

195  
69

GRANT OF EASEMENT

3131375

OR 2267 PG 0852

RECORDED - CHARLIE GREEN, CLERK  
LEE COUNTY, FLORIDA

THIS INDENTURE made and executed this 23<sup>rd</sup> day of December, 1991,

by and between WESTINGHOUSE BAYSIDE COMMUNITIES, INC., whose post office address is: 9200 Bonita Beach Road, Bonita Springs, FL 33923; hereinafter called GRANTOR; and PELICAN LANDING COMMUNITY ASSOCIATION, INC., hereinafter called GRANTEE, whose post office address is: 9200 Bonita Beach Road, Bonita Springs, FL 33959:

WITNESSETH

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the GRANTOR hereby grants to GRANTEE, a non-exclusive 10 foot wide easement across and under the following described property in Exhibit "A" attached hereto and made a part hereof.

Subject to easements of record.

Documentary Tax Pd. \$ 60  
Intangible Tax Pd. \$ \_\_\_\_\_  
CHARLIE GREEN, CLERK, LEE COUNTY  
By [Signature] Deputy Clerk

PURSUANT TO said easement, GRANTEE shall have the right to construct, operate, maintain, repair and replace underground sanitary sewer service facilities as their business may from time to time require for the exclusive purpose of the transmission of sewer and for no other purpose. GRANTEE may clear and keep cleared obstructions from the surface and subsurface that might endanger the proper construction, operation and maintenance of said facilities.

TO HAVE AND TO HOLD the easement hereby granted unto said GRANTEE, its successors and assigns.

GRANTEE by acceptance of this easement agrees: to maintain said easement and in no way interfere, at any time with the right of ingress or egress of GRANTOR, or any other party requiring access to any of the property over which said easement is granted; and to repair and/or replace any pavement, landscaping or other improvements which it may disturb, damage or destroy in the construction, operation or maintenance of said facilities, in and under the said property.

In the event GRANTEE shall cease to use this easement for the purposes intended, then GRANTEE shall vacate said easement or relevant part thereof.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed  
in his name the day and year first above written.

Signed, sealed and delivered  
in the presence of:

WESTINGHOUSE BAYSIDE COMMUNITIES, INC.

*Ram R. Lallen*

*[Signature]*

Samuel L. Crouch, Executive Vice-President

*David Caldwell*

STATE OF FLORIDA )  
COUNTY OF LEE )

I HEREBY CERTIFY that on this day before me, an officer authorized to take  
acknowledgements personally appeared Samuel L. Crouch, to me well known, and  
acknowledged that he, as Executive Vice-President of Westinghouse Bayside  
Communities, Inc., executed the forgoing, thereunto duly authorized.

IN WITNESS WHEREOF I have hereunto set my hand and affixed by official seal  
at *Bonita Springs* in the County and State aforesaid, this the *23<sup>rd</sup>* day of  
*December*, A.D. 1991.

*Ram R. Lallen*  
Notary Public

My commission expires:

This instrument prepared by:

Vivien N. Hastings, Esquire  
801 Laurel Oak Drive, Suite 500  
Naples, FL 33963

Notary Public  
State of Florida at Large  
My Commission Expires  
October 30, 1993

DR2267 PG0853

LEGAL DESCRIPTION

PELICAN LANDING PARCEL "A"  
PROPOSED SANITARY SEWER EASEMENT

A portion of the Southwest one-quarter of Section 16, Township 47 South, Range 25 East, Lee County, Florida; being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest one-quarter of said Section 16; thence  $N00^{\circ} 41'04''W$  along the Westerly boundary of the Northwest one-quarter of said Section 16 a distance of 125.48 feet to a point on the arc of a non-tangent circular curve concave to the Northeast; (a radial line through said point bears  $N40^{\circ} 09'27''E$ ); thence Southeasterly along the arc of said curve having for its elements a radius 1050.00 feet, a central angle of  $20^{\circ} 49'20''$ , an arc distance of 381.59 feet, a chord distance of 379.49 feet, and a chord bearing of  $S60^{\circ} 15'13''E$  to a point of tangency; thence  $S70^{\circ} 39'53''E$  a distance of 284.32 feet to the northernmost corner of Pelican Landing Unit Four as recorded in Plat Book 49, pages 1-4 of the public records of Lee County, Florida; thence continue  $S70^{\circ} 39'53''E$  along the northeasterly boundary of said plat a distance of 774.88 feet to a point of curvature of a circular curve concave to the Southwest; thence Southeasterly along the arc of said curve having for its elements a radius of 1630.00 feet, a central angle of  $17^{\circ} 38'46''$ , an arc distance of 502.01 feet, a chord distance of 500.03 feet and a chord bearing of  $S61^{\circ} 50'31''E$  to a point of tangency; thence  $S53^{\circ} 01'08''E$  a distance of 214.92 feet (the preceding three (3) courses being coincidental with the Northeasterly boundary of Pelican Landing Unit Four as recorded in Plat Book 49, pages 1-4 of the public records of Lee County, Florida); thence  $S36^{\circ} 58'52''W$  along the Southerly right-of-way line of Pennyroyal Drive as shown on said Plat) a distance of 93.39 feet to the POINT OF BEGINNING; thence  $S53^{\circ} 01'08''E$  a distance of 48.61 feet; thence  $S37^{\circ} 17'48''W$  a distance of 10.00 feet; thence  $N53^{\circ} 01'08''W$  a distance of 48.56 feet to a point on the Southerly right-of-way line of Pennyroyal Drive as shown on said Plat; thence  $N36^{\circ} 58'52''E$  along said Southerly right-of-way line 10.00 feet to the POINT OF BEGINNING.

OR 267 PG0854

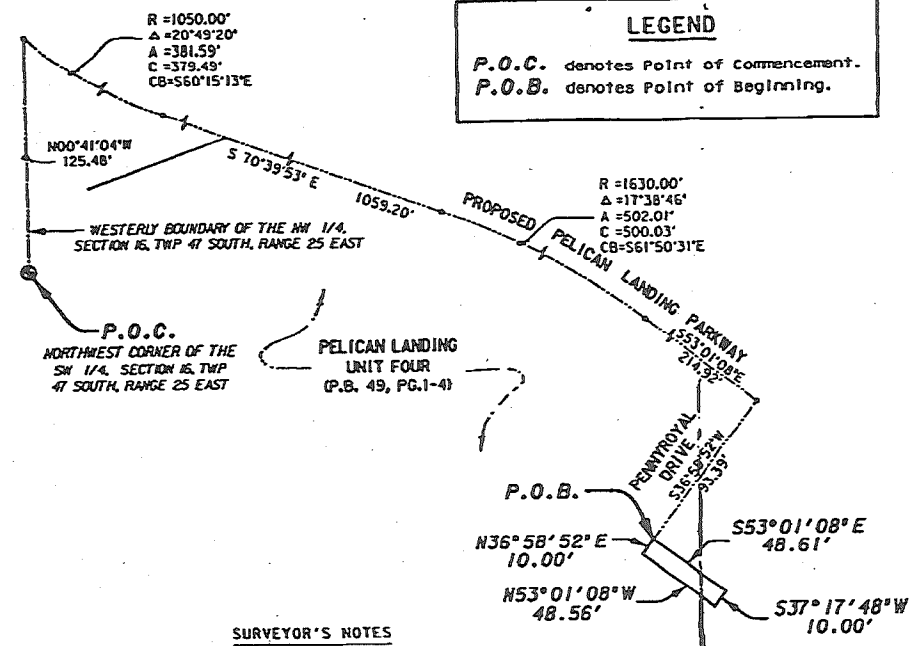
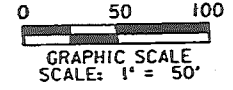
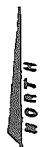
EXHIBIT A

12/23/11  
E

NOTE: THIS IS NOT A SURVEY.

**LEGEND**

P.O.C. denotes Point of Commencement.  
P.O.B. denotes Point of Beginning.



SURVEYOR'S NOTES

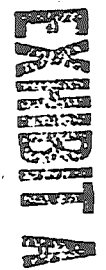
1. Reproductions of this sketch are not valid unless imprinted with the raised surveyor's seal of the undersigned Registered Land Surveyor.
2. Bearings shown hereon are based upon an assumed meridian fixing the Westerly boundary of the Northwest One-Quarter of Section 16, Township 47 South, Range 25 East, Lee County, Florida as N00°41'04"W.
3. The sketch shown hereon is for graphic representation only and does not represent a boundary survey.
4. This sketch was prepared without benefit of a title abstract.

SURVEYOR'S CERTIFICATE

We hereby certify to the best of our knowledge and belief that this sketch is a true and correct representation of the real property as described on Sheet 2 of 2 attached hereto. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 21HH-6, Florida Administrative Code.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

*[Signature]*



CHARLIE GREEN LEE CITY FL  
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OR 2267 PG 855