

**BEACH ROAD
GOLF ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

December 15, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Beach Road Golf Estates Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

<https://beachroadgolfestatescdd.net/>

December 8, 2025

Board of Supervisors
Beach Road Golf Estates Community Development District

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Beach Road Golf Estates Community Development District will hold a Regular Meeting on December 15, 2025 at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17501 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://zoom.us/j/96342228042>, Meeting ID: **963 4222 8042** or telephonically at **1-305-224-1968**, Meeting ID: **963 4222 8042**. The agenda is as follows:

1. Call to Order/Roll Call
2. Chairman's Opening Comments
3. Public Comments (*3 minutes per speaker*)
4. Consideration of Appointment of Qualified Elector to Fill Unexpired Term of Seat 5;
Term Expires November 2026
 - Candidates for Vacant Seat
 - Mike Ciberey
 - Rich Epstein
 - Administration of Oath of Office to Appointed Supervisor (*the following will also be provided under separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

5. Consideration of Resolution 2026-03, Electing and Removing Officers of the District and Providing for an Effective Date
6. Update: Superior Waterway Services, Inc. Treatment Report
7. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - B. October 1, 2025 - September 30, 2026
8. Review: District Agreements
 - A. Memorandum of Understanding Between the City of Bonita Springs and Lennar Homes, LLC Regarding Bonita Beach Road Maintenance and Voluntary Impact Fees *(dated August 5, 2015)*
 - B. Interlocal Cost-Sharing Agreement Between the CDD, Bonita Landing CDD, East Bonita Beach Road CDD and Valencia Bonita Homeowners Association, Inc. *(dated June 2, 2017)*
9. Update: Long-Range Infrastructure Plan Summary [Multi-Year Planning 2025-2030]
10. Discussion/Consideration: Alligator Nuisance Policy
11. Consideration of Resolution 2026-02, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date
12. Acceptance of Unaudited Financial Statements as of October 31, 2025
 - Construction Fund Sources and Uses Reconciliation
13. Approval of November 17, 2025 Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Johnson Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt & Associates, LLC*
 - NEXT MEETING DATE: January 12, 2026 at 1:00 PM

○ QUORUM CHECK

SEAT 1	JOSEPH GRILLO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BARY KOVE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DANIEL DiTOMMASO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	DENISE KEMPF	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

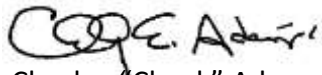
D. Field Operations: *Wrathell, Hunt & Associates, LLC*

14. Audience Comments/Supervisors' Request

15. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley "Chuck" Adams
District Manager

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

4

**BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Beach Road Golf Estates Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION 2026-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACH
ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Beach Road Golf Estates Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF BEACH ROAD GOLF ESTATES COMMUNITY
DEVELOPMENT DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective December 15, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of December 15, 2025:

<u>Timothy Vanderhyden</u>	<u>Assistant Secretary</u>
_____	_____

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Chuck Adams is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2025.

ATTEST:

**BEACH ROAD GOLF ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

7

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

7A

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☒ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☒ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☒ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☒ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☒ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☒ No ☐

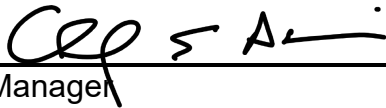
Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes ☒ No ☐



District Manager

Chesley 'Chuck' Adams jr.

Print Name

11/25/25

Date



Chair/Vice Chair, Board of Supervisors

Barry Kove

Print Name

11/25/25

Date



**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

7B

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

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Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

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Achieved: Yes ☐ No ☐

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Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

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Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

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Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

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Achieved: Yes ☐ No ☐

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Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

8

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

8A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BONITA SPRINGS AND
LENNAR HOMES, LLC
REGARDING
BONITA BEACH ROAD MAINTENANCE AND VOLUNTARY IMPACT FEES**

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 5th day of August 2015, by and between the **CITY OF BONITA SPRINGS**, a political subdivision of the State of Florida, hereinafter "**CITY**" and **LENNAR HOMES, LLC**, a limited liability corporation, hereinafter "**LENNAR**", and collectively, the "**Parties**", hereto.

RECITALS

WHEREAS, LENNAR is the fee simple owner of that certain real property located within the jurisdictional bounds of the **CITY** and more particularly described in **Exhibit "A"** (hereinafter the "Lennar Property") since it acquired the Ronto Property by Special Warranty Deed in 2013; and

WHEREAS, the predecessor in interest to the Lennar Property entered into a Limited Grant of Easement in 2001 which provided for the construction and maintenance of portions of Bonita Beach Road ("**BBR**"), specifically that portion of **BBR** located in Section 03, Township 48 South, Range 26 East and as illustrated in **Exhibit "B"** (hereinafter the "**BBR Portion**"); and

WHEREAS, the predecessor in interest to the Lennar Property also entered into a Development Agreement with the **CITY** where they were also obligated to construct that portion of **BBR** known as the **BBR** extension without receiving any road impact fee credits and for providing for certain density ratios and voluntary impact fees imposed for the residential development of the Lennar Property (f/k/a the East Bonita Active Adult

project)(hereinafter the "Agreement")as identified via Instrument 6829222 (OR Book 04741, pages 1727-1743) of the Public Records of Lee County, Florida; and

WHEREAS, the CITY issued road impact fee credits for the BBR expansion in accordance with the development agreement, of which Lee County accepted jurisdictional maintenance; and

WHEREAS, no governmental entities, including the Community Development Districts, will assume jurisdictional responsibility of the BBR extension; and

WHEREAS, the purpose of this Memorandum of Understanding is to state the mutual understandings between **LENNAR** and the **CITY** regarding the responsibility of the parties relative to the maintenance of the BBR Portion and imposition of voluntary impact fees under the Agreement .

NOW, THEREFORE, LENNAR and the CITY hereby agree to the following:

1. **LENNAR** agrees to mow and maintain the right of way area of the portion of Bonita Beach Road fronting the Village Walk project referenced as the BBR Portion herein and as further identified on the attached Exhibit "B" in reasonable repair and safekeeping in as good a condition as the BBR Portion exists on the date of execution of this Memorandum of Understanding. This portion will be considered a private road in which **LENNAR**, or its successors in interest, including either the property owners association or the CDD's, will have jurisdictional responsibility. In the event **LENNAR** transfers the property to another entity, it will provide notice to the **CITY**.
2. **CITY** agrees not to assert any rights they may have, either now or in the future, to the imposition or collection of any additional "Voluntary Impact Fee" associated with the Lennar Property as delineated in paragraph 12.c. of the Agreement or any other legal instrument imposing or seeking collection of additional impact fees for development of the Lennar Property beyond that which has been sought and collected for the residential density permitted for the Lennar Property (as delineated in paragraph 4.a. of the Amendment to the Agreement recorded at Instrument # 2015000124508 in the Public Records of Lee County, Florida. **LENNAR**, as well as the other development in Sections 1 & 2 will still be required to pay regular road impact fees upon exhaustion of the existing road impact fee credits.

3. Both Parties agree that this Memorandum of Understanding shall commence on execution by the Parties and shall continue in full force and effect.
4. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this Memorandum of Understanding on the date set forth above.

CITY:

CITY OF BONITA SPRINGS, a municipal corporation under the laws of Florida

ATTEST:

By: 

City Clerk

By: 

Mayor or Designee

Approved as to Form and Legal Sufficiency

By: 

Audrey E. Vance, City Attorney

WITNESSES

[1st Witness Signature]

Russell Smith

[Type or Print Name]

[2nd Witness Signature]

Alex Hinebaugh

[Type or Print Name]

LENNAR HOMES, LLC

BY:

Darin McMurray

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of August, 2015, by Darin McMurray, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produce _____ as identification.

My Commission Expires:

Gail Lucas
Notary Public



GAIL LUCAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE165476
Expires 4/27/2016

Print/Type of Notary Public

Commission No. _____

**EXHIBIT A
LEGAL DESCRIPTION
LEE COUNTY**

PARCEL 1:

A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE S. 89°22'02" W., ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,621.40 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE S. 89°21'09" W., ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 348.25 FEET; THENCE N. 07°26'39" W., A DISTANCE OF 61.98 FEET; THENCE N. 45°54'24" E., A DISTANCE OF 46.95 FEET; THENCE N. 24°15'16" E., A DISTANCE OF 25.79 FEET; THENCE N. 01°59'54" E., A DISTANCE OF 93.52 FEET; THENCE N. 44°22'03" W., A DISTANCE OF 68.75 FEET; THENCE N. 89°33'12" W., A DISTANCE OF 60.02 FEET; THENCE N. 30°55'01" W., A DISTANCE OF 159.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 98°30'03", A CHORD BEARING OF N. 18°20'00" E., AND A CHORD LENGTH OF 30.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.38 FEET, TO THE END OF SAID CURVE; THENCE N. 67°35'02" E., A DISTANCE OF 107.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 56°22'12", A CHORD BEARING OF N. 39°23'56" E., AND A CHORD LENGTH OF 47.23 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.19 FEET, TO THE END OF SAID CURVE; THENCE N. 11°12'50" E., A DISTANCE OF 169.58 FEET; THENCE N. 33°27'08" E., A DISTANCE OF 38.87 FEET; THENCE N. 21°09'23" E., A DISTANCE OF 55.74 FEET; THENCE N. 09°55'38" E., A DISTANCE OF 52.57 FEET; THENCE N. 27°41'19" E., A DISTANCE OF 73.77 FEET; THENCE N. 26°55'50" E., A DISTANCE OF 91.26 FEET; THENCE N. 29°01'58" E., A DISTANCE OF 66.79 FEET; THENCE N. 33°56'54" E., A DISTANCE OF 61.26 FEET; THENCE N. 00°03'47" W., A DISTANCE OF 26.76 FEET; THENCE N. 46°59'02" W., A DISTANCE OF 47.10 FEET; THENCE N. 07°52'59" W., A DISTANCE OF 50.23 FEET; THENCE N. 04°13'49" E., A DISTANCE OF 119.37 FEET; THENCE N. 07°32'50" E., A DISTANCE OF 94.80 FEET; THENCE N. 00°31'45" E., A DISTANCE OF 85.93 FEET; THENCE N. 05°35'22" E., A DISTANCE OF 76.27 FEET; THENCE N. 03°53'01" E., A DISTANCE OF 75.93 FEET; THENCE S. 89°50'32" W., A DISTANCE OF 326.47 FEET; THENCE S. 12°13'58" W., A DISTANCE OF 71.54 FEET; THENCE S. 44°37'08" W., A DISTANCE OF 37.99 FEET; THENCE S. 82°10'43" W., A DISTANCE OF 62.32 FEET; THENCE S. 57°20'31" W., A DISTANCE OF 60.37 FEET; THENCE S. 73°13'26" W., A DISTANCE OF 111.28 FEET; THENCE S. 54°58'06" W., A DISTANCE OF 62.90 FEET; THENCE S. 51°03'34" W., A DISTANCE OF 69.15 FEET; THENCE S. 87°08'20" W., A DISTANCE OF 73.25 FEET; THENCE S. 77°13'23" W., A DISTANCE OF 42.42 FEET; THENCE S. 74°36'41" W., A DISTANCE OF 89.03 FEET; THENCE S. 79°18'13" W., A DISTANCE OF 89.03 FEET; THENCE S. 81°48'35" W., A DISTANCE OF 130.81 FEET; THENCE N. 30°17'06" E., A DISTANCE OF 64.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 33°28'31", A CHORD BEARING OF N. 15°35'49" E., AND A CHORD LENGTH OF 43.20 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.82 FEET, TO THE END OF SAID CURVE; THENCE N. 01°08'27" W., A DISTANCE OF 72.80 FEET; THENCE N. 09°01'02" W., A DISTANCE OF 99.51 FEET; THENCE S. 89°34'21" W., A DISTANCE OF 44.80 FEET; THENCE S. 81°20'28" W., A DISTANCE OF 66.84 FEET; THENCE N. 78°04'26" W., A

DISTANCE OF 72.94 FEET; THENCE S. 34°48'40" W., A DISTANCE OF 36.19 FEET; THENCE S. 09°51'32" E., A DISTANCE OF 26.62 FEET; THENCE S. 02°02'40" W., A DISTANCE OF 84.21 FEET; THENCE S. 55°38'29" W., A DISTANCE OF 41.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 56°57'08", A CHORD BEARING OF S. 84°07'03" W., AND A CHORD LENGTH OF 28.61 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 29.82 FEET, TO THE END OF SAID CURVE; THENCE N. 61°52'46" W., A DISTANCE OF 33.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 35°03'51", A CHORD BEARING OF N. 44°20'50" W., AND A CHORD LENGTH OF 60.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.20 FEET, TO THE END OF SAID CURVE; THENCE N. 26°48'54" W., A DISTANCE OF 75.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 47°12'02", A CHORD BEARING OF N. 50°24'55" W., AND A CHORD LENGTH OF 16.01 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.48 FEET, TO THE END OF SAID CURVE; THENCE N. 74°00'56" W., A DISTANCE OF 61.37 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 60°55'49", A CHORD BEARING OF N. 43°33'02" W., AND A CHORD LENGTH OF 30.42 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.90 FEET, TO THE END OF SAID CURVE; THENCE N. 13°05'07" W., A DISTANCE OF 84.77 FEET; THENCE N. 00°44'03" W., A DISTANCE OF 261.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 24°22'25", A CHORD BEARING OF N. 12°55'15" W., AND A CHORD LENGTH OF 63.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 63.81 FEET, TO THE END OF SAID CURVE; THENCE N. 25°06'28" W., A DISTANCE OF 35.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°28'34", A CHORD BEARING OF N. 00°52'11" W., AND A CHORD LENGTH OF 20.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.15 FEET, TO THE END OF SAID CURVE; THENCE N. 23°22'05" E., A DISTANCE OF 45.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65°31'14", A CHORD BEARING OF N. 09°23'31" W., AND A CHORD LENGTH OF 27.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.59 FEET, TO THE END OF SAID CURVE; THENCE N. 42°09'08" W., A DISTANCE OF 52.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 21°50'41", A CHORD BEARING OF N. 53°04'29" W., AND A CHORD LENGTH OF 9.47 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 9.53 FEET, TO THE END OF SAID CURVE; THENCE N. 63°59'49" W., A DISTANCE OF 70.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 59°31'00", A CHORD BEARING OF N. 34°14'20" W., AND A CHORD LENGTH OF 49.63 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 51.94 FEET, TO THE END OF SAID CURVE; THENCE N. 04°28'50" W., A DISTANCE OF 61.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°55'17", A CHORD BEARING OF N. 22°28'49" E., AND A CHORD LENGTH OF 22.67 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 23.53 FEET, TO THE END OF SAID CURVE; THENCE N. 49°26'27" E., A DISTANCE OF 38.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET A CENTRAL ANGLE OF 39°01'36", A CHORD BEARING OF N. 68°57'15" E., AND A CHORD LENGTH OF 10.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 10.22 FEET, TO THE END OF SAID CURVE; THENCE N. 88°28'03" E., A DISTANCE OF 102.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 63°49'19", A CHORD BEARING

OF N. 56°33'24" E., AND A CHORD LENGTH OF 10.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 11.14 FEET, TO THE END OF SAID CURVE; THENCE N. 31°02'15" E., A DISTANCE OF 30.17 FEET; THENCE N. 21°04'44" E., A DISTANCE OF 40.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 36°39'21", A CHORD BEARING OF N. 02°45'04" E., AND A CHORD LENGTH OF 62.89 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 63.98 FEET, TO THE END OF SAID CURVE; THENCE N. 15°34'37" W., A DISTANCE OF 94.35 FEET; THENCE N. 19°20'31" W., A DISTANCE OF 91.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 18°49'35", A CHORD BEARING OF N. 07°58'08" W., AND A CHORD LENGTH OF 49.07 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.29 FEET, TO THE END OF SAID CURVE; THENCE N. 01°26'39" E., A DISTANCE OF 49.38 FEET; THENCE S. 89°36'56" W., A DISTANCE OF 241.16 FEET; THENCE N. 00°04'22" E., A DISTANCE OF 163.51 FEET; THENCE N. 08°42'31" W., A DISTANCE OF 70.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 23°00'29", A CHORD BEARING OF N. 20°12'46" W., AND A CHORD LENGTH OF 43.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET, TO THE END OF SAID CURVE; THENCE N. 31°43'00" W., A DISTANCE OF 22.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 35°38'16", A CHORD BEARING OF N. 13°53'52" W., AND A CHORD LENGTH OF 34.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.83 FEET, TO THE END OF SAID CURVE; THENCE N. 03°55'16" E., A DISTANCE OF 114.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 20°01'46", A CHORD BEARING OF N. 06°05'37" W., AND A CHORD LENGTH OF 30.26 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.41 FEET, TO THE END OF SAID CURVE; THENCE N. 16°06'30" W., A DISTANCE OF 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 28°30'04", A CHORD BEARING OF N. 01°51'28" W., AND A CHORD LENGTH OF 42.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 23°56'39", A CHORD BEARING OF N. 00°25'15" E., AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.34 FEET, TO THE END OF SAID CURVE; THENCE N. 11°33'05" W., A DISTANCE OF 26.09 FEET; THENCE N. 01°20'37" W., A DISTANCE OF 54.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 98.14 FEET, A CENTRAL ANGLE OF 22°30'22", A CHORD BEARING OF N. 07°29'36" W., AND A CHORD LENGTH OF 38.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.55 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°51'42", A CHORD BEARING OF N. 38°40'38" W., AND A CHORD LENGTH OF 17.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 94°14'47", A CHORD BEARING OF N. 11°29'05" W., AND A CHORD LENGTH OF 190.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 213.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 37°46'33", A CHORD BEARING OF N. 16°45'02" E., AND A CHORD LENGTH OF 129.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.86 FEET, TO THE END OF SAID CURVE; THENCE N. 06°40'40" W., A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 12°06'17", A CHORD BEARING OF N. 00°37'32" W., AND A CHORD LENGTH

OF 13.71 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 13.73 FEET, TO THE END OF SAID CURVE; THENCE N. 05°25'37" E., A DISTANCE OF 70.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 76°48'36", A CHORD BEARING OF N. 32°58'41" W., AND A CHORD LENGTH OF 109.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 117.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 29.97 FEET, A CENTRAL ANGLE OF 60°21'58", A CHORD BEARING OF N. 41°12'00" W., AND A CHORD LENGTH OF 30.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.58 FEET, TO THE END OF SAID CURVE; THENCE N. 12°46'16" W., A DISTANCE OF 27.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 37°51'48", A CHORD BEARING OF N. 06°09'38" E., AND A CHORD LENGTH OF 83.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 84.59 FEET, TO THE END OF SAID CURVE; THENCE N. 25°05'32" E., A DISTANCE OF 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 15°03'30", A CHORD BEARING OF N. 32°37'17" E., AND A CHORD LENGTH OF 12.45 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 469.77 FEET, A CENTRAL ANGLE OF 09°07'39", A CHORD BEARING OF N. 35°35'13" E., AND A CHORD LENGTH OF 74.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.84 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 23°46'45", A CHORD BEARING OF N. 19°08'00" E., AND A CHORD LENGTH OF 19.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.71 FEET, TO THE END OF SAID CURVE; THENCE N. 07°14'38" E., A DISTANCE OF 38.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 12°06'24", A CHORD BEARING OF N. 01°11'26" E., AND A CHORD LENGTH OF 61.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.28 FEET, TO THE END OF SAID CURVE; THENCE N. 04°51'46" W., A DISTANCE OF 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 11°01'51", A CHORD BEARING OF N. 00°39'10" E., AND A CHORD LENGTH OF 8.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.95 FEET, TO THE END OF SAID CURVE; THENCE N. 06°10'05" E., A DISTANCE OF 39.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 19°17'07", A CHORD BEARING OF N. 15°48'39" E., AND A CHORD LENGTH OF 22.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.89 FEET, TO THE END OF SAID CURVE; THENCE N. 25°27'12" E., A DISTANCE OF 72.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 25°23'50", A CHORD BEARING OF N. 12°45'17" E., AND A CHORD LENGTH OF 37.37 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 37.68 FEET, TO THE END OF SAID CURVE; THENCE N. 00°03'22" E., A DISTANCE OF 99.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 31°47'50", A CHORD BEARING OF N. 15°57'17" E., AND A CHORD LENGTH OF 16.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.65 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF 18°42'18", A CHORD BEARING OF N. 41°12'21" E., AND A CHORD LENGTH OF 47.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.99 FEET, TO THE END OF SAID CURVE; THENCE N. 51°53'17" E., A DISTANCE OF 18.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 43.74 FEET, A CENTRAL ANGLE OF 28°18'10", A CHORD BEARING OF N. 68°35'38" E., AND A CHORD LENGTH OF 21.39 FEET; THENCE ALONG

THE ARC OF SAID CURVE AN ARC LENGTH OF 21.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF $53^{\circ}27'49''$, A CHORD BEARING OF N. $56^{\circ}00'49''$ E., AND A CHORD LENGTH OF 19.79 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 173.66 FEET, A CENTRAL ANGLE OF $10^{\circ}26'14''$, A CHORD BEARING OF N. $23^{\circ}56'51''$ E., AND A CHORD LENGTH OF 31.59 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 97.33 FEET, A CENTRAL ANGLE OF $16^{\circ}43'45''$, A CHORD BEARING OF N. $10^{\circ}49'28''$ E., AND A CHORD LENGTH OF 28.32 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF $41^{\circ}00'49''$, A CHORD BEARING OF N. $26^{\circ}57'38''$ E., AND A CHORD LENGTH OF 24.03 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.55 FEET, TO THE END OF SAID CURVE; THENCE N. $41^{\circ}56'39''$ E., A DISTANCE OF 57.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF $19^{\circ}47'28''$, A CHORD BEARING OF N. $32^{\circ}02'55''$ E., AND A CHORD LENGTH OF 18.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 286.61 FEET, A CENTRAL ANGLE OF $19^{\circ}57'14''$, A CHORD BEARING OF N. $32^{\circ}07'48''$ E., AND A CHORD LENGTH OF 99.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 99.82 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF $12^{\circ}21'39''$, A CHORD BEARING OF N. $48^{\circ}17'15''$ E., AND A CHORD LENGTH OF 25.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 25.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF $26^{\circ}53'54''$, A CHORD BEARING OF N. $41^{\circ}01'07''$ E., AND A CHORD LENGTH OF 27.91 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.17 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 63.21 FEET, A CENTRAL ANGLE OF $41^{\circ}28'44''$, A CHORD BEARING OF N. $06^{\circ}49'48''$ E., AND A CHORD LENGTH OF 44.77 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 77.50 FEET, A CENTRAL ANGLE OF $24^{\circ}36'11''$, A CHORD BEARING OF N. $01^{\circ}36'28''$ W., AND A CHORD LENGTH OF 33.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.28 FEET, TO THE END OF SAID CURVE; THENCE N. $10^{\circ}41'37''$ E., A DISTANCE OF 16.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF $24^{\circ}36'12''$, A CHORD BEARING OF N. $22^{\circ}59'43''$ E., AND A CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.05 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 421.93 FEET, A CENTRAL ANGLE OF $06^{\circ}20'50''$, A CHORD BEARING OF N. $38^{\circ}28'14''$ E., AND A CHORD LENGTH OF 46.72 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 46.74 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 83.50 FEET, A CENTRAL ANGLE OF $17^{\circ}08'57''$, A CHORD BEARING OF N. $50^{\circ}59'21''$ E., AND A CHORD LENGTH OF 24.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF $60^{\circ}18'50''$, A CHORD BEARING OF N. $29^{\circ}24'25''$ E., AND A CHORD LENGTH OF 16.08 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.84 FEET, TO THE END OF SAID CURVE; THENCE N. $00^{\circ}45'00''$ W., A DISTANCE OF 7.13 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N. $89^{\circ}15'00''$ E., ALONG SAID NORTH LINE A DISTANCE OF 1,565.15 FEET TO

THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1;
THENCE N. 89°16'35" E., ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A
DISTANCE OF 2,629.24 FEET; THENCE S. 00°47'30" E., ALONG THE EAST LINE OF SAID
NORTHEAST QUARTER, A DISTANCE OF 2,686.58 FEET TO THE NORTHEAST CORNER
OF SAID SOUTHEAST QUARTER; THENCE S. 00°52'31" E., ALONG THE EAST LINE OF
SAID SOUTHEAST QUARTER, A DISTANCE OF 2,712.07 FEET TO THE POINT OF
BEGINNING.

PARCEL 2:
(MULTI FAMILY LAKE COMMUNITY PARCEL)

A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH,
RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID
SECTION 2; THENCE S. 01°11'45" E., ALONG THE WEST LINE OF SAID NORTHWEST
QUARTER, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL
OF LAND HEREIN DESCRIBED; THENCE N. 89°18'12" E., ALONG A LINE THAT IS
PARALLEL TO AND 125.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST
QUARTER, A DISTANCE OF 1,786.83 FEET TO THE POINT OF CURVATURE OF A CURVE
TO THE RIGHT HAVING A RADIUS OF 956.00 FEET, A CENTRAL ANGLE OF 67°11'18", A
CHORD BEARING OF S. 57°06'09" E., AND A CHORD LENGTH OF 1,057.92 FEET; THENCE
ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,121.06 FEET TO THE END OF
SAID CURVE; THENCE S. 23°30'29" E., A DISTANCE OF 472.61 FEET; THENCE S.
35°48'57" W., A DISTANCE OF 970.47 FEET; THENCE S. 89°36'04" W., A DISTANCE OF
2,258.30 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER;
THENCE N. 01°11'45" W., ALONG SAID WEST LINE, A DISTANCE OF 1,789.33 FEET TO
THE POINT OF BEGINNING. BEARINGS SHOWN HEREON REFER TO THE NORTH LINE
OF THE NORTHWEST QUARTER AS BEING N. 89°18'12" E.

LESS AND EXCEPT THAT PORTION CONVEYED IN OFFICIAL RECORDS INSTRUMENT NO.
2006000441198.

PARCEL 3:
(125 FOOT RIGHT OF WAY SECTIONS 1 AND 2)

A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID
SECTION 2; THENCE N. 89°18'12" E., ALONG THE NORTH LINE OF SAID NORTHWEST
QUARTER, A DISTANCE OF 1,787.92 FEET TO THE POINT OF CURVATURE OF A CURVE
TO THE RIGHT HAVING A RADIUS OF 1,081.00 FEET, A CENTRAL ANGLE OF 67°11'18",
A CHORD BEARING OF S. 57°06'09" E., AND A CHORD LENGTH OF 1,196.25 FEET;
THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,267.65 FEET TO THE
END OF SAID CURVE; THENCE S. 23°30'29" E., A DISTANCE OF 1,353.64 FEET TO THE
POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 955.00 FEET,
A CENTRAL ANGLE OF 66°53'44", A CHORD BEARING OF S. 56°57'22" E., AND A CHORD
LENGTH OF 1,052.75 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH
OF 1,115.01 FEET TO THE END OF SAID CURVE; THENCE N. 89°35'46" E., A DISTANCE
OF 1,089.23 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION
2; THENCE CONTINUE N. 89°35'46" E., A DISTANCE OF 698.09 FEET; THENCE S.

00°04'22" W., A DISTANCE OF 125.00 FEET; THENCE S. 89°35'46" W., A DISTANCE OF 695.74 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE CONTINUES. 89°35'46" W., A DISTANCE OF 1,090.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,080.00 FEET A CENTRAL ANGLE OF 66°53'44", A CHORD BEARING OF N. 56°57'22" W., AND A CHORD LENGTH OF 1,190.54 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,260.95 FEET TO THE END OF SAID CURVE; THENCE N. 23°30'29" W., A DISTANCE OF 1,353.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 956.00 FEET, A CENTRAL ANGLE OF 67°11'18", A CHORD BEARING OF N. 57°06'09" W., AND A CHORD LENGTH OF 1,057.92 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,121.06 FEET TO THE END OF SAID CURVE; THENCE S. 89°18'12" W., A DISTANCE OF 1,786.83 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N. 01° 11'45" W., ALONG SAID WEST LINE, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N. 89°18'22" E.

PARCEL 4:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST; THENCE N.89°22'05"E. ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR 2621.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N.89°22'06"E. ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR 39.26 FEET TO THE POINT OF BEGINNING; THENCE N.00°37'52"W. FOR 45.56 FEET; THENCE N.13°10'22"W. FOR 45.08 FEET; THENCE N.24°06'36"W. FOR 35.33 FEET; THENCE N.27°26'21"E. FOR 36.50 FEET; THENCE N.04°24'28"W. FOR 146.48 FEET; THENCE N.01°50'22"W. FOR 59.47 FEET; THENCE N.05°20'04"E. FOR 84.09 FEET; THENCE N.06°01'08"W. FOR 27.70 FEET; THENCE N.38°37'23"W. FOR 28.11 FEET; THENCE N.03°03'48"E. FOR 31.72 FEET; THENCE N.15°34'13"E. FOR 42.02 FEET; THENCE N.05°17'36"W. FOR 83.01 FEET; THENCE N.15°21'15"E. FOR 40.48 FEET; THENCE N.07°11'42"W. FOR 50.24 FEET; THENCE N.02°08'14"E. FOR 121.80 FEET; THENCE N.24°18'06"E. FOR 39.37 FEET; THENCE N.14°32'32"E. FOR 70.83 FEET; THENCE N.02°54'14"E. FOR 56.38 FEET; THENCE N.49°47'49"E. FOR 46.33 FEET; THENCE N.39°21'24"W. FOR 168.09 FEET; THENCE N.55°58'56"E. FOR 198.37 FEET; THENCE S.32°58'19"E. FOR 160.61 FEET; THENCE N.57°28'13"E. FOR 24.86 FEET; THENCE N.19°10'43"E. FOR 83.31 FEET; THENCE S.87°17'35"E. FOR 91.54 FEET; THENCE N.79°48'33"E. FOR 60.20 FEET; THENCE N.88°09'12"E. FOR 204.68 FEET; THENCE S.74°47'24"E. FOR 66.34 FEET; THENCE S.86°21'09"E. FOR 72.94 FEET; THENCE S.89°40'53"E. FOR 38.13 FEET; THENCE S.08°51'00"E. FOR 14.61 FEET; THENCE N.77°49'57"E. FOR 106.68 FEET; THENCE S.28°01'19"W. FOR 85.73 FEET; THENCE S.66°32'33"W. FOR 31.94 FEET; THENCE S.31°23'07"W. FOR 18.46 FEET; THENCE S.51°54'24"E. FOR 22.09 FEET; THENCE S.38°05'36"W. FOR 64.60 FEET; THENCE N.82°02'09"E. FOR 37.03 FEET; THENCE N.76°28'17"E. FOR 51.13 FEET; THENCE N.15°29'26"E. FOR 5.57 FEET; THENCE N.78°25'24"E. FOR 75.32 FEET; THENCE N.50°56'30"E. FOR 17.32 FEET; THENCE N.05°42'20"W. FOR 37.65 FEET; THENCE N.55°20'02"E. FOR 22.31 FEET; THENCE N.05°25'36"E. FOR 31.42 FEET; THENCE N.57°15'02"E. FOR 49.01 FEET; THENCE N.75°47'23"E. FOR 60.29 FEET; THENCE S.14°42'10"E. FOR 58.07 FEET; THENCE S.27°07'07"W. FOR 26.20 FEET; THENCE N.63°17'33"E. FOR 35.61 FEET; THENCE N.56°43'58"E. FOR 43.23 FEET; THENCE N.65°01'20"E. FOR 46.06 FEET; THENCE S.59°41'23"E. FOR 29.68 FEET; THENCE

N.66°13'58"E. FOR 11.78 FEET; THENCE N.02°40'19"W. FOR 42.57 FEET; THENCE N.83°48'10"E. FOR 98.72 FEET; THENCE S.87°29'38"E. FOR 103.58 FEET; THENCE N.82°20'12"E. FOR 185.19 FEET; THENCE S.52°19'18"W. FOR 114.87 FEET; THENCE S.19°19'48"W. FOR 25.77 FEET; THENCE S.09°13'56"E. FOR 44.10 FEET; THENCE S.70°20'36"W. FOR 73.30 FEET; THENCE S.30°16'30"E. FOR 17.26 FEET; THENCE S.75°10'41"E. FOR 16.72 FEET; THENCE S.58°22'29"E. FOR 52.16 FEET; THENCE S.47°55'36"E. FOR 12.64 FEET; THENCE N.35°08'21"E. FOR 9.80 FEET; THENCE S.75°21'32"E. FOR 46.45 FEET; THENCE N.77°52'29"E. FOR 24.33 FEET; THENCE N.53°19'47"E. FOR 15.02 FEET; THENCE N.42°09'45"E. FOR 71.81 FEET; THENCE S.73°01'41"E. FOR 42.10 FEET; THENCE N.03°57'03"E. FOR 42.43 FEET; THENCE N.33°38'12"E. FOR 114.26 FEET; THENCE N.55°41'18"E. FOR 30.67 FEET; THENCE N.84°40'46"E. FOR 62.90 FEET; THENCE S.83°25'51"E. FOR 70.94 FEET; THENCE S.70°21'11"E. FOR 98.29 FEET; THENCE N.86°44'27"E. FOR 379.68 FEET; THENCE N.88°59'48"E. FOR 164.39 FEET; THENCE S.79°35'37"E. FOR 53.89 FEET; THENCE S.12°08'18"W. FOR 5.00 FEET; THENCE S.72°38'50"E. FOR 80.89 FEET; THENCE S.63°18'36"E. FOR 63.98 FEET; THENCE S.89°55'16"E. FOR 116.93 FEET; THENCE N.14°03'10"W. FOR 33.10 FEET; THENCE N.45°10'25"W. FOR 39.62 FEET; THENCE N.15°15'53"E. FOR 10.86 FEET; THENCE N.56°14'12"W. FOR 45.41 FEET; THENCE N.44°46'04"E. FOR 17.24 FEET; THENCE N.07°57'23"E. FOR 22.66 FEET; THENCE N.67°31'00"W. FOR 24.83 FEET; THENCE N.46°45'02"W. FOR 34.71 FEET; THENCE N.13°24'45"W. FOR 43.68 FEET; THENCE N.49°18'10"W. FOR 12.73 FEET; THENCE N.68°25'53"W. FOR 17.69 FEET; THENCE N.00°47'46"E. FOR 108.96 FEET; THENCE N.21°26'26"E. FOR 33.47 FEET; THENCE N.02°00'23"E. FOR 42.74 FEET; THENCE N.16°18'10"W. FOR 60.68 FEET; THENCE N.05°19'56"E. FOR 46.89 FEET; THENCE N.30°08'17"E. FOR 65.71 FEET; THENCE N.61°01'36"E. FOR 22.78 FEET; THENCE S.88°58'32"E. FOR 23.08 FEET; THENCE S.67°29'37"E. FOR 18.65 FEET; THENCE N.40°35'43"E. FOR 12.40 FEET; THENCE N.64°30'39"W. FOR 24.03 FEET; THENCE N.34°00'35"W. FOR 14.44 FEET; THENCE N.00°29'11"W. FOR 26.64 FEET; THENCE N.20°35'38"E. FOR 12.53 FEET; THENCE N.35°15'23"E. FOR 59.35 FEET; THENCE N.34°40'21"E. FOR 60.05 FEET; THENCE N.71°30'08"E. FOR 87.94 FEET; THENCE N.87°16'43"E. FOR 72.99 FEET; THENCE S.88°37'46"E. FOR 117.73 FEET; THENCE S.13°52'12"E. FOR 45.17 FEET; THENCE S.23°48'27"E. FOR 58.79 FEET; THENCE S.15°52'53"E. FOR 51.84 FEET; THENCE S.32°07'15"E. FOR 47.62 FEET; THENCE S.55°39'16"E. FOR 80.48 FEET; THENCE N.78°14'39"E. FOR 14.32 FEET; THENCE N.31°24'59"E. FOR 25.94 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.12 FEET, A CHORD BEARING OF N.59°15'12"E AND A CHORD OF 107.94 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.51°48'59"W.,; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°08'22" FOR 110.41 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 67.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°55'47" FOR 42.02 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 179.22 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°17'49" FOR 66.62 FEET; THENCE S.00°44'03"E. FOR 49.53 FEET; THENCE S.13°05'07"E. FOR 84.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 60°55'49", A CHORD BEARING OF S.43°33'02"E., AND A CHORD LENGTH OF 30.42 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.90 FEET TO THE END OF SAID CURVE; THENCE S.74°00'56"E. FOR 61.37 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 47°12'02", A CHORD BEARING OF S.50°24'55"E., AND A CHORD LENGTH OF 16.01 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.48 FEET TO THE END OF SAID CURVE; THENCE S.26°48'54"E. FOR 75.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00

FEET, A CENTRAL ANGLE OF $35^{\circ}03'51''$, A CHORD BEARING OF $S.44^{\circ}20'50''E.$, AND A CHORD LENGTH OF 60.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.20 FEET TO THE END OF SAID CURVE; THENCE $S.61^{\circ}52'46''E.$ FOR 33.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $56^{\circ}57'08''$, A CHORD BEARING OF $N.84^{\circ}07'03''E.$, AND A CHORD LENGTH OF 28.61 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 29.82 FEET TO THE END OF SAID CURVE; THENCE $N.55^{\circ}38'29''E.$ FOR 41.12 FEET; THENCE $N.02^{\circ}02'40''E.$ FOR 84.21 FEET; THENCE $N.09^{\circ}51'32''W.$ FOR 26.62 FEET; THENCE $N.34^{\circ}48'40''E.$ FOR 36.19 FEET; THENCE $S.78^{\circ}04'26''E.$ FOR 72.94 FEET; THENCE $N.81^{\circ}20'28''E.$ FOR 66.84 FEET; THENCE $N.89^{\circ}34'21''E.$ FOR 44.80 FEET; THENCE $S.09^{\circ}01'02''E.$ FOR 99.51 FEET; THENCE $S.01^{\circ}08'27''E.$ FOR 72.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF $33^{\circ}28'31''$, A CHORD BEARING OF $S.15^{\circ}35'49''W.$, AND A CHORD LENGTH OF 43.20 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.82 FEET TO THE END OF SAID CURVE; THENCE $S.30^{\circ}17'06''W.$ FOR 64.36 FEET; THENCE $N.81^{\circ}48'35''E.$ FOR 130.81 FEET; THENCE $N.79^{\circ}18'13''E.$ FOR 89.03 FEET; THENCE $N.74^{\circ}36'41''E.$ FOR 89.03 FEET; THENCE $N.77^{\circ}13'23''E.$ FOR 42.42 FEET; THENCE $N.87^{\circ}08'20''E.$ FOR 73.25 FEET; THENCE $N.51^{\circ}03'34''E.$ FOR 69.15 FEET; THENCE $N.54^{\circ}58'06''E.$ FOR 62.90 FEET; THENCE $N.73^{\circ}13'26''E.$ FOR 111.28 FEET; THENCE $N.57^{\circ}20'31''E.$ FOR 60.37 FEET; THENCE $N.82^{\circ}10'43''E.$ FOR 62.32 FEET; THENCE $N.44^{\circ}37'08''E.$ FOR 37.99 FEET; THENCE $N.12^{\circ}13'58''E.$ FOR 71.54 FEET; THENCE $N.89^{\circ}50'32''E.$ FOR 326.47 FEET; THENCE $S.03^{\circ}53'01''W.$ FOR 75.93 FEET; THENCE $S.05^{\circ}35'22''W.$ FOR 76.27 FEET; THENCE $S.00^{\circ}31'45''W.$ FOR 85.93 FEET; THENCE $S.07^{\circ}32'50''W.$ FOR 94.80 FEET; THENCE $S.04^{\circ}13'49''W.$ FOR 119.37 FEET; THENCE $S.07^{\circ}52'59''E.$ FOR 50.23 FEET; THENCE $S.46^{\circ}59'02''E.$ FOR 47.10 FEET; THENCE $S.00^{\circ}03'47''E.$ FOR 26.76 FEET; THENCE $S.33^{\circ}56'54''W.$ FOR 61.26 FEET; THENCE $S.29^{\circ}01'58''W.$ FOR 66.79 FEET; THENCE $S.26^{\circ}55'50''W.$ FOR 91.26 FEET; THENCE $S.27^{\circ}41'19''W.$ FOR 73.77 FEET; THENCE $S.09^{\circ}55'38''W.$ FOR 52.57 FEET; THENCE $S.21^{\circ}09'23''W.$ FOR 55.74 FEET; THENCE $S.33^{\circ}27'08''W.$ FOR 38.87 FEET; THENCE $S.11^{\circ}12'50''W.$ FOR 169.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF $56^{\circ}22'12''$, A CHORD BEARING OF $S.39^{\circ}23'56''W.$, AND A CHORD LENGTH OF 47.23 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.19 FEET TO THE END OF SAID CURVE; THENCE $S.67^{\circ}35'02''W.$ FOR 107.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $98^{\circ}30'03''$, A CHORD BEARING OF $S.18^{\circ}20'00''W.$, AND A CHORD LENGTH OF 30.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.38 FEET TO THE END OF SAID CURVE; THENCE $S.30^{\circ}55'01''E.$ FOR 159.88 FEET; THENCE $S.89^{\circ}33'12''E.$ FOR 60.02 FEET; THENCE $S.44^{\circ}22'03''E.$ FOR 68.75 FEET; THENCE $S.01^{\circ}59'54''W.$ FOR 93.52 FEET; THENCE $S.24^{\circ}15'16''W.$ FOR 25.79 FEET; THENCE $S.45^{\circ}54'24''W.$ FOR 46.95 FEET; THENCE $S.07^{\circ}26'39''E.$ FOR 61.98 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE $S.89^{\circ}21'09''W.$, ALONG SAID SOUTH LINE FOR 2,271.98 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE $S.89^{\circ}22'06''W.$, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2 FOR 2,581.86 FEET, TO THE POINT OF BEGINNING.

PARCEL 6:

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN LIMITED GRANT OF EASEMENT BY AND BETWEEN CORKSCREW GROWERS, INC., GRANTOR, AND BEACH ROAD DEVELOPMENT CO., LLC, GRANTEE, RECORDED SEPTEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 3491, PAGE 2184, COMMENCEMENT

AFFIDAVIT RECORDED OCTOBER 13, 2005 IN OFFICIAL RECORDS INSTRUMENT #2005000070028, ALL OF THE PUBLIC RECORDS LEE COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY;

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N. 89°52' 12" E. ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 2629.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE N. 89°52'32" E. ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2629.85 FEET TO THE NORTHEAST CORNER OF SAID SECTION 3; THENCE S. 00°37'08" E. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 150.01 FEET; THENCE S. 89°52'32" W., A DISTANCE OF 2629.61 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE S. 89°52' 12" W., A DISTANCE OF 2629.48 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE N 00°48'13" W., A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING AN ASSUMED BEARING OF N. 89°52' 12" E.

PARCEL 9:

ACCESS EASEMENT CONTAINED IN PARAGRAPH 3(B) OF THE UNRECORDED ROADWAY DEVELOPMENT AGREEMENT BONITA BEACH ROAD DATED JULY 30, 2013 BETWEEN ACF 10-A BONITA, L.L.C. AND RP BONITA BEACH RD., OVER A PORTION (TO BE SPECIFIED) OF THE LANDS AS SET FORTH IN GENERAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 2008000007045 AND SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 2008000007043, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

EXHIBIT B
SCHEDULE OF PERMITTED EXCEPTIONS

1. Building restrictions, zoning regulations and land use regulations adopted by any municipal or other public authority relating to the Property
2. The lien of the taxes for the year 2013 and all subsequent years, which are not yet due and payable.
3. Oil, gas and mineral rights contained in Warranty Deed recorded in Deed Book 215, Page 6 and Deed Book 216, Page 419 and affected by Mineral Deed recorded in Book 231, Page 746 and Book 275, Page 729 and affected by Notice of Interest in Land Pursuant to Florida Statutes Section 704.05 and Florida Statutes Chapter 712 recorded as Instrument 2010000182256, Surface Rights of entry and exploration have been waived by Waiver of Surface Exploration Rights recorded as Instrument No. 2011000145985. (As to Parcels 1, 2, 3 and 4).
4. Easement granted to Florida Power & Light Company by instrument recorded in Book 1224, Page 1779 as affected by Partial Release of Easement recorded in Instrument No. 2006000278303. (As to Parcel 3)
5. Easement granted to Florida Power & Light Company by instrument recorded in Book 1224, Page 1780. (As to Parcel 1)
6. The terms, provisions and conditions contained in that certain Limited Grant of Easement by and between Corkscrew Growers, Inc. and Beach Road Development Co., LLC as set forth in instrument recorded in Book 3491, Page 2184 and Commencement Affidavit recorded in Instrument 2005000070028. (As to Parcels 1, 2, 3 4 and 9)
7. The terms, provisions and conditions contained in that certain Boundary Line Agreement between Beach Road Development Company, LLC, a Florida limited liability company and DiVosta Homes, L.P., a Delaware limited partnership as set forth in instrument recorded in Book 4250, Page 4555. (As to Parcels 2, 3 and 9)
8. The terms, provisions and conditions contained in that certain Bonita Beach Road Golf Community Development Agreement between City of Bonita Springs, a municipal corporation and Beach Road Development Company, LLC, a Florida limited liability company as set forth in instrument recorded in Book 4741, Page 1647, as affected by Extension of the Bonita Beach Road Golf Community Development Agreement recorded July 29, 2011 as Instrument No. 2011000170569. (As to Parcels 1 and 9)
9. The terms, provisions and conditions contained in that certain East Bonita Active Adult Development Agreement between City of Bonita Springs, a municipal corporation and Beach Road Development Company, LLC, a Florida limited liability company as set forth in instrument recorded in Book 4741, Page 1727, as affected by Extension of the East Bonita Active Adult Development Agreement recorded July 29, 2011 as Instrument No. 2011000170568. (As to Parcels 2, 3 and 9)

10. The terms, provisions and conditions contained in that certain Beach Road Estates Development Agreement between City of Bonita Springs, a municipal corporation and Beach Road Development Company, LLC, a Florida limited liability company as set forth in Instrument recorded in Book 4741, Page 1748 the term of which has been amended and extended to September 21, 2035, by an unrecorded Extension of the Beach Road Estates Development Agreement ACF 10-A Bonita L.L.C., dated October 5, 2011, executed by ACF 10-A Bonita L.L.C. and the City of Bonita Springs. (As to Parcels 4 and 9)
11. The terms, provisions and conditions contained in that certain Non-Exclusive Easement Agreement between Beach Road Development, L.P., a Delaware limited partnership and Levitt and Sons of Lee County, LLC, a Florida limited liability company as set forth in Instrument recorded as Instrument No. 2005000070030. (As to Parcel 3)
12. The terms, provisions and conditions contained in that certain Non-Exclusive Easement Agreement between Beach Road Development, L.P., a Delaware limited partnership and Acacia Credit Fund 10-A, L.L.C., a Delaware limited liability company as set forth in Instrument recorded as Instrument No. 2005000074820. (As to Parcels 3 and 9)
13. Grant of Utility Easement in favor of Bonita Springs Utilities, Inc., a Florida not-for-profit corporation, as set forth in Instrument recorded as Instrument No. 2008000045685. (As to Parcels 2 and 3)
14. The terms, provisions and conditions contained in that certain Assignment of Rights (Levitt Property) recorded March 21, 2011 as Instrument 2011000068525 and subsequently assigned to RP Bonita Beach Rd, L.L.C., by Assignment of Rights (Levitt Property) recorded May 2, 2011 as Instrument No. 2011000102700. (As to Parcels 1 through 4)
15. The terms, provisions and conditions contained in that certain Quit Claim Assignment of Rights (Acacia Property) between R.C. Properties VII, LLC, a Delaware limited liability company and BB Road, LLC, a Florida limited liability company recorded March 21, 2011 as Instrument No. 2011000068526. (As to Parcels 1 through 4)
16. The terms, provisions and conditions contained in that certain Quit Claim Assignment of Rights (Levitt Property) between R.C. Properties VII, LLC, a Delaware limited liability company and BB Road, LLC, a Florida limited liability company recorded as Instrument No. 2011000068527. (As to Parcels 1 through 4)
17. The terms, provisions and conditions contained in that certain Assignment of Rights (Levitt Property) between BB Road, a Florida limited liability company; Daniel B. Light and OBPFL-BBR, LLC, a Florida limited liability company recorded May 02, 2011 as Instrument No. 2011000102699. (As to Parcels 1 through 4)
18. Terms, provisions and conditions of the Beach Road Golf Estates Community Development District as evidenced by the Notice of Establishment of the Beach

Road Golf Estates Community Development District, recorded on April 2, 2008 as Instrument No. 2008000086311. (Affects Parcels 1 and 4)

19. Terms, conditions and provisions contained in that certain unrecorded Joint Development Agreement dated July 30, 2013 between ACF 10-A Bonita, L.L.C., and RP Bonita Beach Rd., LLC, and that certain unrecorded Roadway Development Agreement Bonita Beach Road dated July 30, 2013 between ACF 10-A Bonita, L.L.C. and RP Bonita Beach Rd., LLC, as evidenced by the Memorandum of Development Agreements dated July 30, 2013 and recorded on August 2, 2013 as Instrument No. 2013000179529, as affected by that certain Notice of Joinder to Development Agreements between SHR Bonita Springs, LLC and RP Bonita Beach Rd., LLC, recorded on September 4, 2013, and recorded as Instrument No. 2013000204173. (Affects Parcels 1 through 9)
20. Terms, conditions and provisions of the unrecorded Access Easement contained in Paragraph 3.(b) of the Roadway Development Agreement Bonita Beach Road, including loss or damage arising from: a) rights of third parties arising from the lack of constructive notice and failure to record the Access Easement in the Public Records for Lee County, Florida; and b) any deficiency in the description of the easement parcel resulting from the the lack of a specific, identifiable legal description for the easement. (Affects Parcel 9)
21. Oil, gas and mineral reservations contained in Warranty Deed from Barron Collier, Jr., joined by his wife, Barbara May Collier, and Miles Collier, joined by his wife, Isabel Collier, recorded March 27, 1952 in Deed Book 216, Page 419, as affected by Oil, Gas and Mineral Deed recorded January 28, 1964 in Book 231, Page 746; Supplemental Oil, Gas and Mineral Deed recorded November 20, 1964 in Book 275, Page 729; Oil, Gas and Minerals Deed recorded October 9, 1980 in Book 1458, Page 1856; Corrections to Oil, Gas and Minerals Deed recorded December 28, 1981 in Book 1569, Page 1672 and Notice of Interest in Land Pursuant to Florida Statutes Section 704.05 and Florida Statutes Chapter 712 recorded July 22, 2010 in Instrument No. 2010000182256. (As to Parcel 9)
22. The terms, provisions and conditions contained in that certain Declaration of Restrictions and Obligations between Acacia Credit Fund 10-A, L.L.C. and Beach Road Development, L.P., recorded as Instrument No. 2005000074821. (As to Parcel 9)
23. The terms, provisions and conditions contained in that certain Declaration of Restrictions between Acacia Credit Fund 19-A, L.L.C., and Levitt and Sons of Lee County, LLC., recorded as Instrument No. 2005000074822. (As to Parcel 9)
24. The terms, provisions and conditions contained in that certain Notice of Establishment of the Beach Road Estates Community Development District recorded as Instrument No. 2008000086303. (As to Parcel 9)
25. The terms, provisions and conditions contained in that certain Notice of Development Order Approval recorded as Instrument No. 2008000286819. (As to Parcel 9)

26. The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded as Instrument No. 200800033510. (As to Parcel 9)
27. Grant of Utility Easement in favor of Bonita Springs Utilities, Inc., a Florida not-for-profit corporation as set forth in Instrument recorded as Instrument No. 2008000045683. (As to Parcel 9)
28. Survey prepared by BBL Surveyors and Mappers Inc, dated 1/18/2011, last revised July 30, 2013, under Job No. N/A, shows the following: sand road on subject property, various ditches through the subject property and a lake on the subject property (As to Parcels 1-4).
29. Survey prepared by Banks Engineering, dated August 2, 2013, under Job No. 1324, shows the following: dirt road and encroachment of barbed wire fence along the eastern boundary line (As to Parcels 5-8).
30. Terms, conditions and provisions of that certain unrecorded Agricultural Lease dated December 28, 2009, originally between RC Properties VII, LLC (Original Landlord), and Jims Cattle and Agricultural Fencing, LLC (Original Tenant), as affected by First Amendment and Assignment of Agricultural Lease dated August 1, 2011, between RP Bonita Beach Rd, L.L.C. (Current Landlord), Jims Cattle and Agricultural Fencing, LLC (Original Tenant), and Bailey Farms South, LLC (Current Tenant). (As to Parcel 1)

Exhibit B



**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

8B

*This instrument was prepared
without an opinion of title and
after recording return to:*
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

INTERLOCAL COST-SHARING AGREEMENT

THIS INTERLOCAL COST-SHARING AGREEMENT (this "**Agreement**") is made this 2nd day of June, 2017, by and among **BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes ("**BRGE**"); **BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes ("**BL**"); **EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes ("**EBBR**"); and **VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit ("**VBHOA**"). **BRGE**, **BL**, **EBBR**, and **VBHOA** are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**".

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other to provide services in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, **BRGE**, **BL**, and **EBBR** are each a local unit of special purpose government organized and existing in accordance with the Uniform Community Development District Act, Chapter 190, Florida Statutes, as amended, and established pursuant to ordinances of the City Council of the City of Bonita Springs, Florida; and

WHEREAS, **BRGE** is the community development district formed with respect the Bonita National community ("**Bonita National**") and its boundaries are described on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, **BL** is the community development district formed with respect the Bonita Landing community ("**Bonita Landing**") and its boundaries are described on **Exhibit "B"** attached hereto and made a part hereof; and

WHEREAS, **EBBR** is the community development district formed with respect the East Bonita Beach Road community ("**EBBR Project**") and its boundaries are described on **Exhibit "C"** attached hereto and made a part hereof; and

WHEREAS, **VBHOA** is the entity responsible for the common areas of the residential community constructed or to be constructed on the real property described on **Exhibit "D"** attached hereto and made a part hereof ("**Valencia Bonita**"); and

WHEREAS, Bonita National, Bonita Landing, the EBBR Project, and Valencia Bonita (sometimes individually referred to herein as a “**Project**” or sometimes collectively referred to herein as the “**Projects**”) are all subject to that certain United States Army Corp of Engineers (“**ACOE**”) Section 404 Permit, having permit number of SAJ-2001-2043 (IP-MN), as the same has been modified and amended from time to time (“**ACOE Permit**”), which permit was originally effective as of April 20, 2004; and

WHEREAS, the ACOE Permit contains requirements for both on-site and off-site mitigation that are applicable collectively to the Projects (“**ACOE Permit Obligations**”); and

WHEREAS, the ACOE Permit Obligations establish and require certain on-site mitigation undertakings that are applicable to each of the Projects, together with certain off-site mitigation requirements applicable to all of the Projects, which mitigation specifically is expected to take place on approximately 640 acres of land owned by BRGE, sometimes commonly referred to as the “LaBelle Ranch” and legally described on **Exhibit “E”** attached hereto and made a part hereof (“**Hendry County Mitigation Property**”); and

WHEREAS, as of the Effective Date of this Agreement, the ACOE Permit Obligations are, in part, satisfied and, in part, unsatisfied and the Parties desire to apportion responsibility for the unsatisfied ACOE Permit Obligations and allocate responsibility for completion of the unsatisfied ACOE Permit Obligations between the Projects as more particularly set forth in this Agreement; and

WHEREAS, due to the nature of the ACOE Permit Obligations, the regulatory compliance status of any one Party is dependent upon the other Parties’ satisfactory performance of the ACOE Permit Obligations relative to their Project; and

WHEREAS, further, the extension of Bonita Beach Road is a roadway that connects Bonita National, Bonita Landing, the EBBR Project, and Valencia Bonita within the Bonita Beach Road RPD and said extension of Bonita Beach Road is currently owned by BRGE and is legally described on **Exhibit “F”** attached hereto and made a part hereof (“**BBR On-Site Extension**”); and

WHEREAS, Bonita National, Bonita Landing, the EBBR Project and Valencia Bonita are the beneficiaries of that certain easement recorded in Official Records Book 3491, Page 2184, of the Public Records of Lee County, Florida, providing access across other portions of Bonita Beach Road (“**BBR Off-Site Extension**”); and

WHEREAS, the maintenance of the BBR Off-Site Extension is the responsibility of the benefitted parties of the easement for the BBR Off-Site Extension; and

WHEREAS, each Party acknowledges its Project is benefitted by the BBR On-Site Extension and the BBR Off-Site Extension (collectively referred to as the “**BBR Extension**”) and the proper and timely maintenance of the BBR Extension is vital to each Project, so as such, the Parties desire to apportion the responsibility for the future maintenance, repair, and replacement of the BBR Extension and share the costs of said maintenance, repair, and replacement in the manner described herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. ACOE Permit. The ACOE Permit authorizes the discharge of fill into jurisdictional wetlands, jurisdictional waters, and wetlands within the Bonita Beach Road RPD. As of the date of this Agreement, the ACOE Permit requires and incorporates the On-Site Mitigation Work and the Off-Site Mitigation Work (each as defined hereinafter).

a. ACOE Permit Obligations; On-Site Mitigation Work. The On-Site Mitigation Work shall mean the mitigation and required monitoring work described in the ACOE Permit, as may be updated from time to time, attributable only to Bonita National, Bonita Landing, the EBBR Project, and Valencia Bonita, individually. Each Party shall be solely responsible, as its sole cost and expense, for the successful completion of the On-Site Mitigation Work located within its respective Project and required monitoring thereof. Such On-Site Mitigation Work shall be performed by the applicable Party consistent with the terms of the ACOE Permit and otherwise in accordance with all applicable governmental laws, codes, statutes, regulations, ordinances, permits, and approvals. The responsibility for On-Site Mitigation Work shall continue as to each Project until the requirements for said Project are released by both South Florida Water Management District ("SFWMD") and the ACOE.

b. ACOE Permit Obligations; Off-Site Mitigation Work. The Hendry County Mitigation Property is designated in the ACOE Permit as the Bonita Beach Road RPD's off-site mitigation area. Pursuant to the ACOE Permit, the wetlands and uplands located on the Hendry County Mitigation Property are to be enhanced, restored, and/or preserved in partial compensation for impacts of the Projects. Such Off-Site Mitigation Work shall be performed by the Party designated in this Agreement to perform such Off-Site Mitigation Work, and such performance shall be consistent with the terms of the ACOE Permit and otherwise in accordance with all applicable governmental laws, codes, statutes, regulations, ordinances, permits, and approvals. The following Off-Site Mitigation Work is required:

i. Conservation Easement. All of the Hendry County Mitigation Property will be placed under the protection of one or more conservation easements (each, a "Conservation Easement"). BRGE shall be responsible for preparing, processing, and recording the required Conservation Easement instrument(s) in a manner, form, and time acceptable to SFWMD and the ACOE. The cost and expense associated with such action will be a Common Expense (as defined hereinafter).

ii. Mitigation Work. Pursuant to the ACOE Permit, the Hendry County Mitigation Property is required to be enhanced, restored, and/or preserved by the following: (1) eradicating exotic vegetation; and (2) planting native vegetation (collectively, the "Initial Off-Site Mitigation Work"), both to be undertaken by BRGE. The costs associated with the Initial Off-Site Mitigation Work shall be a Common Expense (as defined hereinafter). From and after the completion of the Initial Off-Site Mitigation Work, the maintenance and monitoring of the Hendry County Mitigation Property including, without limitation, the preparation and submission of required reports to both the SFWMD and the ACOE ("General Off-Site Mitigation Work") shall be undertaken by BRGE and the costs associated with the General Off-Site Mitigation Work shall be a Common Expense. When the vegetative mix of plants on the Hendry County Mitigation Property has evolved to reflect the applicable thresholds in the ACOE Permit, then BRGE will apply for and seek to obtain a determination of final success from the ACOE and shall thereafter convey title to the Hendry County Mitigation Property to SFWMD or such other entity as designated by SFWMD consistent with the ACOE Permit Obligations. Until otherwise released by both SFWMD and the ACOE from any further requirement to maintain and monitor the Hendry County Mitigation Property, all General Off-Site Mitigation Work expenses incurred in doing so shall be a Common Expense.

3. Bonita Beach Road Extension. BRGE shall be responsible for the maintenance, repair and replacement of the right-of-way improvements (including, without limitation, the roadways, sidewalks, streetlights, traffic signage and landscaping) located from time to time within the BBR Extension (the “**BBR Extension Work**”). The BBR Extension Work shall be performed as needed to keep the right-of-way improvements in commercially reasonable good condition and repair. The BBR Extension Work shall be performed in accordance with all applicable governmental laws, codes, statutes, regulations, ordinances, permits, and approvals. The cost of the BBR Extension Work shall be a Common Expense. The obligations in this Section shall continue until such time as the City of Bonita Springs or other local governmental entity (other than a party to this Agreement) accepts the BBR Extension for maintenance.

4. Default. In the event of a violation of any of the terms or conditions of this Agreement by any Party hereto (“**Defaulting Party**”), excluding non-payment of Common Expenses which is covered by Section 5 below, then any non-defaulting Party (a “**Non-Defaulting Party**”) shall provide written notice of such violation to the Defaulting Party at the address set forth herein. If, within fifteen (15) days following notice, such violation has not been cured or the Defaulting Party is not using reasonable diligence to cure such violation, then the Defaulting Party shall be in default hereunder and any Non-Defaulting Party shall be entitled, in addition to any or rights or remedies available in law or equity, to pursue any and all of the remedies described below:

a. ACOE Permit Enforcement. If a condition arises within a Party’s Project that creates a non-compliance situation with respect to the ACOE Permit, or gives rise to ACOE enforcement procedures, then the Defaulting Party shall be responsible for immediately remedying the condition and ensuring that the Project complies with the ACOE Permit. Further, if that condition gives rise to the levying of fines or other penalties for non-compliance with the ACOE Permit, then the Defaulting Party within whose Project the condition was located shall be solely responsible for the payment and satisfaction of such fines and/or penalties and shall indemnify the other Non-Defaulting Party(s) from any such fines and/or penalties that ACOE may jointly levy. In such event, any Non-Defaulting Party shall have the right (but not the obligation) to pay the Defaulting Party’s fines and/or penalties. Any fines and/or penalties paid on behalf of the Defaulting Party by a Non-Defaulting Party shall be repaid by the Defaulting Party to the applicable Non-Defaulting Party within ten (10) days after written notice that the fines and/or penalties have been paid on the Defaulting Party’s behalf. If any such bill is not paid within said ten (10) day period, then the amount of such bill shall accrue interest at the maximum interest rate allowed by law until paid, and the Non-Defaulting Party may bring legal action against the Defaulting Party for the delinquent amount plus interest and attorney's fees and costs of any such action.

b. Non-Performance of On-Site Mitigation Work. If any of the On-Site Mitigation Work is not completed as required by the Defaulting Party and it becomes necessary to complete such work in order to avoid a default or threat of default being called by the ACOE or an enforcement action, then any other Non-Defaulting Party shall have the right (but not the obligation) to complete the On-Site Mitigation Work on behalf of the Defaulting Party responsible for such On-Site Mitigation Work pursuant to this Agreement. If a Non-Defaulting Party elects to complete the On-Site Mitigation Work on behalf of the Defaulting Party, then any expenses incurred to complete On-Site Mitigation Work on behalf of the Defaulting Party including, but not limited to, reasonable management fees, not to exceed five percent (5%), associated with the same, shall be paid by the Defaulting Party to the Non-Defaulting Party completing the work within ten (10) after receipt of an invoice for the applicable On-Site Mitigation Work. If any such invoice is not paid within said ten (10) day period, then the amount of such invoice shall accrue interest at the maximum interest rate allowed by law until paid, and the Non-Defaulting Party may bring legal action against the Defaulting Party for the delinquent amount plus interest and attorney's fees and costs of any such action. For the limited purpose of enforcing this provision, the Non-Defaulting Party seeking to complete On-Site Mitigation Work is granted a non-exclusive license for access, ingress, and egress on, over and under the Defaulting Party’s property to the extent reasonably required to perform the work, and

for the time period necessary to complete said work, that the non-performing Party was obligated to perform under the terms of the ACOE Permit.

c. Non-Performance of Off-Site Mitigation Work. As set forth in Section 2.b.ii above, BRGE is responsible for completing the Initial Off-Site Mitigation Work and the General Off-Site Mitigation Work. However, in the event that any Initial Off-Site Mitigation Work or General Off-Site Mitigation Work is not being timely performed or undertaken in compliance with the ACOE Permit, then any Non-Defaulting Party is granted a non-exclusive license for access, ingress, and egress on, over and under the Hendry County Property to the extent reasonably required to perform the work, and for the time period necessary to complete said work, and such Non-Defaulting Party shall have the right (but not the obligation) to undertake the applicable Initial Off-Site Mitigation Work or General Off-Site Mitigation Work required to cure the deficiencies therewith and bring the Hendry County Mitigation Property in compliance with all Conservation Easements and the ACOE Permit. In the event that a Non-Defaulting Party elects to exercise its right to cure a deficiency with the Initial Off-Site Mitigation Work or General Off-Site Mitigation Work, BRGE shall remain obligated to pay its share of the Common Expense for the applicable work, and shall, to the extent incurred, be responsible for payment of reasonable management fees, not to exceed five percent (5%), associated with the same, payable to the Non-Defaulting Party performing said work.

d. Non-Performance of BBR Extension Work. As set forth in Section 3 above, BRGE is responsible for completing the BBR Extension Work. However, in the event that any BBR Extension Work is not being timely performed or undertaken in compliance with the requirements of Section 3 above, then any Non-Defaulting Party shall have the right (but not the obligation) to undertake the applicable BBR Extension Work to cure any deficiencies therewith. The Non-Defaulting Party is granted a non-exclusive license for access, ingress, and egress on, over and under applicable property to the extent reasonably required to perform the work, and for the time period necessary to complete said work. In the event that a Non-Defaulting Party elects to exercise its right to cure a deficiency with the BBR Extension Work, BRGE shall remain obligated to pay its share of the Common Expense for the applicable work, and shall, to the extent incurred, be responsible for payment of reasonable management fees, not to exceed five percent (5%), associated with the same, payable to the Non-Defaulting Party performing said work.

5. Common Expenses. As used hereunder, the term “Common Expense” shall mean and refer to the cost and expense of work benefitting all of the Projects which shall be shared by the Parties based upon their respective percentages set forth in this Section. For all Common Expenses, the Parties shall contribute and be responsible for the following shares of the Common Expenses:

<u>Entity</u>	<u>Percentage</u>
BRGE	46%
BL	7%
EBBR	14%
VBHOA	33%

Each Party shall pay its applicable percentage of any Common Expense within twenty (20) days after receipt of an invoice or any other commercially reasonable notice of the maturity of a Common Expense hereunder from BRGE (or such other Party which may have performed the work) (“Performing Party”). Non-payment of Common Expenses, as identified by this Agreement, when due by the Party owing such Common Expenses shall constitute a default; however, the Performing Party shall be afforded the rights and procedures set forth in this Section in place of those procedures and rights under Section 4 in the event of such a non-payment of Common Expenses when due. If any required Common Expense payment is not paid to the Performing Party within thirty (30) days after the date due, as herein required, then the amount of such invoice shall accrue interest at the maximum interest rate allowed by law until paid, and the

Performing Party may bring legal action against the non-paying Party for the delinquent amount plus interest and attorney's fees and costs of any such action. The Parties expressly acknowledge that the Performing Party has the right and power to bring all actions against any non-paying Party in law or equity for the collection of the delinquent amounts as a debt.

6. Books and Records; Budget. Each Party responsible hereunder for any maintenance, repair, or replacement described herein shall: (i) annually prepare and submit to the other Parties a budget for such maintenance, repair, or replacement, which budget shall be subject to the reasonable review and timely approval of the other Parties, and (ii) keep complete, accurate, and reasonably detailed books and records of each and every item of cost and expense paid or incurred for maintenance of the applicable items that are the subject of this Agreement. Any Performing Party shall endeavor to obtain competitive bids/pricing for work performed pursuant to this Agreement. Each Party shall make such books and records available at reasonable times, upon prior written notice during normal business hours for inspection, review, and copying by each other Party and its designated representatives, including accountants and attorneys. Each Party shall keep and maintain all such books and records for a period of at least four (4) years from the end of the year to which they apply, or such longer period as otherwise required pursuant to Florida law.

7. Notices. Any notice, request, demand, instruction, or other communication to be given to any party hereunder shall be in writing and either hand delivered, delivered by next business day commercial courier (such as FedEx or UPS), sent by first class mail, postage prepaid, or sent electronically via email. Any notice demand, request, or other communication shall be deemed to be given upon actual receipt in the case of hand delivery, delivery by next business day commercial courier or email transmittal, or three (3) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. Notices shall be addressed to the following:

To BRGE: Beach Road Golf Estates
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431
Attn: District Manager
Email: adamsc@whhassociates.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.
Email: gurbancic@cyklawfirm.com

To BL: Bonita Landing
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431
Attn: District Manager
Email: adamsc@whhassociates.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attn: Gregory L. Urbancic, Esq.
Email: gurbancic@cyklawfirm.com

To EBBR: East Bonita Beach Road
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431
Attn: District Manager
Email: adamsc@whhassociates.com

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Jennifer Kilinski, Esq.
Email: JenK@hgslaw.com

To VBHOA: Valencia Bonita Homeowners Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323
Attn: President

With a copy to: Bonita Springs Associates I, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323
Attn: Richard A. Arkin, Vice President
Email: richard.arkin@glhomes.com

8. Permit Modification. No Party shall submit any application to the ACOE to modify, alter, or amend the ACOE Permit without first submitting a copy of any proposed amendment to all other Parties not less than sixty (60) days prior to submittal to any governmental agency. All Parties shall be required to sign off on such changes in writing and approval shall not be unreasonably withheld.

9. Governing Law / Venue. This Agreement shall be construed in accordance with Florida law. Venue and jurisdiction for any action arising hereunder shall lie exclusively in the Florida state court of appropriate jurisdiction in Lee County, Florida.

10. Disputes/Enforcement. All disputes under this Agreement between community development districts shall be governed in accordance with the requirements of Chapter 164, Florida Statutes.

11. Prevailing Party. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration or other alternative dispute resolution, on appeal, or otherwise.

12. Assignment. This Agreement may not be assigned by any Party, whether in whole or in part, to any other person or entity without the express written consent of all of the other Parties, which consent may be withheld in their sole and absolute discretion. Any purported assignment in contravention of this Section shall, at the sole option of the non-assigning Parties, be deemed null and void and of no force or effect.

13. Modifications. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed by the Parties, acknowledged by the Parties, and recorded in the Public Records of Lee County, Florida.

14. Binding Effect. This Agreement shall be binding upon the Parties, their successors, and assigns.

15. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16. Integration. This Agreement embodies the entire understanding of the Parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior agreements and contemporaneous understandings pertaining to the subject matter hereof.

17. Interpretation. This Agreement has been negotiated fully among, by, and between the Parties as an arm's length transaction. All Parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon and all of which shall together constitute one and the same instrument.

19. Recording. This Agreement and any permitted assignments and modifications hereof shall be recorded in the Public Records of Lee County, Florida.

20. Effective Date. This Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Lee County, Florida.

21. No Waiver of Sovereign Immunity. Nothing herein shall be deemed as a waiver of immunity or limits of liability of BRGE, BL, or EBBR beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

22. Public Records. The Parties understand and agree that all documents of any kind provided to BRGE, BL, or EBBR may be public records and, accordingly, the Parties agree to comply with all applicable provisions of Florida law in handling any such public records.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

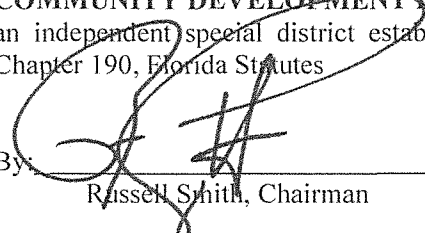
BEACH ROAD GOLF ESTATES:

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT,**
an independent special district established pursuant to
Chapter 190, Florida Statutes

ATTEST:


Secretary/Assistant Secretary

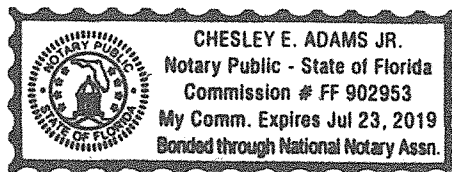
By:

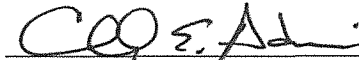

Russell Smith, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15 day of MAY, 2017 by Russell Smith, as Chairman of BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes, who is (☒) personally known to me or () has produced _____ as evidence of identification.

(SEAL)




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

Signatures continue on the following page.

BONITA LANDING:

**BONITA LANDING COMMUNITY
DEVELOPMENT DISTRICT,**

an independent special district established pursuant to
Chapter 190, Florida Statutes

ATTEST:

Shirley Kempton
Secretary/Assistant Secretary

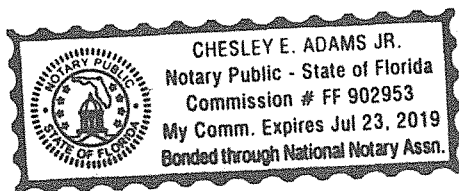
By: *[Signature]*

Russell Smith, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15 day of May,
2017 by Russell Smith, as Chairman of BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT,
an independent special district established pursuant to Chapter 190, Florida Statutes, who is (☒) personally
known to me or () has produced _____ as evidence of identification.

(SEAL)



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

EAST BONITA BEACH ROAD:

**EAST BONITA BEACH ROAD
COMMUNITY DEVELOPMENT DISTRICT,**
an independent special district established pursuant to
Chapter 190, Florida Statutes

ATTEST:

Secretary/Assistant Secretary

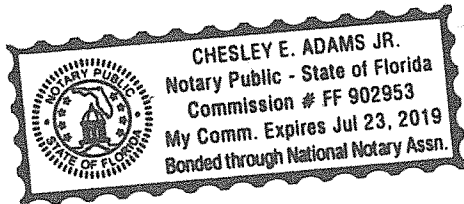
By: _____

Christian Swann, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 22 day of MAY, 2017 by Christian Swann, as Chairman of EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes, who is (☒) personally known to me or () has produced _____ as evidence of identification.

(SEAL)



NOTARY PUBLIC

Name: _____

(Type or Print)

My Commission Expires: _____

VBHOA:

**VALENCIA BONITA HOMEOWNERS
ASSOCIATION, INC.,**

a Florida corporation not for profit

Witnesses:

Audrey Dowdell
Print Name: Audrey Dowdell

CHRIS HORACE
Print Name: CHRIS HORACE

By: Patricia Campbell

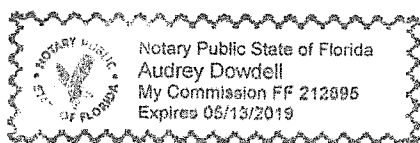
Name: Patricia Campbell

Title: Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 2nd day of June, 2017 by Patricia Campbell, as Vice President of VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, who is (☒) personally known to me or () has produced _____ as evidence of identification.

(SEAL)



Audrey Dowdell
NOTARY PUBLIC
Name: Audrey Dowdell
(Type or Print)
My Commission Expires: 5-13-19

**EXHIBIT “A”
BRGE Boundaries**

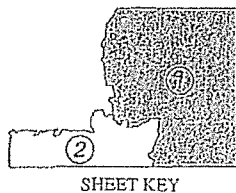
BEACH ROAD
GOLF ESTATES C.D.D.
BOUNDARY LIMITS 1 OF 2

Banks Engineering
Civil Engineers, Planners & Land Surveyors
FORT MYERS • NAPLES • SARASOTA
2225 HORTHROPPE PLAZA, SUITE 200
NAPLES, FLORIDA 34105
PHONE: (813) 397-2541 FAX: (813) 397-2542
DEPT. (800) 452-6742 • (813) 441-1113
BANKS ENGINEERING P.A. S.C.

BEACH ROAD GOLF ESTATES C.O.D.
BEACH ROAD DEVELOPMENT, L.P.
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-1-8)
5-12-66	1374	_RST	JLA	WUX	DRD	1"= 1000'	1	2	12-455-240

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NOTE:

NOTES:

- 1) MARSHES ADJACENT TO THE WEST LINE OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA, AS SHOWN ON ATTACHED MAP.
- 2) MARSHES ADJACENT TO THE WEST LINE OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA, AS SHOWN ON ATTACHED MAP.
- 3) THE SURVEY IS NOT MADE WITHIN THE BOUNDARY AND THE OTHER RANGED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) ENVIRONMENTAL CONCERNS, INCLUDING MARSHES AND ADJACENT WATERS, IF ANY, HAVE NOT BEEN TAKEN INTO THE SURVEY.

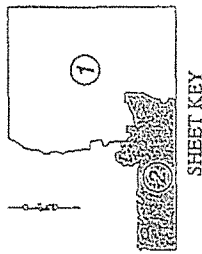
RMC TABLE			RMC TABLE		
LINE	REMARK	RECEIVED	LINE	REMARK	RECEIVED
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NOTES:
1.) DEADINGS REFER TO THE WEST LINE OF SECTION 2, TOWNSHIP 48
SOUTH, RANGE 20 EAST, LEE COUNTY, FLORIDA, AS BEING N 07°14'45" W.



Banks Engineering

Professional Engineers, Planners & Land Surveyors
2515 Northbrooke Plaza Drive - Suite 200
Naples, Florida 34119
(239) 597-2051
Fax (239) 597-3082

DESCRIPTION OF A PARCEL OF LAND
LYING IN
SECTIONS 1 & 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

(GOLF ESTATES PARCEL)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE S 89°22'02" W ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR 2,621.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE S 89°21'09" W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR 2,620.23 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE S 89°22'06" W ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR 2,581.86 FEET; THENCE N 00°37'52" W FOR 45.56 FEET; THENCE N 13°10'22" W FOR 45.08 FEET; THENCE N 24°06'36" W FOR 35.33 FEET; THENCE N 27°26'21" E FOR 36.50 FEET; THENCE N 04°24'28" W FOR 146.48 FEET; THENCE N 01°50'22" W FOR 59.47 FEET; THENCE N 05°20'04" E FOR 84.09 FEET; THENCE N 06°01'08" W FOR 27.70 FEET; THENCE N 38°37'23" W FOR 28.11 FEET; THENCE N 03°03'48" E FOR 31.72 FEET; THENCE N 15°34'13" E FOR 42.02 FEET; THENCE N 05°17'36" W FOR 83.01 FEET; THENCE N 15°21'15" E FOR 40.48 FEET; THENCE N 07°11'42" W FOR 50.24 FEET; THENCE N 02°08'14" E FOR 121.80 FEET; THENCE N 24°18'06" E FOR 39.37 FEET; THENCE N 14°32'32" E FOR 70.83 FEET; THENCE N 02°54'14" E FOR 56.38 FEET; THENCE N 49°47'49" E FOR 46.33 FEET; THENCE N 39°21'24" W FOR 168.09 FEET; THENCE N 55°58'56" E FOR 198.37 FEET; THENCE S 32°58'19" E FOR 160.61 FEET; THENCE N 57°28'13" E FOR 24.86 FEET; THENCE N 19°10'43" E FOR 83.31 FEET; THENCE S 87°17'35" E FOR 91.54 FEET; THENCE N 79°48'33" E FOR 60.20 FEET; THENCE N 88°09'12" E FOR 204.68 FEET; THENCE S 74°47'24" E FOR 66.34 FEET; THENCE S 86°21'09" E FOR 72.94 FEET; THENCE S 89°40'53" E FOR 38.13 FEET; THENCE S 08°51'00" E FOR 14.61 FEET; THENCE N 77°49'57" E FOR 106.68 FEET; THENCE S 28°01'19" W FOR 85.73 FEET; THENCE S 66°32'33" W FOR 31.94 FEET; THENCE S 31°23'07" W FOR 18.46 FEET; THENCE S 51°54'24" E FOR 22.09 FEET; THENCE S 38°05'36" W FOR 64.60 FEET; THENCE N 82°02'09" E FOR 37.03 FEET; THENCE N 76°28'17" E FOR 51.13 FEET; THENCE N 15°29'26" E FOR 5.57 FEET; THENCE N 78°25'24" E FOR 75.32 FEET; THENCE N 50°56'30" E FOR 17.32 FEET; THENCE N 05°42'20" W FOR 37.65 FEET; THENCE N 55°20'02" E FOR 22.31 FEET; THENCE N 05°25'36" E FOR 31.42 FEET; THENCE N 57°15'02" E FOR 49.01 FEET; THENCE N 75°47'23" E FOR 60.29 FEET; THENCE S 14°42'10" E FOR 58.07 FEET; THENCE S 27°07'07" W FOR 26.20 FEET;

SHEET 1 OF 7

Fort Myers Office
10511 Six Mile Cypress Pkwy, Suite
#101
Fort Myers, Florida 33912
(239) 939-5490
Fax (239) 939-2523

Sarasota Office
1144 Tallevast Road Suite #115
Sarasota, Florida 34243
(941) 360-1618
Fax (941) 360-6918

Port Charlotte Office
12653 SW CR 769 Suite B
Lake Suzy, Florida 34269
(941) 625-1165
Fax (941) 625-1149

THENCE N 63°17'33" E FOR 35.61 FEET; THENCE N 56°43'58" E FOR 43.23 FEET;
 THENCE N 65°01'20" E FOR 46.06 FEET; THENCE S 59°41'23" E FOR 29.68 FEET;
 THENCE N 66°13'58" E FOR 11.78 FEET; THENCE N 02°40'19" W FOR 42.57 FEET;
 THENCE N 83°48'10" E FOR 98.72 FEET; THENCE S 87°29'38" E FOR 103.58 FEET;
 THENCE N 82°20'12" E FOR 185.19 FEET; THENCE S 52°19'18" W FOR 114.87 FEET;
 THENCE S 19°19'48" W FOR 25.77 FEET; THENCE S 09°13'56" E FOR 44.10 FEET;
 THENCE S 70°20'36" W FOR 73.30 FEET; THENCE S 30°16'30" E FOR 17.26 FEET;
 THENCE S 75°10'41" E FOR 16.72 FEET; THENCE S 58°22'29" E FOR 52.16 FEET;
 THENCE S 47°55'36" E FOR 12.64 FEET; THENCE N 35°08'21" E FOR 9.80 FEET; THENCE
 S 75°21'32" E FOR 46.45 FEET; THENCE N 77°52'29" E FOR 24.33 FEET; THENCE N
 53°19'47" E FOR 15.02 FEET; THENCE N 42°09'45" E FOR 71.81 FEET; THENCE S
 73°01'41" E FOR 42.10 FEET; THENCE N 03°57'03" E FOR 42.43 FEET; THENCE N
 33°38'12" E FOR 114.26 FEET; THENCE N 55°41'18" E FOR 30.67 FEET; THENCE N
 84°40'46" E FOR 62.90 FEET; THENCE S 83°25'51" E FOR 70.94 FEET; THENCE S
 70°21'11" E FOR 98.29 FEET; THENCE N 86°44'27" E FOR 379.68 FEET; THENCE N
 88°59'48" E FOR 164.39 FEET; THENCE S 79°35'37" E FOR 53.89 FEET; THENCE S
 12°08'18" W FOR 5.00 FEET; THENCE S 72°38'50" E FOR 80.89 FEET; THENCE S 63°18'36"
 E FOR 63.98 FEET; THENCE S 89°55'16" E FOR 116.93 FEET; THENCE N 14°03'10" W FOR
 33.10 FEET; THENCE N 45°10'25" W FOR 39.62 FEET; THENCE N 15°15'53" E FOR 10.86
 FEET; THENCE N 56°14'12" W FOR 45.41 FEET; THENCE N 44°46'04" E FOR 17.24 FEET;
 THENCE N 07°57'23" E FOR 22.66 FEET; THENCE N 67°31'00" W FOR 24.83 FEET;
 THENCE N 46°45'02" W FOR 34.71 FEET; THENCE N 13°24'45" W FOR 43.68 FEET;
 THENCE N 49°18'10" W FOR 12.73 FEET; THENCE N 68°25'53" W FOR 17.69 FEET;
 THENCE N 00°47'46" E FOR 108.96 FEET; THENCE N 21°26'26" E FOR 33.47 FEET;
 THENCE N 02°00'23" E FOR 42.74 FEET; THENCE N 16°18'10" W FOR 60.68 FEET;
 THENCE N 05°19'56" E FOR 46.89 FEET; THENCE N 30°08'17" E FOR 65.71 FEET;
 THENCE N 61°01'36" E FOR 22.78 FEET; THENCE S 88°58'32" E FOR 23.08 FEET;
 THENCE S 67°29'37" E FOR 18.65 FEET; THENCE N 40°35'43" E FOR 12.40 FEET;
 THENCE N 64°30'39" W FOR 24.03 FEET; THENCE N 34°00'35" W FOR 14.44 FEET;
 THENCE N 00°29'11" W FOR 26.64 FEET; THENCE N 20°35'38" E FOR 12.53 FEET;
 THENCE N 35°15'23" E FOR 59.35 FEET; THENCE N 34°40'21" E FOR 60.05 FEET;
 THENCE N 71°30'08" E FOR 87.94 FEET; THENCE N 87°16'43" E FOR 72.99 FEET;
 THENCE S 88°37'46" E FOR 117.73 FEET; THENCE S 13°52'12" E FOR 45.17 FEET;
 THENCE S 23°48'27" E FOR 58.79 FEET; THENCE S 15°52'53" E FOR 51.84 FEET;
 THENCE S 32°07'15" E FOR 47.62 FEET; THENCE S 55°39'16" E FOR 80.48 FEET;
 THENCE N 78°14'39" E FOR 14.32 FEET; THENCE N 31°24'59" E FOR 25.94 FEET TO THE
 BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF
 150.12 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 51°48'59" W;
 THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 42°08'22" FOR 110.41 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE
 RIGHT HAVING A RADIUS OF 67.00 FEET; THENCE EASTERLY ALONG SAID CURVE
 THROUGH A CENTRAL ANGLE OF 35°55'47" FOR 42.02 FEET TO THE BEGINNING OF
 A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 179.22 FEET; THENCE
 SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°17'49"
 FOR 66.62 FEET; THENCE N 00°44'03" W FOR 212.03 FEET TO THE BEGINNING OF A
 CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY
 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'25" FOR 63.81 FEET;
 THENCE N 25°06'28" W FOR 35.23 FEET TO THE BEGINNING OF A CURVE TO THE
 RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID

CURVE THROUGH A CENTRAL ANGLE OF 48°28'34" FOR 21.15 FEET; THENCE N 23°22'06" E FOR 45.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°31'14" FOR 28.59 FEET; THENCE N 42°09'08" W FOR 52.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°50'41" FOR 9.53 FEET; THENCE N 63°59'49" W FOR 70.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°31'00" FOR 51.94 FEET; THENCE N 04°28'50" W FOR 61.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°55'17" FOR 23.53 FEET; THENCE N 49°26'27" E FOR 38.86 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°01'36" FOR 10.22 FEET; THENCE N 88°28'03" E FOR 102.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°49'19" FOR 11.14 FEET; THENCE N 31°02'15" E FOR 30.17 FEET; THENCE N 21°04'44" E FOR 40.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°39'21" FOR 63.98 FEET; THENCE N 15°34'37" W FOR 94.35 FEET; THENCE N 19°20'31" W FOR 91.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°37'04" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'36" FOR 49.29 FEET; THENCE N 01°26'39" E FOR 49.38 FEET; THENCE S 89°36'56" W FOR 241.16 FEET; THENCE N 00°04'22" E FOR 163.51 FEET; THENCE N 08°42'31" W FOR 70.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°00'29" FOR 44.17 FEET; THENCE N 31°43'00" W FOR 22.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°38'16" FOR 34.83 FEET; THENCE N 03°55'16" E FOR 114.57 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°01'46" FOR 30.41 FEET; THENCE N 16°06'30" W FOR 104.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°30'04" FOR 43.28 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°56'38" FOR 31.34 FEET; THENCE N 11°33'05" W FOR 26.09 FEET; THENCE N 01°20'37" W FOR 54.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 98.14 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 86°14'25" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'23" FOR 38.55 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°51'42" FOR 17.39 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 94°14'47" FOR 213.84 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°46'33" FOR 131.86 FEET; THENCE N 06°40'40" W FOR 49.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'17" FOR 13.73 FEET; THENCE N 05°25'37" E FOR 70.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°48'35" FOR 117.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 29.97 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 18°37'01" W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°21'58" FOR 31.58 FEET; THENCE N 12°46'16" W FOR 27.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 128.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°51'48" FOR 84.59 FEET; THENCE N 25°05'32" E FOR 134.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°03'30" FOR 12.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 469.77 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 49°50'58" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°07'40" FOR 74.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 47.50 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 58°58'37" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°46'45" FOR 19.71 FEET; THENCE N 07°14'38" E FOR 38.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'24" FOR 61.28 FEET; THENCE N 04°51'46" W FOR 76.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 46.50 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°01'51" FOR 8.95 FEET; THENCE N 06°10'05" E FOR 39.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°17'07" FOR 22.89 FEET; THENCE N 25°27'12" E FOR 72.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°23'50" FOR 37.68 FEET; THENCE N 00°03'22" E FOR 99.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°47'50" FOR 16.65 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 147.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°42'17" FOR 47.99 FEET; THENCE N 51°53'17" E FOR 18.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 43.74 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 35°33'27" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°18'10" FOR 21.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 07°15'17" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°27'49"

FOR 20.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 173.66 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 60°50'02" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°26'14" FOR 31.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 97.33 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 70°48'40" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°43'44" FOR 28.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 34.30 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 83°32'46" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°00'49" FOR 24.55 FEET; THENCE N 41°56'39" E FOR 57.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°47'28" FOR 19.00 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 286.61 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°57'14" FOR 99.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 117.50 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 47°53'35" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°21'39" FOR 25.35 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°53'55" FOR 28.17 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 63.21 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°28'43" FOR 45.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 77.50 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 76°05'26" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°36'11" FOR 33.28 FEET; THENCE N 10°41'37" E FOR 16.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°36'12" FOR 24.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 421.93 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 54°42'11" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°20'51" FOR 46.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 83.50 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 47°35'07" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°08'57" FOR 24.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 16.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 30°26'10" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°18'50" FOR 16.84 FEET; THENCE N 00°45'00" W FOR 7.13 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N 89°15'00" E ALONG SAID NORTH LINE FOR 1,565.15 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE N 89°16'35" E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER FOR 2,629.24 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S 00°47'30" E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER FOR 2,686.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

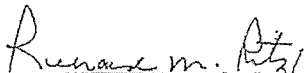
THENCE S 00°52'31" E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER FOR 2,712.07 FEET TO THE POINT OF BEGINNING.

PARCEL DESCRIBED HEREIN CONTAINING 657.59 ACRES, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N 01°11'45" W.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

DESCRIPTION PREPARED AUGUST 4, 2006.



RICHARD M. RITZ, R.L.S.
FLORIDA CERTIFICATION NO. 4009



35 35 , 35 36 , 36 36

OF A

2. TOWNSHIP 48 SOUTH

DATE TIME

***THIS IS NOT A STORY

20

- THIS SKETCH IS NOT VALID UNLESS IT BEARS/D

--PREPARED AUGUST 4, 2008

18. செய்யுது

ENGINEERING, SURVEYING & LAND PLANNING

(022) 333-2031

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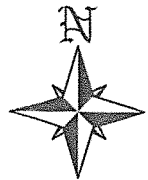
- Figure 1. The effect of the number of iterations on the accuracy of the proposed algorithm. The accuracy of the proposed algorithm increases with the number of iterations. The accuracy of the proposed algorithm is 100% when the number of iterations is 1000.

EXHIBIT “B”
BL Boundaries

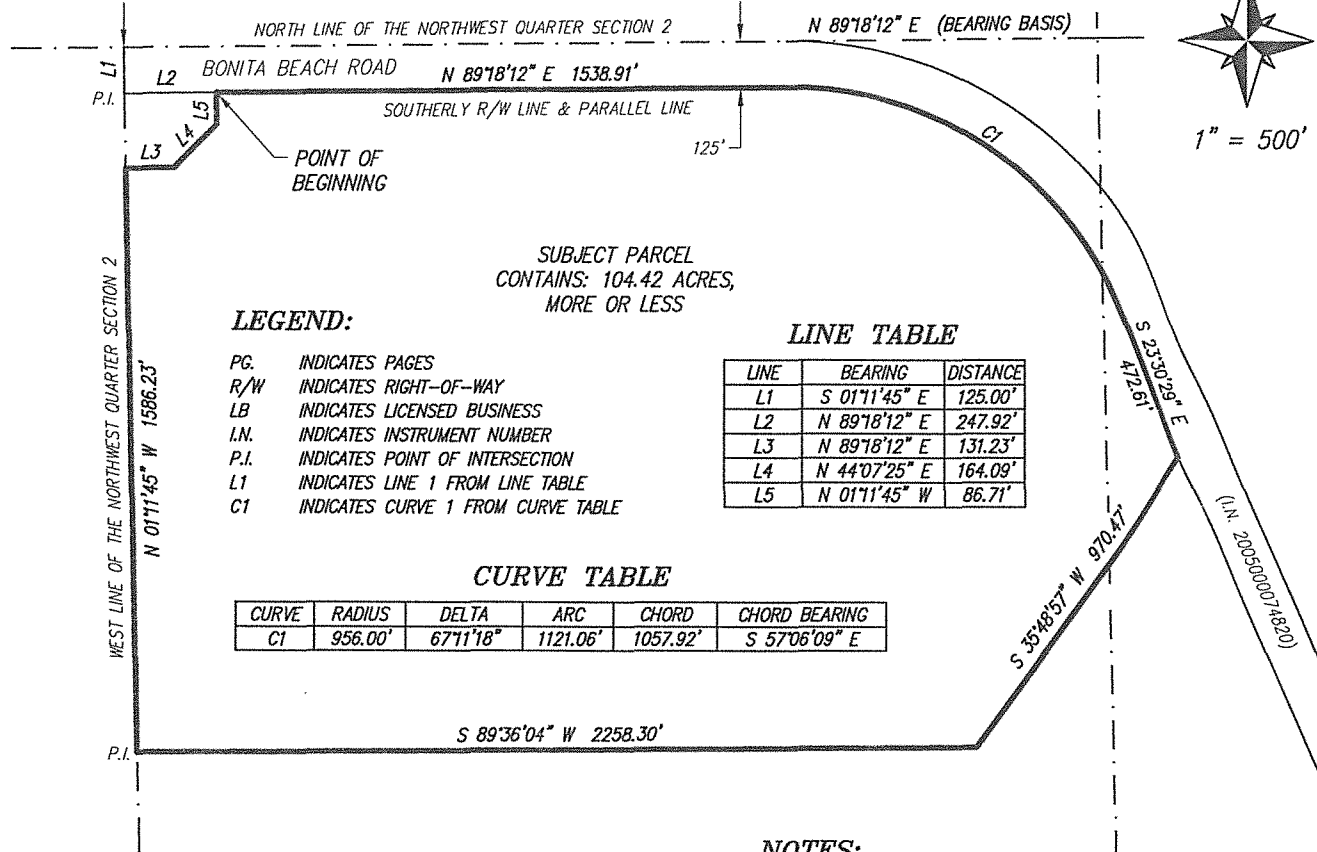
LEGAL DESCRIPTION AND SKETCH

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA
EXHIBIT "C"

POINT OF
COMMENCEMENT
NORTHWEST CORNER
NORTHWEST QUARTER
SECTION 2



1" = 500'



LEGEND:

PG. INDICATES PAGES
R/W INDICATES RIGHT-OF-WAY
LB INDICATES LICENSED BUSINESS
I.N. INDICATES INSTRUMENT NUMBER
P.I. INDICATES POINT OF INTERSECTION
L1 INDICATES LINE 1 FROM LINE TABLE
C1 INDICATES CURVE 1 FROM CURVE TABLE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01°11'45" E	125.00'
L2	N 89°18'12" E	247.92'
L3	N 89°18'12" E	131.23'
L4	N 44°07'25" E	164.09'
L5	N 01°11'45" W	86.71'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	956.00'	67°11'18"	1121.06'	1057.92'	S 57°06'09" E

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE S 01°11'45" E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 FOR 125.00 FEET TO AN INTERSECTION WITH A LINE 125 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED ON A PERPENDICULAR) THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD (125 FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2005000074820 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE N 89°18'12" E ALONG SAID PARALLEL LINE AND SAID SOUTHERLY LINE FOR 247.92 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 89°18'12" E ALONG SAID PARALLEL LINE AND SAID SOUTHERLY LINE FOR 1,538.91 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 956.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 67°11'18" FOR 1,121.06 FEET; THENCE S 23°30'29" E ALONG SAID SOUTHERLY LINE FOR 472.61 FEET; THENCE S 35°48'57" W FOR 970.47 FEET; THENCE S 89°36'04" W FOR 2,258.30 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE N 01°11'45" W ALONG SAID WEST LINE FOR 1,586.23 FEET; THENCE N 89°18'12" E FOR 131.23 FEET; THENCE N 44°07'25" E FOR 164.09 FEET; THENCE N 01°11'45" W FOR 86.71 FEET TO THE POINT OF BEGINNING.

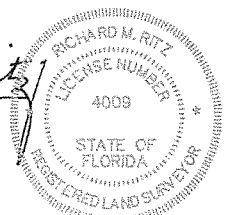
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NOTES:

- 1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 2.) BEARINGS ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NAD 83 (CORS). WHEREIN THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST BEARS N 89°18'12" E.

THIS IS NOT A BOUNDARY SURVEY

Richard M. Ritz
RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
- DATE SIGNED: 4-22-2015
- THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



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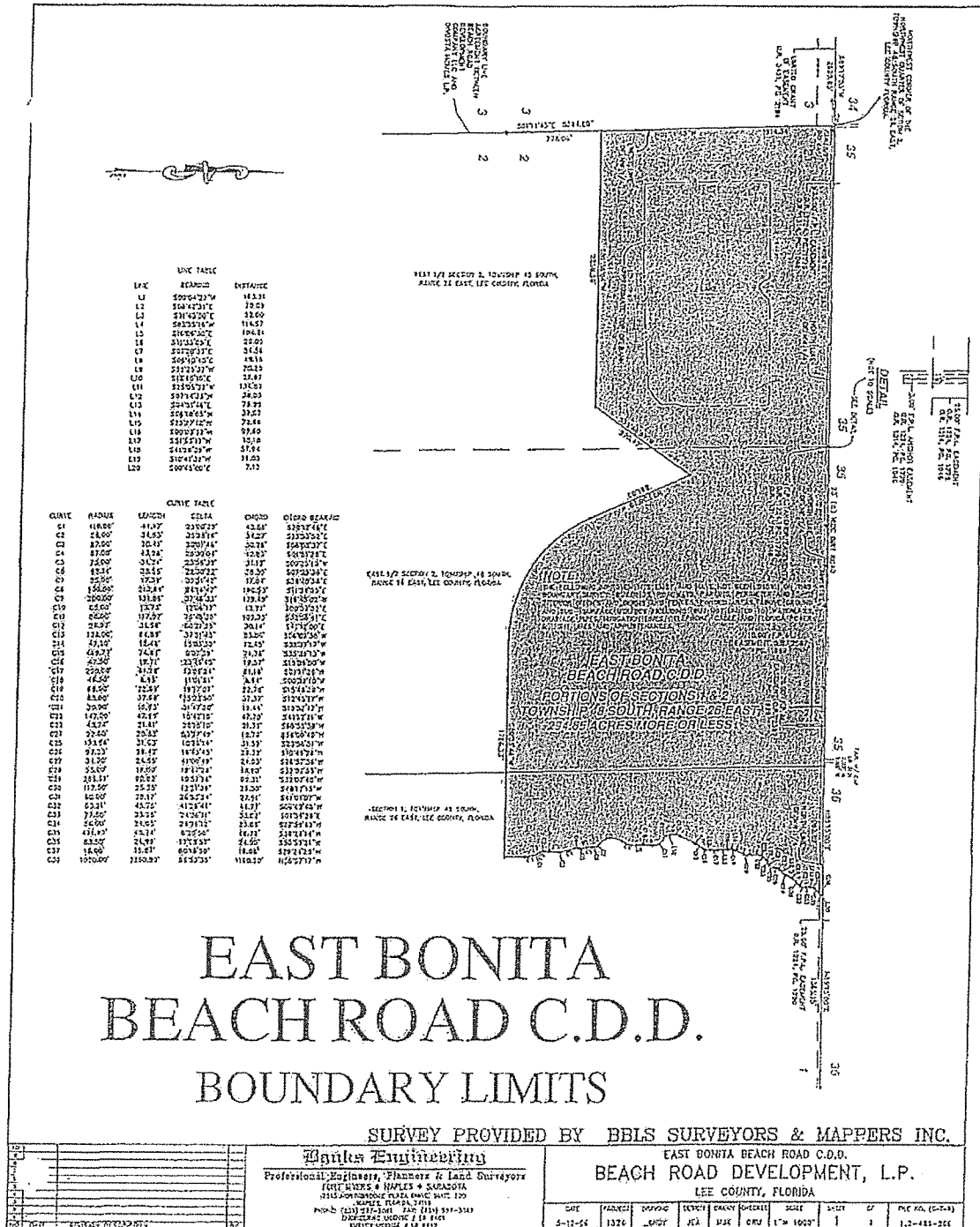
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LEGAL DESCRIPTION AND SKETCH
BONITA LANDING
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
4-22-2015	1324AA	CDD_BNDY	AMV	RMR	1"=500'	1	1	2-48-26

EXHIBIT “C”
EBBR Boundaries

LEGAL DESCRIPTION



LEGAL DESCRIPTION
EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT

A PORTION OF SECTIONS 1 AND 2, TOWNSHIP #8 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER
OF SAID SECTION 2; THENCE N.89°18'12"E., ALONG THE NORTH LINE OF
SAID NORTHWEST QUARTER, A DISTANCE OF 2,631.04 FEET TO THE
NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE
N.89°19'10"E., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF
SAID SECTION 2, A DISTANCE OF 2,629.54 FEET TO THE NORTHWEST
CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE
N.89°15'00"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A
DISTANCE OF 1,062.89 FEET; THENCE S.00°45'00"E., A DISTANCE OF 7.13 FEET
TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°18'50", A CHORD BEARING
OF S.29°24'25"W., AND A CHORD LENGTH OF 16.08 FEET; THENCE ALONG
THE ARC OF SAID CURVE AN ARC LENGTH OF 16.84 FEET TO THE POINT OF
REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF
83.50 FEET, A CENTRAL ANGLE OF 17°08'57", A CHORD BEARING OF
S.50°59'21"W., AND A CHORD LENGTH OF 24.90 FEET; THENCE ALONG THE
ARC OF SAID CURVE AN ARC LENGTH OF 24.99 FEET TO THE POINT OF
CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 421.93 FEET,
A CENTRAL ANGLE OF 06°20'50", A CHORD BEARING OF S.38°28'14"W., AND
A CHORD LENGTH OF 46.72 FEET; THENCE ALONG THE ARC OF SAID CURVE
AN ARC LENGTH OF 46.74 FEET TO THE POINT OF CURVATURE OF A
COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A
CENTRAL ANGLE OF 24°36'12", A CHORD BEARING OF S.22°59'43"W., AND A
CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE
AN ARC LENGTH OF 24.05 FEET TO THE END OF SAID CURVE; THENCE
S.10°41'37"W., A DISTANCE OF 16.05 FEET TO THE POINT OF CURVATURE OF
A CURVE TO THE LEFT HAVING A RADIUS OF 77.50 FEET, A CENTRAL
ANGLE OF 24°36'11", A CHORD BEARING OF S.01°36'28"E., AND A CHORD
LENGTH OF 33.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC
LENGTH OF 33.28 FEET TO THE POINT OF REVERSE CURVATURE OF A
CURVE TO THE RIGHT, HAVING A RADIUS OF 83.21 FEET, A CENTRAL
ANGLE OF 41°28'44", A CHORD BEARING OF S.06°49'48"W., AND A CHORD
LENGTH OF 44.77 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC
LENGTH OF 45.76 FEET TO THE POINT OF CURVATURE OF A COMPOUND
CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL
ANGLE OF 26°53'54", A CHORD BEARING OF S.41°01'07"W., AND A CHORD
LENGTH OF 27.91 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC
LENGTH OF 28.17 FEET TO THE POINT OF REVERSE CURVATURE OF A

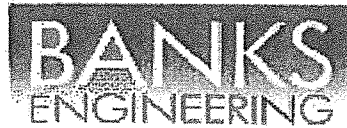
CURVE TO THE LEFT, HAVING: A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 12°21'39", A CHORD BEARING OF S.48°17'15"W., AND A CHORD LENGTH OF 25.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 25.35 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 286.61 FEET, A CENTRAL ANGLE OF 19°57'14", A CHORD BEARING OF S.32°07'48"W., AND A CHORD LENGTH OF 99.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 99.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 19°47'28", A CHORD BEARING OF S.32°02'55"W., AND A CHORD LENGTH OF 18.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.00 FEET TO THE END OF SAID CURVE; THENCE S.41°56'39"W., A DISTANCE OF 57.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF 41°00'49", A CHORD BEARING OF S.26°57'38"W., AND A CHORD LENGTH OF 24.03 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 97.33 FEET, A CENTRAL ANGLE OF 16°43'45", A CHORD BEARING OF S.10°49'28"W., AND A CHORD LENGTH OF 28.32 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 173.65 FEET, A CENTRAL ANGLE OF 10°26'14", A CHORD BEARING OF S.23°56'51"W., AND A CHORD LENGTH OF 31.59 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 53°27'49", A CHORD BEARING OF S.56°00'49"W., AND A CHORD LENGTH OF 19.79 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 43.74 FEET, A CENTRAL ANGLE OF 28°18'10", A CHORD BEARING OF S.68°35'38"W., AND A CHORD LENGTH OF 21.39 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.61 FEET; THENCE S.51°53'17"W., A DISTANCE OF 18.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF 18°42'18", A CHORD BEARING OF S.41°12'21"W., AND A CHORD LENGTH OF 47.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.99 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 31°47'50", A CHORD BEARING OF S.15°57'17"W., AND A CHORD LENGTH OF 16.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.65 FEET TO THE END OF SAID CURVE; THENCE S.00°03'22"W., A DISTANCE OF 99.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 25°23'50", A CHORD BEARING OF S.12°45'17"W., AND A CHORD LENGTH OF 37.37 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 37.68 FEET TO THE END OF SAID CURVE; THENCE S.25°27'12"W., A DISTANCE OF 72.66 FEET TO THE

POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 19°17'07", A CHORD BEARING OF S.15°48'39"W., AND A CHORD LENGTH OF 22.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.89 FEET TO THE END OF SAID CURVE; THENCE S.05°10'05"W., A DISTANCE OF 39.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 11°01'51", A CHORD BEARING OF S.00°39'10"W., AND A CHORD LENGTH OF 8.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.95 FEET TO THE END OF SAID CURVE; THENCE S.04°51'46"E., A DISTANCE OF 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 12°06'24", A CHORD BEARING OF S.01°11'26"W., AND A CHORD LENGTH OF 61.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.28 FEET TO THE END OF SAID CURVE; THENCE S.07°14'38"W., A DISTANCE OF 38.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 23°46'45", A CHORD BEARING OF S.19°08'00"W., AND A CHORD LENGTH OF 19.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.71 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 469.77 FEET, A CENTRAL ANGLE OF 09°07'39", A CHORD BEARING OF S.35°25'13"W., AND A CHORD LENGTH OF 74.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 15°03'30", A CHORD BEARING OF S.32°37'17"W., AND A CHORD LENGTH OF 12.48 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.48 FEET TO THE END OF SAID CURVE; THENCE S.25°05'32"W., A DISTANCE OF 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 37°51'48", A CHORD BEARING OF S.06°09'38"W., AND A CHORD LENGTH OF 83.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 84.59 FEET TO THE END OF SAID CURVE; THENCE S.12°46'16"E., A DISTANCE OF 27.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.97 FEET, A CENTRAL ANGLE OF 60°21'58", A CHORD BEARING OF S.41°12'00"E., AND A CHORD LENGTH OF 30.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 76°48'36", A CHORD BEARING OF S.32°58'41"E., AND A CHORD LENGTH OF 109.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 117.97 FEET TO THE END OF SAID CURVE; THENCE S.05°25'37"W., A DISTANCE OF 70.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 12°06'17", A CHORD BEARING OF S.00°37'32"E., AND A CHORD LENGTH OF 13.71 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 13.73 FEET TO THE END OF SAID CURVE; THENCE S.06°40'40"E., A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF

A CURVE TO THE RIGHT, HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 37°46'33", A CHORD BEARING OF S.16°45'02"W., AND A CHORD LENGTH OF 129.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 94°14'47", A CHORD BEARING OF S.11°29'05"E., AND A CHORD LENGTH OF 190.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 213.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°51'42", A CHORD BEARING OF S.38°40'38"E., AND A CHORD LENGTH OF 17.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.39 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 98.14 FEET, A CENTRAL ANGLE OF 22°30'22", A CHORD BEARING OF S.07°29'36"E., AND A CHORD LENGTH OF 38.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.55 FEET TO THE END OF SAID CURVE; THENCE S.01°20'37"E., A DISTANCE OF 54.56 FEET; THENCE S.11°33'05"E., A DISTANCE OF 26.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 23°56'39", A CHORD BEARING OF S.00°25'15"W., AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 28°30'04", A CHORD BEARING OF S.01°51'28"E., AND A CHORD LENGTH OF 42.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.28 FEET TO THE END OF SAID CURVE; THENCE S.16°06'30"E., A DISTANCE OF 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 20°01'46", A CHORD BEARING OF S.06°05'57"E., AND A CHORD LENGTH OF 30.26 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.41 FEET TO THE END OF SAID CURVE; THENCE S.03°55'16"W., A DISTANCE OF 114.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 35°38'16", A CHORD BEARING OF S.13°53'52"E., AND A CHORD LENGTH OF 34.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.83 FEET TO THE END OF SAID CURVE; THENCE S.31°43'00"E., A DISTANCE OF 22.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 23°00'29", A CHORD BEARING OF S.20°12'46"E., AND A CHORD LENGTH OF 43.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET TO THE END OF SAID CURVE; THENCE S.08°42'31"E., A DISTANCE OF 70.09 FEET; THENCE S.00°04'22"W., A DISTANCE OF 163.51 FEET; THENCE S.89°35'46"W., A DISTANCE OF 1,786.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1,080.00 FEET, A CENTRAL ANGLE OF 66°53'35", A CHORD BEARING OF N.56°57'17"W., AND A CHORD LENGTH OF 1,190.50 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,260.90 FEET TO THE END OF SAID CURVE;

THENCE N.23°30'29"W., A DISTANCE OF 881.03 FEET; THENCE S.35°48'57"W., A DISTANCE OF 970.47 FEET; THENCE S.89°36'04"W., A DISTANCE OF 2,258.30 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE N.01°11'45"W., ALONG SAID WEST LINE, A DISTANCE OF 1,914.34 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 294.85 ACRES, MORE OR LESS

LESS AND EXCEPT THE FOLLOWING LEGAL DESCRIPTION:



Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

(AS RECORDED IN INSTRUMENT NUMBER 2005000070039)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST; THENCE N.89°18'11"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1717.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°18'12"E. ALONG SAID NORTH LINE A DISTANCE OF 841.12 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N.89°17'10"E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,629.34 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N.89°15'00"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,062.89 FEET; THENCE S.80°45'40"E., A DISTANCE OF 7.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°18'10", A CHORD BEARING OF S.29°24'23"W., AND A CHORD LENGTH OF 16.08 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 42.50 FEET, A CENTRAL ANGLE OF 17°08'57", A CHORD BEARING OF S.9°39'21"W., AND A CHORD LENGTH OF 24.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 421.93 FEET, A CENTRAL ANGLE OF 05°20'50", A CHORD BEARING OF S.3°23'14"W., AND A CHORD LENGTH OF 46.72 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 46.74 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 34°38'12", A CHORD BEARING OF S.22°50'45"W., AND A CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.85 FEET TO THE END OF SAID CURVE; THENCE S.70°41'37"W., A DISTANCE OF 1,605 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 71.50 FEET, A CENTRAL ANGLE OF 24°32'11", A CHORD BEARING OF S.01°56'39"E., AND A CHORD LENGTH OF 32.62 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 63.23 FEET, A CENTRAL ANGLE OF 41°28'44", A CHORD BEARING OF S.06°49'41"W., AND A CHORD LENGTH OF 44.77 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.76 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 15°53'54", A CHORD BEARING OF S.41°01'07"W., AND A CHORD LENGTH OF 23.91 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 12°21'35", A CHORD BEARING OF S.48°17'13"W., AND A CHORD LENGTH OF 23.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.34 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 286.61 FEET,

SHEET 1 OF 1

• SERVING THE STATE OF FLORIDA •

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A CENTRAL ANGLE OF 19°37'14", A CHORD BEARING OF S.32°05'48"W., AND A CHORD LENGTH OF 99.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 99.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 19°47'28", A CHORD BEARING OF S.32°02'35"W., AND A CHORD LENGTH OF 18.99 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.00 FEET TO THE END OF SAID CURVE; THENCE S.41°36'39"W., A DISTANCE OF 37.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF 41°09'49", A CHORD BEARING OF S.26°37'30"W., AND A CHORD LENGTH OF 24.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 97.33 FEET, A CENTRAL ANGLE OF 16°43'45", A CHORD BEARING OF S.10°49'28"W., AND A CHORD LENGTH OF 28.32 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 171.66 FEET, A CENTRAL ANGLE OF 10°26'14", A CHORD BEARING OF S.23°36'51"W., AND A CHORD LENGTH OF 31.39 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 53°27'49", A CHORD BEARING OF S.56°00'49"W., AND A CHORD LENGTH OF 19.79 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 43.74 FEET, A CENTRAL ANGLE OF 28°18'10", A CHORD BEARING OF S.68°35'38"W., AND A CHORD LENGTH OF 21.39 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.61 FEET; THENCE S.51°53'17"W., A DISTANCE OF 18.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF 18°42'16", A CHORD BEARING OF S.41°12'21"W., AND A CHORD LENGTH OF 47.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.99 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 31°47'30", A CHORD BEARING OF S.15°57'17"W., AND A CHORD LENGTH OF 16.46 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.65 FEET TO THE END OF SAID CURVE; THENCE S.00°03'22"W., A DISTANCE OF 99.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 25°23'50", A CHORD BEARING OF S.12°45'17"W., AND A CHORD LENGTH OF 37.37 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 37.68 FEET TO THE END OF SAID CURVE; THENCE S.25°27'12"W., A DISTANCE OF 72.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 19°17'07", A CHORD BEARING OF S.13°48'39"W., AND A CHORD LENGTH OF 22.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.99 FEET TO THE END OF SAID CURVE; THENCE S.06°11'05"W., A DISTANCE OF 39.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 11°01'51", A CHORD BEARING OF S.00°39'10"W., AND A CHORD LENGTH OF 8.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.95 FEET TO THE END OF SAID CURVE; THENCE S.04°51'46"E., A DISTANCE OF 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 12°06'24", A CHORD BEARING OF S.01°11'26"W., AND A CHORD LENGTH OF 61.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.28 FEET TO THE END OF SAID CURVE; THENCE S.07°14'31"W., A DISTANCE OF 38.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 21°36'43", A CHORD BEARING OF S.19°08'00"W., AND A CHORD LENGTH OF 19.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.71 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 469.77 FEET, A CENTRAL ANGLE OF 09°07'39", A CHORD BEARING OF S.35°35'13"W., AND A CHORD LENGTH OF 74.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 15°03'30", A CHORD BEARING OF S.32°37'17"W., AND A CHORD LENGTH OF 12.45 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.48 FEET TO THE END OF SAID CURVE; THENCE S.25°05'32"W., A DISTANCE OF 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 37°51'48", A CHORD BEARING OF S.06°09'18"W., AND A CHORD LENGTH OF 83.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 84.39 FEET TO THE END OF SAID CURVE; THENCE S.12°46'18"E., A DISTANCE OF 27.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 29.97 FEET, A CENTRAL ANGLE OF 60°21'58", A CHORD BEARING OF S.91°12'00"E., AND A CHORD LENGTH OF 30.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 76°48'36", A CHORD BEARING OF S.32°58'41"E., AND A CHORD LENGTH

SHEET 2 OF 4

OF 109.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 117.97 FEET TO THE END OF SAID CURVE; THENCE S.05°25'37"W., A DISTANCE OF 70.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 12°08'17", A CHORD BEARING OF S.00°37'52"E., AND A CHORD LENGTH OF 13.71 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 15.23 FEET TO THE END OF SAID CURVE; THENCE S.06°40'40"E., A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 37°46'33", A CHORD BEARING OF S.16°45'02"W., AND A CHORD LENGTH OF 129.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 94°14'47", A CHORD BEARING OF S.11°29'05"E., AND A CHORD LENGTH OF 190.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 213.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°51'42", A CHORD BEARING OF S.33°40'38"E., AND A CHORD LENGTH OF 17.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.39 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 98.14 FEET, A CENTRAL ANGLE OF 22°30'22", A CHORD BEARING OF S.07°29'32"E., AND A CHORD LENGTH OF 38.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.55 FEET TO THE END OF SAID CURVE; THENCE S.01°20'33"E., A DISTANCE OF 54.56 FEET; THENCE S.11°33'05"E., A DISTANCE OF 26.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 23°56'39", A CHORD BEARING OF S.00°15'15"W., AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 67.00 FEET, A CENTRAL ANGLE OF 28°30'04", A CHORD BEARING OF S.01°51'28"E., AND A CHORD LENGTH OF 42.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.28 FEET TO THE END OF SAID CURVE; THENCE S.16°06'30"E., A DISTANCE OF 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 20°01'36", A CHORD BEARING OF S.06°05'37"E., AND A CHORD LENGTH OF 30.26 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.41 FEET TO THE END OF SAID CURVE; THENCE S.03°55'16"W., A DISTANCE OF 114.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 35°38'16", A CHORD BEARING OF S.13°53'52"E., AND A CHORD LENGTH OF 34.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.23 FEET TO THE END OF SAID CURVE; THENCE S.31°43'00"E., A DISTANCE OF 32.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 23°40'29", A CHORD BEARING OF S.20°13'46"E., AND A CHORD LENGTH OF 43.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET TO THE END OF SAID CURVE; THENCE S.08°42'31"E., A DISTANCE OF 70.09 FEET; THENCE S.00°04'22"W., A DISTANCE OF 38.50 FEET; THENCE S.09°05'46"W., A DISTANCE OF 1,787.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 66°53'44", A CHORD BEARING OF N.56°57'22"W., AND A CHORD LENGTH OF 1,052.75 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,115.01 FEET TO THE END OF SAID CURVE; THENCE N.23°30'29"W., A DISTANCE OF 1353.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1081.00 FEET, A CENTRAL ANGLE OF 67°11'18", A CHORD BEARING OF N.57°06'09"W., AND A CHORD LENGTH OF 1,196.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,267.65 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 168.45 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NAD 83 (CURS), WHEREIN THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST BEARS N 30°18'12" E.

RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
DATE SIGNED 6-11-2015

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SHEET 3 OF 4

Page 7 of 7
U:\City Attorney\Ordinances\2016\16-02 East Bonita CDD - Contracting Boundaries.doc

EXHIBIT “D”
Valencia Bonita

EXHIBIT "D"
Valencia Bonita

A PARCEL OF LAND LOCATED IN SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE N.01°11'55"W., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,692.24 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 2; THENCE N.01°11'55"W., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 778.05 FEET; THENCE N.89°35'50"E., A DISTANCE OF 2,258.30 FEET; THENCE N.35°48'43"E., A DISTANCE OF 970.47 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT OF WAY LINE OF BONITA BEACH ROAD; THENCE S.23°30'43"E. ALONG SAID WESTERLY LINE, A DISTANCE OF 881.03 FEET TO THE POINT OF A CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,080.00 FEET, A CENTRAL ANGLE OF 66°53'44", A CHORD BEARING OF S.56°57'17"E., A CHORD LENGTH OF 1,190.54 FEET, AN ARC DISTANCE OF 1,260.95 FEET TO THE POINT OF TANGENCY; THENCE N.89°35'32"E., ALONG THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF BONITA BEACH ROAD, A DISTANCE OF 1,786.27 FEET; THENCE LEAVING SAID RIGHT OF WAY, N.89°36'42"E., A DISTANCE OF 241.16 FEET; THENCE S.01°26'25"W., A DISTANCE OF 49.38 FEET TO THE POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 18°49'35", A CHORD BEARING OF S.07°58'22"E., A CHORD LENGTH OF 49.07 FEET, AN ARC DISTANCE OF 49.29 FEET TO A POINT OF A NON-TANGENT LINE; THENCE S.19°20'45"E., A DISTANCE OF 91.04 FEET; THENCE S.15°34'51"E., A DISTANCE OF 94.35 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 36°39'21", A CHORD BEARING OF S.02°44'50"W., A CHORD LENGTH OF 62.89 FEET, AN ARC DISTANCE OF 63.98 FEET TO THE POINT OF TANGENCY; THENCE S.21°04'30"W., A DISTANCE OF 40.89 FEET; THENCE S.31°02'01"W., A DISTANCE OF 30.17 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING: A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 63°49'19", A CHORD BEARING OF S.56°33'10"W., A CHORD LENGTH OF 10.57 FEET, AN ARC DISTANCE OF 11.14 FEET TO THE POINT OF TANGENCY; THENCE S.88°27'49"W., A DISTANCE OF 102.48 FEET TO A POINT OF A CURVE; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 39°01'36", A CHORD BEARING OF S.68°57'01"W., A CHORD LENGTH OF 10.02 FEET, AN ARC DISTANCE OF 10.22 FEET TO THE POINT OF TANGENCY; THENCE S.49°26'13"W., A DISTANCE OF 38.86 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°55'17", A CHORD BEARING OF S.22°28'35"W., A CHORD LENGTH OF 22.67 FEET, AN ARC DISTANCE OF 23.53 FEET TO THE POINT OF TANGENCY; THENCE S.04°29'04"E., A DISTANCE OF 61.10 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 59°31'00", A CHORD BEARING OF S.34°14'34"E., A CHORD LENGTH OF 49.63 FEET, AN ARC DISTANCE OF 51.94 FEET TO THE POINT OF TANGENCY; THENCE S.64°00'03"E., A DISTANCE OF 70.98 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 21°50'41", A CHORD BEARING OF S.53°04'42"E., A CHORD LENGTH OF 9.47 FEET, AN ARC DISTANCE OF 9.53 FEET TO THE POINT OF TANGENCY; THENCE S.42°09'22"E., A DISTANCE OF 52.05 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65°31'14", A CHORD BEARING OF S.09°23'45"E., A CHORD LENGTH OF 27.06 FEET, AN ARC DISTANCE OF 28.59 FEET TO THE POINT OF TANGENCY;

THENCE S.23°21'52"W., A DISTANCE OF 45.88 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°28'34", A CHORD BEARING OF S.00°52'25"E., A CHORD LENGTH OF 20.53 FEET, AN ARC DISTANCE OF 21.15 FEET TO THE POINT OF TANGENCY; THENCE S.25°06'42"E., A DISTANCE OF 35.23 FEET TO A POINT OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 24°22'25", A CHORD BEARING OF S.12°55'30"E., A CHORD LENGTH OF 63.33 FEET, AN ARC DISTANCE OF 63.81 FEET TO THE POINT OF TANGENCY; THENCE S.00°44'17"E., A DISTANCE OF 212.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 179.22 FEET, A CENTRAL ANGLE OF 21°17'50", A CHORD BEARING OF N.53°06'10"W., A CHORD LENGTH OF 66.23 FEET, AN ARC DISTANCE OF 66.62 FEET TO A POINT OF A COMPOUND CURVE; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 67.00 FEET, A CENTRAL ANGLE OF 35°55'45", A CHORD BEARING OF N.81°42'57"W., A CHORD LENGTH OF 41.33 FEET, AN ARC DISTANCE OF 42.01 FEET TO A POINT OF A COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 150.12 FEET, A CENTRAL ANGLE OF 42°08'26", A CHORD BEARING OF S.59°14'58"W., A CHORD LENGTH OF 107.94 FEET, AN ARC DISTANCE OF 110.41 FEET TO THE POINT OF NON-TANGENT LINE; THENCE S.31°24'44"W., A DISTANCE OF 25.94 FEET; THENCE S.78°14'25"W., A DISTANCE OF 14.32 FEET; THENCE N.55°39'30"W., A DISTANCE OF 80.48 FEET; THENCE N.32°07'30"W., A DISTANCE OF 47.62 FEET; THENCE N.15°53'07"W., A DISTANCE OF 51.84 FEET; THENCE N.23°48'41"W., A DISTANCE OF 58.79 FEET; THENCE N.13°52'27"W., A DISTANCE OF 45.17 FEET; THENCE N.88°38'00"W., A DISTANCE OF 117.73 FEET; THENCE S.87°16'28"W., A DISTANCE OF 72.99 FEET; THENCE S.71°29'53"W., A DISTANCE OF 87.94 FEET; THENCE S.34°40'06"W., A DISTANCE OF 60.05 FEET; THENCE S.35°15'08"W., A DISTANCE OF 59.35 FEET; THENCE S.20°35'23"W., A DISTANCE OF 12.53 FEET; THENCE S.00°29'26"E., A DISTANCE OF 26.64 FEET; THENCE S.34°00'49"E., A DISTANCE OF 14.44 FEET; THENCE S.64°30'53"E., A DISTANCE OF 24.03 FEET; THENCE S.40°35'28"W., A DISTANCE OF 12.40 FEET; THENCE N.67°29'51"W., A DISTANCE OF 18.65 FEET; THENCE N.88°58'46"W., A DISTANCE 23.08 FEET; THENCE S.61°01'22"W., A DISTANCE OF 22.78 FEET; THENCE S.30°08'03"W., A DISTANCE OF 65.71 FEET; THENCE S.05°19'42"W., A DISTANCE OF 46.89 FEET; THENCE S.16°18'25"E., A DISTANCE OF 60.68 FEET; THENCE S.02°00'09"W., A DISTANCE OF 42.74 FEET; THENCE S.21°26'11"W., A DISTANCE OF 33.47 FEET; THENCE S.00°47'31"W., A DISTANCE OF 108.96 FEET; THENCE S.68°26'07"E., A DISTANCE OF 17.69 FEET; THENCE S.49°18'24"E., A DISTANCE OF 12.73 FEET; THENCE S.13°24'59"E., A DISTANCE OF 43.68 FEET; THENCE S.46°45'16"E., A DISTANCE OF 34.71 FEET; THENCE S.67°31'14"E., A DISTANCE OF 24.83 FEET; THENCE S.07°57'09"W., A DISTANCE OF 22.66 FEET; THENCE S.44°45'50"W., A DISTANCE OF 17.24 FEET; THENCE S.56°14'27"E., A DISTANCE OF 45.41 FEET; THENCE S.15°15'39"W., A DISTANCE OF 10.86 FEET; THENCE S.45°10'39"E., A DISTANCE OF 39.62 FEET; THENCE S.14°03'24"E., A DISTANCE OF 33.10 FEET; THENCE N.89°55'30"W., A DISTANCE OF 116.93 FEET; THENCE N.63°18'50"W., A DISTANCE OF 63.98 FEET; THENCE N.72°39'04"W., A DISTANCE OF 80.89 FEET; THENCE N.12°08'03"E., A DISTANCE OF 5.00 FEET; THENCE N.79°35'52"W., A DISTANCE OF 53.89 FEET; THENCE S.88°59'34"W., A DISTANCE OF 164.39 FEET; THENCE S.86°44'12"W., A DISTANCE OF 379.68 FEET; THENCE N.70°21'26"W., A DISTANCE OF 98.29 FEET; THENCE N.83°26'05"W., A DISTANCE OF 70.94 FEET; THENCE S.84°40'32"W., A DISTANCE OF 62.90 FEET; THENCE S.55°41'03"W., A DISTANCE OF 30.67 FEET; THENCE S.33°37'58"W., A DISTANCE OF 114.26 FEET; THENCE S.03°56'48"W., A DISTANCE OF 42.43 FEET; THENCE N.73°01'55"W., A DISTANCE OF 42.10 FEET; THENCE S.42°09'30"W., A DISTANCE OF 71.81 FEET; THENCE S.53°19'32"W., A DISTANCE OF 15.03 FEET; THENCE S.77°52'15"W., A DISTANCE OF 24.33 FEET; THENCE N.75°21'46"W., A DISTANCE OF 46.45 FEET; THENCE S.35°08'07"W., A DISTANCE OF 9.80 FEET; THENCE N.47°55'51"W., A DISTANCE OF 12.64 FEET; THENCE N.58°22'43"W., A

DISTANCE OF 52.16 FEET; THENCE N.75°10'56"W., A DISTANCE OF 16.72 FEET; THENCE N.30°16'44"W., A DISTANCE OF 17.26 FEET; THENCE N.70°20'22"E., A DISTANCE OF 73.30 FEET; THENCE N.09°14'11"W., A DISTANCE OF 44.10 FEET; THENCE N.19°19'33"E., A DISTANCE OF 25.77 FEET; THENCE N.52°19'04"E., A DISTANCE OF 114.87 FEET; THENCE S.82°19'57"W., A DISTANCE OF 185.19 FEET; THENCE N.87°29'52"W., A DISTANCE OF 103.58 FEET; THENCE S.83°47'56"W., A DISTANCE OF 98.72 FEET; THENCE S.02°40'33"E., A DISTANCE OF 42.57 FEET; THENCE S.66°13'43"W., A DISTANCE OF 11.78 FEET; THENCE N.59°41'38"W., A DISTANCE OF 29.68 FEET; THENCE S.65°01'06"W., A DISTANCE OF 46.06 FEET; THENCE S.56°43'44"W., A DISTANCE OF 43.23 FEET; THENCE S.63°17'18"W., A DISTANCE OF 35.61 FEET; THENCE N.27°06'52"E., A DISTANCE OF 26.20 FEET; THENCE N.14°42'25"W., A DISTANCE OF 58.08 FEET; THENCE S.75°47'09"W., A DISTANCE OF 60.29 FEET; THENCE S.57°14'47"W., A DISTANCE OF 49.02 FEET; THENCE S.05°25'22"W., A DISTANCE OF 31.42 FEET; THENCE S.55°19'47"W., A DISTANCE OF 22.31 FEET; THENCE S.05°42'35"E., A DISTANCE OF 37.65 FEET; THENCE S.50°56'15"W., A DISTANCE OF 17.32 FEET; THENCE S.78°25'09"W., A DISTANCE OF 75.32 FEET; THENCE S.15°29'11"W., A DISTANCE OF 5.57 FEET; THENCE S.76°28'03"W., A DISTANCE OF 51.14 FEET; THENCE S.82°01'54"W., A DISTANCE OF 37.03 FEET; THENCE N.38°05'21"E., A DISTANCE OF 64.60 FEET; THENCE N.51°54'39"W., A DISTANCE OF 22.09 FEET; THENCE N.31°22'52"E., A DISTANCE OF 18.46 FEET; THENCE N.66°32'18"E., A DISTANCE OF 31.94 FEET; THENCE N.28°01'05"E., A DISTANCE OF 85.73 FEET; THENCE S.77°49'43"W., A DISTANCE OF 106.68 FEET; THENCE N.08°51'14"W., A DISTANCE OF 14.61 FEET; THENCE N.89°41'08"W., A DISTANCE OF 38.13 FEET; THENCE N.86°21'23"W., A DISTANCE OF 72.94 FEET; THENCE N.74°47'39"W., A DISTANCE OF 66.34 FEET; THENCE S.88°08'58"W., A DISTANCE OF 204.68 FEET; THENCE S.79°48'19"W., A DISTANCE OF 60.20 FEET; THENCE N.87°17'50"W., A DISTANCE OF 91.54 FEET; THENCE S.19°10'29"W., A DISTANCE OF 83.31 FEET; THENCE S.57°27'58"W., A DISTANCE OF 24.86 FEET; THENCE N.32°58'34"W., A DISTANCE OF 160.61 FEET; THENCE S.55°58'41"W., A DISTANCE OF 198.37 FEET; THENCE S.39°21'39"E., A DISTANCE OF 168.09 FEET; THENCE S.49°47'35"W., A DISTANCE OF 46.33 FEET; THENCE S.02°54'00"W., A DISTANCE OF 56.38 FEET; THENCE S.14°32'18"W., A DISTANCE OF 70.83 FEET; THENCE S.24°17'52"W., A DISTANCE OF 39.37 FEET; THENCE S.02°08'00"W., A DISTANCE OF 121.80 FEET; THENCE S.07°11'57"E., A DISTANCE OF 50.24 FEET; THENCE S.15°21'01"W., A DISTANCE OF 40.48 FEET; THENCE S.05°17'50"E., A DISTANCE OF 83.01 FEET; THENCE S.15°33'59"W., A DISTANCE OF 42.02 FEET; THENCE S.03°03'33"W., A DISTANCE OF 31.72 FEET; THENCE S.38°37'38"E., A DISTANCE OF 28.11 FEET; THENCE S.06°01'23"E., A DISTANCE OF 27.70 FEET; THENCE S.05°19'50"W., A DISTANCE OF 84.09 FEET; THENCE S.01°50'36"E., A DISTANCE OF 59.47 FEET; THENCE S.04°24'43"E., A DISTANCE OF 146.48 FEET; THENCE S.27°26'06"W., A DISTANCE OF 36.50 FEET; THENCE S.24°06'50"E., A DISTANCE OF 35.33 FEET; THENCE S.13°10'37"E., A DISTANCE OF 45.08 FEET; THENCE S.00°38'06"E., A DISTANCE OF 45.77 FEET TO A POINT AT THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE S.89°21'45"W., ALONG SAID SOUTH LINE, A DISTANCE OF 39.83 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE S.89°22'21"W., ALONG THE SOUTH LINE OF SAID SOUTHWEST ¼ OF SECTION 2, A DISTANCE OF 2620.63 FEET TO THE POINT OF BEGINNING.

EXHIBIT "E"
Hendry County Mitigation Property

PARCEL 5:

All that part of SECTION 6, TOWNSHIP 44 SOUTH, RANGE 30 EAST, Hendry County, Florida and all that part of Section 1, Township 44 South, Range 28 East, Hendry County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of the aforementioned Section 6; thence North 84°14'04" East along the South line of the Southwest 1/4 of said Section 6, a distance of 2043.79 feet; thence leaving said Southerly line North 05°36'37" West along a line parallel to the Easterly line of the Westerly 1/2 of said Section 6, a distance of 5245.76 feet to an intersection with the North line of the Northwest 1/4 of said Section 6; thence South 85°54'10" West along said North line a distance of 1859.77 feet to the Northwest corner of said Section 6 and the Northeast corner of the aforementioned Section 1; thence South 86°34'11" West along the North line of the Northeast 1/4 of said Section 1, a distance of 2664.57 feet to the Northwest corner of the Northeast 1/4 of said Section 1; thence South 86°34'10" West along the North line of the Northwest 1/4 of said Section 1, a distance of 638.17 feet; thence leaving said North line South 03°36'54" East along a line parallel to the East line of said Section 1, a distance of 5345.88 feet to an intersection with the South line of the Southwest 1/4 of said Section 1; thence North 85°50'12" East along said South line, a distance of 633.59 feet to the Southeast corner of the Southwest 1/4 of said Section 1; thence North 85°50'13" East along the South line of the Southeast 1/4 of said Section 1, a distance of 2669.29 feet to the Point of Beginning of the parcel herein being described.

PARCEL 7:

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN WARRANTY DEED, BY RESOURCE CONSERVATION PROPERTIES, INC., A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA AND BEACH ROAD DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED AUGUST 23, 2005, RECORDED AUGUST 25, 2005, IN OFFICIAL RECORDS BOOK 713, PAGE 275, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A tract or parcel of land lying in Sections 5 and 6, Township 44 South, Range 30 East, Hendry County, Florida, described as follows:

Beginning at the northwest corner of the Northeast Quarter (NE 1/4) of said Section 6; thence run North 85° 54' 10" East along the north line of said Northeast Quarter (NE 1/4) and along the north line of the Northeast Quarter (NE 1/4) of said Section 5 for 3,486.89 feet to an intersection with the westerly right-of-way line of the abandoned Atlantic Coast Line Railroad Right-Of-Way (130' wide); thence run South 23° 50' 05" West along said right-of-way line for 1,601.16 feet to an intersection with the east line of said Northeast Quarter (NE 1/4) of Section 6; thence run North 07° 43' 25" West along said east line for 120.45 feet to an intersection with the north line of the South Half (S 1/2) of said Northeast Quarter (NE 1/4); thence run South 85° 33' 13" West along said north line for 41.97 feet to an intersection with a line 100.00 feet west of (as measured on a perpendicular) and parallel with said westerly right of line of the abandoned Atlantic Coast Line Railroad Right-of-Way; thence run South 23° 50' 05" West along said parallel line for 730.09 feet to an intersection with the south line of the North Half (N 1/2) of said South Half (S 1/2) of the Northeast Quarter (NE 1/4) of said Section 6; thence run North 85° 19' 29" East along said south line for 113.80 feet to an intersection with said westerly right-of-way line; thence run South 23° 50' 05" West along said westerly right-of-way line for 3,700.51 feet to an intersection with the south line of the Southeast Quarter (SE 1/4) of said Section 6; thence run South 84° 14' 04" West along said south line for 590.02 feet to the southwest corner of said Southeast Quarter (SE 1/4); thence continue South 84° 14' 04" West along the south line of the Southwest Quarter (SW 1/4) of said Section 6 for a distance of 645.60 feet; thence run North 05° 36' 37" West parallel with the east line of the West Half (W 1/2) of said Section 6 for 5,245.76 feet to an intersection with the north line of the Northeast Quarter (NE 1/4) of said Section 6; thence run North 85° 54' 10" East along said north line for 645.62 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the South line of Section 6, Township 44 South, Range 30 East to bear North 84° 14' 04" E.

PARCEL 8:

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENTS BY AND BETWEEN FLORIDA PANTHER CONSERVATION II SUBSIDIARY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ASSIGNOR, TO BB ROAD, A FLORIDA LIMITED LIABILITY COMPANY, ASSIGNEE, RECORDED FEBRUARY 22, 2010 IN OFFICIAL RECORDS BOOK 814, PAGE 1826, PUBLIC RECORDS HENDRY COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE GRANTOR ALSO HEREBY PARTIALLY ASSIGNS TO THE GRANTEE, ITS AGENTS, EMPLOYEES, TENANTS, INVITEES AND LICENSEES: (A) A PERPETUAL, NON-EXCLUSIVE EASEMENT (THE "ACCESS EASEMENT NO. 1"), FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, FOR CONSTRUCTING, MAINTAINING AND REPAIRING A PERVIOUS ROADWAY, AND FOR DRAINAGE AND UTILITIES NOT INCONSISTENT WITH SUCH ROADWAY, OVER, THROUGH AND ACROSS THE PROPERTY IDENTIFIED IN THAT CERTAIN RIGHT OF WAY AGREEMENT IN FAVOR OF FLORIDA POWER AND LIGHT COMPANY RECORDED ON OCTOBER 21, 1953, IN OFFICIAL RECORDS BOOK 1, PAGE 347, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA (THE "RIGHT OF WAY ROAD") TO THE POINT WHERE ACCESS EASEMENT NO. 1 CONNECTS TO "ACCESS EASEMENT NO. 2" AND (B) A PERPETUAL NON-EXCLUSIVE EASEMENT (THE "ACCESS EASEMENT NO. 2") FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR CONSTRUCTING, MAINTAINING, AND REPAIRING A PERVIOUS ROADWAY AND FOR DRAINAGE AND UTILITIES NOT INCONSISTENT WITH SUCH ROADWAY, OVER, THROUGH AND ACROSS A PARCEL OF PROPERTY THIRTY (30) FEET WIDE AND LYING NORTH OF AND PARALLEL WITH THE SOUTHERN LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 29 EAST, RUNNING EASTERLY FROM GRADE B ROAD, A PUBLIC ROAD IN SECTION 33, TOWNSHIP 43 SOUTH,

RANGE 29 EAST, HENDRY COUNTY, FLORIDA AND EXTENDING EASTERLY 2,130.28 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE RIGHT OF WAY ROAD,

(ACCESS EASEMENT NO. 1 AND ACCESS EASEMENT NO. 2 ARE COLLECTIVELY REFERRED TO AS THE "ACCESS EASEMENT LAND").

THE EASEMENT RIGHTS AND PRIVILEGES HEREIN GRANTED TO THE GRANTEE HEREIN SPECIFICALLY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: (A) THE RIGHT OF THE GRANTEE TO ENTER UPON AND UTILIZE THE ACCESS EASEMENT LAND FOR THE PURPOSES SET FORTH HEREIN; (B) THE RIGHT OF THE GRANTEE TO CLEAR THE ACCESS EASEMENT LAND OF TREES, LIMBS, UNDERGROWTH AND OTHER OBJECTS THAT INTERFERE WITH THE EXERCISE OF THE EASEMENT RIGHTS HEREIN GRANTED; AND (C) ALL OTHER RIGHTS AND PRIVILEGES NECESSARY FOR THE GRANTEE'S ENJOYMENT AND USE OF THE ACCESS EASEMENT LAND FOR THE PURPOSES SET FORTH HEREIN; PROVIDED, HOWEVER, THAT THE FOREGOING ACCESS EASEMENT NO. 1 IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHT OF WAY AGREEMENT AND OTHER MATTERS OF RECORD.

EXHIBIT "F"
BBR On-Site Extension

A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

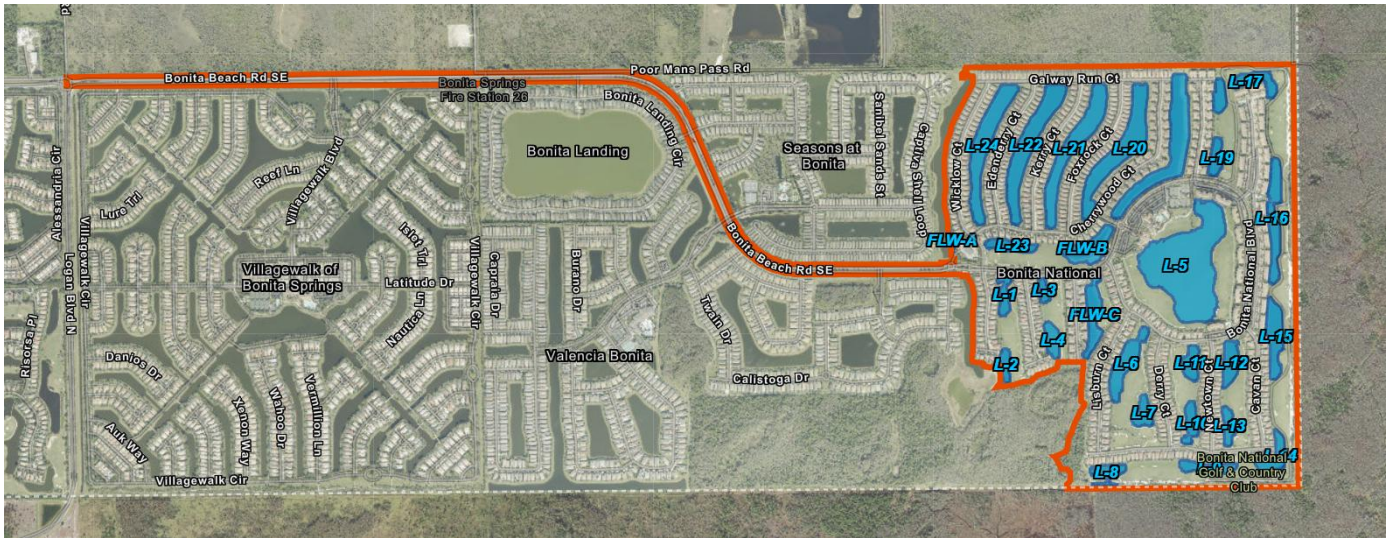
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE N. $89^{\circ}18'12''$ E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,787.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,081.00 FEET, A CENTRAL ANGLE OF $67^{\circ}11'18''$, A CHORD BEARING OF S. $57^{\circ}06'09''$ E., AND A CHORD LENGTH OF 1,196.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,267.65 FEET TO THE END OF SAID CURVE; THENCE S. $23^{\circ}30'29''$ E., A DISTANCE, OF 1,353.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 955.00 FEET, A

CENTRAL ANGLE OF $66^{\circ}53'44''$, A CHORD BEARING OF S. $56^{\circ}57'22''$ E., AND A CHORD LENGTH OF 1,052.75 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,115.01 FEET TO THE END OF SAID CURVE; THENCE N. $89^{\circ}35'46''$ E., A DISTANCE OF 1,089.23 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE CONTINUE N. $89^{\circ}35'46''$ E., A DISTANCE OF 698.09 FEET; THENCE S. $00^{\circ}04'22''$ W., A DISTANCE OF 125.00 FEET; THENCE S. $89^{\circ}35'46''$ W., A DISTANCE OF 695.74 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE CONTINUES. $89^{\circ}35'46''$ W., A DISTANCE OF 1,090.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,080.00 FEET A CENTRAL ANGLE OF $66^{\circ}53'44''$, A CHORD BEARING OF N. $56^{\circ}57'22''$ W., AND A CHORD LENGTH OF 1,190.54 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,260.95 FEET TO THE END OF SAID CURVE; THENCE N. $23^{\circ}30'29''$ W., A DISTANCE OF 1,353.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 956.00 FEET, A CENTRAL ANGLE OF $67^{\circ}11'18''$, A CHORD BEARING OF N. $57^{\circ}06'09''$ W., AND A CHORD LENGTH OF 1,057.92 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,121.06 FEET TO THE END OF SAID CURVE; THENCE S. $89^{\circ}18'12''$ W., A DISTANCE OF 1,786.83 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N. $01^{\circ}11'45''$ W., ALONG SAID WEST LINE, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N. $89^{\circ}18'22''$ E.

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

9



Beach Road Golf Estates (BRGE) Community Development District Long-Range Infrastructure Plan Summary Multi-Year Planning 2025-2030

Overview

The Community Development District, CDD, is a governmental entity created to serve the long-term specific needs of its community. Created pursuant to Chapter 190 of the Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and provide other services specifically for the benefit of its residents.

The CDD provides residents with highly maintained infrastructure, and when a component of the infrastructure systems needs to be replaced, the CDD either finances the project(s) over several years or fund(s) the project(s) within the annual tax assessment.

The cost to operate a CDD is borne by those who benefit from its services. Property owners in the CDD are subject to a non-ad valorem assessment, which appears on their annual property tax bill from the county tax collector and may consist of two parts - an annual assessment for operations and maintenance, which can fluctuate up and down from year-to-year based on the budget adopted for that fiscal year and an annual capital or debt service assessment to repay financing on community infrastructure and facilities. Because BRGE CDD is a governmental unit they cannot reserve for infrastructure projects and need to either finance or assess as projects come up.

Over the last five years, BRGE CDD has completed over thirty (30) infrastructure improvement projects and has relied primarily on the developer's construction fund to finance them. These projects included the following:

- Stormwater Aeration System Upgrade – February 2023 - **\$149,488.11**
- Speed Hump Installation – February 2023 **\$64,101.12**
- Foxrock & Wicklow Drain Repairs – May 2023 **\$79,810.00**
- Bonita Beach Road Stormwater Repairs & Cleaning – January 2024 **\$115,467.00**
- Bonita National Road Striping – October 2024 - **\$37,895.80**
- Bonita Beach Road Landscape Lighting – March 2025 - **\$143,000.00**
- Cavan Crosswalk – July 2025 - **\$41,980.00**
- Bonita Beach Road Sidewalk Repairs – July 2025 - **\$48,613.68**

Purpose and Funding of the Long-Range Plan

As the community begins to age and the construction fund is depleted and closed, it is critical to continue our review and evaluation of the long-range needs of the District's infrastructure.

This Long-Range Plan identifies projects for the next five years that are critical to maintaining the infrastructure of the District. Additional projects may become necessary and they will be reviewed and evaluated for BOS approval. All projects will be reviewed and approved for on a fiscal year by year basis. The CDD's responsibilities include storm water management, streets, sidewalks, lake and wetland management, and other miscellaneous items.

This plan is a guide intended for planning purposes only. Funding for projects will be evaluated and may be accelerated or delayed based upon available funding and BOS approval. If there are significant changes involving scope, cost, and/or schedule to a specific project, the Beach Road Golf Estates Board of Supervisors will re-evaluate that project as necessary.

All projects **require approval** in a publicly held meeting by the Beach Road Golf Estates Community Development District Board of Supervisors. The "Estimated Costs" listed for each of these projects are projected estimates based on recent costs experienced on similar projects in other communities.

Long-Range Projects by Priority

Priority 1

Project: Bonita Beach Road Milling & Asphaltting

Funding Year: 25-27, executed in FY 2028

Priority 2

Project: Storm Water System Repairs & Cleaning

Funding Year: 26-28, executed in FY 2029

Priority 3

Project: Sidewalk Repairs

Funding Year: 27-29, executed in FY 2030

Priority 4

Project: Aeration Repairs/Replacements

Funding Year: 26-29, executed in FY 2030

Priority 5

Project: Lake Bank Restoration

Funding Year: 26-31, executed FY 2031

Priority 1. BONITA BEACH ROAD MILLING AND ASPHALT

Estimated Cost: \$150,000.00 per lane mile

Description:

Bonita Beach Road is approximately 2.5 miles long (10 lane miles) and has begun to show signs of fatigue and failure in some areas due to heavy vehicles and a high daily volume traffic flow. Over the past 3 years the District has made multiple “pot hole” repairs costing in excess of ten thousand (\$10,000.00) dollars.

Based on resident feedback the District Engineer reviewed an area in front of Village Walk just over .5 miles long (approximately 3,300ft) that could require milling & asphaltting in the near future. Staff provided approximate cost \$150,000.00 (1 lane mile).

BOS Discussion: Conduct repairs as they arise or plan for a larger project financed through a loan or bond issuance?

Priority 2. STORMWATER SYSTEM REPAIRS & CLEANING

Estimated Cost: FY 29/30 - \$110,000.00

Description:

The District operates and manages a total of 30,825 linear feet of stormwater pipes and structures along Bonita Beach Road outside the gate of Bonita National & the internal streets of Bonita National.

Over the last five years the District has repaired and cleaned the District’s stormwater system at a cost of \$102,959.10.

BOS Discussion: Budget over the next five years with the expectation of having the same costs as in the past or expect price increases/decreases?

Priority 3. SIDEWALK REPAIRS

Estimated Cost: FY 30/31 - \$50,000.00

Description:

The District operates and manages a total of 2.5 miles of sidewalks along Bonita Beach Road.

The District repaired 2,600ft (approximately .5 miles) at a cost of \$48,613.68 in 2025.

BOS Discussion: Budget over the next five years with the expectation of having the same costs as in the past or expect price increases/decreases?

Priority 4. AERATION REPAIRS/REPLACEMENT

Estimated Cost: FY 29/30 - \$150,000.00

Description:

The District operates and manages a total of 25 aeration cabinets, 89 aeration diffusers, 38 aeration compressors, & 32,425 linear feet of tubing.

The District upgraded the aeration system in 2023 at a cost of \$149,488.11. These assets have the following life spans:

- compressors – 7 years
- cabinets – 10 years
- diffusers – 3 years.

BOS Discussion: Budget over the next ten years with the expectation of having the same costs as in the past or expect price increases/decreases?

Priority 5. LAKE BANK RESTORATION

Estimated Cost: FY 29/30 - \$110,000.00

Description:

The District operates and manages a total of 61,244 linear feet of stormwater lake banks within the District's stormwater system.

Mitigating and repairing erosion is part of managing stormwater systems and is an ongoing concern, current price points range from \$60.00 per linear foot to \$300.00 per linear foot depending on the repair method.

BOS Discussion: Determine the annual budget number with the expectation of conducting lake bank restoration (LBR) in 2030.

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

10

A Guide to Living with Alligators



Living with Alligators

Florida has a healthy and stable alligator population, which is estimated at 1.3 million alligators of every size.

Alligators have inhabited Florida's marshes, swamps, rivers, and lakes long before people lived here and are found in all 67 counties.

In recent years, Florida has experienced tremendous human population growth. Many residents seek waterfront homes and increasingly participate in water-related activities. This can result in more frequent human-alligator interactions and a greater potential for conflict.

Serious injuries caused by alligators are rare in Florida. From 2012 to 2022, Florida has averaged eight unprovoked bites per year that are serious enough to require professional medical treatment.



Safety Tips

- Keep a safe distance if you see an alligator.
- Keep pets on a leash and away from the water's edge. Pets often resemble alligators' natural prey.



- Swim only in designated swimming areas during daylight hours and without your pet. Alligators are most active between dusk and dawn.
- Never feed an alligator. It's illegal and dangerous. When fed, alligators can lose their natural wariness and instead learn to associate people with the availability of food. This can lead to an alligator becoming a nuisance and needing to be removed from the wild.



**If you're concerned about an alligator,
call the FWC's toll-free
Nuisance Alligator Hotline
866-FWC-GATOR (866-392-4286).
We will dispatch a contracted nuisance
alligator trapper to resolve the situation.**



Florida Fish and Wildlife
Conservation Commission
MyFWC.com

DON'T FEED ALLIGATORS!

Feeding alligators is dangerous and illegal.

To report fish and wildlife violations, call 888-404-3922



Access more sign templates at MyFWC.com/Alligator.

Statewide Nuisance Alligator Program

Because of successful alligator management, people and alligators can safely coexist.

One way the FWC manages alligators is through the Statewide Nuisance Alligator Program (SNAP). The goal of SNAP is to proactively address alligator threats in developed areas while conserving alligators in areas where they naturally occur.

SNAP uses contracted nuisance alligator trappers throughout the state to remove nuisance alligators.



Frequently Asked Questions

What is a nuisance alligator?

Generally, an alligator may be considered a nuisance if it's at least 4 feet in length and believed to pose a threat to people, pets, or property.

What should I do if I see someone feeding an alligator?

Call our Wildlife Alert Hotline at **888-404-FWCC** (888-404-3922). Callers can remain anonymous.

What happens after a trapper removes an alligator?

When a contracted nuisance alligator trapper removes an alligator, it becomes the property of the trapper. In most cases, the alligator is processed for its hide and meat. Occasionally, a nuisance alligator is sold alive to an alligator farm, animal exhibit or zoo.



To report nuisance alligators, call **866-FWC-GATOR** (866-392-4286).



MyFWC.com/Alligator

The FWC receives financial assistance from the Department of the Interior, U.S. Fish and Wildlife Service. The DOI prohibits discrimination on the basis of race, color, national origin, age, sex or disability. If you believe you have been discriminated against in any program, activity or facility or need more information, contact: FWC, Office of Human Resources, 620 S Meridian St., Tallahassee, FL 32399, 850-488-6411, or: Office of Diversity, Inclusion & Civil Rights, Dept. of the Interior, 1849 C St., NW, Washington, D.C. 20240.

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**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

11

RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT
DISTRICT RELATING TO THE AMENDMENT OF THE BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND
ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, on August 19, 2024, pursuant to Resolution 2024-05, the Board of Supervisors (hereinafter referred to as the “Board”) of the Beach Road Golf Estates Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2024/2025; and

WHEREAS, the Board desires to amend the previously adopted Fiscal Year 2024/2025 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE BEACH ROAD GOLF ESTATES COMMUNITY
DEVELOPMENT DISTRICT:**

Section 1. The Fiscal Year 2024/2025 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2025 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 15th day of December, 2025.

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025**

	FY 2025 Actual	FY 2025 Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	FY 2025 Amended Budget
REVENUES					
Assessment levy: on-roll	\$ 309,010	304,891	(4,119)	4,119	309,010
Intergovernmental: shared costs revenue	29,289	68,040	38,751	(38,751)	29,289
Interest	32	-	(32)	32	32
Total revenues	338,331	372,931	34,600	(34,600)	338,331
EXPENDITURES					
Supervisors	12,703	10,334	(2,369)	2,369	12,703
Management/recording	40,128	40,000	(128)	128	40,128
Financial accounting services	15,500	15,500	-	-	15,500
Audit	4,500	4,500	-	-	4,500
Dissemination agent	5,000	5,000	-	-	5,000
Arbitrage rebate	500	500	-	-	500
Trustee fees	9,191	10,850	1,659	(1,659)	9,191
Legal	13,619	10,000	(3,619)	3,619	13,619
Engineering	30,327	5,000	(25,327)	25,327	30,327
Postage	1,684	750	(934)	934	1,684
Printing & reproduction	1,000	1,000	-	-	1,000
Legal advertising	-	1,000	1,000	(1,000)	-
Annual district filing fee	175	175	-	-	175
Insurance	7,337	7,100	(237)	237	7,337
Other current charges	2,525	650	(1,875)	11,875	12,525
ADA website maintenance	210	210	-	-	210
Website	705	705	-	-	705
Total professional & admin	145,104	113,274	(31,830)	41,830	155,104
Operations					
Shared costs maintenance/monitoring	121,500	126,000	4,500	(4,500)	121,500
On-site other contractual services	111,073	116,000	4,927	(4,927)	111,073
Total operations	232,573	242,000	9,427	(9,427)	232,573
Other fees and charges					
Property appraiser	1,459	1,459	-	-	1,459
Tax collector	2,106	2,189	83	(83)	2,106
Total other fees and charges	3,565	3,648	83	(83)	3,565
Total expenditures	381,242	358,922	(22,320)	32,320	391,242
Excess/(deficiency) of revenues over/(under) expenditures	(42,911)	14,009	56,920	(66,920)	(52,911)
Fund balance - beginning	71,964	111,917	39,953	(39,953)	71,964
Assigned					
Lake bank erosion repair ¹	150,000	150,000	-	-	150,000
Unassigned	(120,947)	(24,074)	96,873	(96,873)	(120,947)
Fund balance - ending	\$ 29,053	\$ 125,926	\$ 96,873	\$ (106,873)	\$ 19,053

¹Intended to fund long term lake bank erosion repairs in District owned ponds.

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2025**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
BALANCE SHEET
OCTOBER 31, 2025**

	General Fund	Debt Service Fund Series 2015	Capital Projects Fund Series 2015	Total Governmental Funds
ASSETS				
Cash	\$ 3,754	\$ -	\$ -	\$ 3,754
Undeposited funds	6,615	-	-	6,615
Investments				
Principal	-	695,000	-	695,000
Revenue	-	382,653	-	382,653
Reserve	-	1,000,911	-	1,000,911
Sinking	-	92	-	92
Interest	-	648,368	-	648,368
Prepayment	-	52,643	-	52,643
Construction	-	-	245,005	245,005
Due from other	48,133	-	-	48,133
Due from capital projects fund	14,504	-	-	14,504
Due from other governments	4,236	-	-	4,236
Utility deposit	782	-	-	782
Total assets	<u>\$ 78,024</u>	<u>\$ 2,779,667</u>	<u>\$ 245,005</u>	<u>\$ 3,102,696</u>
LIABILITIES				
Liabilities				
Accounts payable	\$ 10,688	\$ -	\$ -	\$ 10,688
Contracts payable	\$ -	\$ -	\$ 48,614	\$ 48,614
Developer advance	1,983	-	-	1,983
Due to general fund	-	-	14,504	14,504
Total liabilities	<u>12,671</u>	<u>-</u>	<u>63,118</u>	<u>75,789</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	4,236	-	-	4,236
Total deferred inflows of resources	<u>4,236</u>	<u>-</u>	<u>-</u>	<u>4,236</u>
FUND BALANCES				
Restricted for:				
Debt service	-	2,779,667	-	2,779,667
Capital projects	-	-	181,887	181,887
Assigned		-		
Lake bank erosion repair	150,000	-	-	150,000
Unassigned	(88,883)	-	-	(88,883)
Total fund balances	<u>61,117</u>	<u>2,779,667</u>	<u>181,887</u>	<u>3,022,671</u>
 Total liabilities and fund balances	<u>\$ 78,024</u>	<u>\$ 2,779,667</u>	<u>\$ 245,005</u>	<u>\$ 3,102,696</u>

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ -	329,879	0%
Intergovernmental: shared costs revenue	-	-	68,040	0%
Total revenues	-	-	397,919	0%
EXPENDITURES				
Supervisors	-	-	10,334	0%
Management/recording	3,333	3,333	40,000	8%
Financial accounting services	1,292	1,292	15,500	8%
Audit	-	-	4,500	0%
Dissemination agent	417	417	5,000	8%
Arbitrage rebate	-	-	500	0%
Trustee fees	-	-	10,850	0%
Legal	-	-	10,000	0%
Engineering	-	-	5,000	0%
Postage	145	145	750	19%
Printing & reproduction	83	83	1,000	8%
Legal advertising	-	-	1,000	0%
Annual district filing fee	175	175	175	100%
Insurance	7,777	7,777	8,750	89%
Other current charges	179	179	3,000	6%
ADA website maintenance	145	145	210	69%
Website	705	705	705	100%
Total professional & admin	14,251	14,251	117,274	12%
Operations				
Shared costs maintenance/monitoring	-	-	126,000	0%
On-site other contractual services	-	-	116,000	0%
Total operations	-	-	242,000	0%
Other fees and charges				
Property appraiser & tax collector	-	-	4,378	0%
Total other fees and charges	-	-	4,378	0%
Total expenditures	14,251	14,251	363,652	4%
Excess/(deficiency) of revenues over/(under) expenditures	(14,251)	(14,251)	34,267	
Fund balance - beginning	75,368	75,368	71,602	
Assigned				
Lake bank erosion repair ¹	150,000	150,000	100,000	
Unassigned	(88,883)	(88,883)	5,869	
Fund balance - ending	\$ 61,117	\$ 61,117	\$ 105,869	

¹Intended to fund long term lake bank erosion repairs in District owned ponds.

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ -	\$ 2,074,241	0%
Interest	9,381	9,381	-	N/A
Total revenues	9,381	9,381	2,074,241	0%
EXPENDITURES				
Principal	-	-	695,000	0%
Interest	-	-	1,281,600	0%
Total expenditures	-	-	1,976,600	0%
Net change in fund balances	9,381	9,381	14,671	
Fund balance - beginning	2,770,286	2,770,286	2,725,731	
Fund balance - ending	<u>\$ 2,779,667</u>	<u>\$ 2,779,667</u>	<u>\$ 2,740,402</u>	

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2015
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date
REVENUES		
Interest	\$ 781	\$ 781
Total revenues	<u>781</u>	<u>781</u>
EXPENDITURES	\$ -	\$ -
Total expenditures	<u>-</u>	<u>-</u>
Net increase/(decrease), fund balance	781	781
Beginning fund balance	<u>181,106</u>	<u>181,106</u>
Ending fund balance	<u><u>\$ 181,887</u></u>	<u><u>\$ 181,887</u></u>

Beach Road Golf Estates

Construction Fund Sources and Uses Reconciliation

Updated 12/09/25

Sources

01/1/23 Construction Fund Balance	Total Sources	986,324
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Uses

January 2023 Requisitions

Req. 62 - Landcare USA (Oak Tree relocation & Sod for Palm Trees)	6,463.32
Req. 63 - Superior Waterways (Aerator Cabinets & Compressors)	17,672.16
Req. 64 - Lykins Signtek (Additional Stop Signs)	7,950.00
Req. 65 - Kerton Electrical (Pedestrian Gate Electrical)	1,037.99
<u>MONTH TOTAL:</u>	<u>\$33,123.47</u>

February 2023 Requisitions

Req. 66 - Lykins Signtek (Speed Hump Crossing Sign)	\$725.00
Req. 67 - Landcare USA (Sod for the Oak Tree field)	\$3,128.32
Req. 68 - Collier Paving (Speed Hump Installation)	\$64,101.12
Req. 69 - Superior Waterways (Deposit for Aerator Upgrade Program)	\$87,365.58
<u>MONTH TOTAL:</u>	<u>\$155,320.02</u>

March 2023 Requisitions

Req. 70 - Superior Waterways (Aerator Upgrade Program)	\$62,122.53
<u>MONTH TOTAL:</u>	<u>\$62,122.53</u>

April 2023 Requisitions

NONE	
<u>MONTH TOTAL:</u>	<u>\$0.00</u>

May 2023 Requisitions

None	
<u>MONTH TOTAL:</u>	<u>\$0.00</u>

June 2023 Requisitions

Req. 71 - Collier Paving (ADA Mats & RPMs)	\$1,210.00
Req. 72 - MRI Underwater Specialists (Stormwater Inspection within gates)	\$6,000.00
<u>MONTH TOTAL:</u>	<u>\$7,210.00</u>

July 2023 Requisitions

None	
<u>MONTH TOTAL:</u>	<u>\$0.00</u>

August 2023 Requisitions

Req. 73 - FPL (BBRD Streetlighting Cancellation)	\$130,311.84
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Req. 74 - Anchor Marine Services (Drain Repair/Replacements)	\$52,516.00
Req. 75 - Carter Fence (Pedestrian Gate Installation)	\$17,659.14
<u>MONTH TOTAL:</u>	<u>\$200,486.98</u>

September 2023 Requisitions

Req. 76 - Collier Paving (Additional Pedestrian Street Signs)	\$29,200.00
Req. 77 - Anchor Marine Services (Drain Repair/Replacement)	\$27,294.00
<u>MONTH TOTAL:</u>	<u>\$56,494.00</u>

October 2023 Requisitions

Req. 78 - Banks Engineering (Various LDO Work)	\$6,750.00
<u>MONTH TOTAL:</u>	<u>\$6,750.00</u>

January 2024 Requisitions

Req. 79 - MRI Non-Shared Repairs	\$23,589.00
Req. 80 - MRI Collapsed Pipe Repair	\$16,970.00
Req. 81 - MRI Pipe Cleaning	\$62,400.00
<u>MONTH TOTAL:</u>	<u>\$102,959.00</u>

March 2024 Requisitions

Req. 82 - MRI BBRD 30% Cleaning	\$10,800.00
Req. 83 - JEI Stormwater Review	\$1,708.00
<u>MONTH TOTAL:</u>	<u>\$12,508.00</u>

July 2024 Requisitions

Req. 84 - AV Tech 50% Crosswalk	\$10,075.00
Req. 85 - FL GIS	\$2,880.00
<u>MONTH TOTAL:</u>	<u>\$12,955.00</u>

October 2024 Requisitions

Req. 86 - Collier Paving Striping	\$37,895.80
<u>MONTH TOTAL:</u>	<u>\$37,895.80</u>

January 2025 Requisitions

Req. 88 - FLGIS Drain Repair Layers	\$1,440.00
<u>MONTH TOTAL:</u>	<u>\$1,440.00</u>

February 2025 Requisitions

Req. 89 - Paramount Paving Stop Signs	\$7,400.00
<u>MONTH TOTAL:</u>	<u>\$7,400.00</u>

March 2025 Requisitions

Req. 90 - BBRD Landscape Lighting	\$143,400.00
<u>MONTH TOTAL:</u>	<u>\$143,400.00</u>

October 2025 Requisitions

Req. 91 - BBRD Sidewalk Repairs	(Note: Total Project Cost \$48,613.68)	\$22,362.00
<u>MONTH TOTAL:</u>		<u>\$22,362.00</u>

TOTAL **\$862,426.80**

REQUISITION #87 INCORRECTLY ASSIGNED & DELETED, NOW INVALID

Additional Littoral Plantings Earthbalance - Requisition Submitted	22,500
Solar Pedestrian Crosswalk Cavan - Requisition Submitted	41,980

Planned Uses **\$64,480.00**

Total Expenses **\$926,906.80**

* REMAINING BALANCE

*Variance	\$59,416.77
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**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Beach Road Golf Estates Community Development District held a Regular Meeting on November 17, 2025 at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17501 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://zoom.us/j/96342228042>, and telephonically at 1-305-224-1968, Meeting ID: 963 4222 8042.

Present:

Barry Kove	Chair
Daniel DiTommaso	Vice Chair
Joseph Grillo	Assistant Secretary
Timothy Vanderhyden	Assistant Secretary
Denise Kempf	Assistant Secretary

Also present:

Chuck Adams (via phone/zoom)	District Manager
Shane Willis	Operations Manager
Greg Urbancic (via phone/zoom)	District Counsel
Mark Zordan	District Engineer
Andy Nott	Superior Waterway Services, Inc.
Blake Grimes	GulfScapes Landscape Mgmt Services
James Werbeck	BN Facilities & Grounds
Jeff Caris	Valencia Bonita Member of the Public
Mike Ciberey	Resident
Other Residents	

The names of all attendees, residents and/or members of the public might not appear in the meeting minutes. If the person did not identify themselves, their name was inaudible or their name did not appear in the meeting notes or on a sign in sheet, the name was not listed.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Willis called the meeting to order at 1:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Chairman's Opening Comments

Mr. Kove welcomed the attendees. He asked for updates and discussed the following:

➤ Regarding the need to provide serial numbers to Florida Power & Light (FPL) for Bonita Beach Road, Mr. Willis stated he has not yet received a response from Eric. He will follow up and, if necessary, provide the information.

Discussion ensued regarding exactly which poles have issues. One light is on full time; another light is blinking.

Mr. Kove stated that he will inspect the lights at night and provide Mr. Willis with the serial numbers.

➤ Regarding oak trees moved from Galway into the corner between Bonita National and Seasons, Mr. Kove stated the trees need to be trimmed. Mr. Willis will determine who is responsible for maintenance and provide an update.

➤ Regarding landscape lights on the median, Mr. Willis stated that six lights were replaced, and others were re-seated. Mr. Kove reported that the lights on the first two trees need repairs. Mr. Willis stated that Bentley Electric will perform the repairs, as the lights are high voltage. Work will be scheduled as needed with billing for time and materials rather than executing a Maintenance Agreement.

➤ Regarding Troon Maintenance Group's installation of lights at the end of the community that do not match the brightness of other lights, new bulbs have been ordered.

➤ Regarding the lighting project on Cavan and Bonita National Boulevard, Mr. Willis stated that AV Tech installed all signs and lights. Bowman will be on site tomorrow to cut the road to install roadway raised pavement markings (RPMs) and, once that is complete, cuts will be patched and Collier Paving will repaint the roadway markings.

Discussion ensued regarding the schematic for the project.

It was noted that the pedestrian crossing button was installed on the wrong pole. Staff will inspect and ensure that the project is completed according to the scope of work approved.

Mr. Willis stated that Mr. Vanderhyden was successful in coordinating a Bonita Springs City Council member attending today's meeting but, since that time, the City Council received the CDD's letter expressing interest in the City taking over maintenance of Bonita Beach Road. Since then, the City Council member declined to attend today's meeting. Mr. Kove stated he was advised that the City is aware of the letter; a response can take weeks or months.

➤ The General Manager conveyed a request from the golf course for the CDD to review and provide information for the possible construction of a road behind Hole 16 for a potential future

cell tower on golf course property. Mr. Willis stated the property is near the preserve. He doubts that it will be permitted near the preserve. Mr. Kove stated this was raised in the past and no action was taken. The CDD did not prompt this and does not support installing a cell tower.

Discussion ensued regarding dirt roads and trails in the preserve for utility access, vehicular inaccessibility within the preserve and considerations related to cell towers.

It was noted that any discussions about cell towers are speculative; the Board received no request and has taken no action.

Mr. Vanderhyden announced his intention to resign at the end of the meeting.

Discussion ensued regarding the process for appointing a replacement.

It was noted that Mr. Vanderhyden's seat will be up for election in November 2026. An appointee must be a qualified elector, meaning a U.S. Citizen, Florida resident, reside within the CDD and be registered to vote based on their CDD address.

➤ Mr. Willis recalled that GulfScapes was engaged as the maintenance team for Bonita Beach Road. Mr. Grimes provided a maintenance update. Mulching and tree trimming are underway; palm trees are typically trimmed in late November, followed by hardwoods. Mulch will be installed when the quantity needed is confirmed. The grass was fertilized and will appear greener; mowers were adjusted slightly higher as Floratam requires. Progress has been limited due to cold weather. Royal palms are trimmed weekly, and trees are kept below 14' high. Excessive trash was observed; crews will pick up trash in the course of maintenance. Weeds in the Floratam grass are being spot treated during the dormant winter season. Crabgrass goes dormant and should die off during the winter. Budgeting to replace crabgrass in the future is recommended. Other weed grasses will be treated so the Floratam thrives.

THIRD ORDER OF BUSINESS

Public Comments (3 minutes per speaker)

No members of the public spoke.

FOURTH ORDER OF BUSINESS

Update: Superior Waterway Services, Inc. Treatment Report

Mr. Nott stated, while he did not submit a Treatment Report, he recently completed an on-site inspection. The waterways look good and water levels are dropping so additional effort will be made to keep weeds off the lake bank. Thalia at Hole 13 was trimmed too low and, at

Superior's expense, it will be replaced at the appropriate time with a more attractive species that requires less maintenance. After discussion regarding a broken pipe, Mr. Nott stated the pipe will be removed when technicians are able to access it. It was noted that there are no more GFI issues.

FIFTH ORDER OF BUSINESS**Update: Long-Range Infrastructure Plan
Summary [Multi-Year Planning 2025-2030]**

Mr. Willis stated there are no new Staff updates to the Long-Range Infrastructure Plan Summary. This item will remain an agenda discussion item.

Mr. Kove asked when the lakes will be reevaluated based on permit issues. Mr. Willis stated that Mr. Zordan provided the scope of work needed. When water levels are appropriate, it will be provided to Mr. Nott and estimates will be obtained. Due to price fluctuations, the work could cost \$30 to \$70 per linear foot.

Discussion ensued regarding previous discussion about an HOA communication related to residents connecting their gutters to underground irrigation boxes to prevent irrigation issues.

It was noted that a communication went out to property owners and that some property owners also have trouble with grass at the front of their property. The recommendation is for underground drainage to be installed to prevent these areas from becoming too wet.

It was noted that Mr. Zordan provided multiple options. The Architectural Review Committee (ARC) must grant permission for installation of gutters and requires the gutters to be attached to a drain box. A form is available on the HOA website. Mr. Willis stated that the downspout drainage has been implemented in multiple communities with great success in mitigating erosion. The consensus was that the drainage is a very good solution to implement.

Regarding visible pipes extending into the lake, Mr. Willis asked for the locations to be sent to him so Mr. Nott can be directed to address those areas.

Mr. DiTommaso asked how to ensure that the Long-Range Infrastructure Plan Summary is used proactively. Mr. Willis stated the Summary can be used to help develop the budget and used to plan and prioritize projects; edits and adjustments can be made as necessary.

Discussion ensued regarding communicating and coordinating shared cost expenses with multiple CDDs and HOAs.

Mr. Willis noted that the Board makes decisions for the CDD and communicates decisions to property owners. Staff meetings will be scheduled as necessary to plan and implement projects; the Board is responsible for deciding whether to execute or not execute a project.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2026-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Lee County Supervisor of Elections Conduct the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

Mr. Willis presented Resolution 2026-01 and noted that Seats 3, 4 and 5, currently held by Daniel DiTommaso, Denise Kempf and Timothy Vanderhyden, respectively, will be up for election at the November 2026 General Election.

Mr. Urbancic stated that the candidate qualifying period is noon, June 8, 2026 to noon, June 12, 2026. Prospective candidates or incumbents must submit information to the Supervisor of Elections in advance of the deadline in order to qualify.

On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, Resolution 2026-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Lee County Supervisor of Elections Conduct the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2025

- Construction Fund Sources and Uses Reconciliation**

Mr. Willis stated that littorals were mistakenly paid for from the General Fund; they will be requisitioned from the Construction Fund and the funds will be reallocated accordingly. He stated that Ramco was properly allocated to the General Fund for the front gate, which is not a shared cost. Upon processing and payment of the last two Requisitions, the Construction Fund can be closed. The final Construction Fund balance should be approximately \$57,000, which will be applied toward the debt service fund.

Ms. Kempf asked for the debt service schedule to be added to the CDD website under documents.

The financials were accepted.

EIGHTH ORDER OF BUSINESS**Approval of October 20, 2025 Regular Meeting Minutes**

Mr. Willis presented the October 20, 2025 Regular Meeting Minutes.

The following changes were made:

Lines 24 and 25: Delete

Lines 32 and 192: Change "Talman" to "Tayman"

Line 58: Change "Covan" "Cavon"

Line 86: Change "DiTomasso" to "DiTommaso"

On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the October 20, 2025 Regular Meeting Minutes, as amended, were approved.

NINTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Coleman, Yovanovich & Koester, P.A.**

There was no report.

B. District Engineer: Johnson Engineering, Inc.

Mr. Zordan presented and discussed the six signs to be installed at the golf cart crossing and the pedestrian crossing.

Discussion ensued regarding existing signs, the box underneath the solar sign, installation of shrubs and installation of the push button on the wrong pole.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: December 15, 2025 at 1:00 PM**

- **QUORUM CHECK**

Supervisors Grillo, Kove, DiTommaso and Kempf confirmed their attendance at the December 15, 2025 meeting.

Discussion ensued regarding responsibility for maintenance of Bonita Beach Road.

Mr. Urbancic voiced his belief that it was developed from other Development Agreements. Mr. Willis stated the Village Walk Frontage Agreement will be included in the next agenda.

D. Field Operations: Wrathell, Hunt and Associates, LLC

The Project Tracker Report was included for informational purposes.

212 ▪ **Acceptance of Resignation of Timothy Vanderhyden (Seat 5)**

213 **This item was an addition to the agenda.**

214 Mr. Vanderhyden tendered his resignation. He will also email his resignation.

215 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the**
216 **resignation of Timothy Vanderhyden from Seat 5, was accepted.**

217
218
219 **TENTH ORDER OF BUSINESS**

Audience Comments/Supervisors' Requests

220
221 Jeff Caris, a Valencia Bonita Member, thanked Mr. Vanderhyden for his service. He asked
222 how Valencia Bonita residents can be eligible to vote for CDD Board Members. Mr. Willis stated
223 that, while a Shared Cost Agreement exists between Valencia Bonita and the CDD, only residents
224 of the CDD are eligible to vote for CDD Board Members.

225 Mr. Caris asked for CDD Board meetings to be structured to clarify agenda items affecting
226 Valencia Bonita residents. Mr. Willis stated that clarification can be made during individual
227 agenda items. All items pertain to the CDD; he is available by telephone to answer questions.

228 Mr. Caris asked how Valencia Bonita is notified about shared costs. Mr. Willis stated that
229 the Shared Cost Agreements implement processes to address how bills are paid. When future
230 projects are planned or initiated, CDD Staff can meet with community representatives; however,
231 multiple CDD Board Members cannot attend unnoticed public meetings due to Sunshine Laws.
232 Mr. Kove stated he is available by phone before meetings, should Mr. Caris have any questions.

233 Ms. Kempf noted that communications are also sent directly to HOA boards.

234 There were no Supervisors' requests.

235
236 **ELEVENTH ORDER OF BUSINESS**

Adjournment

237
238 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the**
239 **meeting adjourned at 2:27 p.m.**

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243 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
C**

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Bonita National Golf and Country Club, 2nd Floor of the Clubhouse 17501 Bonita National Blvd., Bonita Springs, Florida 34135</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2025	Regular Meeting	1:00 PM
November 17, 2025	Regular Meeting	1:00 PM
December 15, 2025	Regular Meeting	1:00 PM
January 12, 2026*	Regular Meeting	1:00 PM
February 16, 2026	Regular Meeting	1:00 PM
March 16, 2026	Regular Meeting	1:00 PM
April 20, 2026	Regular Meeting	1:00 PM
May 18, 2026	Regular Meeting	1:00 PM
June 15, 2026	Regular Meeting	1:00 PM
July 20, 2026	Regular Meeting	1:00 PM
August 17, 2026	Regular Meeting	1:00 PM
September 21, 2026	Regular Meeting	1:00 PM

Exception

**January meeting date is one (1) week earlier to accommodate Martin Luther King Day holiday.*

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
D**

PROJECT STATUS as of 12/09/2025

TASK	STATUS	AS OF DATE	% COMPLETE	NOTES
Cavan Pedestrian & Golf Cart Crosswalk	In Progress	4/21/2025	0%	Approved by BOS NTE \$40,000.00
	In Progress	4/4/2025	10%	Field Meeting with Chair, AV Tech, JEI & WHA
	In Progress	4/29/2025	25%	Teams Meeting to finalize JEI diagram, attended by JEI & AV Tech
	In Progress	5/6/2025	25%	Placed on 5/19/2025 agenda for Board consideration
	In Progress	5/19/2025	50%	Board approved AV Tech NTE amount \$41,980.00
	In Progress	6/14/2025	50%	Received proposals for decorative posts
	In Progress	6/26/2025	50%	Poles proof approved and placed on order, AV Tech has received the crosswalk package and is ready for install
	In Progress	9/4/2025	75%	Poles delivered, installation expected to begin before 9/18/25.
	In Progress	9/30/2025	80%	Poles & signs installed
	Complete	11/20/2025	100%	Completed & Requisition Requested for Payment
Bonita Beach Rd Sidewalk Repairs	In Progress	3/17/2025	0%	JEI Report Presented to Board, total cost approximately \$50,000.00

To-Do List

TASK	STATUS	AS OF DATE	% COMPLETE	NOTES
	In Progress	3/17/2025	10%	Board Instructed Staff to execute using shared cost after sending email to CDD stakeholders
	In Progress	4/21/2025	25%	District Manager advised Board about impacts related to shared cost and a potential delay in the project. Board instructed Staff to prioritize repairs for using the construction fund.
	In Progress	5/12/2025	25%	Prioritized repairs placed on the 5/19/2025 for Board consideration
	In Progress	5/19/2025	50%	Board approved full repairs for cost NTE \$48,613.68
	In Progress	5/27/2025	50%	Contract sent to JEI & Bonness for execution
	In Progress	7/10/2025	50%	Contract returned with requested changes
	In Progress	7/14/2025	50%	Changes approved by District Counsel's Office, contract resent to JEI & Bonness
	In Progress	9/5/2025	75%	Project start date set for 9/22/25
	Complete	9/30/2025	100%	Project completed, JEI reviewed and accepted the work. Requisition process has begun for payment.