

24.00
.60

3135361

GRANT OF EASEMENT

THIS INDENTURE made and executed this 31st day of December, 1991 by and between CENTEX REAL ESTATE CORPORATION, a Nevada corporation authorized to do business in Florida, whose address is 3000 Immokalee Road, Suite A, Naples, Florida 33942 (hereinafter called "Grantor") and PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter called "Grantee").

OR 2269 PG 1 14

R E C I T A L S :

- A. WESTINGHOUSE BAYSIDE COMMUNITIES, INC. ("WBC") is the developer of certain property located in Lee County, Florida, known as Pelican Landing;
- B. Pursuant to a conveyance from WBC, GRANTOR has acquired a parcel of land consisting of approximately 14 acres in Pelican Landing, Lee County, Florida known as Parcel "A" (hereinafter referred to as the "Centex Property");
- C. GRANTEE is the master community association for Pelican Landing;
- D. Lakemont Cove Condominium Association, Inc. ("Condominium Association") is the neighborhood condominium association to be formed for the Centex Property; and
- E. GRANTOR wishes to convey to GRANTEE access to and use of a portion of a bike path on Centex Property.

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) and good and valuable consideration, receipt of which is hereby acknowledged, the GRANTOR, and its successors and assigns, hereby grants to GRANTEE, its successors and assigns, a non-exclusive easement for access and use including maintenance, repair and landscaping, over, on and through the bike path on Centex Property as more particularly described on Exhibit "A" attached hereto and made a part hereof, for the benefit of GRANTEE, its successors and assigns and GRANTEE's members and their guests, lessees and invitees.

by Lee Pd. 5
 Public Use Pd.
 CHARLIE GREEN, CLERK, LEE COUNTY
 Deputy Clerk

RECORDED VERIFIED - CHARLIE GREEN, CLERK
 BY: Kay Tanner, D.C.

GRANTEE agrees for itself and its successors and assigns to maintain and repair the bike path and landscaping thereon within said Easement, in perpetuity, at their sole cost and expense, and not interfere with the right of ingress or egress of GRANTOR or any other party requiring access to the property over which said Easement is granted.

In the event that GRANTEE, its successors or assigns, shall abandon or fail to use this Easement for the purposes intended, then GRANTOR, its successors or assigns, may, in their discretion, vacate said Easement or relevant part thereof.

THIS GRANT OF EASEMENT shall be a covenant running with the land and shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

GRANTEE, its successors and assigns, agree to indemnify and hold harmless GRANTOR from and against any and all obligations, claims, liabilities, damages and/or causes of action, expenses or fees (including reasonable attorneys' fees through trial and appellate levels) which may arise out of, or result from, occupancy or use of the bike path within said Easement.

GRANTOR shall have the right to assign its rights, duties and obligations hereunder to the Condominium Association after its formation.

GRANTEE may only assign its rights and obligations under this Grant of Easement without the consent of GRANTOR, to Westinghouse Bayside Communities, Inc. ("WBC) or any affiliate of WBC. The term "affiliate" shall mean any entity controlled by, controlling or under common control with WBC. Any other assignment shall require the prior written consent of GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized the day and year first above written.

Signed, sealed and delivered in the presence of





CENTEX REAL ESTATE CORPORATION

By: 

Joseph Arcisz
Division President

STATE OF FLORIDA
COUNTY OF Gakkak Lee

The foregoing Grant of Easement was acknowledged before me
this 31st day of December, 1991, by Joseph Arcisz
as Division President of CENTEX REAL ESTATE CORPORATION, a
Nevada corporation, on behalf of the corporation.



HILDA G. HOLZHAUER
MY COMMISSION EXPIRES
March 15, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Hilda G. Holzhauser
Notary Public
My Commission Expires:

3/15/95

Signed, sealed and delivered
in the presence of

Hilda G. Holzhauser
W. Thomas Givner

PELICAN LANDING
COMMUNITY ASSOCIATION, INC.

By: Samuel Crouch
President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Grant of Easement was acknowledged before me
this 31st day of December, 1991, by Samuel Crouch as
President of PELICAN LANDING COMMUNITY ASSOCIATION, INC. a Florida
not-for-profit corporation, on behalf of the corporation.

This instrument prepared by:
Vivien N. Hastings, Esq.
801 Laurel Oak Drive, #500
Naples, Florida 33963

LEGAL DESCRIPTION**PELICAN LANDING PARCEL "A"
PROPOSED SIDEWALK 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°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°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°49'20"**, an arc distance of 381.59 feet, a chord distance of 379.49 feet, and a chord bearing of **S60°15'13"E** to a point of tangency; thence **S70°39'53"E** 1059.20 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°38'46"**, an arc distance of 502.01 feet, a chord distance of 500.03 feet and a chord bearing of **S61°50'31"E** to a point of tangency; thence **S53°01'08"E** 252.42 feet to the **POINT OF BEGINNING**; thence **S53°01'08"E** a distance of 78.49 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said curve having for its elements a radius of 1460.00 feet, a central angle of **20°56'41"**, a chord bearing of **S63°29'28"E**, a chord distance of 530.75 feet, an arc distance of 533.71 feet; thence **S16°02'11"W** a distance of 14.00 feet to a point on the arc of a non-tangent circular curve, concave to the Northeast; thence Northwesterly along the arc of said curve having for its elements a radius of 1474.00 feet, a central angle of **20°56'41"**, a chord bearing of **N63°29'28"W**, a chord distance of 535.83 feet, and arc distance of 538.83 feet; thence **N53°01'08"W** a distance of 107.71 feet to a point on the arc of a non-tangent circular curve concave to the Southwest; thence Southeasterly along the arc of said curve having for its elements a radius of 37.50 feet, a central angle of **51°11'43"**, a chord bearing of **S78°36'59"E**, a chord distance of 32.40 feet, an arc distance of 33.51 feet to the **POINT OF BEGINNING**.

08-257.10
fm-WP-a5

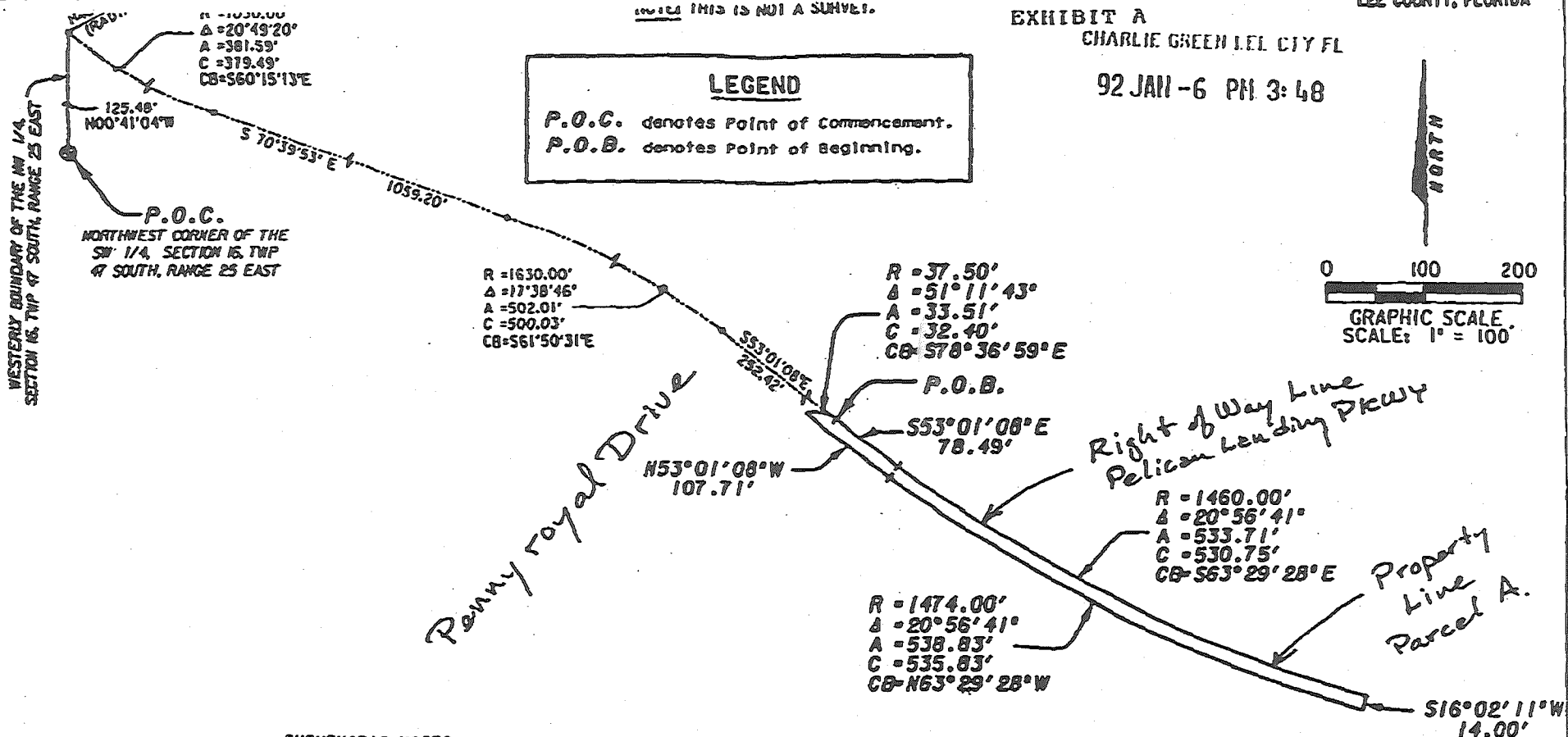
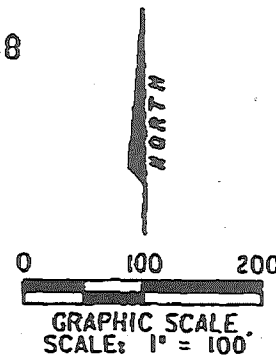
EXHIBIT A

EXHIBIT A
CHARLIE GREEN I.E.L. CITY FL

92 JAN -6 PM 3:48

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.
5. Legal description prepared by Post, Buckley, Schuh & Jernigan, Inc.

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 21XX-6, Florida Administrative Code.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

Richard L. McCarter
Richard L. McCarter
Registered Land Surveyor No. 3875
State of Florida



ENGINEERS, PLANNERS & SURVEYORS
6326 PRESIDENTIAL COURT
FORT MYERS, FLORIDA 33919
8893-482-7275

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PARCEL 'A' AT PELICAN LANDING
PROPOSED SIDEWALK EASEMENT

DATE: DEC. 9, 1991	JOB No. 08-257.11
Rev	Scale 1"=100'
Rev	Drawn By CADD
Rev	10% RLM
Rev	SHEET 1 OF 2

69 PG 118