



INSTR # 6329298  
 OR BK 04343 Pgs 3317 - 3321; (5pgs)  
 RECORDED 06/23/2004 10:58:59 AM  
 CHARLIE GREEN, CLERK OF COURT  
 LEE COUNTY, FLORIDA  
 DEPUTY CLERK K Cartwright

This Instrument Prepared By  
 And After Recording Return To:  
 Matthew L. Grabinski, Esq. ✓  
 Goodlette, Coleman & Johnson, P.A.  
 4001 Tamiami Trail North, Suite 300  
 Naples, FL 34103  
 NC 134.001

**EASEMENT RELOCATION AGREEMENT**

This Easement Relocation Agreement ("Agreement") is made this 17<sup>th</sup> day of June, 2004, by Pelicans Nest Golf Club, Inc., a Florida not-for-profit corporation ("PNGC") and Pelican Landing Community Association, Inc., a Florida not-for-profit corporation ("PLCA").

WHEREAS, PNGC, PLCA and WCI Communities, Inc., a Delaware corporation ("WCI") entered into that certain Creation of Easements and Termination of Non-Exclusive Parking and Access Easement Agreement dated June 20, 2001 and recorded in OR Book 3472, Page 1273 of the Public Records of Lee County, Florida ("Original Easement Agreement"); and

WHEREAS, WCI assigned all of its right title and interest in the Original Easement Agreement to PLCA pursuant to that certain Assignment and Assumption of Creation of Easements and Termination of Non-Exclusive Parking and Access Easement Agreement dated February 2, 2004 and recorded in OR Book 4267, Page 3998 of the Public Records of Lee County, Florida; and

WHEREAS, PNGC desires to terminate the existing Pedestrian Easement (as such easement is defined and legally described in the Original Easement Agreement) and PLCA has agreed to the termination of such easement in exchange for the granting by PNGC of a replacement pedestrian easement, as more particularly described herein.

NOW, THEREFORE, in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Original Easement Agreement.

3. Termination of Existing Pedestrian Easement. The existing Pedestrian Easement is hereby terminated and shall be of no further force and effect.

4. Grant of Replacement Pedestrian Easement. PNGC hereby grants to PLCA, its employees, members, guests, agents and invitees a non-exclusive pedestrian access easement ("Replacement Pedestrian Easement") as described in Exhibit "A", attached hereto, for the sole purpose of providing legal and physical pedestrian access, ingress and egress over, across, upon and between the Benefited Property and the Club Parking Area.

5. The use, maintenance and repair of the Replacement Pedestrian Easement shall be governed by the same terms and conditions as the original Pedestrian Easement, as set forth more particularly in the Original Easement Agreement, the terms of which are incorporated herein by reference. Upon the recording of this Agreement and the public records of Lee County, Florida, any reference in the Original Easement Agreement to the "Pedestrian Easement" shall hereinafter be deemed to refer to the Replacement Pedestrian Easement granted hereby.

6. Binding Effect. The Replacement Pedestrian Easement shall run with legal title to the real property encumbered thereby, shall be binding thereon and shall inure to the benefit of the parties hereto, their respective grantees, successors, assigns and successors in title.

7. Indemnification. PLCA shall indemnify and hold PNGC and its successors and assigns harmless from and against any and all losses, costs, damages, liabilities, expenses, penalties (including attorney's 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 PLCA or its successors, members, employees, agents, representatives, guests and invitees, with respect to the use, operation and/or maintenance, of the Replacement Pedestrian Easement, except to the extent the same is caused by a negligent act or omission of PNGC, its invitees, members, guests, agents, employees or representatives.

8. Attorney's Fees. In the event legal actions institute to enforce this Agreement, the prevailing party shall be entitled to recover responsible attorney's fees and costs incurred in enforcing its rights hereunder, whether the same are incurred at the trial or appellate level.

IN WITNESS HEREOF, the parties have executed this Easement Relocation Agreement as of the day and year first written above.

WITNESSES:  
\_\_\_\_\_  
Print Name: JERRY MORTON  
\_\_\_\_\_  
Print Name: MARIE MARTEL

PELICAN'S NEST GOLF CLUB, INC., a  
Florida not-for-profit corporation  
By: \_\_\_\_\_  
Print Name: ELLIOT S. BLACKMAN  
Title: SECRETARY, BOARD OF GOVERNORS

State of Florida )

County of Lee Collier )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2004, by Elliot Blackman as Secretary, of Pelican's Nest Golf Club, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is  personally known to me or ( ) has produced \_\_\_\_\_ as identification.

Cynthia Reuter-Zingraff  
Notary Public, State of Florida  
June 13, 2004  
My commission expires



WITNESSES:

Marie Martel  
Print Name: MARIE MARTEL

Jerry Morten  
Print Name: JERRY MORTEN

State of Florida )  
County of Lee Collier )

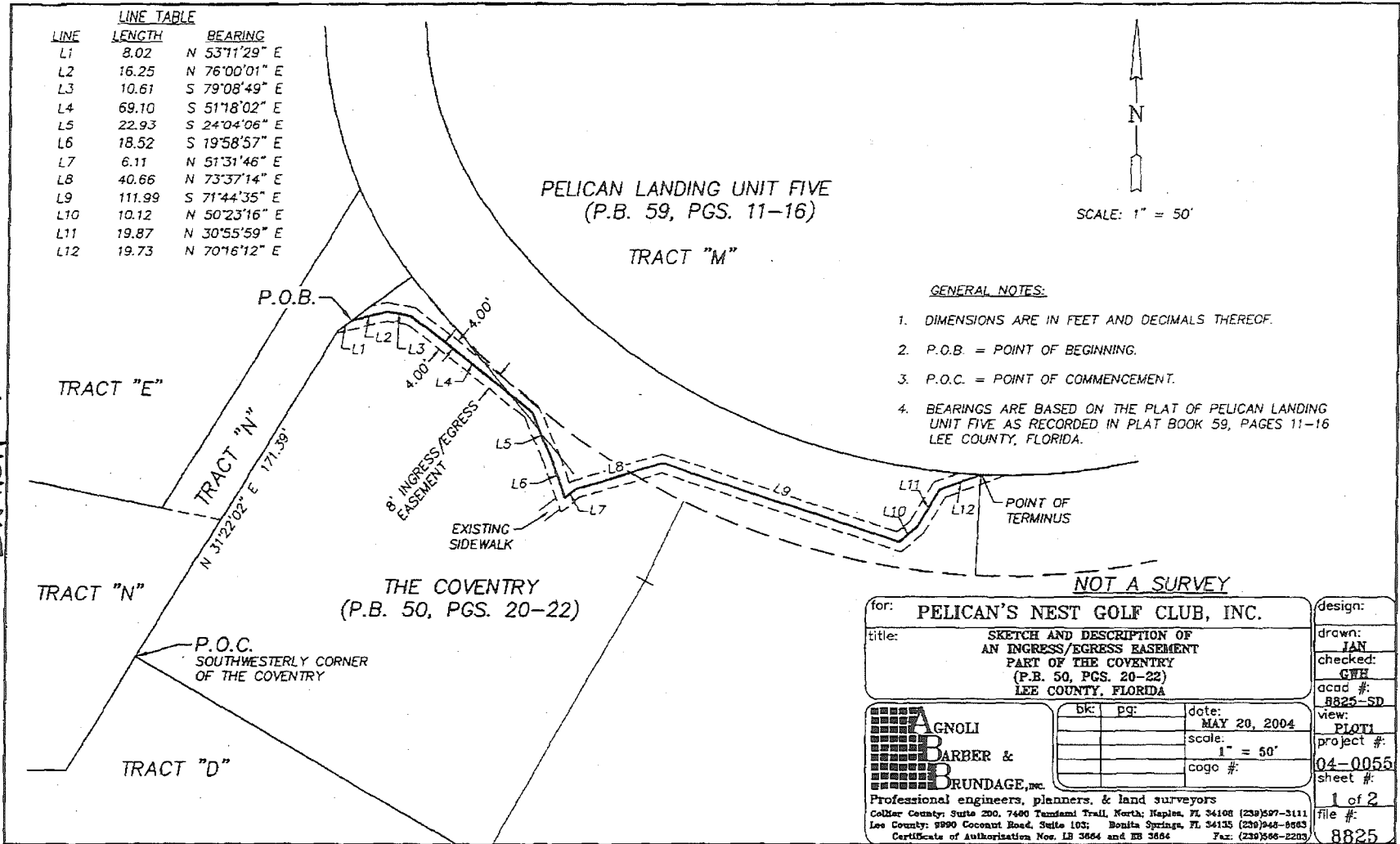
PELICAN LANDING COMMUNITY ASSOCIATION, a Florida not-for-profit Corporation  
By: Warren P. Miner  
Print Name: WARREN P. MINER  
Title: President

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2004, by Warren Miner as President, of Pelican Landing Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is  personally known to me or ( ) has produced \_\_\_\_\_ as identification.

Cynthia Reuter-Zingraff  
Notary Public, State of Florida  
June 13, 2004  
My commission expires



Exhibit "A"



LINE	LENGTH	BEARING
L1	8.02	N 53°11'29" E
L2	16.25	N 76°00'01" E
L3	10.61	S 79°08'49" E
L4	69.10	S 51°18'02" E
L5	22.93	S 24°04'06" E
L6	18.52	S 19°58'57" E
L7	6.11	N 51°31'46" E
L8	40.66	N 73°37'14" E
L9	111.99	S 71°44'35" E
L10	10.12	N 50°23'16" E
L11	19.87	N 30°55'59" E
L12	19.73	N 70°16'12" E

PELICAN LANDING UNIT FIVE  
(P.B. 59, PGS. 11-16)

TRACT "M"



SCALE: 1" = 50'

GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. P.O.B. = POINT OF BEGINNING.
3. P.O.C. = POINT OF COMMENCEMENT.
4. BEARINGS ARE BASED ON THE PLAT OF PELICAN LANDING UNIT FIVE AS RECORDED IN PLAT BOOK 59, PAGES 11-16 LEE COUNTY, FLORIDA.

NOT A SURVEY

for: <b>PELICAN'S NEST GOLF CLUB, INC.</b>		design:
title: <b>SKETCH AND DESCRIPTION OF AN INGRESS/EGRESS EASEMENT PART OF THE COVENTRY (P.B. 50, PGS. 20-22) LEE COUNTY, FLORIDA</b>		drawn: <b>IAN</b>
<b>AGNOLI BARBER &amp; BRUNDAGE, INC.</b> Professional engineers, planners, & land surveyors Collier County, Suite 200, 7400 Tamiami Trail, North Naples, FL 34108 (239)597-3111 Lee County: 9990 Coconut Road, Suite 103, Bonita Springs, FL 34135 (239)944-8883 Certificate of Authorization Nos. LB 3664 and EB 3664 Fax: (239)566-2203		checked: <b>GWH</b>
		acad #: <b>8825-SD</b>
bk:	pg:	date: <b>MAY 20, 2004</b>
		scale: <b>1" = 50'</b>
		cogo #:
		view: <b>PL01</b>
		project #: <b>04-0055</b>
		sheet #: <b>1 of 2</b>
		file #: <b>8825</b>

LEGAL DESCRIPTION

AN 8.00 FOOT WIDE INGRESS/EGRESS EASEMENT LYING IN THE COVENTRY, ACCORDING TO THE PLAT THEREOF AND AS RECORDED IN PLAT BOOK 50, PAGES 20 THROUGH 22 PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING 4.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE COVENTRY SAID CORNER ALSO LYING ON THE EASTERLY LINE OF TRACT "M" OF THE PLAT OF PELICAN LANDING UNIT FIVE ACCORDING TO THE PLAT THEREOF AND AS RECORDED IN PLAT BOOK 59 PAGES 11 THROUGH 16 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA;

THENCE NORTH 31°22'02" EAST ALONG THE WESTERLY BOUNDARY OF THE PLAT OF THE COVENTRY AND THE EASTERLY LINE OF SAID TRACT "M" OF SAID PLAT OF PELICAN LANDING UNIT FIVE A DISTANCE OF 171.39 FEET;  
 THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY AND ALONG SAID EASTERLY LINE OF SAID TRACT "M" NORTH 53°11'29" EAST A DISTANCE OF 8.02 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN BEING DESCRIBED;

THENCE LEAVING SAID WESTERLY AND EASTERLY LINES NORTH 76°00'01" EAST A DISTANCE OF 16.25 FEET;

THENCE SOUTH 79°08'49" EAST A DISTANCE OF 10.61 FEET;

THENCE SOUTH 51°18'02" EAST A DISTANCE OF 69.10 FEET;

THENCE SOUTH 24°04'06" EAST A DISTANCE OF 22.93 FEET;

THENCE SOUTH 19°58'57" EAST A DISTANCE OF 18.52 FEET;

THENCE NORTH 51°31'46" EAST A DISTANCE OF 6.11 FEET;

THENCE NORTH 73°37'14" EAST A DISTANCE OF 40.66 FEET;

THENCE SOUTH 71°44'35" EAST A DISTANCE OF 111.99 FEET;

THENCE NORTH 50°23'16" EAST A DISTANCE OF 10.12 FEET;

THENCE NORTH 30°55'59" EAST A DISTANCE OF 19.87 FEET;

THENCE NORTH 70°16'12" EAST A DISTANCE OF 19.73 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF TRACT "M" OF THE AFOREMENTIONED PLAT AND THE POINT OF TERMINUS OF THE CENTERLINE HEREIN DESCRIBED;

CONTAINING 2831 SQUARE FEET OF LAND MORE OR LESS;  
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;


THE SIDE LINES OF SAID EASEMENT ARE TO BE TRIMMED OR EXTENDED AS NECESSARY AT THE COVENTRY PLAT BOUNDARY AT THE POINT OF BEGINNING AND TRIMMED OR EXTENDED AS NECESSARY AT THE BOUNDARY OF TRACT "M" OF SAID PLAT OF PELICAN LANDING UNIT FIVE AT THE POINT OF TERMINUS.

AGNOLI, BARBER & BRUNDAGE, INC.  
 PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS

*George W. Hackrey*  
 GEORGE W. HACKREY, P.S.M. No. 5606

*11/10/04*  
 DATE

NOT A SURVEY

for: PELICAN'S NEST GOLF CLUB, INC.		design:	
title: SKETCH AND DESCRIPTION OF AN INGRESS/EGRESS EASEMENT PART OF THE COVENTRY (P.B. 50, PGS. 20-22) LEE COUNTY, FLORIDA		drawn: JAN	
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		acad #: 8825-SD	
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		project #: 04-0055	
		sheet #: 2 of 2	
		file #: 8825	
 AGNOLI BARBER & BRUNDAGE, INC. Professional engineers, planners, & land surveyors Collier County: Suite 200, 7400 Translational Trail, North Naples, FL 34108 (239)597-3111 Lee County: 6900 Coconut Road, Suite 102, Santa Springs, FL 34135 (239)948-8683 Certificate of Authorization Nos. LR 3664 and LR 3661 Fax: (239)568-2293	bk:	pg:	date: MAY 20, 2004
			scale: N.T.S.
			cogo #: