

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 hereto agree as follows:

1. Recitals. The parties acknowledge the foregoing recitals A through E, inclusive, are true and correct, and the same are hereby incorporated herein.

2. Facilities Easement. Grantor hereby grants to Grantee and its employees, agents and invitees, a non-exclusive easement for purposes of legal and physical ingress, egress, access, and use of the Facilities for their intended purpose as groundwater monitoring facilities. Use of the Facilities may be subject to reasonable uniform regulations and restrictions imposed by Grantor, provided, said regulations and restrictions are imposed on persons claiming both through Grantor and Grantee and that said regulations and restrictions are not selectively enforced against persons claiming use through Grantee. The easement for access to and use of the Facilities shall terminate at such time as the Grantee, its successors and assigns, no longer require use of the Facilities.

3. Maintenance of Facilities. Grantee, at its expense, shall maintain the Facilities in good working order. Grantor shall keep the Facilities available to Grantee at all reasonable times. The Grantee shall pay to the Grantor the cost of repairing any damage to the Facilities caused by any act or omission of Grantee, its employees, invitees, agents and guests, promptly upon receipt of an invoice for the cost of any such repair.

4. Binding Effect. This Easement shall run with the Benefitted Property and shall be binding on and shall inure to the benefit of the parties hereto, the respective grantees, successors and assigns, until such time as the Benefitted Property no longer requires the use of the groundwater monitoring facilities, at which time this grant of easement shall terminate forever

5. Indemnification. Grantee hereby indemnifies and holds Grantor and its successors and assigns, harmless from and against any and all losses, costs, damages, liabilities, expenses, penalties (including attorney fees at trial and

DR2752 PG3204

all appellate levels) incurred or sustained by Grantor, its successors and assigns, as a result of any act or omission of Grantee or its successors, employees, agents, representatives, guests and invitees, with respect to the use, operation, maintenance, or having access to the Burdened Property, except to the extent the same is caused by the negligent or willful act or omission of Grantor, its invitees, guests, agents, representatives, successors and assigns.

6. Insurance. Grantee shall maintain liability insurance coverage on the Burdened Property, in amounts as reasonably required by Grantor, naming Grantor as additional insured.

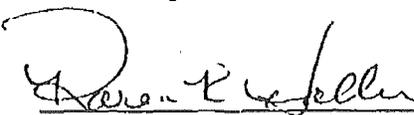
7. No Assignment. This Easement Agreement may not be assigned and any purported assignment of this Easement Agreement or any interest therein shall be void and of no force and effect.

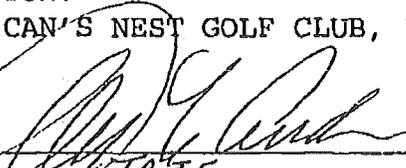
8. Attorneys' Fees. In the event legal action is instituted to enforce this Easement, the prevailing party shall be entitled to recover reasonable attorneys' and paralegal fees incurred in enforcing its rights hereunder, whether the same are incurred at the trial or appellate level.

IN WITNESS WHEREOF, the parties have executed this Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:
PELICAN'S NEST GOLF CLUB, INC.


Print Name: KAREN R. HOLLER

BY: 
Its: ATTORNEY


Print Name: G. RUSSELL WEAVER

Printed Name and Address:
ALAN N. CONDON
24831 PENNYROYAL DRIVE
BAWITA SPRINGS, FL 33923

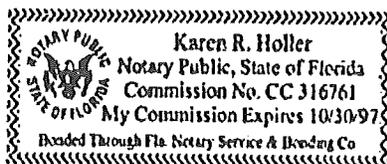
(Corporate Seal)

DR2752 PG3205

STATE OF FLORIDA
COUNTY OF Lee

BEFORE ME, the undersigned authority, personally appeared Alan London, known to me and known by me to be the Treasurer of Pelican's Nest Golf Club, Inc., and he acknowledged before me that he executed the foregoing as such officer for and on behalf of said corporation. He has ~~produced a Florida Driver's License as identification or~~ is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of March, 1996.



Karen R. Holler
Notary Public
Print Name: KAREN R. HOLLER
Commission No.: CC 316761
My Commission Expires: 10/30/97

OR2752 PG3206

Signed, sealed and delivered
in the presence of:

GRANTEE:
WCI COMMUNITIES LIMITED
PARTNERSHIP, a Delaware
limited partnership

Joann Finn
Print Name: Joann Finn

Laura A. Sargeant
Print Name: LAURA A. SARGEANT

By: Jerry H. Schmoyer
Senior Vice President and
duly authorized agent and
attorney-in-fact

Printed Address:
24820 BURNT PINE DR.
BONITA SPRINGS, FL
33923

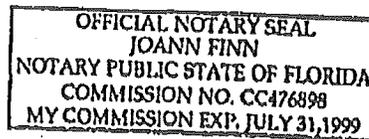
STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared Jerry H. Schmoyer, known to me and known by me to be the Senior Vice President and duly authorized agent and attorney-in-fact of WCI Communities Limited Partnership, a Delaware limited partnership, and he acknowledged before me that he executed the foregoing as such officer for and on behalf of said limited partnership. He is personally known to me.

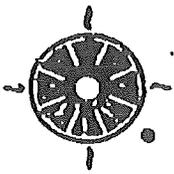
WITNESS my hand and official seal in the County and State last aforesaid this 12 day of October, 1995.

Joann Finn
Notary Public
Print Name: Joann Finn
Commission No.: CC476898
My Commission Expires: 7-31-99

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9/22/95



DR2752 PG3207



WILK N, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects & Environmental Consultants
4571 Colonial Boulevard, Suite 200, Fort Myers, Florida 33912 • (813) 939-1020 Fax (813) 939-7479

DESCRIPTION OF PELICAN LANDING GOLF COURSE PARCEL "A-2" BEING PART OF SECTION 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST

All of Tracts "H", "J", "K", "L", "M", and "N" and all that part of Tract "I" of Pelican Landing Unit Eighteen, a re-subdivision of Tract "D" of Pelican Landing Unit Fourteen, according to the plat thereof as recorded at Plat Book 56, pages 21 through 26, Public Records of Lee County Florida, also being all that part of Section 21, Township 47 South, Range 25 East, Lee County, Florida all being more particularly described as follows:

COMMENCING at the West 1/4 corner of said Section 21, thence along the East-West 1/4 Section line of said Section 21 N.88°52'47"E. 252.09 feet to the boundary of said Pelican Landing Unit Eighteen, also being the east right-of-way line of Pelican's Nest Drive, Tract "A" of said Pelican Landing Unit Fourteen and to a point on a curve and to the POINT OF BEGINNING of the Parcel herein described;

thence along said easterly right-of-way line and the boundary of said Pelican Landing Unit Eighteen in the following four (4) described courses:

- 1) Northerly 36.95 feet along the arc of a non-tangential circular curve concave to the East, having a radius of 59.08 feet, through a central angle of 35°50'16" and being subtended by a chord which bears N.15°04'52"E. 36.35 feet to a point of tangency;
- 2) N.33°00'00"E. 143.70 feet to a point of curvature;
- 3) Northerly 182.87 feet along the arc of a circular curve concave to the Northwest, having a radius of 317.50 feet, through a central angle of 33°00'00" and being subtended by a chord which bears N.16°30'00"E. 180.35 feet to a point of tangency;
- 4) N.00°00'00"E. 102.84 feet;

thence leaving said line N.75°38'14"E. 881.60 feet;

thence S.89°54'17"E. 666.60 feet to the boundary of aforesaid Pelican Landing Unit Eighteen;

thence along the boundary of said Pelican Landing Unit Eighteen in the following fifteen (15) described courses:

- 1) S.14°53'07"W. 54.41 feet;
- 2) S.21°22'25"W. 47.49 feet;
- 3) S.27°29'27"W. 42.59 feet;
- 4) S.79°02'35"W. 48.38 feet;
- 5) S.75°12'46"W. 52.38 feet;
- 6) S.42°54'00"W. 31.17 feet;
- 7) S.51°48'14"W. 54.83 feet;
- 8) S.40°23'37"W. 42.51 feet;
- 9) S.22°48'21"W. 48.73 feet;
- 10) S.19°46'35"W. 48.48 feet;
- 11) S.06°49'39"E. 33.62 feet;
- 12) S.06°23'36"W. 42.45 feet;

EXHIBIT A

Naples
(813) 649-4040
Fax (813) 643-3716

Fort Myers
(813) 939-1020
Fax (813) 939-7479

Sarasota
(813) 371-3690
Fax (813) 377-9852

DR2752 PG3208

- 13) S.60°43'59"W. 51.35 feet;
- 14) S.71°41'24"W. 55.13 feet;
- 15) S.68°16'53"W. 45.16 feet to the boundary of Pelican Landing Unit Sixteen according to the plat thereof as recorded in Plat Book 53, Pages 47 through 49, Public Records of Lee County, Florida;

thence along the boundary of said Pelican Landing Unit Sixteen and the boundary of said Pelican Landing Unit Eighteen in the following five (5) described courses:

- 1) N.51°03'32"W. 40.47 feet;
- 2) S.69°10'28"W. 282.19 feet;
- 3) S.68°13'34"W. 359.59 feet;
- 4) S.82°54'39"W. 167.68 feet;
- 5) S.43°00'00"W. 74.90 feet to the northerly right-of-way line of Bay Creek Drive also being Tract "A" of said Pelican landing Unit Sixteen, and a point on a curve;

thence along said northerly right-of-way line and the boundary of said Pelican Landing Unit Eighteen for the following four (4) described courses:

- 1) Northwesterly 132.90 feet along the arc of a non-tangential circular curve concave to the Southwest, having a radius of 197.50 feet, through a central angle of 38°33'19" and being subtended by a chord which bears N.77°48'42"W. 130.41 feet to a point of tangency;
- 2) S.82°54'39"W. 59.39 feet to a point of curvature;
- 3) Northwesterly 189.27 feet along the arc of a circular curve concave to the Northeast having a radius of 285.50 feet through a central angle of 37°59'02" and being subtended by a chord which bears N.78°05'50"W. 185.82 feet to a point of compound curvature;
- 4) Northwesterly 58.02 feet along the arc of a circular curve concave to the Northeast having a radius of 59.08 feet through a central angle of 56°16'02" and being subtended by a chord which bears N.30°58'18"W. 55.71 feet to the Point of Beginning of the Parcel herein described;

Parcel Contains 16.89 Acres, more or less;

Subject to any easements, restrictions, reservations or rights-of-way of record; Bearings are based on the West line of said Section 21, being N.00°35'34"W.

Prepared by:

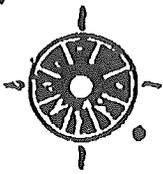
WILSON, MILLER, BARTON & PEEK, INC.

Elizabeth F. Gaines
 Elizabeth F. Gaines, P.L.S. #4576
 W.O. # 3821
 REF: E-0250-105
 DATE: November 30, 1994
 REVISED: December 20, 1994
 REVISED: March 27, 1995
 REVISED: March 29, 1995

3-29-95
Date

EXHIBIT A

DR2752 PG3209



WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects & Environmental Consultants
4571 Colonial Boulevard, Suite 200, Fort Myers, Florida 33912 • (813) 939-1020 Fax (813) 939-7479

DESCRIPTION OF PELICAN LANDING GOLF COURSE PARCEL "A-3" BEING PART OF SECTION 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST

All that part of Tract "G", Pelican Landing Unit Fourteen according to the plat thereof as recorded in Plat Book 53, Pages 35 through 46, Public Records of Lee County, Florida, also being all that part of Section 21, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

COMMENCING at the West 1/4 corner of said Section 21;
thence along the East-West 1/4 section line of said Section 21 N.88°52'47"E. 2640.34 feet to the center of said section and to the POINT OF BEGINNING of the Parcel herein described;

thence N.36°03'19"W. 180.08 feet;
thence S.79°57'25"W. 739.32 feet;
thence N.36°21'59"W. 152.84 feet to the westerly line of said Tract "G";
thence along the westerly line of said Tract "G" in the following nine (9) described courses:

- 1) N.18°07'43"E. 48.56 feet;
- 2) N.00°43'59"E. 46.33 feet;
- 3) N.07°36'22"E. 55.49 feet;
- 4) N.24°44'38"E. 45.16 feet;
- 5) N.46°23'18"E. 18.61 feet;
- 6) N.52°29'35"E. 27.81 feet;
- 7) N.65°52'58"E. 10.51 feet;
- 8) N.78°36'39"E. 28.87 feet;
- 9) N.79°30'03"E. 65.77 feet to the boundary of those lands described in Official Records Book 2430, Pages 2982 through 2985, Public Records of Lee County, Florida;

thence along said boundary in the following four (4) described courses:

- 1) S.00°00'00"E. 38.94 feet;
- 2) S.88°55'17"E. 577.25 feet;
- 3) N.14°06'56"E. 785.31 feet;
- 4) N.04°30'21"E. 488.13 feet to the northerly boundary of said Tract "G" also being the South right-of-way of Pelican's Nest Drive, Tract "A" of said Pelican Landing Unit 14 and to a point on a curve;

thence along said lines Northeasterly 311.31 feet along the arc of a non-tangential circular curve concave to the Southeast, having a radius of 695.00 feet, through a central angle of 25°39'51" and being subtended by a chord which bears N.50°49'48"E. 308.71 feet to the boundary of Bay Crest Villas at Pelican Landing and to the Plat thereof as recorded in Plat Book 54, Pages 38 through 42, Public Records of Lee County, Florida and to a point on said curve;

EXHIBIT A

Naples
(813) 644-4040
Fax (813) 643-3716
11/10/94-610704.000

Fort Myers
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Page 1 of 2

Sarasota
(813) 371-3600
Fax (813) 377-9832

DR2752 PG3210

thence along said boundary in the following seven (7) described courses:

- 1) S.01°41'53"E. 701.81 feet to a point of curvature;
- 2) Southwesterly 69.64 feet along the arc of a circular curve concave to the Northwest, having a radius of 150.00 feet, through a central angle of 26°35'58" and being subtended by a chord which bears S.11°36'06"W. 69.01 feet to a point of tangency;
- 3) S.24°54'05"W. 614.36 feet;
- 4) S.45°34'36"E. 258.37 feet;
- 5) N.67°42'26"E. 257.14 feet;
- 6) N.41°11'28"E. 514.96 feet;
- 7) N.01°33'08"W. 914.68 feet to a point on a curve;

thence leaving said boundary Southeasterly 175.88 feet along the arc of a non-tangential circular curve concave to the Northeast, having a radius of 323.00 feet, through a central angle of 31°11'57" and being subtended by a chord which bears S.50°16'34"E. 173.72 feet to a point of reverse curvature;

thence Southeasterly 381.63 feet along the arc of a circular curve concave to the Southwest, having a radius of 332.50 feet, through a central angle of 65°45'43" and being subtended by a chord which bears S.32°59'42"E. 361.03 feet to a point of tangency;

thence S.00°06'50"E. 605.67 feet;

thence S.41°11'28"W. 673.12 feet to a point of curvature;

thence Southwesterly 100.73 feet along the arc of a circular curve concave to the Northwest, having a radius of 150.00 feet, through a central angle of 38°28'28" and being subtended by a chord which bears S.60°25'42"W. 98.84 feet to a point of tangency;

thence S.79°39'56"W. 494.76 feet to the aforementioned East-West 1/4 section line;

thence along said East-West 1/4 Section line S.88°52'47"W. 102.26 feet to the Point of Beginning.

Parcel contains 27.49 acres, more or less;

Subject to any easements, restrictions, reservations or rights-of-way of record;
Bearings are based on the West line of said Section 21 being N.00°35'34"W.

Prepared by:

WILSON, MILLER, BARTON & PEEK, INC.



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

3-28-95

Date

REF.: E-0250-106
 W.O.: 3821
 DATE: December 1, 1994
 REVISED: December 20, 1994
 REVISED: March 28, 1995

EXHIBIT A

DR2752 PG3211



GROUNDWATER MONITORING
WELL LOCATIONS

EXHIBIT "B"

HAROLD GREEN LLC CT 7 FL
96 OCT 10 PM 2:19

OR2752 P63212