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This instrument prepared by:
Vivien N. Hastings, Esq.
24301 Walden Center Drive
Bonita Springs, FL 34134

INSTR # 6940925
DR BK 04843 Pgs 0975 - 977; (3pgs)
RECORDED 08/12/2005 11:17:13 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 27.00
DEPUTY CLERK D Schaefer

ASSIGNMENT OF DEDICATIONS

THIS ASSIGNMENT OF DEDICATIONS made this 1 day of JUNE, 2005, between **PELICAN LANDING COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 24501 Walden Center Drive, Bonita Springs, Florida 34134 (hereinafter referred to as "PLCA"), and **BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT**, an independent special district of the State of Florida established under Chapter 190 Florida Statutes, whose address is 210 N. University Drive, Suite 301, Coral Springs, Florida 33071 (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, WCI Communities, Inc., a Delaware corporation, the District and PLCA executed that certain Easement and Assignment of Dedications in favor of PLCA, dated January 19, 2000, recorded in O.R. Book 3365, Page 462, of the Public Records of Lee County, Florida ("Original Assignment"), which assigned certain dedications of platted property in Pelican Landing, Lee County, Florida, including the dedications of property located in Pelican Landing Unit Ten, recorded in Plat Book 53, Pages 30 through 34, of the Public Records of Lee County, Florida, more specifically over Tracts "C" through "K", Pelican Landing Unit Ten ("Unit Ten Dedications"), as described in Paragraph 3 of the Original Assignment.

WHEREAS, the PLCA and the District desire that the dedications of Tracts "C", "D" and "J", which are included in the Unit Ten Dedications ("Tract Dedications"), be assigned by the PLCA back to the District in order for the District to perform its maintenance responsibilities on Tracts "C", "D" and "J", and to be held by the District for the benefit of the members of the PLCA, their tenants, invitees, licensees, mortgagees and employees; and

WHEREAS, this assignment of the Tract Dedications does not affect the proportionate share of the burdens imposed by the special assessments levied by the District, nor does it cause any person to pay a share of the assessments greater in magnitude than the benefits they receive, nor does it cause any person to pay a greater share of the assessments than those who are similarly situated.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration given one to the other, the receipt and sufficiency of which is hereby conclusively acknowledged, the parties hereto agree as follows:

- A. The above recitals are true and correct and are hereby incorporated by reference.
- B. Assignment of Dedication. The PLCA does hereby assign, transfer and quitclaim to the District, to be held for the benefit, use and enjoyment of the PLCA, its members, their tenants, invitees, licensees, mortgagees and employees, and does release any interest that the PLCA has in the land described in the Tract Dedications.
- C. Acceptance of Assignment. The District does hereby accept the assignment of the PLCA's interest in the Tract Dedications, and by acceptance of the Assignment does hereby agree to indemnify and save the PLCA, its officers, employees, and agents harmless from any and all claims, liability, and causes of action to the extent same arise out of the negligent performance of the District, its contractors, employees, agents and subcontractors, of the District's use of the Tract Dedications. The District shall pay all claims and losses in connection with such claims, and shall defend all suits including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue on such judgments, or which may be incurred by the PLCA in connection with any such claim.

lys:districts\pelicanlanding\AssignDedication.Unit10

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized agents.

Witnessed By:

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

[Signature]
Print Name: THOMAS J. SULLIVAN

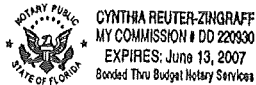
By: [Signature]
Print Name: THOMAS J. SULLIVAN
Its: PRESIDENT

[Signature]
Print Name: GAIL SHAW

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Thomas J. Sullivan, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of JUNE, 2005.



[Signature]
NOTARY PUBLIC
Printed Name Cynthia Reuter-Zingraff
My Commission Expires: June 13, 2007

Accepted by:

BAYSIDE IMPROVEMENT COMMUNITY
DEVELOPMENT DISTRICT
DISTRICT

Attest:

C. E. Adams, Jr.

By: [Signature]
Print Name: GEORGE DRABBS
Its: CHAIRMAN

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared George Drabb, Chairman and Chester E Adams Jr., Secretary and Secretary of the Bayside Improvement Community Development District, an independent special district of the State of Florida established under Chapter 190 Florida Statutes, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of June, 2005.

[Signature]
NOTARY PUBLIC
Printed Name: Chester E Adams Jr.
My Commission DD224073
My Commission Expires: July 18, 2007

