

Return to: Pelican Bay Foundation
6251 Pelican Bay Blvd
Naples, FL 34108 Att. Law

This instrument was prepared without
an opinion of title, and after recording return to: by:

Francesca Passidomo, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

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BERM AND LANDSCAPE BUFFER EASEMENT

^{30th} ~~day of November, 2018~~ ^{Nov 2019} THIS BERM AND LANDSCAPE EASEMENT (this "Easement") is made and executed this day of November, 2018 by BARRINGTON CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 7045-7108 Barrington Circle, Naples, Florida 34108 ("Neighborhood Association") to PELICAN BAY FOUNDATION, INC., a Florida not-for-profit corporation, whose address is 6251 Pelican Bay Boulevard, Naples, Florida 34108, its successors and assigns ("Foundation").

RECITALS

WHEREAS, the Foundation is a private not-for-profit corporation formed pursuant to Chapter 720 and Chapter 617, Florida Statutes, that owns and/or operates certain common facilities and amenity facilities for the common use and enjoyment of its members ("Foundation Common Area") within the community known as "Pelican Bay", a mixed-use master planned community generally located north of Seagate Drive, West of US-41, and South of Vanderbilt Beach Road in Collier County, Florida (the "County"); and

WHEREAS, as of this date, the Pelican Bay Services Division Municipal Service Taxing and Benefit Unit of the County, established by Ordinance 02-27, as amended ("PBSD") maintains certain perimeter improvements and landscaping within Pelican Bay, including the property described on Exhibit "A" ("Easement Area") through the annual levy of uniform, non-ad-valorem assessment against all owners within its jurisdiction, including all owners within Pelican Bay; and

WHEREAS, the Easement Area is adjacent to Tamiami Trail North and serves as the gateway to Pelican Bay; and

WHEREAS, the Neighborhood Association is a private not-for-profit corporation formed pursuant to Chapter 718 and Chapter 617, Florida Statutes, that operates certain common facilities and lands within the Barrington Club neighborhood ("Neighborhood"), which Neighborhood is located in Pelican Bay within jurisdictional boundaries of the Foundation; and

WHEREAS, the Easement Area is located within the Neighborhood as common area; and

WHEREAS, notwithstanding the primary maintenance responsibility of PBSD over the Easement Area, the Foundation desires to have the right, in its discretion, in order to further the interests of all the members of the Foundation, to enhance, maintain, repair and replace the landscaping and accompanying irrigation improvements in the Easement Area as provided herein, and, accordingly, such Easement Area shall hereafter be deemed a Foundation Common Area pursuant to that certain Second Amended and Restated Declaration of General Protective Covenants for Pelican Bay, recorded in Official Records Book 4442, at Page 3381, Public Records of the County, as may subsequently be amended (“Foundation Declaration”); and

WHEREAS, the Neighborhood Association, by approval of a majority of the Board of the Neighborhood Association, wishes to grant the Foundation a perpetual, non-exclusive easement over, across and upon the Easement Area for the purposes hereinafter set forth, subject to the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by the Foundation, the receipt and sufficiency whereof are hereby acknowledged, the Neighborhood Association provides as follows:

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

2. **Grant of Easement.** The Neighborhood Association hereby gives, grants and conveys unto the Foundation a non-exclusive easement over, across, under and through the Easement Area for the purpose of installing, and, to the extent PBSD ceases to maintain the Easement Area, maintaining, replacing and/or removing landscaping and related perimeter improvements, such as irrigation, but specifically excluding any existing walls or structures located within the Easement Area (collectively, “Easement Improvements”). The Foundation shall use reasonable care in performing work within the Easement Area and shall conduct all activity within the Easement Area in accordance with the Declaration and all applicable permits, rules, ordinances, regulations and laws and, to the extent required, will obtain all requisite permits and approvals prior to the commencement of any activity in the Easement Area. The Neighborhood Association acknowledges that the Foundation’s work in the Easement Area may be performed, at the sole election of the Foundation, by the Foundation’s own employees, contractors or agents engaged by the Foundation. The Neighborhood Association further acknowledges that PBSD has primary maintenance responsibilities over the Easement Area, and that the exercise of the Foundation’s rights hereunder is subject to the Board of the Foundation’s reasonable business judgement. The Neighborhood Association, its successors, assigns and successors in title, agree not to build, construct or place, nor permit others to build, construct or place, any buildings or other structures or improvements within the Easement Area that materially and adversely interfere with the Foundation’s rights granted hereby.

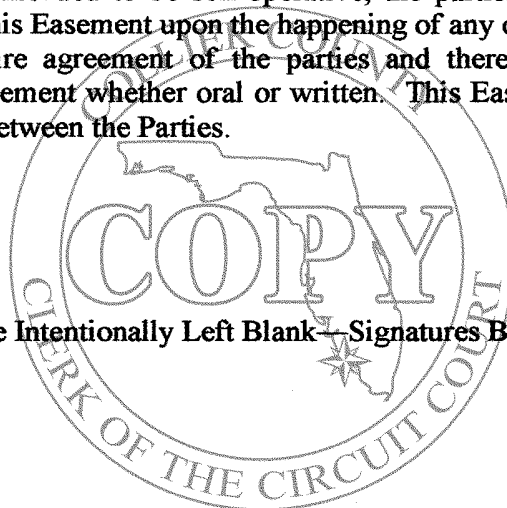
3. **Maintenance of Landscaping within the Easement Area.** PBSD shall continue to have sole responsibility for maintenance of the Easement Area and the Easement Improvements. In the event PBSD is dissolved or otherwise ceases to maintain the Easement Area, the Easement Improvements installed or owned by the Foundation in the Easement Area shall be maintained by the Foundation at the Foundation’s sole cost and expense. The Foundation shall have the

right to modify or enhance the landscaping within the Easement Area consistent with the terms of the Declaration and any applicable regulatory requirements.

4. **Running of Benefits and Burdens.** The obligations created hereunder shall burden the Easement Area and shall be binding upon any and all subsequent owners thereof.

5. **Miscellaneous.** This Easement is made and shall be governed and construed by the laws of the State of Florida. Sole and exclusive venue for any litigation arising out of this Agreement shall be in the State court of appropriate jurisdiction in Collier County, Florida. Nothing contained in this Easement is intended to dedicate, grant or reserve to the general public or the public at large any right to use, possess or occupy the Easement Area, or any portion thereof. In the event the Foundation ever ceases to use this Easement, or if the Foundation is ever dissolved, this Easement shall automatically expire and be of no further force and effect. Although the foregoing is intended to be self-operative, the parties agree to execute a proper release and termination of this Easement upon the happening of any of the foregoing events. This Easement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Easement supersedes any prior written or oral agreements between the Parties.

(Remainder of Page Intentionally Left Blank—Signatures Begin on Next Page)



IN WITNESSES WHEREOF, the Neighborhood Association hereby executes this Easement as of the date first written above.

NEIGHBORHOOD ASSOCIATION:

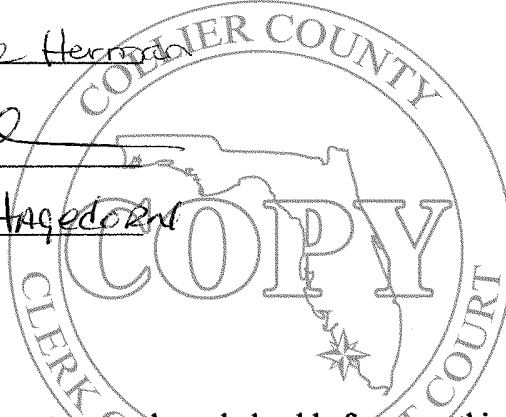
BARRINGTON CLUB CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

Signed, sealed and delivered in our presence:

Katherine Herman
Signature
Printed Name: Katherine Herman

By: [Signature]
Print Name: William W J Feldman
Its: President BARRINGTON ASSOC., INC

Sandra Hagedorn
Signature
Printed Name: Sandra Hagedorn



STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this 30th of May 2018, by William Feldman, as President of Barrington Club Center, INC., a Florida not-for-profit corporation, on behalf of the Corporation, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC Suzanne Perez
Name: Suzanne Perez
(Type or Print)
My Commission Expires:



SUZANNE HOFFMAN PEREZ
Commission # GG 227263
Expires October 11, 2022
Bonded Thru Budget Notary Services

ACCEPTED BY THE FOUNDATION:

PELICAN BAY FOUNDATION, INC., a Florida not-for-profit corporation

Signed, sealed and delivered in our presence:

By: [Signature]
Print Name: James Heppsteadt
Its: President / COO

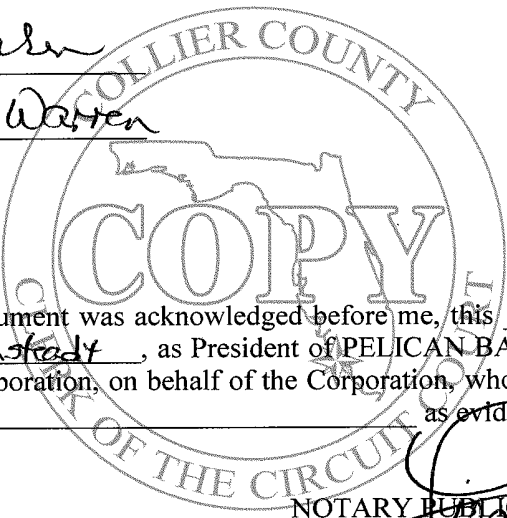
[Signature]
Signature
Printed Name: JENNIFER BAKER

[Signature]
Signature
Printed Name: Lisa A Warren

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this 17 of June, 2019, by James Heppsteadt, as President of PELICAN BAY FOUNDATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)



NOTARY PUBLIC
Name: [Signature]
(Type or Print)
My Commission Expires:

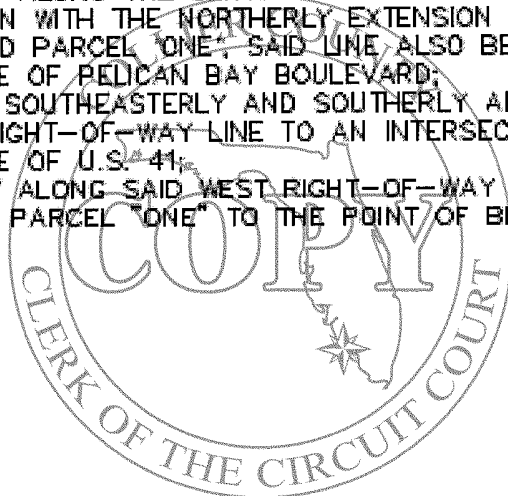


Lisa A Warren
Commission # GG130632
Expires: August 30, 2021
Bonded thru Aaron Notary

EXHIBIT "A"
Easement Area Legal Description

ALL THAT PART OF PARCEL "ONE" OF PELICAN BAY UNIT THIRTEEN, AS RECORDED IN PLAT BOOK 16, PAGES 80 - 86, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF CAMBRIDGE AT PELICAN BAY, AS RECORDED IN PLAT BOOK 18, PAGES 63 - 64, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL);
THENCE WESTERLY ALONG THE NORTH LINE OF SAID CAMBRIDGE AT PELICAN BAY TO AN INTERSECTION WITH THE CENTER OF THE TOP OF THE LANDSCAPED BERM;
THENCE NORTHERLY ALONG THE CENTER OF THE TOP OF SAID LANDSCAPED BERM TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF SAID BERM AND THE NORTH LINE OF SAID PARCEL "ONE", SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF PELICAN BAY BOULEVARD;
THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG SAID NORTH LINE AND SAID SOUTH RIGHT-OF-WAY LINE TO AN INTERSECTION WITH SAID WEST RIGHT-OF-WAY LINE OF U.S. 41;
THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF SAID PARCEL "ONE" TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.



Easement Area Sketch of Description

