

Prepared by and Return to:
Richard D. Yovanovich, Esq.
Coleman, Yovanovich & Koester, PA.
4001 Tamiami Trail N.
Suite # 300
Naples, Florida 34103

BERM AND LANDSCAPE BUFFER EASEMENT

THIS BERM AND LANDSCAPE BUFFER EASEMENT is made on this 23rd day of September 2009, by First Baptist Church of Naples whose address is 3000 Orange Blossom Drive, Naples, FL 34109, ("Grantor") and Walden Oaks Homeowner's Association, Inc. a Florida not for profit corporation, whose address is 6700 Lone Oak Boulevard, Naples, FL 34109 ("Grantee").

RECITALS

WHEREAS, Grantor is the fee simple owner of that certain real property situated in Collier County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein ("Easement Area"); and

WHEREAS, Grantor is the owner of that certain adjoining tract of land, consisting of a landscape buffer and berm ("Grantee's Property"); and

WHEREAS, Grantor wishes to grant Grantee a perpetual, non-exclusive easement over, across and under the Easement Area for the purposes hereinafter set forth.

NOW THEREFORE, in consideration of the sum of \$10.00 paid by the Grantee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

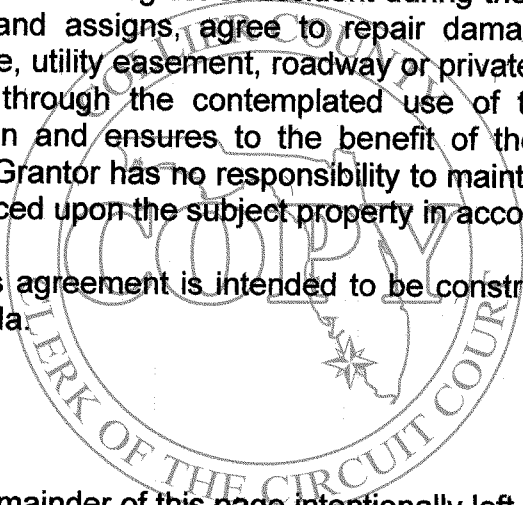
1. Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.
2. Grant of Easement. Grantor does hereby give, grant and convey unto Grantee, its successors and/or assigns an easement over, across and under the Easement Area for the purpose of installing, maintaining, replacing and/or removing (i) an earth berm which shall be constructed in compliance with the requirements set by the all applicable governmental agencies, and/or (ii) landscape, irrigation and related materials and equipment, including, but not limited to, plants, trees, sod, ground cover, fertilizers, mulch and insecticides, conduit pipes ("Easement").
3. Maintenance: Grantee shall at its sole cost and expense, properly maintain all existing and future improvements within the Easement Area. However, Grantor shall, at its cost and expense maintain the Grantor's existing irrigation system within the Easement Area.
4. Grantor's Fence. Grantor has agreed to construct its fence approximately 25 feet from the Grantor's west property line. The fence will include gates to access the area of Grantor's property beyond the fence including but not limited to the sprinkler system referred to in paragraph 3 above.
5. Setbacks. Grantee acknowledges that all setbacks applicable to the Grantor's property shall be measured from the property line and not the easement area or Grantor's fence
6. Running of Benefits and Burdens. The benefits and obligations created hereunder shall run with the land and shall be binding upon any and all subsequent owners of the real property described in Exhibit "A" and shall be appurtenant to and benefit the Grantee's Property and Grantees successors in title.

7. Grantee's Right to Grant a License. Grantor acknowledges and agrees that Grantee and its successor in title shall have the right (but not the obligation) to grant a non-exclusive license to one or more property owners' associations (each, an "Association") for the purpose of allowing the Association to exercise the rights of Grantee hereunder, under the terms and conditions of one or more separate license and/or cost sharing agreements that may be entered into between Grantee and one or more Associations.

8. Liability. The Grantor shall not be responsible for the cost of landscaping and buffering the Easement Area, nor shall the Grantor be responsible for any loss or injury to property or persons occasioned by neglect or accident during the progress of work. The Grantee agrees to repair any damage that may occur to adjoining buildings, structures, utility easements, roadways or private property during the course of the work. In accordance with the responsibilities assumed by Grantee to this Agreement, the Grantee, its successors and assigns, agree to indemnify, hold harmless and defend the Grantor, its employees and agents, from and against all claims, losses, demands, payments, actions, judgments and liabilities, including litigation costs and attorney's fees, due to any act or omission by the Grantee, its successors or assigns, their employees, agents, contractors, invitees, licensees, guests, that arise from the placement, replacement or maintenance of landscaping, irrigation, and buffering contemplated by this Agreement. The Grantee accepts sole responsibility to obtain any and all appropriate permits necessary for installing improvements within the Easement Area, as contemplated by this Agreement. The Grantee, its successors and assigns assume the risk and responsibility for any loss or injury to property or persons occasioned by the failure to properly maintain the berm and landscaped buffer area or due to neglect or accident during the maintenance process. The Grantee, its successors and assigns, agree to repair damage that may occur to any adjoining building, structure, utility easement, roadway or private property during the course of maintenance work or through the contemplated use of the Easement Area. This instrument is binding upon and ensures to the benefit of the parties' heirs, executors, successors and assigns. Grantor has no responsibility to maintain any landscaping, berms or other improvements placed upon the subject property in accordance with this Easement.

9. Laws. This agreement is intended to be construed in accordance with the laws of the State of Florida.

[Remainder of this page intentionally left blank]



IN WITNESSES WHEREOF, Grantor/Grantee hereby executes this Agreement as of the date first written above.

Witnesses:

By: Miguel A Cruz
Miguel A Cruz
Print Name

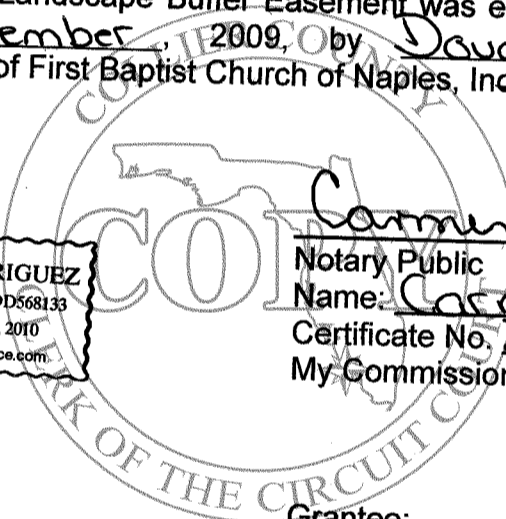
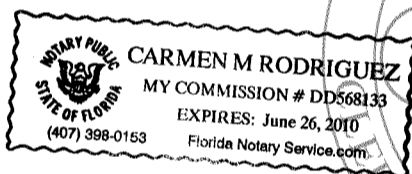
By: Georgia West
Georgia West
Print Name

Grantor:

FIRST BAPTIST CHURCH OF NAPLES
By: Douglas Pigg

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Berm and Landscape Buffer Easement was executed before me this 23rd day of September, 2009, by Douglas Pigg, as Assoc. Pastor of Ch. Admin of First Baptist Church of Naples, Inc.



Carmen M. Rodriguez
Notary Public
Name: Carmen M. Rodriguez
Certificate No. DD568133
My Commission expires: June 26, 2010

Witnesses:

By: Robert E Campbell
ROBERT E. Campbell
Print Name

By: Sharon Scott
Sharon Scott
Print Name

Grantee:

Walden Oaks Homeowner's Association, Inc.

By: R.W. Clemenson
Print Name: R.W. Clemenson
Title: Pres. WO Master HOA

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Berm and Landscape Buffer Easement was executed before me this 18th day of September, 2009, by R.W. Clemenson, as Pres HOA of Walden Oaks Homeowner's Association, Inc. who produced FL DL [redacted]

Stephanie L. Robertson



EXHIBIT A

H:\1995\1995012\DW\SKETCHES\9512BUFFSL.dwg Tab: Model Jul 09, 2009 - 1:40pm Plotted by: TomMurphy



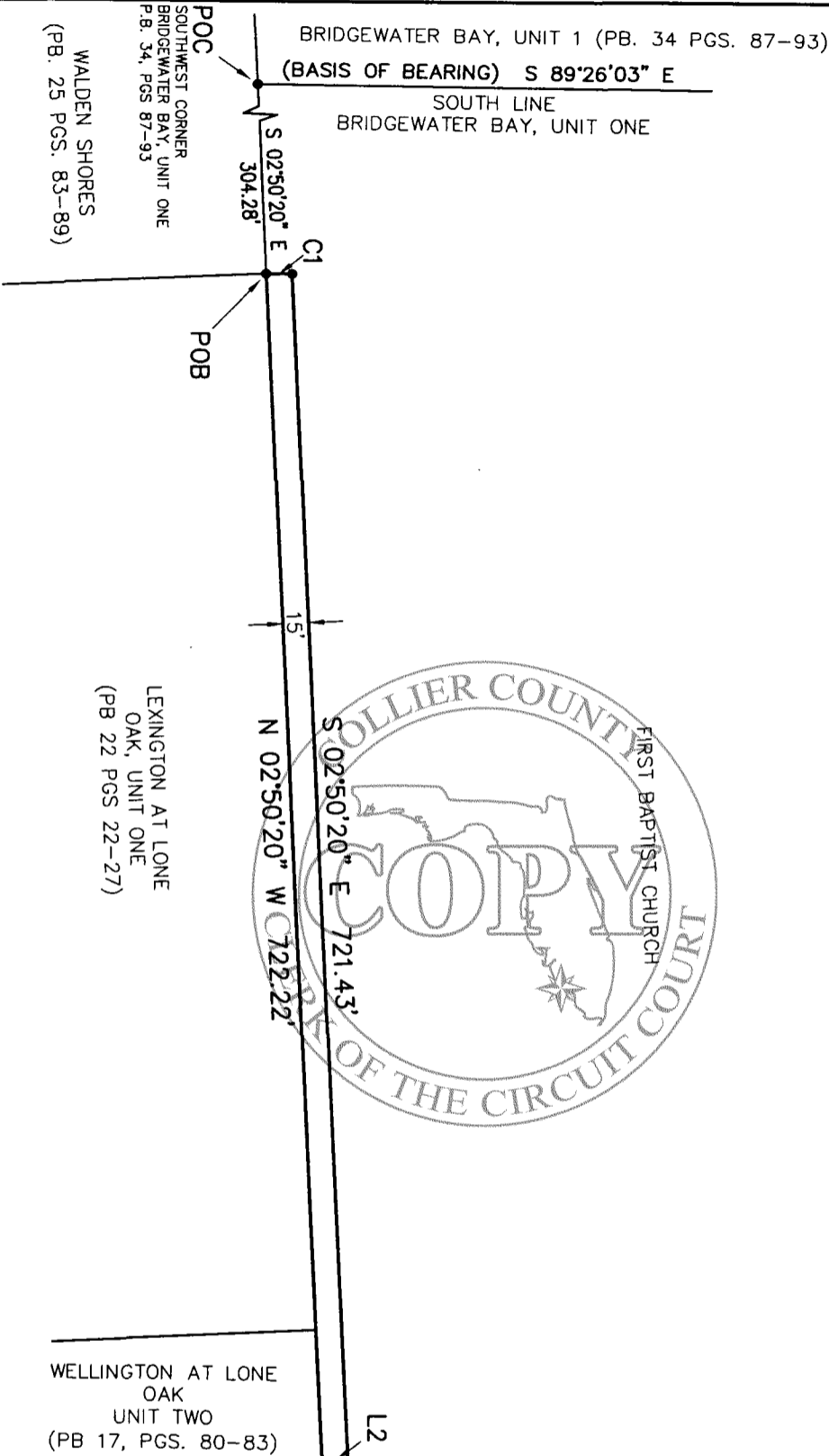
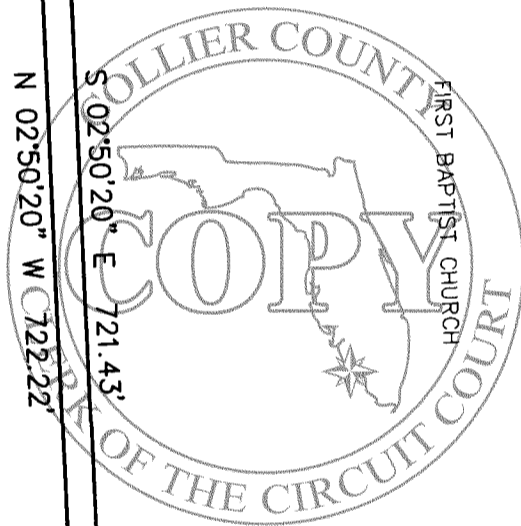
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	898.57'	00°57'28"	15.02'	S 89°50'24" E	15.02'

LINE	BEARING	DISTANCE
L1	S 87°09'40" W	15.00'



LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BRIDGEWATER BAY, UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, AT PAGES 87 THROUGH 93 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN S.02°50'20"E., FOR A DISTANCE OF 304.28 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY; WHOSE RADIUS POINT BEARS N.00°38'20"E., THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 898.57 FEET, THROUGH A CENTRAL ANGLE OF 0°57'28", SUBTENDED BY A CHORD OF 15.02 FEET AT A BEARING OF S.89°50'24"E., FOR A DISTANCE OF 15.02 FEET TO THE END OF SAID CURVE; THENCE RUN S.02°50'20"E., FOR A DISTANCE OF 721.43 FEET; THENCE RUN S.87°09'40"W., FOR A DISTANCE OF 15.00 FEET; THENCE RUN N.02°50'20"W., FOR A DISTANCE OF 722.22 FEET TO THE POINT OF BEGINNING; CONTAINING 0.249 ACRE, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF BRIDGEWATER BAY, UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, AT PAGES 87 THROUGH 93 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING S.89°26'03"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY *Thomas M. Murphy* P.S.M. #5628
THOMAS M. MURPHY
STATE OF FLORIDA

* NOT A SURVEY *

SEC-TWN-RGE:	1-49-25
DRAWN BY:	AT
CHECKED BY:	TMM
DATE:	07/09
DRAWING NO.:	B-6522



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No. 1772

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

SKETCH AND LEGAL DESCRIPTION

PROJECT NO.	1995012
REFERENCE NO.	9512BUFFSL