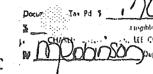


RECORD VERFIED - CHARLIC GREN, CLEM & & DY: FLEY JO RESTROAL D.C. &

3284906 Grant of utility easement



It is hereby agreed that Pelican Landing Community Association, Inc. the successor in interest to the Pelican's Nest Community Association and Westinghouse Communities of Naples, Inc., hereinafter referred to as the "Grantor" whose address is 9200 Bonita Beach Road, Suite 101, Bonita Springs, FL 33923, in consideration for Ten (\$10.00) Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, unto the BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT, a chapter 190 F.S. district, hereinafter referred to as the "Grantee" whose address is 10300 11th Manor NW, Coral Springs, FL 33071, and to its successors and assigns, a non-exclusive easement and right-of-way upon; over, across or below the surface of the following described lands of the Grantor, situated in Lee County, Florida; more particularly described as follows:

All of Tracts B, D and E of Pellcan's Nest UNIT ONE being the road right-of-way as shown on the plat thereof PB41, pages 58-60, which are known as Pennyroyal Drive and Bay Creek Drive, and

All of Tract C of Pelican's Nest UNIT TWO being the road right-of-way as shown on the plat thereof recorded at PB44, pages 27-31, which is known as Goldcrest Drive, Blue Sage Court and Bay Creek Drive,

All of Lakemont Drive right-of-way as described on Exhibit A attached hereto, for the purposes of construction, operation, maintenance, improving or replacing of irrigation/reuse water mains, laterals, valves and all normal appurtenances thereto, together with the right and privilege to inspect, after, remove or relocate such lines, facilities and appurtenances thereto within the easement herein granted, with all rights and privileges necessary or convenient for the full use or enjoyment thereof for the above-stated purposes.

The Grantor, however, reserves the right and privilege to use the above-described lands for any and all other purposes except as would interfere with the Grantee's use, occupation or enjoyment thereof.

Grantee, by acceptance of this easement agrees for itself, its successors and assigns, not to interfere at any time with the right of ingress or egress of Grantor, its

successors and assigns, or any other party requiring access to any of the property over which said easement is granted.

If in performing the purposes for which this easement is granted, Grantee disturbs the surface condition of the land, Grantee, to the extent reasonably possible, Is required to restore the surface of land to the condition as it existed at the time of the grant of this easement.

Executed this 64 day of	Spremby, 1992.
Signed, sealed and delivered in the presence of: Standich Caldwoll Joann France	WESTINGHOUSE COMMUNITIES OF NAPLES, INC. BY: Westinghouse communities of naples, Inc. BY: Westinghouse communities of naples, Inc.
Signed, sealed and delivered in the presence of: David Carlawell Dawn Juin	PELICAN LANDING COMMUNITY ASSOCIATION, INC. BY: Why Hi. Schmoyer, President
STATE OF FLORIDA)) SS. COUNTY OF LEE)	ton primer

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Jerry H. Schmoyer, personally know by me to be Vice President of Westinghouse Communities of Naples, Inc. and President of the Pelican Landing Community Association, inc. described herein and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesald this day of October, 1992.

My Commission Expires:

Notary Public Joann Finn

JOANN FINN By Publo-State of Florida Thelon Eleptos JUL, 31,1035 COAMA CO117869

This instrument prepared by: Vivien Hastings, Esq. Westinghouse Bayside Communities, Inc. 9200 Bonila Beach Road, Suite 101 Bonita Springs, FL 33923

W.O. 1899

Ref: D-818-17 Date: December 28, 1990 Revised: January 17, 1991

Street Light Easement (45.00 feet wide) lying over and across part of Section 17, Township 47 South, Range 25 East, Lee County, Florida, and lying 22.50 feet on each side of the following described centerline:

FROM the East ¼ corner of said Section 17 run N89° 58'28"W along the North line of the Southeast Quarter (SE ¼) of said Section 17 for 773.50 feet; thence S04° 36'26"E for 325.92 feet; thence N80° 32'00"E for 22.58 feet to the POINT OF BEGINNING of the centerline herein described;

From said Point of Beginning run S04° 36′26″E for 86.63 feet; thence southeasterly 183.28 feet along the arc of a circular curve concave to the northeast, having a radius of 227.50 feet; through a central angle of 46° 09′34″ and being subtended by a chord which bears S27° 41′13″E for 178.37 feet; thence S50° 46′00″E for 245.98 feet; thence southeasterly, easterly and northeasterly for 201.91 feet along the arc of a circular curve concave to the northeast, having a radius of 227.50 feet, through a central angle of 50° 51′04″ and being subtended by a chord which bears S76° 11′32″E for 195.35 feet; thence N78° 22′56″E for 191.30 feet; thence easterly and southeasterly 72.29 feet along the arc of a circular curve concave to the southwest, having a radius of 150.00 feet, through a central angle of 27° 36′48″ and being subtended by a chord which bears S87° 48′39″E for 71.59 feet to the East line of said Section 17 and the Easterly Terminus of said centerline.

The side lines of said easement extend or shorten to meet the West line of Tract J, Replat of Tract E Pelican Landing Unit Three as recorded in Plat Book 47 at Pages 25 and 26 of the Public Records of Lee County, Florida.

SECUL SAETH LEE CLA LE

