

INSTR # 5217509
OR BK 03472 PG 1273

This Document was Prepared By:
Eric M. Borgla, Esq.
Goodlette, Coleman & Johnson, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

RECORDED 08/22/01 03:49 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 60.00
DEPUTY CLERK A Janke

**CREATION OF EASEMENTS AND TERMINATION OF NON-EXCLUSIVE
PARKING AND ACCESS EASEMENT AGREEMENT**

This Creation of Easements and Termination of Non-Exclusive Parking and Access Easement Agreement ("Agreement") is made this 20 day of June, 2001, by PELICAN'S NEST GOLF CLUB, INC., a Florida not-for-profit corporation ("PNGC" or "Grantor") and WCI COMMUNITIES, INC., a Delaware corporation ("WCI") and PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("PLCA") (collectively the "Grantees").

WITNESSETH

WHEREAS, PNGC is the owner of the land legally described in Exhibits "A", "B" and "C" attached hereto and made a part hereof (collectively the "Easement Property" or "Burdened Property"); and

WHEREAS, WCI is the owner of the land legally described in "Exhibit "D" attached hereto and made a part hereof, which land includes that certain dining facility ("Dining Facility"); and PLCA is the owner of the land legally described in Exhibit "E" attached hereto and made a part hereof, which land includes that certain dockage facility ("Dockage Facility") (collectively the "Benefitted Property" or "Redfish Point Facilities"); and

WHEREAS, on April 1, 1998, PNGC and WCI entered into that certain Non-Exclusive Parking and Access Easement, recorded in Official Records Book 2978, Pages 3380 through 3388, inclusive, of the Public Records of Lee County, Florida (the "Old Easement"); and

WHEREAS, PNGC and WCI desire to terminate the Old Easement and replace the Old Easement with a replacement non-exclusive parking and access easement in favor of Grantees over the property described in Exhibit "A" attached hereto ("Replacement Parking Easement" or "Club Parking Area"); and

WHEREAS, in furtherance of the granting of the Replacement Parking Easement, PNGC desires to grant to Grantees a five (5) foot wide pedestrian ingress/egress easement over the real property owned by PNGC and legally described in Exhibit "B" attached hereto (the "Pedestrian Easement"); and

WHEREAS, PNGC desires to grant to WCI an easement over the real property owned by PNGC lying to the west of and abutting the terminus of the southwesterly portion of Goldcrest Drive and extending onto the Pelican's Nest Clubhouse service area. The southern boundary of such easement partially abuts the northern boundary of the Pedestrian Easement and is legally described in Exhibit "C" attached hereto (the "Service Area Easement");

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination of Easement. The Old Easement is hereby terminated and of no further force and effect.
2. Grant of Replacement Parking Easement. PNGC hereby grants to Grantees, their employees, members, guests, agents and invitees, a non-exclusive easement for the sole purpose of legal and physical access, motor vehicle parking and ingress and egress over, across and upon the Club Parking Area described in Exhibit "A".
3. Grant of Pedestrian Easement. PNGC hereby grants to Grantees, their employees, members, guests,

agents and invitees a non-exclusive five (5) foot wide pedestrian access easement over the Pedestrian Easement described in Exhibit "B" for the sole purpose of providing legal and physical pedestrian access, ingress and egress over, across, upon and between the Benefitted Property and the Club Parking Area.

4. Grant of Service Area Easement. PNGC hereby grants to WCI, its employees, agents, invitees, and maintenance and service vehicles a non-exclusive easement over the Service Area Easement described in Exhibit "C" for the sole purpose of providing legal and physical access, ingress and egress over, across and upon the Service Area Easement from the terminus of the southwesterly portion of Goldcrest Drive.

Furthermore, PNGC grants to WCI, its employees, agents and invitees (but not motor vehicles) a non-exclusive easement over the Service Area Easement for the sole purpose of providing legal and physical access, ingress and egress over, across, upon and between that portion of the Service Area Easement which abuts the Pedestrian Easement.

5. Maintenance of Easements. PNGC, at its expense, shall maintain the Replacement Parking Easement, Pedestrian Easement and Service Area Easement (collectively the "Easements" or "Easement Property") in good and operating condition, including without limitation maintenance of adequate lighting and shall perform reasonable maintenance activities and repairs in a manner which does not eliminate or unduly restrict the availability of the Easements to Grantees, as applicable, except due to emergency, unanticipated or unavoidable conditions. PNGC shall keep the Easements lighted during the hours of dusk through closing of the Redfish Point Facilities. WCI and PLCA shall provide quarterly to PNGC a schedule of hours for the Redfish Point Facilities. WCI and PLCA shall pay to PNGC the cost of repairing any damage to their respective Easements caused by any act or omission of Grantees, their employees, members, invitees, agents and guests, promptly upon receipt of an invoice for the cost of any such repair.

6. Restriction of Use of Easements.

(a) PNGC acknowledges that the Dining Facility is currently a dining facility, but may in the future be utilized for another purpose of no greater intensity. PNGC and Grantees agree that the parking of vehicles at the Club Parking Area and the use of the Pedestrian Easement by persons claiming under Grantees shall be restricted to the following:

- (1) all persons utilizing the Redfish Point Facilities; and
- (2) employees of Grantees employed at the Redfish Point Facilities.

(b) PNGC and WCI agree that the parking of vehicles upon the Service Area Easement by persons claiming under WCI shall be restricted to service and maintenance vehicles only when incident to, and no longer than necessary for, the servicing of the Dining Facility.

The parties understand and agree that the Easements created herein are for the above described purposes only, and such use shall be reasonable, given the commercial usage, size and purpose of the Redfish Point Facilities. To the extent that such use exceeds such standards of reasonableness and impairs PNGC's use of its property, PNGC may impose reasonable restrictions on such excess usage of the Redfish Point Facilities, provided notice in writing is first given to Grantees describing the unreasonable excess usage and the nature of the restrictions PNGC intends to impose. PNGC shall have the authority to tow any unauthorized vehicles in the Service Area Easement and in the Club Parking Area without any liability, cost or expenses, provided that PNGC complies with applicable Florida law regarding towing of vehicles.

7. Rights Reserved. Except for such uses as may interfere with the exercise of any rights granted herein, PNGC hereby reserves the right to full use and enjoyment of its property, and the right to re-stripe the parking spaces and/or relocate the Club Parking Area. Notwithstanding the foregoing, any re-striping or relocating of parking spaces shall not result in the number of parking spaces being less than 131.

8. Dining Facility and Dock Facility Expansion. The Dining Facility and the Dock Facility, or such other existing facility, may be expanded only if such expansion will not have a material adverse effect upon the Easement Property and PNGC's overall parking area and needs.

9. Binding Effect. These Easements shall run with the legal title to the Easement Property and shall be binding on and shall inure to the benefit of the parties hereto, the respective grantees, successors, assigns and successors in title (or other third party). Grantees' obligations shall run with and burden the owners of the Benefitted Property.

10. Indemnification. Grantees hereby indemnify and hold PNGC and its successors and assigns, harmless from and against any and all losses, costs, damages, liabilities, expenses, penalties (including attorney fees at trial and all appellate levels) incurred or sustained by PNGC, its successors and assigns, as a result of any act or omission of Grantees or their successors, members, employees, agents, representatives, guests and invitees, with respect to the use, operation, maintenance, or having access to their respective Easements, except to the extent the same is caused by the negligent or willful act or omission of PNGC, its invitees, members, guests, agents, employees, or representatives.

11. Insurance. The Grantees shall maintain liability insurance coverage on their respective Easements, in amounts as reasonably required by PNGC, naming PNGC as additional insured.

12. No Assignment. This Agreement may not be assigned and any purported assignment of this Agreement or any interest therein shall be void and of no force and effect.

(a) Exception. In the event that the portion of the Redfish Point Facilities owned by WCI are conveyed to PLCA, WCI may assign its interest in the Easements created herein to PLCA.

13. Attorney's Fees. In the event legal action is instituted to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in enforcing its rights hereunder, whether the same are incurred at the trial or appellate level.

IN WITNESS WHEREOF, the parties have executed this Creation of Easements and Termination of Non-Exclusive Parking and Access Easement Agreement as of the day and year first above written.

GRANTOR:

PELICAN'S NEST GOLF CLUB, INC.
A Florida not-for-profit corporation

By: Joseph Millard
Joseph Millard
President

Witnesses:

Linda M. Woychik
(Sign)

LINDA M. WOYCHIK
(Print)

Dana M. Aerts
(Sign)

Dana M. Aerts
(Print)

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared Joseph Millard, known to me and known by me to be the President of Pelican's Nest Golf Club, Inc., a Florida not-for-profit corporation and he acknowledged before me that he executed the foregoing as such officer for and on behalf of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of Aug., 2001.



Susan R. Dinino
Commission # DD 014838
Expires May 13, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Susan R. Dinino
Notary Public
Printed Name: Susan R. Dinino
My Commission Expires: 5-15-05

(Official Seal)

Witnesses:

Laurel Siterly
(Sign)

LAUREL SITERLY
(Print)

Melanie Scire
(Sign)

MELANIE SCIRE
(Print)

Laurely Siterly
(Sign)

LAURELY SITERLY
(Print)

Melanie Scire
(Sign)

MELANIE SCIRE
(Print)

GRANTEES:

WCI COMMUNITIES, INC.,
a Delaware corporation

By: Vivien Hastings

Print Name: VIVIEN D. HASTINGS

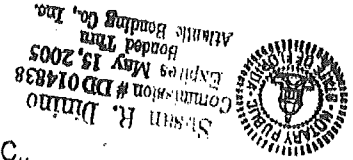
Its: SENIOR VICE PRESIDENT

PELICAN LANDING COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
corporation

By: Stefan Johansson

Print Name: Stefan Johansson

Its: Vice President



"A"
1 OF 2

LEGAL DESCRIPTION:

A NON-EXCLUSIVE PARKING AND ACCESS EASEMENT DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 8, THE COVENTRY AS RECORDED IN PLAT BOOK 52, PAGE 20-22 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA. THENCE RUN N30°18'07"E ALONG THE EAST LOT LINE OF SAID LOT NO. 8 FOR A DISTANCE OF 144.42' FEET; THENCE N25°43'47"E FOR A DISTANCE OF 39.50' FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE BEING CONCAVE TO THE NORTHEAST HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 335.00' FEET, A DELTA ANGLE OF 23°15'46", A CHORD BEARING AND DISTANCE OF S75°54'00"E AND 135.08' FEET FOR A DISTANCE OF 136.01' FEET; THENCE N02°28'07"E A DISTANCE OF 45.00' FEET TO A POINT ON A CURVE AND THE NORTHERLY RIGHT-OF-WAY LINE OF GOLDCREST DRIVE; THENCE WESTERLY ALONG THE ARC OF A CURVE BEING CONCAVE TO THE NORTHEAST HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 290.00' FEET, A DELTA ANGLE OF 5°58'18", A CHORD BEARING AND DISTANCE OF N84°33'45"W AND 30.04' FEET FOR A DISTANCE OF 30.05' FEET TO THE POINT OF BEGINNING; THENCE N03°42'28"W FOR A DISTANCE OF 76.01' FEET; THENCE N00°37'04"W FOR A DISTANCE OF 78.40' FEET; THENCE N17°04'45"W FOR A DISTANCE OF 126.33' FEET; THENCE N32°22'43"W FOR A DISTANCE OF 92.65' FEET; THENCE N11°21'19"E FOR A DISTANCE OF 83.22' FEET; THENCE N56°52'33"E FOR A DISTANCE OF 326.75' FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE BEING CONCAVE TO THE NORTHWEST HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 460.00' FEET, A DELTA ANGLE OF 19°25'02", A CHORD BEARING AND DISTANCE OF N47°10'02"E AND 155.15' FEET FOR A DISTANCE OF 155.89' FEET; THENCE S51°39'10"E FOR A DISTANCE OF 6.93' FEET; THENCE S38°20'50"W FOR A DISTANCE OF 24.23' FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE BEING CONCAVE TO THE SOUTHEAST HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 267.50' FEET, A DELTA ANGLE OF 35°57'21", A CHORD BEARING AND DISTANCE OF S20°22'09"W AND 165.13' FEET FOR A DISTANCE OF 167.87' FEET TO A POINT OF TANGENCY; THENCE S02°23'28"W FOR A DISTANCE OF 270.78' FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE BEING CONCAVE TO THE NORTHEAST HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 202.50' FEET, A DELTA ANGLE OF 38°08'32", A CHORD BEARING AND DISTANCE OF S16°40'48"E AND 132.33' FEET FOR A DISTANCE OF 134.81' FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE WEST HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 30.00' FEET, A DELTA ANGLE OF 73°59'49", A CHORD BEARING AND DISTANCE OF S01°14'51"W AND 36.11' FEET FOR A DISTANCE OF 38.74' FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE BEING CONCAVE TO THE NORTHWEST HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 290.00' FEET, A DELTA ANGLE OF 80°09'37", A CHORD BEARING AND DISTANCE OF S68°19'35"W AND 290.70' FOR A DISTANCE OF 304.49' FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

BEARINGS ARE BASED UPON THE EASTERLY LINE OF TRACT M, PELICAN LANDING UNIT FIVE PLAT BOOK 59, PAGES 11-16 BEING S08°59'22"W.

PARCEL CONTAINS 3.45 ACRES, MORE OR LESS.

NOTES:

1. THIS IS NOT A SURVEY.
2. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNERS EMBOSSED SEAL.

Ronald Kerfoot 3/2/2001
 RENEAL KERFOOT
 PROFESSIONAL LAND SURVEYOR #2994

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared DAVID D. HASTINGS known to me and known by me to be the SENIOR VICE PRESIDENT of WCI Communities, Inc., a Delaware corporation, and who acknowledged before me that he/she executed the foregoing as such officer for and on behalf of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of JULY, 2001.

Laurel Y. Sitterly
Notary Public
Printed Name: LAUREL Y. SITTERLY
My Commission Expires:

(Official Seal)



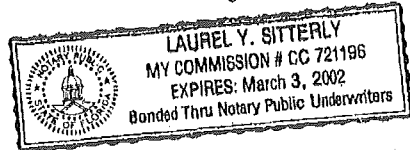
STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared STEFAN JOHANSSON known to me and known by me to be the VICE PRESIDENT of Pelican Landing Community Association, Inc., a Florida not-for-profit corporation, and who acknowledged before me that he/she executed the foregoing as such officer and on behalf of said corporation. He is personally known to me.

WITNESS my hand and official seal in the said County and State last aforesaid this 20 day of JUNE, 2001.

Laurel Y. Sitterly
Notary Public
Printed Name: LAUREL Y. SITTERLY
My Commission Expires:

(Official Seal)



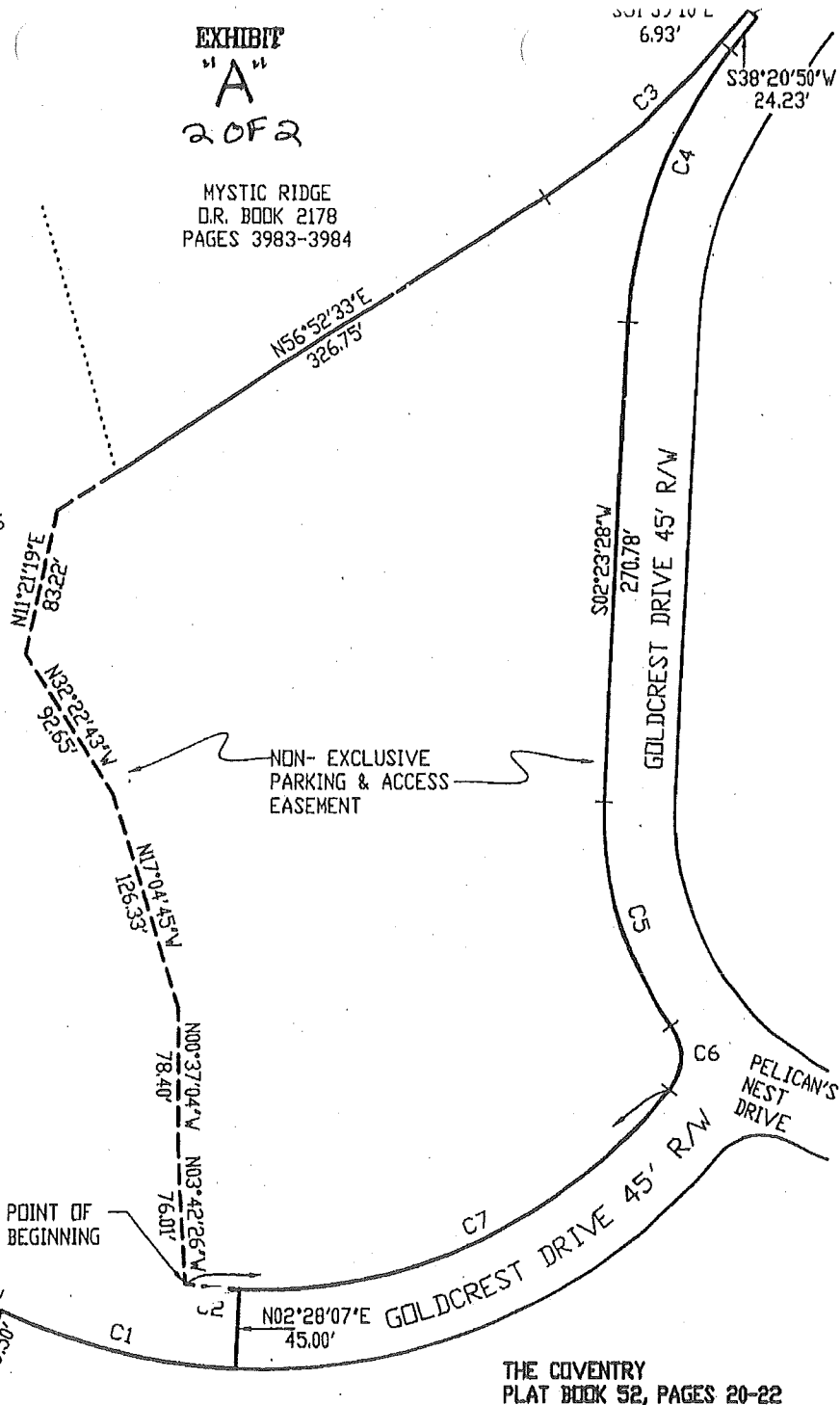


SCALE = 1" = 80'

EXHIBIT
"A"
2 OF 2

MYSTIC RIDGE
D.R. BOOK 2178
PAGES 3983-3984

TRACT Q
PELICAN LANDING
UNIT FIVE
PLAT BOOK 59, PAGES 11-16



THE COVENTRY
PLAT BOOK 52, PAGES 20-22

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	DISTANCE
C1	335.00'	23°15'46"	136.01'	S75°54'00"E	135.08'
C2	290.00'	5°56'16"	30.05'	N64°33'45"W	30.04'
C3	460.00'	19°25'02"	155.89'	N47°10'02"E	155.15'
C4	267.50'	35°57'21"	167.87'	S20°22'09"W	165.13'
C5	202.50'	38°08'32"	134.81'	S16°40'48"E	132.33'
C6	30.00'	73°59'49"	38.74'	S01°14'51"W	36.11'
C7	290.00'	60°09'37"	304.49'	S68°19'35"W	290.70'

NOTES:

1. THIS IS NOT A SURVEY.
2. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNERS EMBOSSED SEAL.
3. BEARINGS ARE BASED UPON THE EASTERLY LINE OF TRACT M, PELICAN LANDING UNIT FIVE PLAT BOOK 59, PAGES 11-16 BEING S 08°59'22" W.

Ronald Kerfoot 3/2/2001

RONALD KERFOOT
PROFESSIONAL LAND SURVEYOR #2994

JOHN J. RUSKAI P.E., INC.
Engineers, Planners and Surveyors

JJR INC.

Planning Zoning Engineering Surveying Environmental Permitting

2320 HANCOCK BRIDGE PARKWAY, No. 114, CAPE CORAL, FLORIDA 33909
PHONE: 941-458-8544 FAX: 941-458-2233

PELICAN'S NEST CLUBHOUSE

SKETCH OF DESCRIPTION

DK 03472 PG 1279

"B"
1 OF 2

LEGAL DESCRIPTION:

A FIVE (5') FEET WIDE PEDESTRIAN INGRESS/EGRESS EASEMENT
OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL.

COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 8, THE COVENTRY AS RECORDED
IN PLAT 52, PAGES 20-22 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
THENCE N59°41'53"W FOR A DISTANCE OF 179.27' FEET; THENCE N31°22'02"E FOR A
DISTANCE OF 89.73 TO THE POINT OF BEGINNING; THENCE S57°57'40"E FOR A
DISTANCE OF 20.41' FEET; THENCE S81°10'28"E FOR A DISTANCE OF 83.92' FEET;
THENCE N51°35'24"E FOR A DISTANCE OF 76.45' FEET; THENCE N73°22'42"E FOR A
DISTANCE OF 39.45' FEET; THENCE S71°46'31"E FOR A DISTANCE OF 114.17' FEET;
THENCE N53°03'22"E FOR A DISTANCE OF 12.54' FEET; THENCE N20°00'45"E FOR A
DISTANCE OF 15.16' FEET; THENCE N71°13'06" FOR A DISTANCE OF 19.88' FEET;
THENCE N02°28'07"E FOR A DISTANCE OF 5.36' FEET; THENCE S71°13'06"W FOR A
DISTANCE OF 24.02' FEET; THENCE S20°00'45"W FOR A DISTANCE OF 16.07' FEET;
THENCE S53°03'22"W FOR A DISTANCE OF 8.45' FEET; THENCE N71°46'31"W FOR A
DISTANCE OF 113.13' FEET; THENCE S73°22'42"W FOR A DISTANCE OF 41.98' FEET;
THENCE S51°35'24"W FOR A DISTANCE OF 74.09' FEET; THENCE N61°10'28"W FOR A
DISTANCE OF 80.46' FEET; THENCE N57°57'40"W FOR A DISTANCE OF 20.33' FEET;
THENCE S31°22'02"W FOR A DISTANCE OF 5.00' FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF
RECORD.

BEARINGS ARE BASED UPON THE EASTERLY LINE OF TRACT M, PELICAN LANDING UNIT
FIVE, PLAT BOOK 59, PAGES 11-16 BEING S08°59'22"W.

PARCEL CONTAINS 0.04 ACRES, MORE OR LESS.

NOTES:

1. THIS IS NOT A SURVEY.
2. THIS DOCUMENT IS NOT VALID WITHOUT
THE SIGNERS EMBOSSED SEAL.

Ronald Kerfoot 3/2/2001
RONALD KERFOOT
PROFESSIONAL LAND SURVEYOR #299

JOHN J. RUSKAI P.E., INC.
Engineers, Planners and Surveyors
JJRN
Planning Zoning Engineering Surveying Environmental Permitting
272R HANCOCK BRIDGE PARKWAY, No. 114, CAPE CORAL, FLORIDA 33980

PELICAN'S NEST CLUBHOUSE

DESCRIPTION



SCALE = 1" = 40'

EXHIBIT "B"

OR BK C

PG 1281

2 OF 2

MATCH TO EXHIBIT "A"

LINE	BEARING	DISTANCE
L1	S57°57'40"E	20.41'
L2	N53°03'22"E	12.54'
L3	N20°00'45"E	15.16'
L4	N71°13'06"E	19.68'
L5	N02°28'07"E	5.38'
L6	S71°13'06"W	24.02'
L7	S20°00'45"W	16.07'
L8	S53°03'22"W	8.45'
L9	N57°57'40"W	20.33'
L10	S31°22'02"W	5.00'

5' PEDESTRIAN INGRESS/EGRESS EASEMENT IN FAVOR OF THE OWNER OF REDFISH POINT, TRACT N, IN FURTHERANCE OF THAT NON-EXCLUSIVE PARKING AND ACCESS AGREEMENT AS RECORDED IN OFICIAL RECORDS BOOK 2978, PAGE 3380, OF THE PUBLIC RECORDS OF LEE COUNTY, FL.

LOT 8 POINT OF COMMENCEMENT SOUTHWESTERLY CORNER OF LOT 8, THE COVENTRY PLAT BOOK 52, PAGES 20-22

TRACT N PELICAN LANDING UNIT FIVE PLAT BOOK 59, PAGES 11-16

TRACT D PELICAN LANDING UNIT FIVE PLAT BOOK 59, PAGES 11-16

POINT OF BEGINNING

NOTES:

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Ronald Kerfoot 3/2/2001

RONALD KERFOOT
PROFESSIONAL LAND SURVEYOR #2994



JOHN J. RUSKAI P.E., INC.
Engineers, Planners and Surveyors

Planning Zoning Engineering Surveying Environmental Permitting
2328 HANCOCK BRIDGE PARKWAY, No.114, CAPE CORAL, FLORIDA 33909

PELICAN'S NEST CLUBHOUSE

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A SERVICE AREA EASEMENT OVER AND ACROSS THE PELICAN'S NEST GOLF CLUB, INC. SERVICE AREA, DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 8, THE COVENTRY AS RECORDED IN PLAT 52, PAGES 20-22 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THENCE N59°41'53"W FOR A DISTANCE OF 179.27' FEET; THENCE N31°22'02"E FOR A DISTANCE OF 94.73 FEET; THENCE S57°57'40"E FOR A DISTANCE OF 20.33' FEET; THENCE S61°10'28"E FOR A DISTANCE OF 80.46' FEET; THENCE N51°35'24"E FOR A DISTANCE OF 74.09' FEET TO THE POINT OF BEGINNING; THENCE N16°37'18"W FOR A DISTANCE OF 15.00' FEET; THENCE N73°22'42"E FOR A DISTANCE OF 55.10' FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE BEING CONCAVE TO THE NORTHWEST HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 12.00' FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF N28°22'42"E AND 18.97' FEET FOR A DISTANCE OF 18.85' FEET TO A POINT OF TANGENCY; THENCE N16°37'18"W FOR A DISTANCE OF 4.58' FEET; THENCE S73°22'42"W FOR A DISTANCE OF 10.00' FEET; THENCE N16°37'18"W FOR A DISTANCE OF 43.10' FEET; THENCE N74°10'39"E FOR A DISTANCE OF 47.37' FEET; THENCE S16°37'18"E FOR A DISTANCE OF 10.00' FEET; THENCE N73°22'42"E FOR A DISTANCE OF 10.00' FEET; THENCE S16°37'18"E FOR A DISTANCE OF 14.90' FEET; THENCE S73°22'42"W FOR A DISTANCE OF 10.00' FEET; THENCE S16°37'18"E FOR A DISTANCE OF 55.79' FEET; THENCE S52°03'48"E FOR A DISTANCE OF 21.45' FEET; THENCE S71°48'31"E FOR A DISTANCE OF 43.17' FEET; THENCE S77°45'39"E FOR A DISTANCE OF 22.71' FEET; THENCE S02°28'07"W FOR A DISTANCE OF 16.24' FEET; THENCE N77°45'39"W FOR A DISTANCE OF 26.30' FEET; THENCE N71°46'31"W FOR A DISTANCE OF 98.99' FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE BEING CONCAVE TO THE SOUTH HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 39.04' FEET, A DELTA ANGLE OF 34°50'47", A CHORD BEARING AND DISTANCE OF N89°11'55"W AND 23.38' FEET FOR A DISTANCE OF 23.74' FEET TO A POINT OF TANGENCY; THENCE S73°22'42"W FOR A DISTANCE OF 41.98' FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

BEARINGS ARE BASED UPON THE EASTERLY LINE OF TRACT M, PELICAN LANDING UNIT FIVE, PLAT BOOK 59, PAGES 11-16 BEING S08°59'22"W.

PARCEL CONTAINS 0.15 ACRES, MORE OR LESS.

NOTES:

- 1. THIS IS NOT A SURVEY.
- 2. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNERS EMBOSSED SEAL.

RK 6/15/2011
 RONALD KERFOIT
 PROFESSIONAL LAND SURVEYOR 02994
 FLORIDA CERTIFICATE OF AUTHORIZATION NO 6673

<p>JOHN J. RUSKAI P.E., INC. <i>Engineers, Planners and Surveyors</i></p> <p>3220 HAWTHORN BRIDGE PARKWAY, #6114, CAPE CORAL, FLORIDA 33908 PHONE: 811-458-0344 FAX: 811-458-1433</p>	<p>PELICAN'S NEST CLUBHOUSE</p> <p>DESCRIPTION</p> <p>SCALE: N.T.S. BY: RK DATE: 6/15/2011 SHEET No. 2 OF 2</p>
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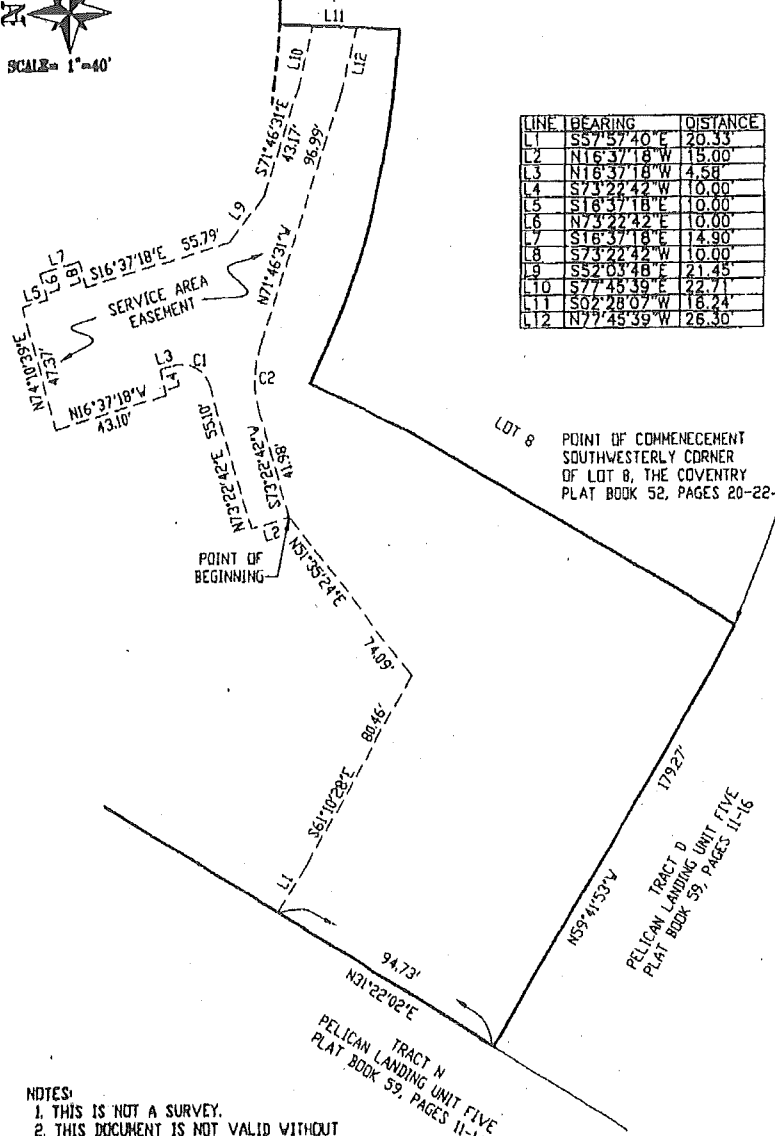
EXHIBIT "C"

1 OF 2



SCALE = 1" = 40'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD	BEARING DISTANCE
C1	12.00'	90°00'00"	18.85'	N28°22'42"E	16.97'
C2	39.04'	14°50'47"	23.74'	N89°11'35"W	23.30'



LINE	BEARING	DISTANCE
L1	S57°57'40"E	20.33'
L2	N16°37'18"W	15.00'
L3	N16°37'18"W	4.58'
L4	S27°22'42"W	10.00'
L5	N16°37'18"E	10.00'
L6	N16°37'18"E	10.00'
L7	S16°37'18"W	14.90'
L8	S27°22'42"W	10.00'
L9	S52°03'48"E	21.45'
L10	S77°48'39"E	22.71'
L11	S02°28'07"W	16.24'
L12	N77°45'39"W	26.30'

- NOTES:
1. THIS IS NOT A SURVEY.
 2. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNERS EMBOSSED SEAL.
 3. BEARINGS ARE BASED UPON THE EASTERLY LINE OF TRACT M, PELICAN LANDING UNIT FIVE PLAT BOOK 59, PAGES 11-16 BEING S 00°59'22" W.

Ronald Kerfort 6/15/2001
 RONALD KERFORT
 PROFESSIONAL LAND SURVEYOR 02994
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 6673

JOHN J. RUSKAI P.E., INC.
 Engineers, Planners and Surveyors
 Planning, Grading, Easements, Surveying, Environmental Permitting
 2319 HANCOCK BROOK PARKWAY, No. 114, CAPE CORAL, FLORIDA 33909
 PHONE: 813-458-8344 FAX: 813-458-8333

PELICAN'S NEST CLUBHOUSE

SKETCH OF DESCRIPTION

SCALE: 1" = 40' on RR DATE: 6/15/2001 SHEET No. 1 of 2

EXHIBIT "C"

2 OF 2

OR BK 03472 PG 1283

**LEGAL DESCRIPTION
(Redfish Point)**

All of Tract "N", PELICAN LANDING UNIT FIVE, according to the plat thereof recorded in Plat Book 59, Pages 11 through 16, inclusive, of the Public Records of Lee County, Florida.

EXHIBIT "D"

JOHNSON ENGINEERING, INC.

OR 03472 PG 1285

CIVIL ENGINEERS AND LAND SURVEYORS

2158 JOHNSON STREET
TELEPHONE (813) 334-0046
TELECOPIER (813) 334-3667
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

November 12, 1992

DESCRIPTION

PARCEL IN

SECTION 20, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA

CARLE JOHNSON
1911-1968

A tract or parcel of land lying in the northwest quarter (NW-1/4) of Section 20, Township 47 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of said northwest quarter (NW-1/4) run N 00° 50' 48" W along the east line of said northwest quarter (NW-1/4) for 283.96 feet; thence run S 89° 09' 12" W for 267.16 feet to the Point of Beginning of the herein described parcel.

From said Point of Beginning run S 60° 51' 38" W for 53 feet more or less to the mean high water line of Spring Creek; thence run northerly, easterly, southerly and northerly along said mean high water line for 373 feet more or less to an intersection with the north line of lands described in Official Record Book 2281, at Page 2978, Lee County Records; thence run S 78° 38' 31" E along said north line for 1.00 feet; thence run southerly parallel with and 1.00 foot easterly of said mean high water line of Spring Creek for 137 feet more or less to a point designated "A"; thence run S 02° 41' 07" E for 82.50 feet to the Point of Beginning.

Containing 5,083 square feet, more or less.

Bearings shown are based on the east boundary line of Pelican's Nest, Unit One, as recorded in Plat Book 41 at Pages 58 through 60, Lee County Records.

W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

WBP/kc
19203

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
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THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER
STEPHEN W. ADAMS

CONSULTANT
LESTER L. BULSON

EXHIBIT "E"

92 NOV 19 PM 3:53