



This instrument prepared by
and return to:
Vivien N. Hastings, Esquire
24301 Walden Center Drive
Bonita Springs, FL 34134

INSTR # 6235750
OR BK 04267 Pgs 3998 - 4001; (4pgs)
RECORDED 04/22/2004 04:32:46 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
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**ASSIGNMENT AND ASSUMPTION OF CREATION OF EASEMENTS AND
TERMINATION OF NON-EXCLUSIVE PARKING AND ACCESS EASEMENT
AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF CREATION OF EASEMENTS AND TERMINATION OF NON-EXCLUSIVE PARKING AND ACCESS EASEMENT AGREEMENT (the "Assignment") is entered into as of this 2 day of FEBRUARY 2004 by WCI COMMUNITIES, INC., a Delaware corporation ("WCI"), PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("PLCA") and PELICAN'S NEST GOLF CLUB, INC., a Florida not-for-profit corporation ("PNGC").

WHEREAS, WCI, PLCA, and PNGC are parties to that certain Creation of Easements and Termination of Non-Exclusive Parking and Access Easement Agreement, dated June 20, 2001 and recorded in O.R. Book 3472, Page 1273, of the Public Records of Lee County, Florida (the "Easement Agreement"), which encumbers PNGC property and provides parking and access to adjacent properties owned by WCI and PLCA more particularly described in Exhibits "D" and "E" to the Easement Agreement and collectively referred to therein as the "Redfish Point Facilities"; and

WHEREAS, Section 12(a) of the Easement Agreement provides that " 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".

WHEREAS, WCI conveyed its interest in the Redfish Point Facilities to the PLCA by virtue of that certain Warranty Deed dated September 4, 2001 and recorded at O.R. Book 3599, Page 0098, and that certain Quit Claim Deed, dated September 4, 2002, recorded in O.R. Book 3720, Page 3929, all of the Public Records of Lee County, Florida, and desires to assign all of its right, title and interest in the Easement Agreement to the PLCA, and PLCA is agreeable to such assignment.

NOW, THEREFORE, In consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All of WCI's right, title and interest in, to and under the Easement Agreement is hereby assigned to PLCA and PLCA hereby assumes all of WCI's right, title and interest, as well as WCI's duties, responsibilities and obligations under the Easement Agreement.

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2. PNGC hereby consents to this Assignment to Assignee.

3. PNGC and PLCA each agree that the Easement Agreement shall continue in full force and effect and shall be binding on PNGC and PLCA in accordance with its terms.

IN WITNESS WHEREOF the parties have agreed to deliver this Assignment and Assumption as of the date first above written.

Witnessed By:

Elizabeth Hensley
Print: ELIZABETH HENSLEY

Sheila Ross
Print: Sheila Ross

WCI COMMUNITIES, INC.,
a Delaware corporation

By: [Signature]
Stefan Johansson
Vice President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2 day of February 2004, by Stefan Johansson, as Vice President of WCI Communities, Inc., a Delaware corporation, on behalf of the corporation and who is personally known to me.



Sheila Ross
Commission #DD219100
Expires: Jun 13, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Sheila Ross
Notary Public
Print Name: Sheila Ross
My Commission Expires: 6/13/07

Nancy Sherren
Print: Nancy Sherren

Marie Martel
Print: MARIE MARTEL

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

By: [Signature]
Print Name: Michael DeUito
Its: President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 6th day of April,
2004, by Michael DeUito, as President of
the Pelican Landing Community Association, Inc., a Florida not-for-profit corporation, on behalf
of the corporation and who is personally known to me.

Cynthia Reuter Zingraff
Notary Public
Print Name: Cynthia Reuter Zingraff
My Commission Expires:



Nancy Sherren
Print: Nancy Sherren

Marie Martel
Print: MARIE MARTEL

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

By: Robert E Holloway
Print Name: Robert E Holloway
Its: President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20th day of April, 2004,
by Robert Holloway, as President of Pelican's
Nest Golf Club, Inc., a Florida not-for-profit corporation, on behalf of the corporation and who is
personally known to me.

Cynthia Reuter-Zingraff
Notary Public
Print Name: Cynthia Reuter-Zingraff
My Commission Expires:



CYNTHIA REUTER-ZINGRAFF
MY COMMISSION # DO 220930
EXPIRES: June 13, 2007
Bonded Thru Budget Notary Services