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This instrument prepared by:  
Daniel H. Cox, Esquire  
Young, van Assenderp, Varnadoe  
& Anderson, P.A.  
801 Laurel Oak Drive  
Naples, FL 34108

**EASEMENT AND ASSIGNMENT OF DEDICATIONS**

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THIS EASEMENT AND ASSIGNMENT OF DEDICATIONS made this 19<sup>th</sup> day of JANUARY, 2000, between **WCI COMMUNITIES, INC.**, a Delaware corporation, successor by merger of Pelican Landing Communities, Inc. (formerly known as Westinghouse Bayside Communities, Inc.) (hereinafter referred to as "WCI"), joined by **BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT** an independent special district of the State of Florida established under Chapter 190 Florida Statutes (hereinafter referred to as "District"), whose address is 210 N. University Drive, Suite 301, Coral Springs, Florida 33071, and **PELICAN LANDING COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 24830 Burnt Pine Drive, Bonita Springs, Florida 34134 (hereinafter referred to as "PLCA").

**WITNESSETH:**

**WHEREAS**, WCI executed dedications for road rights-of-way over certain property located in Pelican Landing, Lee County, Florida, in favor of the District by virtue of certain plat dedications, more particularly described as follows:

1. That certain Dedication on the plat of Pelican Landing Unit Five, according to the plat thereof recorded in Plat Book 59, Pages 11 through 16, inclusive, of the Public Records of Lee County, Florida, which reads as follows: "To the Bayside Improvement Community Development District, its successors and assigns, all of the private road rights-of-way herein referred to as Tracts "A" and "J" (Lakemont Drive), Tract "B" (Pennyroyal Drive) and Tract "C" (Pelican's Nest Drive), together with landscaping and signage improvements nor or hereinafter contained thereon for the purposes of ingress and egress, maintenance, repair and replacement of road, landscaping and signage, reserving unto dedicators, their successors and assigns, employees and invitees, a perpetual right for ingress and egress on and over said Tracts "A", "J", "B" and "C".
  
2. That certain Dedication on the plat of Pelican Landing Unit Seven, according to the plat thereof recorded in Plat Book 56, Pages 82 through 84, inclusive, of the Public Records of Lee County, Florida, which reads as follows: "To the Bayside Improvement Community Development District, its successors and assigns, all of the right-of-way of Goldcrest Drive (herein referred to as Tract "C"), together with all landscaping and other improvements now or hereinafter contained therein, for the purpose of ingress and egress, road construction, reconstruction, maintenance, repair and landscaping."
  
3. That certain Dedication on the plat of Pelican Landing Unit Ten, according to the plat thereof recorded in Plat Book 53, Pages 30 through 34, inclusive, of the Public Records of Lee County, Florida, which reads as follows: "The road rights-of-way of Pennyroyal Drive, Woodsage Drive, Candleberry Court, Muscadine Lane and Pine Fern Lane (herein collectively referred to as Tract "A"), Tracts "C" through "K", inclusive, are hereby dedicated to the Bayside Improvement Community Development District, its successors and assigns, subject to easements hereinafter set forth, reserving unto Westinghouse Communities of Naples, Inc., its successors, its assigns, employees and invitees a perpetual right for ingress and egress on and over said Tract "A"."

4. That certain Dedication on the plat of Pelican Landing Unit Nineteen, according to the plat thereof recorded in Plat Book 56, Pages 36 through 38, inclusive, of the Public Records of Lee County, Florida, which reads as follows: "To the Bayside Improvement Community Development District, its successors and assigns, all of the private rights-of-way of Pennyroyal Drive, Heron Point Court and a portion of Pelican Colony Boulevard (herein referred to as Tract "B"), together with landscaping and signage improvements now or hereinafter contained therein, for the purposes of ingress and egress, maintenance, repair and replacement of road, landscaping and signage, reserving unto WCN Communities, Inc., its successors and assigns, employees and invitees, a perpetual right for ingress and egress on and over said Tract "B"."

5. That certain Dedication on the plat of Pelican Landing Unit Twenty-two, according to the plat thereof recorded in Plat Book 58, Pages 17 through 21, inclusive, of the Public Records of Lee County, Florida, which reads as follows: "To the Bayside Improvement Community Development District, its successors and assigns, the private road rights-of-way known as Peppermill Court, Glenwater lane and Waterside Drive (herein referred to as Tract "B"), together with landscaping and signage improvements now or hereinafter contained therein for the purposes of ingress and egress, maintenance, repair and replacement of road, landscaping and signage, reserving unto WCI Communities Limited Partnership, its successors and assigns, employees and invitees, a perpetual right for ingress and egress on and over said Tract "B"."

6. That certain Dedication on the plat of Capri at Pelican Landing, recorded in Plat Book 57, Pages 20 through 23, inclusive, of the Public Records of Lee County, Florida, which reads as follows: "To the Bayside Improvement Community Development District, its successors and assigns, all of the road right-of-way of Hollybriar Lane (herein referred to as Tract "A") and all of Tracts "B" and "C" (both Tracts "B" and "C" herein referred to as Goldcrest Drive), together with landscaping improvements now or hereinafter contained thereon, for the purposes of ingress and egress, maintenance, repair and replacement of road, drainage and landscaping, reserving unto Lennar Homes, Inc. and granting unto Pelican Landing Communities, Inc., their successors and assigns, employees and invitees, a perpetual right for ingress and egress on and over said Tracts "A", "B" and "C"."

All of the above hereinafter referred to as "Bayside ROW Dedications".

**WHEREAS**, WCI and the District, acknowledge that the Bayside ROW Dedications described above were intended to create easements in favor of the District to be held for the benefit of the members of the PLCA, their tenants, invitees, licensees, mortgagees and employees, and none other; and

**WHEREAS**, WCI, the District and the PLCA desire that the easements created by virtue of the Bayside ROW Dedications be assigned to the PLCA and held by the PLCA for the use and enjoyment of its members, their tenants, invitees, licensees, mortgagees and employees; and

**WHEREAS**, the assignment of the easements created by the dedications will not impair the use and enjoyment of the premises by the beneficial owners of the easements; and

**WHEREAS**, the assignment of the easements created by the dedications will not impair the special and peculiar benefits derived by the properties subject to the jurisdiction of the District from the activities of the District funded through the District's Bonds; and

**WHEREAS**, the assignment of the easements 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; and

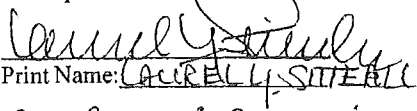
WHEREAS, WCI has granted a non-exclusive easement for purposes of ingress and egress, maintenance, repair and replacement of roads (including, but not limited to) pavement, curbing, sidewalks, drainage, landscaping, irrigation, lighting and signage improvements) over the roadways described in the Bayside ROW Dedications, in favor of the Bayside District, subject to a reservation in favor of WCI and the PLCA for ingress and egress on, over and across the lands described in said easement, recorded in O.R. 3218, Page 4204, of the Public Records of Lee County, Florida ("District Easement").


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. District Easement. The District Easement is hereby ratified and confirmed and shall continue in full force and effect.
- C. Easement to PLCA. WCI does hereby grant a non-exclusive easement over, across, under and above the roadways described in the Bayside ROW Dedications to the PLCA for the use and enjoyment of its members, their tenants, invitees, licensees, mortgagees and employees.
- D. Assignment of Dedications to PLCA. The District, subject to the continued existence of the District Easement which is hereby ratified, does hereby assign, transfer and quitclaim to the PLCA, for the benefit, use and enjoyment of its Members, their tenants, invitees, licensees, mortgagees and employees, and does release any interest that the District has in the land described in the Bayside ROW Dedications as such Bay Creek ROW Dedications relate to roadway and roadway improvements.
- E. Acceptance of Assignment. The PLCA does hereby accept the assignment of the District's interest in the above described Bayside ROW Dedications, and by acceptance of the Assignment does hereby agree to indemnify and save the District, 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 PLCA, its contractors, employees, agents and subcontractors, of the PLCA's responsibilities pertaining to the Bayside ROW Dedications. PLCA 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 District in connection with any such claim.

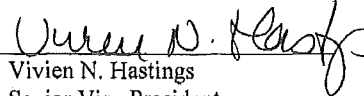
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized agents.

Signed, sealed and delivered  
in our presence

  
Print Name: LAURELL SITEATY

  
Print Name: MELANIE SPIRE

WCI COMMUNITIES, INC., a Delaware  
corporation

By:   
Vivien N. Hastings  
Senior Vice President

Joined By:

BAYSIDE IMPROVEMENT COMMUNITY  
DEVELOPMENT DISTRICT  
DISTRICT

Attest:

James P. Ward  
Secretary

By: George Drabb  
Print Name: GEORGE DRABB  
Its: CHAIRMAN

Accepted by:

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

Laurel Y. Sitterly  
Print Name: LAUREL Y. SITTERLY

By: Benjamin W. Harden  
Print Name: Benjamin W. Harden  
Its: President

Melanie Squire  
Print Name: MELANIE SQUIRE

STATE OF FLORIDA  
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take  
acknowledgments, personally appeared Vivien N. Hastings, as Senior Vice President of WCI  
Communities, Inc., a Delaware corporation, on behalf of the corporation. She is personally  
known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of  
JUNE, 2001

Laurel Y. Sitterly  
NOTARY PUBLIC  
Printed Name: LAUREL Y. SITTERLY  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

~~I HEREBY CERTIFY that on this day before me, an officer duly qualified to take  
acknowledgments, personally appeared \_\_\_\_\_,  
and \_\_\_\_\_,  
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 \_\_\_ day of  
\_\_\_\_\_, 2000.~~

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name \_\_\_\_\_  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF LEE

On this 29 day of DECEMBER, 2000, before me, the undersigned notary public, personally appeared George Drabb, Chairperson of the Bayside Community Development District, to me will known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument in the capacities and for the purposes therein expressed.  He  She  is personally known to me or  produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

CHESELEY E. ADAMS JR.  
Notary Public

CHESELEY E. ADAMS JR.  
Printed Name

My Commission Expires: 7/18/2003

**CHESELEY E. ADAMS, JR.**  
Notary Public, State of Florida  
My comm. exp. July 18, 2003  
Comm. No. CC855817

STATE OF FLORIDA  
COUNTY OF BROWARD

On this 11<sup>th</sup> day of January, 2000, before me, the undersigned notary public, personally appeared James P. Ward, Secretary of the Bayside Community Development District, to me will known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument in the capacities and for the purposes therein expressed. He is  personally known to me or  produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Katherine V. Selchan  
Notary Public

Katherine V. Selchan  
Printed Name

My Commission Expires: December 22, 2002



**Katherine V. Selchan**  
Commission # CC 789318  
Expires DEC. 22, 2002  
BONDED THRU  
ATLANTIC BONDING CO., INC.

STATE OF FLORIDA  
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared KENNETH HAUSEN 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 25 day of JANUARY, 2000.

Laurely Sitterly  
NOTARY PUBLIC  
Printed Name LAURELY SITTERLY  
My Commission Expires:

