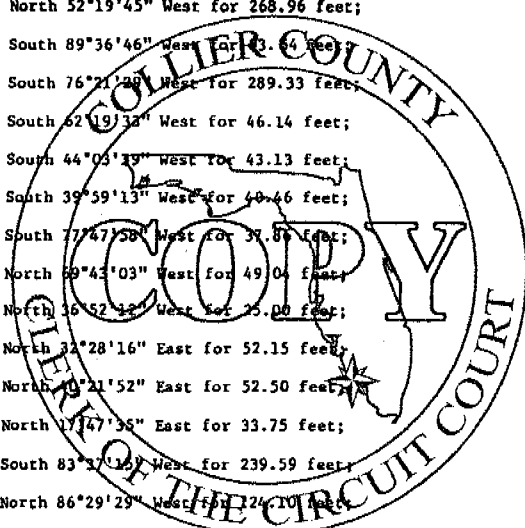
thence North 63°46'51" East for 67.87 feet;

thence South 45°41'37" East for 55.60 feet;

thence South 03°27'57" East for 124.24 feet;

thence South 28°52'07" East for 322.63 feet;

thence South 42°36'04" East for 127.14 feet;



thence South 41°33'19" East for 274.85 feet;  
thence South 22°19'46" East for 173.70 feet;  
thence South 03°06'14" East for 350.19 feet;  
thence South 03°52'54" East for 438.72 feet;  
thence South 44°20'30" West for 234.63 feet;  
thence South 11°20'07" West for 192.68 feet;  
thence South 05°53'08" West for 95.14 feet;  
thence South 10°58'01" East for 76.35 feet;  
thence South 01°42'43" West for 0.29 feet to a point on the  
South line of said Section 32 and the North line of said Section 5,  
said point being North 89°38'59" West, a distance of 999.11 feet  
from the Southeast corner of said Section 32;  
thence continue South 01°42'43" West for 45.67 feet;  
thence South 00°41'08" West for 142.42 feet;  
thence South 12°34'40" East for 185.06 feet;  
thence South 46°45'44" East for 183.16 feet;  
thence South 19°47'28" West for 161.45 feet;  
thence South 26°07'05" West for 105.48 feet;  
thence South 01°05'19" West for 101.37 feet;  
thence South 18°06'45" East for 116.72 feet;  
thence South 20°41'41" East for 256.55 feet;  
thence South 48°52'02" East for 202.00 feet;  
thence South 39°35'38" West for 101.39 feet;  
thence South 06°46'57" East for 180.37 feet;  
thence South 29°13'38" East for 126.40 feet;  
thence South 16°15'39" East for 134.27 feet;  
thence South 53°05'55" West for 37.11 feet;  
thence South 34°12'40" West for 43.18 feet;  
thence South 06°05'03" West for 31.85 feet;  
thence North 90°00'00" West for approximately 440 feet to the Mean  
High Water Line of the Gulf of Mexico;  
thence proceed Southerly for approximately 4543 feet along said  
Water Line to the South line of said Section 5 and the North line of  
said Section 8;  
thence continue along said Water Line for approximately 5262 feet to  
the South line of said Section 8;  
thence North 89°30'59" East along said South line of Section 8 for  
approximately 287 feet to the Southeast corner of said Section 8 and  
the Southwest corner of said Section 9;



thence North 89°30'59" East along the South line of said Section 9 for 1178.47 feet to the Point of Beginning.

LESS and except therefrom a parcel of land located in said Section 5, Township 49 South, Range 25 East, described as follows:

Commencing at the Northeast corner of the Northwest one-quarter (NW ¼) of said Section 4, Township 49 South, Range 25 East;

thence North 89°38'59" West, along the North line of said Section 4, a distance of 2642.02 feet to the Northwest corner of said Section 4 and the Northeast corner of said Section 5;

thence continue North 89°38'59" West, along the North line of said Section 5, a distance of 1283.47 feet to the intersection with the Florida Department of Natural Resources Coastal Construction Control Line, as recorded in COASTAL SET BACK BOOK 1, Pages 13-25;

thence Southerly along said Coastal Construction Control Line the following courses:

South 11°23'55.5" East, a distance of 140.00 feet to a point on the Coastal Construction Control Line, said point being South 38°49'24.3" East, a distance of 322.15 feet from P.R.M. 64-78-A-07;

thence South 10°39'14.0" East, a distance of 1027.72 feet;

thence South 08°23'14.6" East, a distance of 1007.78 feet to a point, said point being South 86°54'27" East, a distance of 68.13 feet from Permanent Reference Monument R-35;

thence South 08°09'45" East, a distance of 419.48 feet to the Point of Beginning of the parcel described herein;

thence continue South 08°09'45" East along said Control Line for 562.00 feet;

thence leaving said Coastal Construction Control Line, proceed due West for approximately 228 feet to the Mean High Water Line of The Gulf of Mexico;

thence proceed Northerly along said Mean High Water Line for approximately 562 feet;

thence proceed due East for approximately 225 feet to the Point of Beginning on said Coastal Construction Control Line.

ALSO LESS a strip of land located in said Sections 4 and 5, Township 49 South, Range 25 East, Collier County, Florida, described as follows:

Commencing at the Northeast corner of the Northwest one-quarter (NW ¼) of said Section 4, Township 49 South, Range 25 East;

thence North 89°38'59" West, along the North line of said Section 4, a distance of 2642.02 feet to the Northwest corner of said Section 4 and the Northeast corner of said Section 5;

thence continue North 89°38'59" West, along the North line of said Section 5, a distance of 1283.47 feet to the intersection with the Florida Department of Natural Resources Coastal Construction Control Line, as recorded in COASTAL SET BACK BOOK 1, Pages 13-25;

thence Southerly along said Coastal Construction Control Line the following courses:

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South 11°23'55.5" East a distance of 142.75 feet to a point on the Coastal Construction Control Line, said point being South 38°49'24.3" East, a distance of 322.15 feet from P.R.M. 64-78-A-07;

thence South 10°39'14.0" East, a distance of 1027.72 feet;

thence South 08°23'14.6" East, a distance of 1007.78 feet to a point, said point being South 86°54'27" East, a distance of 68.13 feet from Permanent Reference Monument R-35;

thence South 08°09'45" East a distance of 649.85 feet to the Point of Beginning of said strip, said strip being 20 feet wide, the North boundary being 15 feet North of and parallel with the following described line and the South boundary being 5 feet South of and parallel with the same described line;

thence North 67°52'56" East a distance of 9.61 feet;

thence North 59°19'05" East a distance of 9.10 feet;

thence North 54°46'05" East a distance of 8.25 feet;

thence North 57°29'39" East a distance of 15.30 feet;

thence North 68°48'15" East a distance of 24.00 feet;

thence North 75°22'40" East a distance of 34.91 feet;

thence South 71°38'07" East a distance of 52.64 feet;

thence South 71°22'08" East a distance of 40.00 feet;

thence South 73°17'31" East a distance of 30.02 feet;

thence South 76°08'47" East a distance of 14.04 feet;

thence South 71°22'58" East a distance of 25.00 feet;

thence South 63°15'16" East a distance of 14.14 feet;

thence South 75°20'24" East a distance of 28.98 feet;

thence South 75°34'21" East a distance of 22.89 feet;

thence South 70°27'32" East a distance of 17.03 feet;

thence South 70°36'58" East a distance of 17.86 feet;

thence South 77°29'05" East a distance of 12.83 feet;

thence South 79°41'05" East a distance of 55.01 feet;

thence North 83°31'57" East a distance of 28.67 feet;

thence North 87°41'02" East a distance of 27.00 feet;

thence South 87°15'41" East a distance of 14.08 feet;

thence South 88°30'57" East a distance of 11.80 feet;

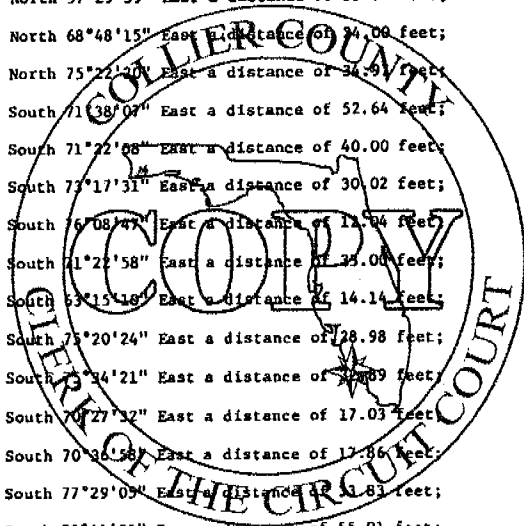
thence North 77°53'39" East a distance of 11.00 feet;

thence North 74°19'04" East a distance of 16.03 feet;

thence North 71°11'04" East a distance of 17.12 feet;

thence North 80°22'03" East a distance of 11.59 feet;

thence South 81°50'48" East a distance of 10.59 feet;



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thence South 65°15'02" East a distance of 17.12 feet;  
thence South 47°13'51" East a distance of 10.20 feet;  
thence South 46°58'51" East a distance of 22.46 feet;  
thence South 62°26'29" East a distance of 22.05 feet;  
thence South 44°30'17" East a distance of 8.25 feet;  
thence South 62°00'23" East a distance of 8.27 feet;  
thence South 33°57'56" East a distance of 18.58 feet;  
thence South 36°43'09" East a distance of 23.00 feet;  
thence South 51°15'54" East a distance of 13.94 feet;  
thence South 51°19'25" East a distance of 22.70 feet;  
thence South 58°12'39" East a distance of 85.00 feet;  
thence South 60°00'03" East a distance of 16.01 feet;  
thence South 71°17'49" East a distance of 8.85 feet;  
thence South 79°14'32" East a distance of 6.20 feet;  
thence North 87°42'82" East a distance of 66.00 feet;  
thence North 86°12'25" East a distance of 19.01 feet;  
thence North 89°37'25" East a distance of 13.01 feet;  
thence North 89°51'42" East a distance of 13.35 feet;  
thence North 77°21'48" East a distance of 26.84 feet;  
thence North 78°27'30" East a distance of 29.00 feet;  
thence North 80°13'19" East a distance of 26.06 feet;  
thence North 78°02'47" East a distance of 13.04 feet;  
thence North 81°53'24" East a distance of 135.14 feet;  
thence North 80°23'38" East a distance of 42.77 feet;  
thence South 79°11'21" East a distance of 51.89 feet;  
thence South 69°42'39" East a distance of 38.90 feet;  
thence South 54°11'46" East a distance of 35.36 feet;  
thence South 38°27'18" East a distance of 12.88 feet;  
thence South 35°28'42" East a distance of 25.03 feet;  
thence South 37°59'48" East a distance of 25.00 feet;  
thence South 36°37'20" East a distance of 25.01 feet;  
thence South 43°42'38" East a distance of 25.11 feet;  
thence North 89°04'21" East a distance of 29.90 feet;  
thence North 86°20'16" East a distance of 25.02 feet;

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thence North 83°39'24" East a distance of 37.00 feet;  
 thence North 71°16'53" East a distance of 13.34 feet;  
 thence North 49°15'18" East a distance of 40.10 feet;  
 thence North 37°46'33" East a distance of 56.93 feet to the  
 Pelican Bay Improvement District Drainage Easement Line as  
 recorded in Official Records Book 790, Page 1814 of the Public  
 Records of said Collier County.

The described strip is bounded on the West by the Coastal  
 Construction Control Line and on the East by the Pelican Bay  
 Improvement District Drainage Easement Line having a bearing of  
 North 14°29'27" West.

ALSO LESS a parcel of land in part of Section 8, Township 49 South, Range 25 East,  
 Collier County, Florida described as follows:

Commencing at the Northwest corner of Parcel "D", PELICAN  
 BAY UNIT ONE according to the plat thereof as recorded in Plat  
 Book 12, Pages 47 through 52, Collier County Public Records,  
 Collier County, Florida:

thence South 01°39'00" East along the Westerly line of said  
 Parcel "D", a distance of 167.00 feet;

thence South 77°43'39" West 1866.52 feet to a point on the  
 Florida Department of Natural Resources Coastal Construction  
 Control Line and the Point of Beginning of the parcel herein  
 described;

thence along said Control Line South 00°11'16.50" East 628.31  
 feet;

thence continue along said Control Line South 05°52'49.9"  
 East 425 feet more or less to the Mean High Water Line of  
 Clam Pass;

thence Northwesterly along the Mean High Water Line of said  
 Clam Pass and Northwesterly along the Mean High Water Line of  
 the Gulf of Mexico, 1150 feet more or less to a point which lies  
 on a line that bears South 89°26'00" West from the Point of  
 Beginning;

thence North 89°26'00" East along said line a distance of 181  
 feet more or less to the Point of Beginning;

ALSO LESS a strip of land in part of Section 8 and Section 9, Township 49 South,  
 Range 25 East, Collier County, Florida and in part of Parcel "D" of PELICAN BAY UNIT  
 ONE according to the plat thereof as recorded in Plat Book 12, Pages 47 through 52,  
 Collier County Public Records, Collier County, Florida, described as follows:

Commencing at the Northwest corner of said Parcel "D",  
 PELICAN BAY UNIT ONE;

thence along the Westerly line of said Parcel "D", South 01°39'00"  
 East 167.00 feet;

thence continue along said Westerly line South 38°56'00" West  
 309.00 feet;

thence continue along said Westerly line South 04°22'00" West  
 234.00 feet;

thence continue along said Westerly line South 16°42'35" East  
 14.87 feet to the Point of Beginning of the strip of land herein  
 described;

thence North 76°06'36" East 36.49 feet to the Westerly line of Pelican Bay Improvement District Dentention Area III Drainage Easement and the Berm Westerly Right of Way line;

thence Southwesterly 16.77 feet along said Westerly line and along the arc of a non-tangential circular curve concave to the East, having a radius of 84.00 feet and subtended by a chord which bears South 03°10'00" West 16.74 feet;

thence South 76°06'36" West 91.06 feet

thence South 73°07'17" West 109.86 feet;

thence South 55°08'05" West 31.35 feet;

thence South 66°30'56" West 17.40 feet;

thence South 76°45'29" West 59.11 feet;

thence South 83°54'09" West 22.37 feet to a point on a curve;

thence Westerly 41.53 feet along the arc of a non-tangential circular curve concave to the South having a radius of 88.00 feet and subtended by a chord which bears South 83°10'40" West 41.15 feet to a point of tangency;

thence South 78°47'32" West 49.64 feet;

thence South 69°28'47" West 26.70 feet;

thence South 20°31'13" West 5.00 feet;

thence South 69°28'47" West 33.20 feet;

thence North 20°31'13" West 5.00 feet;

thence South 69°28'47" West 12.28 feet;

thence South 71°06'25" West 16.49 feet;

thence South 89°46'41" West 17.27 feet to a point on a curve;

thence Westerly 168.55 feet along the arc of a non-tangential circular curve concave to the South having a radius of 109.01 feet and subtended by a chord which bears North 86°51'15" West 168.15 feet to a point of tangency;

thence South 86°20'04" West 53.00 feet;

thence South 03°39'56" East 5.00 feet;

thence South 86°20'04" West 53.00 feet;

thence North 03°39'56" West 5.00 feet;

thence South 86°20'04" West 12.23 feet;

thence North 89°38'44" West 281.97 feet to a point of curvature;

thence Southwesterly 47.28 feet along the arc of a circular curve concave to the Southeast, having a radius of 37.70 feet and subtended by a chord which bears South 54°25'40" West 44.24 feet to a point of tangency;

thence South 18°30'03" West 15.16 feet to a point of curvature;

thence Southwesterly 77.55 feet along the arc of a circular curve concave to the Northwest, having a radius of 68.00 feet and subtended by a chord which bears South 51°10'14" West 73.41 feet to a point of tangency;

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thence South 83°50'25" West 18.22 feet;  
thence South 06°09'35" East 5.00 feet;  
thence South 83°50'25" West 53.00 feet;  
thence North 06°09'35" West 5.00 feet;  
thence South 83°50'25" West 27.39 feet;  
thence North 87°12'53" West 29.44 feet;  
thence South 85°20'36" West 13.21 feet;  
thence South 68°50'49" West 32.24 feet to a point of curvature;  
thence Westerly 42.58 feet along the arc of a circular curve  
concave to the North, having a radius of 80.23 feet and subtended  
by a chord which bears South 84°03'03" West 42.08 feet to a point  
of tangency;  
thence North 80°44'44" West 23.00 feet to a point of curvature;  
thence Southwesterly 51.12 feet along the arc of a circular  
curve concave to the South, having a radius of 60.72 feet and subtended  
by a chord which bears South 75°08'16" West 46.62 feet to a point  
of tangency;  
thence South 51°01'16" West 15.85 feet to a point of curvature;  
thence Westerly 140.23 feet along the arc of a circular curve  
concave to the North, having a radius of 138.92 feet and subtended  
by a chord which bears South 79°56'21" West 134.35 feet to a point  
on said curve;  
thence South 32°17'44" West 6.05 feet;  
thence North 57°42'16" West 26.85 feet to the Florida Department  
of Natural Resources Coastal Construction Control Line;  
thence along said line North 04°11'15.7" West 32.34 feet;  
thence South 30°42'16" East 46.08 feet;  
thence South 32°17'44" West 3.44 feet to a point on a curve;  
thence Easterly 120.23 feet along the arc of a 400-foot tangential  
circular curve concave to the North, having a radius of 122.92  
feet and subtended by a chord which bears North 79°02'41" East  
115.51 feet to a point of tangency;  
thence North 51°01'16" East 15.85 feet to a point of curvature;  
thence Northeasterly 64.59 feet along the arc of a circular curve  
concave to the South, having a radius of 76.72 feet and subtended  
by a chord which bears North 75°08'16" East 62.70 feet to a point  
of tangency;  
thence South 80°44'44" East 23.00 feet to a point of curvature;  
thence Easterly 34.09 feet along the arc of a circular curve  
concave to the North, having a radius of 64.23 feet and subtended  
by a chord which bears North 84°03'03" East 33.69 feet to a point  
of tangency;  
thence North 68°50'49" East 34.56 feet;  
thence North 85°20'36" East 16.57 feet;