

**Lee County Board of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20030306

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Accept the Deed of Conservation Easement from Grosse Pointe Associates, Ltd. over approximately 10 acres of mangrove preserve area within the River's Edge Yacht and Country Club DRI.

**WHY ACTION IS NECESSARY:** The Fourth Amendment to the DRI Development Order requires the recording of a conservation easement prior to construction or trimming activity within the mangrove preserve area.

**WHAT ACTION ACCOMPLISHES:** The conservation easement satisfies the River's Edge Yacht and Country Club DRI Development Order condition II.G.5.d(1)(a)(ii).

**2. DEPARTMENTAL CATEGORY:** C12A  
**COMMISSION DISTRICT #**

**3. MEETING DATE:** 03-25-2003

**4. AGENDA:**  
 CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC  
 WALK ON  
 TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
*(Specify)*  
 STATUTE  
 ORDINANCE  
 ADMIN. CODE  
 OTHER DRI Condition

**6. REQUESTOR OF INFORMATION:**  
**A. COMMISSIONER**  
**B. DEPARTMENT** County Attorney  
**C. DIVISION**  
**BY:** Dawn E. Perry-Lehnert,  
Assistant County Attorney

**7. BACKGROUND:**

The Board adopted the Fourth Amendment to the River's Edge Yacht and Country Club DRI (a/k/a Gulf Harbour DRI) on October 7, 2002. This amendment allowed for the trimming of mangroves within the original DRI preserve area. As a condition of approval for the DRI amendment, the property owners are required to place the 10 acre preserve area under a conservation easement.

The attached conservation easement area serves to comply with DRI Condition II.G.5.d(1)(a)(ii). This easement has been reviewed by County staff and complies with the intent of the DRI Condition.

Staff recommends acceptance and approval of the conservation easement.

Attachments: Executed Deed of Conservation Easement

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
					<i>KK 3/17/03</i>	<i>W 3/17/03</i>	<i>SA 3/17/03</i>	<i>RS 3/17/03</i>	<i>PA 3-13-03</i>

**10. COMMISSION ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

CO. ATTY.  
FORWARDED TO:  
Co. ADMIN  
3-12-03

RECEIVED BY  
COUNTY ADMIN. PK  
3-12-03  
2:00  
COUNTY ADMIN.  
FORWARDED TO: DS  
3/13/03

THIS INSTRUMENT PREPARED BY:

Dawn E. Perry-Lehnert  
Lee County Attorney's Office  
Post Office Box 398  
Fort Myers, Florida 33902

Strap No.: 30-45-24-13-0000A.0000

### DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is between GROSSE POINTE ASSOCIATES, LTD., a Florida limited liability partnership, whose address is 15065 McGregor Boulevard, Suite 108, Fort Myers, Florida 33908 ("Grantor") and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902 ("County") and the Department of Environmental Protection for the State of Florida ("DEP").

WHEREAS, the Grantor is the owner of certain lands situated in Lee County, Florida, and more specifically described in attached Exhibit A ("Easement Area"); and

WHEREAS, the property is located wholly within the boundaries of the River's Edge Yacht and Country Club Development of Regional Impact ("DRI") (aka Gulf Harbour); and

WHEREAS, the Easement Area is contiguous to the Palmas Del Sol Condominium Project ("Project") that is being developed by Grantor as a 110 unit condominium development; and

WHEREAS, the Easement Area, which is mostly mangrove preserve, was originally designated as a preserve area to support approval of the original DRI; and

WHEREAS, Grantor pursued a Notice of Proposed Change to allow the construction of an observation deck and the trimming of mangroves within the preserve area; and

WHEREAS, Lee County approved the Fourth Amendment to the River's Edge Yacht & Country Club DRI Development Order on October 7, 2002 in Case Number 81-09-08-DRI(c); and

WHEREAS, DRI condition II.G.5.d(1)(a)(ii) requires the recording of this Deed of Conservation Easement in the public records prior to any construction or mangrove trimming activity within the original preserve area; and

WHEREAS, the Grantor, is agreeable to granting to the County and DEP a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (2002), over the Easement Area; and

WHEREAS, the County and DEP agree to accept this Conservation Easement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the County and DEP upon, over, across and through the Easement Area described in attached Exhibit "A" as follows:

1. The purpose of this Conservation Easement is to retain, to the greatest extent possible, the land encompassed in the original DRI preservation area in its natural, vegetative, hydrologic, scenic, open or wooded condition, allowing this area to remain as suitable habitat for fish, plants or wildlife, while providing Grantor with the ability to construct a boardwalk with observation deck, install rip-rap and pursue limited mangrove trimming. To carry out this purpose, the following rights and conditions apply:

- (a) The County and DEP have the right to enter upon the Easement Area, in a manner that will not unreasonably interfere with Grantor's use and quiet enjoyment of the Easement Area, at reasonable times with equipment or vehicles necessary to enforce the rights, covenants and restrictions set forth in this easement; and
- (b) The County and DEP have the right to enjoin any activity on or use of the Easement Area that is inconsistent with this Conservation Easement; and
- (c) The County and DEP have the right to require the restoration of areas or features of the Easement Area that may be damaged by any activity or use inconsistent with the terms of this easement; and
- (d) The Grantor has the right to construct and maintain a boardwalk with observation deck, install rip-rap and pursue limited mangrove trimming, in the manner contemplated by this Conservation Easement and the Fourth Amendment to the DRI Development Order.

2. Except for the activities outlined in paragraph 1 above, or the restoration, maintenance, monitoring, or surface water management activities permitted or required by the DRI and local permit approvals, the following activities are prohibited within the Easement Area:

- (a) Constructing or placing buildings, roads, signs, billboards, utilities, or other structures within or above the Easement Area unless specifically allowed in

accordance with the terms of this easement;

- (b) Dumping or placing soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Except as otherwise set forth herein, removal or destruction of trees, shrubs, or other vegetation;
- (d) Excavation, dredging, or removal of land, peat, gravel, soil, rock, or other material substance in a manner that affects the surface;
- (e) Surface use except for purposes that permit the land or water area to remain in its natural condition;
- (f) Except as set forth herein, activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;
- (g) Acts or uses detrimental to the retention of land or water areas.

3. *Passive Recreational Facilities.* Grantor reserves all rights as Owner of the fee title to the Easement Area that are not inconsistent with the intent and purpose of this Conservation Easement. Passive recreational activities that are not contrary to the purpose of this Conservation Easement are permitted in accordance with the following.

- (a) The Grantor may conduct limited land clearing for the purpose of constructing a boardwalk with observation deck. Grantor must submit plans for the construction of proposed improvements to the County and DEP for approval prior to construction.
- (b) The construction and use of the approved passive recreation improvements and facilities are subject to the following conditions:
  - (i) The observation deck is limited to a maximum of 400 square feet and must meet the standards of Fishing Piers in Land Development Code Section 26-73.
  - (ii) The access boardwalk to the observation deck is limited to a five foot width. The boardwalk and observation deck must be installed in compliance with the County approved field location to avoid impacts to the existing mangrove forest and individual large mangrove trees.
  - (iii) Placement of the boardwalk must be in substantial compliance with attached Exhibit "B".

- (iv) The boardwalk and observation deck must be in substantial compliance with the Boardwalk and Observation Deck/Mangrove Trimming Plan prepared by W. Dexter Bender and Associates attached as Exhibit "B".
- (v) A rip-rap revetment/breakwater system including red mangrove plantings must be installed along the shoreline of the portion of the Easement Area to protect the shoreline from further erosion as set forth in attached Exhibit "C".
- (vi) The rip-rap sill must consist of rock material no less than 10" in diameter and no greater than 24" in diameter. The rock must be placed in a manner that does not damage the existing mangroves.
- (vii) Prior to issuance of a Certificate of Compliance for the rip-rap sill, the rip-rap must be planted with 3-gallon red mangrove seedlings or 3-gallon wetland plants such as leather fern placed three foot on center.
- (viii) A Lee County Dock and Shoreline Permit must be obtained for the boardwalk/observation deck and the rip-rap sill. A planting plan for the rip-rap sill showing the locations, species and container size must be submitted with the Dock and Shoreline Permit for the Division of Environmental Sciences staff review and approval.
- (ix) The nuisance plant Moon vine (*Ipomoea sp.*) must be killed in place by an appropriate herbicide in the portion of the Easement Area described in attached Exhibit "D".

4. *Mangrove Trimming.* Grantor has the right to trim mangroves within the Easement Area in accordance with the following conditions:

- (a) Selective mangrove trimming and maintenance may occur within the three corridors, each the width of each of the proposed Project buildings (240', 244' and 152' wide respectively) and extending from the landward boundary of the Easement Area, North Northwest to the Caloosahatchee River as depicted on attached Exhibit "B".
- (b) All mangrove trimming must be conducted as permitted by the Florida Department of Environmental Protection (FDEP) General Mangrove Permit File No. 36-0152741-0003, which includes but is not limited to the following conditions:
  - (i) Mangrove trimming must be supervised or conducted exclusively by a Professional Mangrove Trimmer.

- (ii) No herbicide or other chemical may be used for the purpose of removing the leaves of a mangrove.
  - (iii) Trimming must be conducted in stages so that no more than 25% of the foliage is removed annually, and the height and configuration of the mangroves trimmed are maintained.
  - (iv) The final height of trimmed mangroves must be maintained at 32' NGVD (approximately 30' + from substrate). Only the mangroves within the mangrove trimming areas shown in Exhibit "B" may be trimmed. Because many of the trees in the mangrove trimming area are less than 32' NGVD in height (as of June 2002), approximately 30% of the area will not be initially trimmed. Trees less than 32' NGVD in the mangrove trimming area will be trimmed only as they exceed 32' NGVD in the future to maintain the desired elevation.
- (c) Red mangroves trimming is limited to branches on the main trunk above 32' feet NGVD with a diameter of one inch or less. All other branches above 32' NGVD will be trimmed in compliance with the FDEP Permit.
- (d) Once the final configuration and height (32' NGVD) is achieved, the trimming corridors will be maintained by annual trimming events.
- (e) The trimming corridors must be monitored annually for a period of ten years from the date of the initial trimming. Annual reports that analyze tree health, canopy coverage, plant species present and wildlife observed will be submitted to Lee County Environmental Sciences for review.
- (f) The Division of Environmental Sciences staff must be notified in writing at least seven days prior to commencement of any mangrove trimming and invasive exotic vegetation removal. Invasive exotic vegetation removal must be done concurrently with the mangrove trimming. All invasive exotic vegetation including, but not limited to, Brazilian pepper, melaleuca, Australian pine, seaside manhoe, and carrotwood must be removed from the preserve area.
5. No right of access is conveyed by this Conservation Easement to the general public.
6. The County and DEP are not responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Easement Area or any permitted improvements thereon.
7. Grantor must pay any and all real property taxes and assessments levied by competent authority on the Easement Area .

8. Any costs incurred to enforce, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement will be borne by and recoverable against the non-prevailing party in such proceedings.

9. Enforcement of the terms, provisions and restrictions of this Conservation Easement will be at the reasonable discretion of the County and DEP, and any forbearance on behalf of the County or DEP to exercise its rights hereunder in the event of any breach hereof by Grantor, may not be deemed or construed as a waiver of any rights held by the County or DEP.

10. The County and DEP hold this Conservation Easement exclusively for conservation purposes. Any assignment of the rights and obligations under this Conservation Easement will be to another organization qualified to hold such interests under the applicable state laws.

11. If any provision of this Conservation Easement is found to be invalid, the remainder of the provisions of this Conservation Easement will not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

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

13. Any amendments or modifications to the terms, conditions, restrictions, or purpose of this Conservation Easement, or any release or termination thereof, is subject to prior review and written approval by the County and DEP. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties executed with the same formality. Any amendment must be filed in the Public Records of Lee County, Florida by Grantor.

14. The covenants, terms, conditions, restrictions and purposes imposed by this Conservation Easement continue as a servitude running in perpetuity with the property and are binding upon the parties, their successors and assigns.

15. Grantor hereby covenants with the County and DEP that Grantor is lawfully seized of said Easement Area in fee simple; that the Easement Area is free and clear of all encumbrances; that Grantor has good right and lawful authority to convey this Conservation Easement, and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grosse Pointe Associates, Ltd. executes this Deed of Conservation on this 28<sup>th</sup> day of Feb., 2003.

Rita L. Keltner  
Witness

RITA L. KELTNER  
Print Name

Nick Cross  
Witness

NICK CROSS  
Print Name

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of Feb., 2003 by Robert D. Hensley, as President of GROSSE POINTE ASSOCIATES, LTD., a Florida limited partnership, on behalf of said corporation, who is personally known to me or who has produced \_\_\_\_\_ (type of ID) as identification.



My Commission Expires: May 7, 2005

GROSSE POINTE ASSOCIATES, LTD.  
a Florida limited partnership

By: Grosse Pointe Development Company, Inc., a Florida corporation, its general partner

By: [Signature]  
Robert D. Hensley, Its President

Rita L. Keltner  
Print Name: RITA L. KELTNER  
Notary Public - State of Florida  
Serial No.: COMMISSION # DD023346

(SEAL)

APPROVED AS TO FORM

Dawn E. Perry-Lehnert  
Assistant County Attorney

Attachments:

- Exhibit A - Legal Description & Sketch of Easement Area
- Exhibit B - Boardwalk & Observation Deck/Mangrove Trimming Plan
- Exhibit C - Rip-rap Detail (Exhibit H to DRI DO)
- Exhibit D - Easement Area Where Nuisance Plan Moon Vine Must Be Killed

EXHIBIT "A-1"

**DESCRIPTION**

lying in Section 30, Township 45 South, Range 24 East,  
Lee County, Florida

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 30, Township 45 South, Range 24 East, being a part of Tracts "E" and "N", Gulf Harbour Yacht and Country Club subdivision as recorded in Plat Book 55, pages 6 through 27, Public Records of Lee County, Florida, and being further bounded and described as follows:

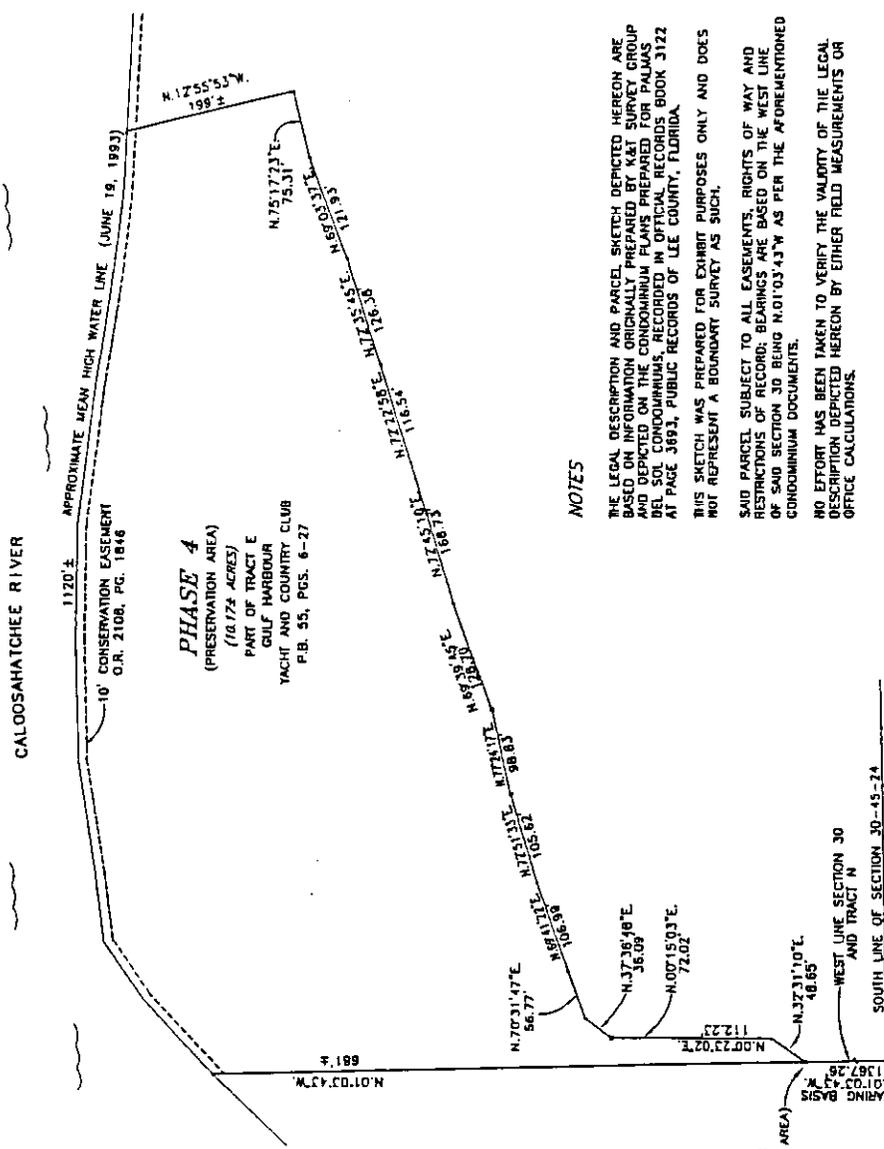
COMMENCING at the southwest corner of said Section 30 and the southwest corner of said Tract "N" of Gulf Harbour Yacht and Country Club; thence along the west line of said Section 30 and said Tract "N", N.01°03'43"W. for 1367.26 feet to the POINT OF BEGINNING of the parcel herein described; thence leaving said west line, N.32°31'10"E. for 48.65 feet; thence N.00°23'02"E. for 112.23 feet; thence N.00°15'03"E. for 72.02 feet; thence N.37°36'48"E. for 36.09 feet; thence N.70°31'47"E. for 56.77 feet; thence N.69°41'22"E. for 106.99 feet; thence N.72°51'33"E. for 105.62 feet; thence N.77°24'17"E. for 98.83 feet; thence N.69°39'45"E. for 128.70 feet; thence N.72°45'10"E. for 168.73 feet; thence N.72°22'58"E. for 116.54 feet; thence N.72°35'45"E. for 126.38 feet; thence N.69°03'37"E. for 121.93 feet; thence N.75°17'23"E. for 75.31 feet to the northwest corner of Lot 38 of Gulf Harbour Yacht and Country Club Phase One as recorded in Plat Book 56, pages 1 through 4, Public Records of Lee County, Florida; thence N.12°55'53"W. for 199 feet, more or less, to the Mean High Water line of the Caloosahatchee River; thence westerly along said Mean High Water line for 1120 feet, more or less, to an intersection with said west line of Section 30, bearing N.01°03'43"W. from the Point of Beginning; thence along said west line of Section 30, S.01°03'43"E. for 681 feet, more or less, to the Point of Beginning of the parcel herein described;

parcel contains 10.17 acres, more or less;

said parcel subject to all easements, rights of way and restrictions of record;  
bearings are based on the west line of said Section 30 being N.01°03'43"W.

71

# \* SKETCH AND DESCRIPTION \*



### NOTES

THE LEGAL DESCRIPTION AND PARCEL SKETCH DEPICTED HEREON ARE BASED ON INFORMATION ORIGINALLY PROVIDED BY THE SURVEYOR'S GROUP AND DEPICTED ON THE CONDOMINIUM PLANS PREPARED BY MERIDIAN DEL SOL CONDOMINIUMS, RECORDED IN OFFICIAL RECORDS BOOK 3122 AT PAGE 3893, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS SKETCH WAS PREPARED FOR EXHIBIT PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY AS SUCH.

SAID PARCEL SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD; BEARINGS ARE BASED ON THE WEST LINE OF SAID SECTION 30 BEING N.01°03'43\"/>

### LEGEND

- P.B. PLAT BOOK, LEE COUNTY PUBLIC RECORDS
- O.R. OFFICIAL RECORDS BOOK, LEE COUNTY PUBLIC RECORDS
- P.L. PLAT BOOK, LEE COUNTY PUBLIC RECORDS
- D.R. & U.L. DEEDS AND UTILITY EASEMENT
- U.S. UNDEVELOPED SURFACE
- C.S. COMMON SURFACE
- C.L. COMMON ELEMENT
- L.L. LIMITED COMMON ELEMENT
- P.S. PLAT SURFACE
- P.E.N. PERMANENT EASEMENT MONUMENT

DESCRIPTION OF CONDOMINIUM, PHASE 4 (PRESERVATION AREA) OF PALMS DEL SOL TOWNSHIP, 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA COUNTY OF LEE, LYING IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING A PART OF TRACT "E", GULF HARBOUR YACHT AND COUNTRY CLUB SUBDIVISION AS RECORDED IN PLAT BOOK 55, PAGES 8 THROUGH 27, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30 AND THE SOUTHWEST CORNER OF SAID TRACT "N" OF GULF HARBOUR YACHT AND COUNTRY CLUB; THENCE ALONG THE WEST LINE OF SAID SECTION 30 AND SAID TRACT "N", N.01°03'43\"/>

PARCEL CONTAINS 10.17 ACRES, MORE OR LESS;

PREPARED BY: *Scott M. Shore* 5-1-2002 DATE

SCOTT M. SHORE PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. LS# 5743

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

\* THIS IS NOT A SURVEY \*

TITLE: PRESERVATION AREA / PALMS DEL SOL

**MERIDIAN**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS-PLANNERS  
LBM 7071

3248 RAMSEY WAY, SUITE 42  
FORT MYERS, FLORIDA 33607  
PHONE: (813) 376-8873  
FAX: (813) 276-8887  
www.meridianfl.com

FILE NO.	2248SK.DWG	DATE	5-1-2002
PROJECT NO.	N/A	SCALE	1" = 200'
DRAWN BY	DAM	CHECKED BY	SMS
DATE	5-1-2002	FILE NO. (P-L-N)	33-45-24

EXHIBIT "A-2"

SECTION: 30  
 TOWNSHIP: 45 S  
 RANGE: 24 E

# Boardwalk and Observation Deck/Mangrove Trimming Plan

Caloosahatchee River

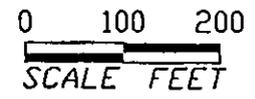
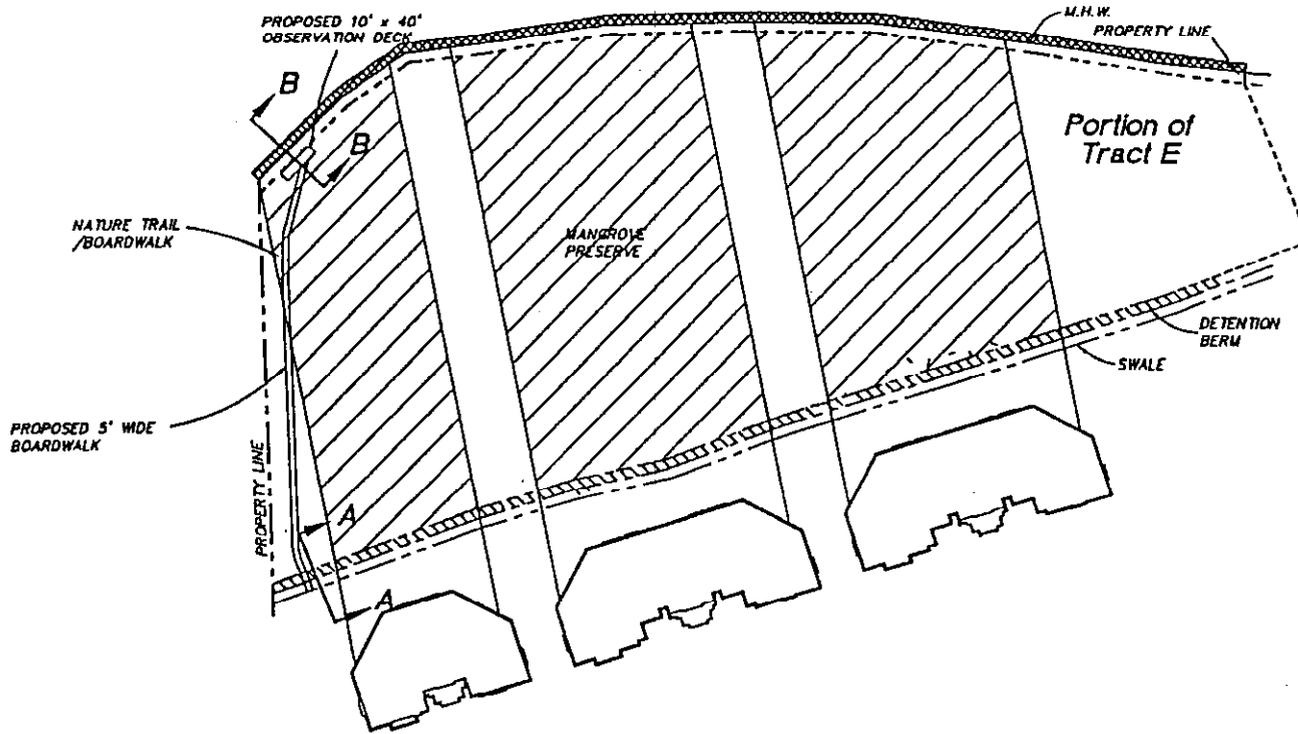
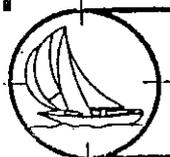


EXHIBIT B-1

-  Proposed Mangrove Trimming Area  
Trim Trees to 32' NGVD (30'± from substrate)
-  Proposed Riprap Shoreline Protection

**PERMIT USE ONLY,  
 NOT FOR CONSTRUCTION**

June 26, 2002 9:10:37 a.m.  
 Drawing: GROSSNOTICE.DWG (DCS)

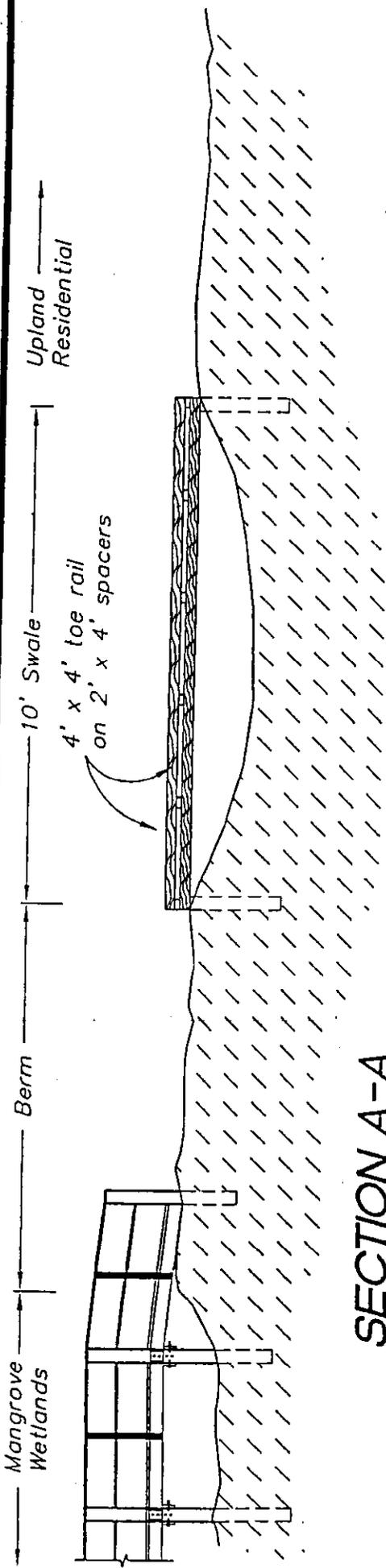


**W. DEXTER BENDER  
 AND ASSOCIATES**  
 ENVIRONMENTAL & MARINE CONSULTING  
 FORT MYERS, FL (941) 334-3680

REVISIONS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

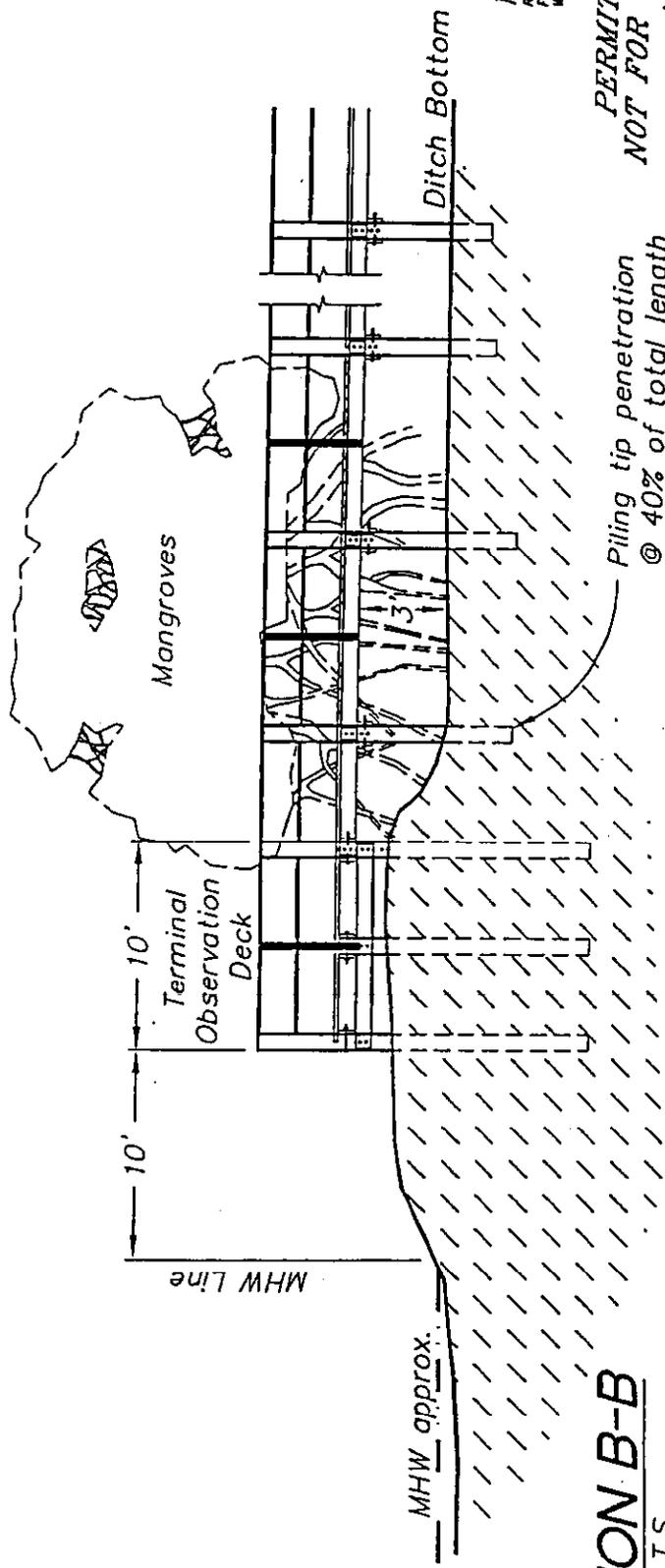
*Palmas Del Sol*

SHEET



**SECTION A-A**

N.T.S.



**SECTION B-B**

N.T.S.

HANS J.M. WILSON  
REGISTERED PROFESSIONAL ENGINEER  
FLORIDA REGISTRATION NO. 30680  
W. DEXTER BENDER & ASSOC., INC.

**PERMIT USE ONLY,  
NOT FOR CONSTRUCTION**

June 19, 2002 11:25:45 a.m.  
Drawing: GROSSIXSA.DWG (DGS)



**W. DEXTER BENDER  
AND ASSOCIATES**  
2052 VIRGINIA AVENUE  
FORT MYERS, FL 33901 (813) 334-3680

REVISED:

**PALMAS del SOL  
BOARDWALK and OBSERVATION DECK**

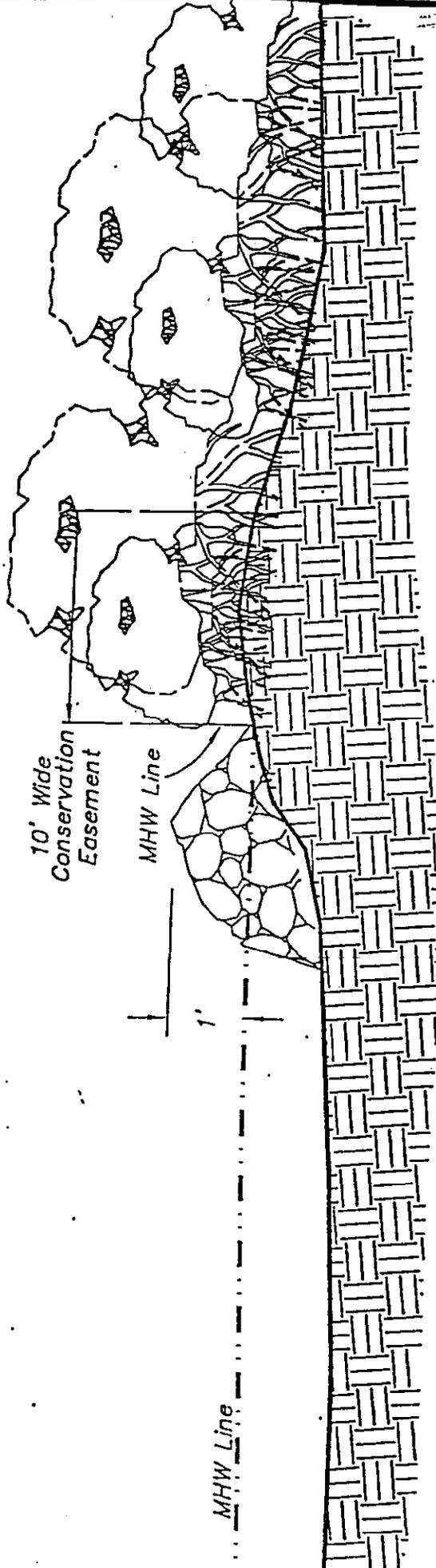
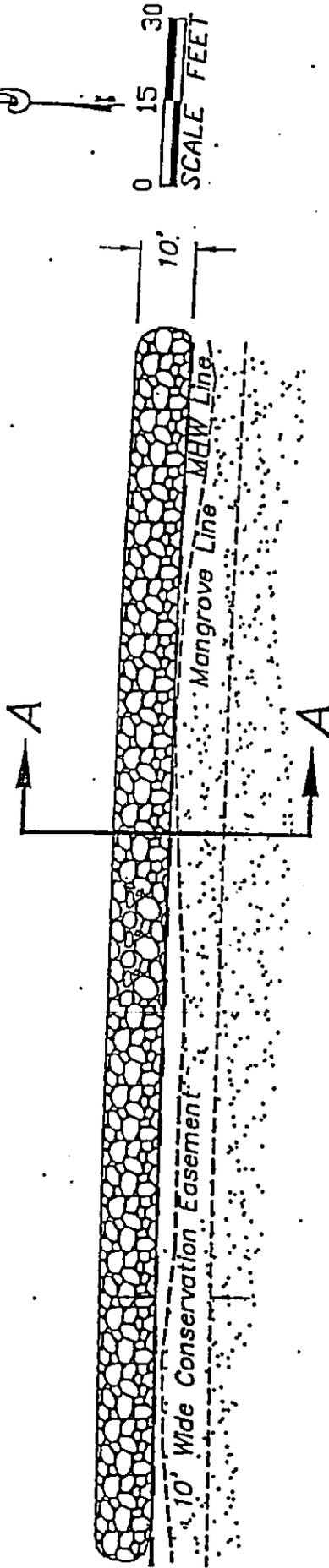
SHEET

# Rip Rap Detail and Cross-section

ON: 30  
SHIP: 45 S  
E: 24 E

## Caloosahatchee River

Proposed Riprap Sill



Section A-A  
Not to Scale

PERMIT USE ONLY,  
NOT FOR CONSTRUCTION

July 10, 2001 8:05:28 a.m.  
Drawing: CROSSDET.DWG (DCS)

W. DEXTER BENDER  
AND ASSOCIATES  
ENVIRONMENTAL & MARINE CONSULTING  
FORT MYERS, FL (941) 834-3680

### Palmas Del Sol

SHEET

REVISED:

# \* SKETCH AND DESCRIPTION \*

DESCRIPTION  
OF PALMAS DEL SOL CONDOMINIUM, PHASE 4  
(PRESERVATION AREA)  
LYING IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA,  
COUNTY OF LEE, LYING IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE  
24 EAST, BEING A PART OF TRACT "E", GULF HARBOUR  
YACHT AND COUNTRY CLUB SUBDIVISION AS RECORDED IN PLAT BOOK  
55, PAGES 6 THROUGH 27, PUBLIC RECORDS OF LEE COUNTY,  
FLORIDA, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30 AND  
THE SOUTHWEST CORNER OF SAID TRACT "E" OF GULF HARBOUR  
YACHT AND COUNTRY CLUB, THENCE ALONG THE WEST LINE OF SAID  
SECTION 30 AND SAID TRACT "E" N. 00°15'03"E FOR 72.02 FEET  
TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;  
THENCE LEAVING SAID WEST LINE, N. 37°31'10"E FOR 48.85 FEET;  
THENCE N. 00°15'03"E FOR 112.33 FEET, THENCE N. 00°15'03"E FOR  
72.02 FEET, THENCE N. 37°36'48"E FOR 36.09 FEET, THENCE  
N. 70°31'47"E FOR 56.77 FEET, THENCE N. 69°38'45"E FOR 108.89  
FEET, THENCE N. 72°51'33"E FOR 105.82 FEET, THENCE N. 67°41'24"E FOR 108.89  
FEET, THENCE N. 68°38'45"E FOR 124.00 FEET, THENCE  
N. 72°45'10"E FOR 124.00 FEET, THENCE N. 72°27'38"E FOR 16.54  
FEET, THENCE N. 72°30'45"E FOR 124.38 FEET, THENCE N. 68°31'37"E  
FOR 118.83 FEET, THENCE N. 73°17'21"E FOR 165.31 FEET TO THE  
NORTHWEST CORNER OF SAID TRACT "E" OF GULF HARBOUR YACHT AND  
COUNTRY CLUB PHASE ONE AS RECORDED IN PLAT BOOK 56, PAGES  
1 THROUGH 4, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE  
N. 12°55'53"W FOR 189 FEET, MORE OR LESS, TO THE MEAN HIGH  
WATER LINE OF THE CALOOSAHATCHEE RIVER; THENCE WESTERLY  
ALONG SAID MEAN HIGH WATER LINE FOR 1120 FEET, MORE OR LESS,  
TO AN INTERSECTION WITH SAID WEST LINE OF SECTION 30, BEARING  
N. 01°03'43"W, FROM THE POINT OF BEGINNING; THENCE ALONG SAID  
WEST LINE OF SECTION 30, S. 01°03'43"E, FOR 881 FEET, MORE OR  
LESS, TO THE POINT OF BEGINNING.

PARCEL CONTAINS 10.17 ACRES, MORE OR LESS.

PREPARED BY:

*Scott M. Shore*

5-1-2002

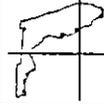
DATE

SCOTT M. SHORE  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LS# 5743

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

\* THIS IS NOT A SURVEY \*

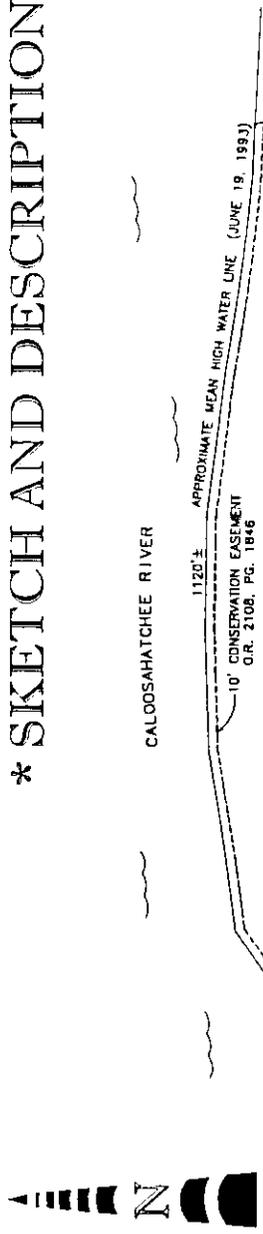
TITLE: PRESERVATION AREA / PALMAS DEL SOL



**MERIDIAN**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS-PLANNERS  
LBM 7071

2545 MARKET WAY, SUITE 112  
FORT MYERS, FLORIDA 33907  
PHONE: (813) 278-8573  
FAX: (813) 278-8467  
www.meridian.com

FILE NO.	2246SKDWG	FIELD BOOK NO.	N/A	PROJECT NO.	2246	SHEET	1 OF 1
DRAWN BY	DMA	DATE	1-2002	SCALE	1" = 200'	DESIGNED BY	SMS
DATE	5-1-2002					FILE NO. (8-1-4)	33-45-23



**PHASE 4**  
(PRESERVATION AREA)  
(10.172 ACRES)  
PART OF TRACT E  
GULF HARBOUR  
YACHT AND COUNTRY CLUB  
P.B. 55, PGS. 6-27

### NOTES

THE LEGAL DESCRIPTION AND PARCEL SKETCH DEPICTED HEREON ARE  
BASED ON INFORMATION ORIGINALLY PREPARED BY KAT SURVEY GROUP  
AND DEPICTED ON THE CONDOMINIUM PLANS PREPARED FOR PALMAS  
DEL SOL CONDOMINIUMS, RECORDED IN OFFICIAL RECORDS BOOK 3122  
AT PAGE 3893, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS SKETCH WAS PREPARED FOR EXHIBIT PURPOSES ONLY AND DOES  
NOT REPRESENT A BOUNDARY SURVEY AS SUCH.

SAID PARCEL SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND  
RESTRICTIONS OF RECORD; BEARINGS ARE BASED ON THE WEST LINE  
OF SAID SECTION 30 BEING N. 01°03'43"W AS PER THE AFOREMENTIONED  
CONDOMINIUM DOCUMENTS.

NO EFFORT HAS BEEN TAKEN TO VERIFY THE VALIDITY OF THE LEGAL  
DESCRIPTION DEPICTED HEREON BY EITHER FIELD MEASUREMENTS OR  
OFFICE CALCULATIONS.

### LEGEND

- P.O.B. POINT OF BEGINNING, PHASE TWO
- O.E. OFFICIAL RECORDS BOOK, LEE COUNTY PUBLIC RECORDS
- P.B. PLAT BOOK, LEE COUNTY PUBLIC RECORDS
- D.A. DEED AND UTILITY EASEMENT
- C.M. CONCRETE MONUMENT
- C.L. CONCRETE ELEVATION MONUMENT
- P.C.P. PERMANENT CONTROL POINT
- P.P.M. PERMANENT REFERENCE MONUMENT

Exhibit "D"