

AMENDMENT TO GRANT OF EASEMENT

This Amendment to Grant of Easement made and executed this 12th day of December, 1991, by and between KEITH A. MILLER, TRUSTEE, with full power and authority to protect, consent, sell, lease, encumber or otherwise manage and dispose of said property, pursuant to Florida Statute 689.071, hereinafter called GRANTOR, and WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation, hereinafter called GRANTEE.

WHEREAS, GRANTOR has granted to GRANTEE certain easements as set forth in the Grant of Easement dated February 23, 1991, as recorded in Official Records Book 2199 at page 1628 in the Public Records of Lee County, Florida, a copy of which Grant of Easement is attached hereto as Exhibit A and made a part hereof ("Easement"); and

WHEREAS, GRANTOR and GRANTEE wish to amend the Easement pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE hereby amend the Easement as follows:

1. Section 3 is hereby amended in its entirety to read as follows:

"3. An easement for access, drainage, construction, maintenance, repair and replacement of a drainage swale, culverts and related appurtenances over, under, on and through the property described in Exhibit No. 2 attached hereto and made a part hereof. The right of access and drainage under this section 3 shall be for the benefit of Grantee and all other upland owners including, without limitation, Christian F. Powell, Trustee, Bonita Industrial Park Management Association, Bonita Industrial Park Addition II Management Association, Gospel Baptist Church and Gulf Coast Camping Resort, who shall, by governmental authority, be permitted to use such easement."

2. Other than as modified hereby or inconsistent herewith, the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Grant of Easement on the day and year first written above.

WITNESSES:

Minnie Crank
Name 14401 S. Tamiami Trail
Fort Myers, FL 33912
Address
Robert Bruce
Name 14401 S. Tamiami Trail
Fort Myers, FL 33912
Address

By: Keith A. Miller
Keith A. Miller, as
Trustee, with full power
and authority to protect,
conserve, sell, lease,
encumber or otherwise
manage and dispose of said
property, pursuant to
Florida Statute 689.071.

WITNESSES:

Karen R. Holler
Name
9200 Bonita Beach Rd., #101
Address Bonita Springs, FL 33923
Karen R. Holler
Name
9200 Bonita Beach Rd., #101
Address Bonita Springs, FL 33923

WESTINGHOUSE BAYSIDE
COMMUNITIES, INC.

By: [Signature]
Samuel L. Crouch
Exec. Vice-President
9200 Bonita Beach Rd. SE
Suite 101
Bonita Springs, FL 33923

DR2271 PG1985

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Keith A. Miller, in his capacity as Trustee, well-known to me to be Trustee and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of ~~September~~ ^{December}, 1991.

[Signature]
Notary Public

My Commission Expires: 2/3/93

(SEAL)

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Samuel L. Crouch, well-known to me to be the Executive Vice-President of WESTINGHOUSE BAYSIDE COMMUNITIES, INC., and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of ~~September~~ ^{December}, 1991.

[Signature]
Notary Public - Karen R. Holler

My Commission Expires: 10/30/93

(SEAL)

Notary Public
State of Florida at Large
My Commission Expires:
October 30, 1993

This document prepared by:
Vivien N. Hastings, Esq.
801 Laurel Oak Drive
Suite 500
Naples, FL 33963

3302P
-55D

OR 271 Pg 1986

GRANT OF EASEMENT

This indenture made and executed this 23rd day of January, 1991, by and between KEITH A. MILLER, TRUSTEE, with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property, pursuant to Florida Statute 689.071, hereinafter called GRANTOR, and WESTINGHOUSE BAYSIDE COMMUNITIES, INC., hereinafter called GRANTEE.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the GRANTOR hereby grants to GRANTEE, its successors and assigns, the following easements:

1. An easement for the purposes of (i) installing and maintaining landscaping, (ii) constructing, maintaining, repairing, replacing and operating utility lines, including water, sewer, electric and cable television, over, under, on and through the property described on Exhibit No. 1 attached hereto and made a part hereof; and

2. An easement for the purpose of erecting, maintaining, repairing and replacing signage, over and on that certain property designated parcel 3 on Exhibit No.1 attached hereto and made a part hereof; and

3. An easement for the purpose of constructing, maintaining, repairing and replacing a drainage swale, culvert and related appurtenances over, under, on and through the property described on Exhibit No. 2 attached hereto and made a part hereof.

TO HAVE AND TO HOLD the easements hereby granted to GRANTEE, its successors and assigns.

GRANTEE, by acceptance of these easements, agrees for itself, its successors and assigns, to not unreasonably interfere with the right of ingress or egress of GRANTOR, its successors and assigns, or any other party requiring access to the properties over which these easements are granted or to any properties abutting the properties encumbered by this easement.

GRANTEE agrees that it will, to the extent reasonable and possible under the circumstances, use care in performing work within the properties encumbered by this easement.

GRANTOR and GRANTEE agree that the costs for the design, permitting, construction, installation, repair, replacement, maintenance and restoration of such improvements shall be paid in accordance with a certain Development Agreement, of even date herewith, between GRANTOR and GRANTEE.

GRANTOR and GRANTEE agree that GRANTOR shall have the right of access over and across the "Landscape and Utility Easement" described on Exhibit No. 1 at any points reasonably necessary for the development of GRANTOR'S parcel lying north of "Road No. 1" as defined in the Development Agreement dated the date hereof between GRANTOR and GRANTEE.

This is a private easement between GRANTOR and GRANTEE and neither the general public nor any purchaser of property unencumbered by this easement shall acquire any right, title or interest in or to this easement. Further, this easement may be modified or vacated without written notice to the general public or any purchaser of property unencumbered by the easement.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized the day and year first above written.

WITNESSES:

Samuel V. Johnson
 Name
Robert Ouis, Jr.
Fr. Myers, FL 33906
 Address
[Signature]
 Name
12395 McBlairton Wds Cir
Fr. Myers, FL 33908
 Address

By: [Signature]
 Keith A. Miller, as Trustee,
 with full power and authority,
 to protect, conserve, sell,
 lease, encumber or otherwise
 manage and dispose of said
 property, pursuant to Florida
 Statute 689.071.

OR 271 PG 987

STATE OF FLORIDA
COUNTY OF LEE

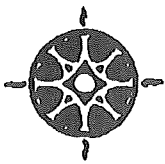
I HEREBY CERTIFY that on this day, before me, an officer duly authorized by the State and County aforesaid to take acknowledgements, personally appeared Keith A. Miller known to me to be Trustee under Trust Agreement dated [Signature] and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Trust.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of January, 1991.

(SEAL)

[Signature]
 Notary Public
 My commission expires: _____
 NOTARY PUBLIC, STATE OF FLORIDA
 MY COMMISSION EXPIRES: FEB. 3, 1993.
 Address

This document prepared by:
Samuel V. Johnson
P.O. Box 061319
Fort Myers, FL 33906
813/489-3308



WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
4571 COLONIAL BLVD., FORT MYERS, FLORIDA 33912
(813) 939-1030 FAX (813) 939-7479

W.O. 1630
REF. D-1630-3
DATE SEPT. 12, 1990
REVISED NOV. 29, 1990

**DESCRIPTION OF LANDSCAPE AND UTILITY EASEMENT
IN SECTION 16, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

OR 271 Pg 988

PARCEL 1

All that part of Section 16, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows; COMMENCING at the South 1/4 corner of said Section 16, N.89°16'54"E. 989.41 feet; thence N.0°06'43"W. 1445.82 feet along a line that lies 300 feet westerly of (as measured at right angles to) and parallel with the westerly right of way line of U.S. Highway 41 (State Road 45); thence along the South line of that access easement as described in Official Records Book 1967, pages 2998 through 3000, Public Records of Lee County, Florida N.89°06'43"E. 300.00 feet to the westerly right of way line of said U.S. 41; thence along said right of way line N.0°06'43"W. 49.81 feet; thence continue along said right of way line Northerly 50.21 feet along the arc of a circular curve concave to the West, having a radius of 5619.58 feet, through a central angle of 0°30'43" and being subtended by a chord which bears N.0°22'05"W. 50.21 feet; thence along the north line of said access easement, S.89°06'43"W. 359.78 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along said north line S.89°06'43"W. 384.60 feet; thence N.0°06'43"W. 35.00 feet; thence N.89°06'43"E. 354.60 feet; thence S.0°06'43"E. 35.00 feet to the POINT OF BEGINNING of the parcel herein described;

Containing 13460.9 square feet more or less; SUBJECT TO easements and restrictions of record;

ALONG WITH

PARCEL 2

All that part of Section 16, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows; COMMENCING at the South 1/4 corner of said

Section 16; thence along the South line of said Section 16, N.89°16'54"E. 989.41 feet; thence N.0°06'43"W. 1445.82 feet along a line that lies 300 feet westerly of (as measured at right angles to) and parallel with the westerly right of way line of U.S. Highway 41 (State Road 45); thence along the South line of that access easement as described in Official Records Book 1967, Pages 2998 through 3000, Public Records of Lee County, Florida N.89°06'43"E. 300.00 feet to the westerly right of way line of said U.S. 41; thence along said right of way line N.0°06'43"W. 49.81 feet; thence continue along said right of way line Northerly 50.21 feet along the arc of a circular curve concave to the West, having a radius of 5619.58 feet, through a central angle of 0°30'43" and being subtended by a chord which bears N.0°22'05"W. 50.21 feet; thence along the north line of said access easement S.89°06'43"W. 299.78 feet to the POINT OF BEGINNING of the parcel herein described; thence N.0°06'43"W. 35.00 feet; thence N.89°06'43"E. 26.17 feet; thence S.36°23'17"W. 43.98 feet to the Point of Beginning of the parcel herein described;

Containing 457.9 square feet more or less;
SUBJECT TO easement and restrictions of record;

ALONG WITH

PARCEL 3

All that part of Section 16, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows; COMMENCING at the South 1/4 corner of said Section 16; thence along the South line of said Section 16, N.89°16'54"E. 989.41 feet; thence N.0°06'43"W. 1445.82 feet along a line that lies 300 feet westerly of (as measured at right angles to) and parallel with the westerly right of way line of U.S. Highway 41 (State Road 45); thence along the South line of that access easement as described in Official Records Book 1967, pages 2998 through 3000 Public Records of Lee County, Florida N. 89°06'43"E. 300.00 feet to the westerly right of way line of said U.S. 41; thence along said right of way line N.0°06'43"W. 49.81 feet; thence continue along said right of way line Northerly 50.21 feet along the arc of a circular curve concave to the West, having a radius of 5619.58 feet, through a central angle of 0°30'43" and being subtended by a chord which bears N.0°22'05"W. 50.21 feet to the POINT OF BEGINNING of the parcel herein described; thence along the north line of said access easement S.89°06'43"W. 254.78 feet; thence N.61°06'43"E. 74.55 feet; thence N.89°06'43"E. 17.46 feet; thence 87.22 feet along the arc of a circular curve concave

DR2271 PG1989

to the Northwest, having a radius of 87.50 feet, through a central angle of $57^{\circ}06'43''$ and being subtended by a chord which bears $N.60^{\circ}33'22''E.$ 83.65 feet; thence $N.32^{\circ}00'00''E.$ 65.49 feet; thence 8.07 feet along the arc of a circular curve concave to the Southeast, having a radius of 12.50 feet, through a central angle of $37^{\circ}00'00''$ and being subtended by a chord which bears $N.50^{\circ}30'00''E.$ 7.93 feet; thence $N.69^{\circ}00'00''E.$ 58.39 feet to a point on a curve and the westerly right of way line of U.S. Highway 41 (State Road 45); thence along said right of way line Southerly 155.02 feet along the arc of a circular curve concave to the West, having a radius of 5619.58 feet, through a central angle of $01^{\circ}34'50''$ and being subtended by a chord which bears $S.01^{\circ}24'51''E.$ 155.01 feet to the POINT OF BEGINNING of the parcel herein described;

Containing 17785.5 square feet more or less;
SUBJECT TO easements and restrictions of record;

ALONG WITH

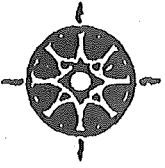
PARCEL 4

All that part of Section 16, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows; COMMENCING at the South 1/4 corner of said Section 16; thence along the South line of said Section 16, $N.89^{\circ}16'54''E.$ 989.41 feet; thence $N.0^{\circ}06'43''W.$ 1410.82 feet along a line that lies 300 feet westerly of (as measured at right angles to) and parallel with the westerly right of way line of U.S. Highway 41 (State Road 45) to the POINT OF BEGINNING of the parcel herein described; thence continue along said parallel line $N.0^{\circ}06'43''W.$ 35.00 feet; thence along the south line of that access easement as described in Official Records Book 1967, Pages 2998 through 3000, Public Records of Lee County, Florida $N.89^{\circ}06'43''E.$ 300.00 feet to the westerly right of way line of said U.S. 41; thence along said right of way line $S.0^{\circ}06'43''E.$ 35.00 feet; thence $S.89^{\circ}06'43''W.$ 300.00 feet to the POINT OF BEGINNING of the parcel herein described;

Containing 10,500.0 square feet more or less;
SUBJECT TO easements and restrictions of record;


Elizabeth F. Gaines, P.L.S. #4576

OR2271 Pg1990



WILSON • MILLER • BARTON • BOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
4571 COLONIAL BLVD., FORT MYERS, FLORIDA 33912
(813) 939-1020 FAX (813) 939-7478

W.O. 1630
REF. D-1630-3
DATE SEPT. 12, 1990
REVISED: NOV. 29, 1990

**DESCRIPTION OF RELOCATED DRAINAGE EASEMENT
IN SECTION 16, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

OR2271 Pg 1991

All that part of Section 16, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows; COMMENCING at the South 1/4 corner of said Section 16, thence along the South line of said Section 16, N.89°16'54"E. 989.41 feet; thence N.0°06'43"W. 1445.82 feet along a line that lies 300 feet westerly of (as measured at right angles to) and parallel with the westerly right of way line of U.S. Highway 41 (State Road 45); thence along the South line of that access easement as described in Official Record Book 1967, pages 2998 through 3000, Public Records of Lee County, Florida N.89°06'43"E. 300.00 feet to the westerly right of way line of said U.S. 41; thence along said right of way line N.0°06'43"W. 49.81 feet; thence continue along said right of way line Northerly 50.21 feet along the arc of a circular curve concave to the West, having a radius of 5619.58 feet, through a central angle of 0°30'43" and being subtended by a chord which bears N.0°22'05"W. 50.21 feet; thence along the north line of said access easement, S.89°06'43"W. 254.78 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along said North line S.89°06'43"W. 45.00 feet; thence N.36°23'17"E. 63.55 feet; thence Northeasterly 92.02 feet along the arc of a circular curve concave to the Southeast, having a radius of 100.00 feet, through a central angle of 52°43'26" and being subtended by a chord which bears N.62°45'00"E. 88.81 feet; thence N.89°06'43"E. 10.23 feet; thence Northeasterly 32.40 feet along the arc of a circular curve concave to the Northwest, having a radius of 32.50 feet, through a central angle of 57°06'43" and being subtended by a chord which bears N.60°33'22"E. 31.07 feet; thence N.32°00'00"E. 65.49 feet; thence Northeasterly 43.59 feet along the arc of a circular curve concave to the Southeast, having a radius of 67.50 feet, through a central

angle of $37^{\circ}00'00''$ and being subtended by a chord which bears $N.50^{\circ}30'00''E.$ 42.84 feet; thence $N.69^{\circ}00'00''E.$ 76.79 feet to a point on a curve and the Westerly right of way line of U.S. Highway 41 (State Road 45); thence along said right of way line Southerly 58.00 feet along the arc of a circular curve concave to the West having a radius of 5619.58 feet, through a central angle of $00^{\circ}35'29''$ and being subtended by a chord which bears $S.02^{\circ}30'00''E.$ 58.00 feet; thence $S.69^{\circ}00'00''W.$ 58.39 feet; thence Southwesterly 8.07 feet along the arc of a circular curve concave to the Southeast, having a radius of 12.50 feet, through a central angle of $37^{\circ}00'00''$ and being subtended by a chord which bears $S.50^{\circ}30'00''W.$ 7.93 feet; thence $S.32^{\circ}00'00''W.$ 65.49 feet; thence Southwesterly 87.22 feet along the arc of a circular curve concave to the Northwest, having a radius of 87.50 feet, through a central angle of $57^{\circ}06'43''$ and being subtended by a chord which bears $S.60^{\circ}33'22''W.$ 83.65 feet; thence $S.89^{\circ}06'43''W.$ 17.46 feet; thence $S.61^{\circ}06'43''W.$ 74.55 feet to the Point of Beginning of the parcel herein described;

Containing 18377.8 square feet more or less;
SUBJECT TO easements and restrictions of record;


Elizabeth F. Gaines, P.L.S. #4576

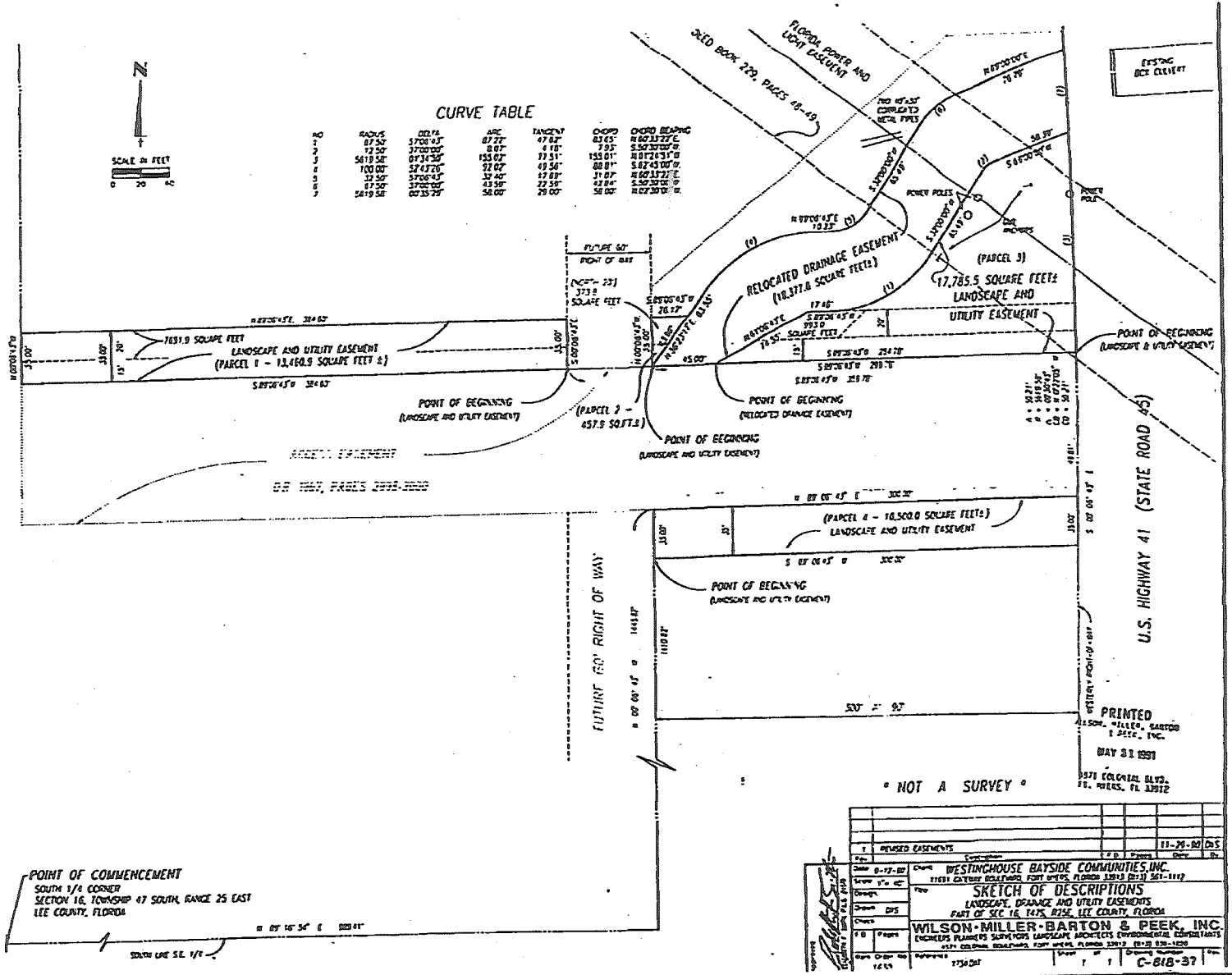
OR2271 PG1992

CHARLIE GREEN LEE CITY FL
92 JAN 17 A 32



CURVE TABLE

STATION	RADIUS	CHORD	ARC	TANGENT	CHORD BEARING	CHORD BEARING
5679.54	87.50'	5700.85'	07.77°	47.82'	83.65°	N60°32'27"E
5679.54	12.50'	3700.00'	8.00°	4.00'	7.93°	S50°30'00"W
5679.54	100.00'	2745.20'	155.00°	71.51'	153.01°	N11°13'17"E
5679.54	32.50'	3700.45'	32.40°	17.00'	88.01°	S82°45'00"W
5679.54	3700.00'	87.50'	43.50°	22.50'	31.07°	N60°32'27"E
5679.54	00.1527'	00.1527'	56.00°	20.00'	42.84°	S50°30'00"W
					58.00°	N02°30'00"E



POINT OF COMMENCEMENT
SOUTH 1/4 CORNER
SECTION 16, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
S 09° 16' 54" E 320.01'

NOT A SURVEY

PRINTED
WILSON, MILLER, BARTON
& PECK, INC.
MAY 31 1991
3371 COLONIAL BLVD.
FT. WALKER, FL 32912

NO.	REVISIONS	DATE	BY	DESCRIPTION
1	REVISED EASEMENTS	11-26-80	DBS	
2		0-17-80		WESTINGHOUSE BAYSIDE COMMUNITIES, INC. 27831 GUYTON COLLETT ROAD, FORT MYERS, FLORIDA 33913 (213) 561-1117
3				SKETCH OF DESCRIPTIONS LANDSCAPE, DRAINAGE AND UTILITY EASEMENTS PART OF SEC. 16, T47S, R25E, LEE COUNTY, FLORIDA
4				WILSON-MILLER-BARTON & PECK, INC. ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS 2525 COLLETT ROAD, FORT MYERS, FLORIDA 33913 (213) 561-1117