



Parcel Id. No. _____
 Grantor's Tax Id. No. _____
 Grantee's Tax Id. No. _____

INSTR # 5839820
 Official Records BK 03947 PG 3139
 RECORDED 05/30/2003 02:54:17 PM
 CHARLIE GREEN, CLERK OF COURT
 LEE COUNTY
 RECORDING FEE 24.00
 DEED DOC 0.70
 DEPUTY CLERK S Jensen

Commercial Development PREPARED BY
 Comcast <==& RETURN TO
 301 Tower Road
 Naples, Florida 34113

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

THIS EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE (this "Easement Agreement") is made and delivered the 16th day of December, 2002 by Bay Colony-Gateway, Inc., a Delaware corporation ("BCG"), (hereinafter referred to as GRANTOR), whose post office address is 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, to Comcast Cablevision Corporation of California, LLC dba Comcast Cable Communications, Inc., a Delaware corporation (hereinafter referred to as GRANTEE), whose post office address is 301 Tower Road, Naples, FL 34113.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in that certain Master Cable Television Agreement entered into December 31, 2001 between the parties hereto (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, being the owner of the following described land situated in Lee County, Florida:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN (the "Easement Area")

HEREBY grants to GRANTEE, its agents, successors and assigns, a non-exclusive easement upon, under, over and across the Easement Area for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating and upgrading GRANTEE's cable television and other underground communications facilities (including, without limitation, underground: wires, conduits, connectors and related equipment) and services, installed or to be installed from time to time, together with the right to reconstruct, improve, add to and remove any such facilities; provided, however, that in making any excavation upon or within the Easement Area, GRANTEE shall make same in such manner as will cause the least injury/disturbance to the Easement Area around such excavation area and shall replace the earth so removed/disturbed and restore such area to as near to the same condition that existed immediately prior to such excavation as is practicable. GRANTEE acknowledges that, except for facilities that are generally required to be above ground such as pedestals, and have been approved by GRANTOR, any and all cable and communication facilities shall be installed underground and in such fashion to insure there will be no visual intrusion with any improvements installed (or to be installed) by GRANTOR, its successors or assigns on the Easement Area. This easement shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns.

Initially, the Easement Area shall be a blanket easement but as the locations of the residential buildings and other improvements are ascertained, the Easement Area shall be reduced to specific easement areas that do not interfere with the construction, use and occupancy of the

buildings and improvements constructed or to be constructed thereon and are no greater than those reasonably necessary to enable GRANTEE to provide the cable television and video programming services related thereto to the residential units contemplated in the Agreement. Notwithstanding anything to the contrary herein contained, the area within the building setbacks or pool structure/enclosure of any lot or parcel shall not be a part of the Easement Area. GRANTOR shall have the unilateral right to reduce the Easement Area as originally provided for herein to such specific easements as are reasonably necessary and sufficient to enable GRANTEE to fulfill its obligations as contemplated in the Agreement.

GRANTOR hereby covenants with GRANTEE that GRANTOR has good right and legal authority to grant the easement created hereby.

Except to the extent that the Easement Area has been granted to, or is shared with, or subsequent to the date hereof is granted to or is shared with Lee County, other governmental bodies, utility providers or other service providers, this is a private easement between GRANTOR and GRANTEE and neither the general public nor any purchaser of property unencumbered by this Easement Agreement shall acquire any right, title or interest in or to the easement created hereby. Further, the Agreement, and this easement created hereby may be modified or vacated by mutual written agreement of the parties hereto and their respective successors and/or assigns without written notice to the general public or any purchaser of property unencumbered by the Agreement or the easement created hereby.

GRANTEE, by acceptance of the easement created hereby, agrees for itself, its successors and assigns, not to interfere at any time with the right of ingress or egress of GRANTOR, its successors or assigns, or any other party requiring access to any of the Easement Area or to any properties abutting the Easement Area.

This easement and the rights granted hereby shall run with the land for so long as Grantee, its successors or assigns provides cable television service to the Property.

At such time as this easement and the rights granted hereby are terminated in accordance with the immediately preceding literary paragraph or, at such earlier time as GRANTEE, in its sole determination, no longer requires the use of the easement created hereby or, at such time GRANTEE's right to use the easement granted herein is properly terminated, GRANTEE shall execute an instrument for recordation in the Public Records of Lee County, Florida, forever terminating and vacating its rights to the easement created hereby and all relevant parts thereof.

GRANTOR hereby expressly reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the communication facilities.

GRANTOR hereby expressly reserves for itself and its successors and assigns the unilateral right to change and amend the real properties comprising the Easement Area, as the same currently exists and as the same may hereafter be amended, so long as the real properties comprising the Easement Area, as may be amended in accordance with the terms hereof, will continue to permit the properties benefited by the Easement Area to receive the cable television and video programming services related thereto as contemplated in the Agreement. Grantor shall reimburse Grantee for all reasonable costs incurred in connection with any such change or amendment.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date first written above.

Cathleen Smith
Witness
Cathleen Smith
Print witness name

Lynn Wells
Witness
Lynn Wells
Print witness name

BAY COLONY-GATEWAY, INC.,
a Delaware corporation

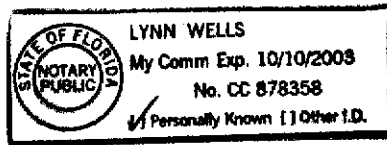
By: *[Signature]*
Name: Timothy OAK
Title:

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17th day of Dec., 2002 by Tim OAK as VP, of BAY COLONY-GATEWAY, INC., a Delaware corporation, on behalf of the corporation, [] who is personally known to me or [] who has produced _____ as identification.

CC 878358
Commission number
10/10/03
Commission expiration date

Lynn Wells
Signature
Lynn Wells
Print name



SCANNER'S MEMO
Best Image Available

EXHIBIT A

DESCRIPTION
PARCEL IN
SECTION 35, TOWNSHIP 44 SOUTH, RANGE 25 EAST
AND
SECTIONS 1 AND 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

SUN CITY CENTER FORT MYERS

A TRACT OR PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 44 SOUTH, RANGE 25 EAST AND SECTIONS 1 AND 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1 RUN N89°28'42"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 1 FOR 1709.78 FEET; THENCE RUN S00°20'44"E FOR 5288.72 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 1; THENCE RUN S89°56'14"W ALONG SAID SOUTH LINE FOR 1660.72 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE RUN S89°03'49"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 2 FOR 2645.12 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE-1/4); THENCE RUN S89°03'49"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 2 FOR 476.16 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 2599.95 FEET (CHORD BEARING N01°38'43"W) (CHORD 200.13 FEET) (DELTA 04°24'41") FOR 200.18 FEET TO A POINT OF TANGENCY; THENCE RUN N03°51'03"W FOR 959.31 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 2700.06 FEET (CHORD BEARING N01°21'04"E) (CHORD 489.62 FEET) (DELTA 10°24'15") FOR 490.30 FEET TO A POINT OF TANGENCY; THENCE RUN N06°33'12"E FOR 1166.54 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 1100.00 FEET (CHORD BEARING N14°58'12"W) (CHORD 807.14 FEET) (DELTA 43°02'48") FOR 826.44 FEET TO A POINT OF TANGENCY; THENCE RUN N36°29'36"W FOR 266.36 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 1900.00 FEET (CHORD BEARING N17°39'36" W) (CHORD 1226.70 FEET) (DELTA 37°40'00") FOR 1249.07 FEET TO A POINT OF TANGENCY; THENCE RUN N01°10'24"E FOR 248.58 FEET; THENCE RUN S89°25'36"W FOR 214.71 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF TREELINE

SCANNER'S MEMO
Best Image Available

BOULEVARD AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1529 AT PAGE 412, LEE COUNTY RECORDS; THENCE RUN $N00^{\circ}02'17''W$ ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 68.31 FEET; THENCE RUN $N01^{\circ}00'06''W$ ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 2642.68 FEET; THENCE RUN $N00^{\circ}58'02''W$ ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 1048.01 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF A ROAD RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 2581 AT PAGE 4060, LEE COUNTY RECORDS; THENCE RUN NORTHEASTERLY AND NORTHERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 1050.00 FEET (CHORD BEARING $N21^{\circ}16'16''E$) (CHORD 749.55 FEET) (DELTA $41^{\circ}49'25''$) FOR 766.46 FEET TO A POINT OF TANGENCY; THENCE RUN $N00^{\circ}21'33''E$ ALONG THE EASTERLY LINE OF SAID RIGHT-OF-WAY FOR 721.50 FEET; THENCE RUN $N45^{\circ}21'33''E$ FOR 42.43 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD (STATE ROAD NO. 884); THENCE RUN $S89^{\circ}38'27''E$ ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 2224.05 FEET; THENCE RUN $S02^{\circ}16'01''E$ FOR 1168.38 FEET; THENCE RUN $N89^{\circ}54'24''E$ FOR 1324.86 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 35, TOWNSHIP 44 SOUTH, RANGE 25 EAST; THENCE RUN $S03^{\circ}20'25''E$ ALONG SAID EAST LINE FOR 1284.37 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE-1/4); THENCE RUN $S00^{\circ}01'58''E$ ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 35 FOR 2635.65 FEET TO THE POINT OF BEGINNING. CONTAINING 1016.98 ACRES, MORE OR LESS.

**Less Lee County Treeline Blvd right
of way described in OR Book 3681
Page 1946, Lee County, Florida**

and less lands described in OR Book 3538 Page 2884; OR Book 3538 Page 2940; Declaration of Condominium for Avila at Sun City Center Ft. Myers, a condominium as recorded in OR Book 3539 Page 2864 as amended; Declaration of Condominium for Sevilla at Sun City Center Ft. Myers, a condominium as recorded in OR Book 3539 Page 2754 as amended; Declaration of Condominium for Ravenna at Sun City Center a condominium as recorded in OR Book 3789 Page 2744 as amended; Declaration of Condominium for Verona at Sun City Center Ft. Myers, a condominium as recorded in OR Book 3539 Page 2968 as amended; all as recorded in the Public Records of Lee County, Florida.