

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 17-14

AN ORDINANCE DISSOLVING THE BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SUBSECTION 190.046(10), FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Beach Road Estates Community Development District (the "District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, and the City of Bonita Springs Ordinance 08-04, adopted February 20, 2008 (Exhibit 1);

WHEREAS, the District is wholly located within the boundaries of the City of Bonita Springs, Florida (the "City");

WHEREAS, the District's Board of Supervisors adopted a Plan of Dissolution on October 21, 2016 and adopted Board Resolution 2017-01 (Exhibit 2) on October 21, 2016;

WHEREAS, Board Resolution 2017-01 approved and incorporated the Plan of Dissolution and formally requested that both the City dissolve the District and that its legal counsel petition the City to request dissolution;

WHEREAS, Bonita Springs Associates I, LLLP, a Florida limited liability limited partnership, the sole landowner within the District, executed a Consent and Joinder on October 26, 2016 consenting and agreeing to dissolution (incorporated into Exhibit 2);

WHEREAS, an agreement apportioning responsibility for future maintenance, repair, and replacement and the certain extension of Bonita Beach Road titled Interlocal Cost-Sharing Agreement was entered and executed on June 2, 2017, by the Beach Road

Golf Estates Community Development District, Bonita Landing Community Development District, East Bonita Beach Road Community Development District, and Valencia Bonita Homeowners Association, Inc. (Exhibit 3);

WHEREAS, the Interlocal Cost-Sharing Agreement has been filed with the Lee County Clerk of the Circuit Court pursuant to the Florida Interlocal Cooperation Act of 1969, of which the applicable corresponding statutory subsection of the Act is codified as Subsection 163.01(11), Florida Statutes;

WHEREAS, Subsection 190.046(10), Florida Statutes, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by nonemergency ordinance of the City;

WHEREAS, written petition requesting dissolution of the District was submitted by the District's legal counsel by letter dated December 13, 2016;

WHEREAS, the petition represents to the City that the District has no outstanding financial obligations or maintenance responsibilities;

WHEREAS, in adopting this Ordinance, the City Council has relied upon the representations made in the petition;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA:

SECTION ONE: INCORPORATION OF WHEREAS CLAUSES

All of the representations, findings, and determinations provided in the Whereas Clauses above are recognized as true and accurate, and are hereby incorporated into this Ordinance.



## SECTION TWO: DISSOLUTION

The City authorizes the dissolution of the Beach Road Estates Community Development District pursuant to authority granted by Section 190.046(10), Florida Statutes, and other applicable provisions of law, and hereby approves and adopts the Plan of Dissolution adopted by the Beach Road Estates Community Development District's Board of Supervisors on October 21, 2016, which the District approved and incorporated into District Resolution 2017-01. Once all community development services of the District have been dissolved, and upon compliance with all terms of the Plan of Dissolution, the District shall file a copy of the Plan of Dissolution and this Ordinance with the Lee County Clerk of the Circuit Court officially dissolving the District. Upon the filing of the Plan of Dissolution and this Ordinance with the Lee County Clerk of the Circuit Court, the District will be dissolved without further action by either the City or the District.

## SECTION THREE: CONFLICT AND SEVERABILITY

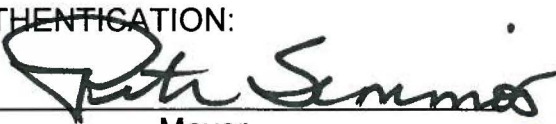
In the event this Ordinance conflicts with any other City ordinance or other applicable law, the more restrictive will apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion.

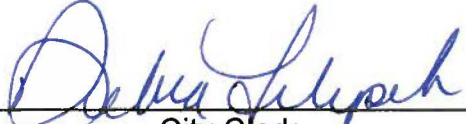
## SECTION FOUR: EFFECTIVE DATE


This ordinance shall take effect thirty (30) days from the date of adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of July, 2017.

AUTHENTICATION:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:   
\_\_\_\_\_  
Asst. City Attorney

Vote:

DeWitt	Aye	Simmons	Aye
Forbes	Aye	Slachta	Aye
Gibson	Aye	Quaremba	Aye
O'Flinn	Aye		

Date filed with City Clerk: 7/24/17

# EXHIBIT 1

## CITY OF BONITA SPRINGS, FLORIDA

### ORDINANCE NO. 08-04

AN ORDINANCE ESTABLISHING BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.005(2), FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT OF THE COMMUNITY DEVELOPMENT DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; NAMING THE DISTRICT; PROVIDING THAT THE CITY OF BONITA SPRINGS MAY NOT AND SHALL NOT MODIFY OR DELETE ANY PROVISION OF THE DISTRICT CHARTER SET FORTH IN SECTIONS 190.006 - 190.041, FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Acacia Credit Fund 10-A L.L.C., a Delaware limited liability company, has petitioned the City Council of the City of Bonita Springs, Florida (the "City") to establish BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT; and

WHEREAS, the City Council of the City (the "City Council"), after proper published noticed, conducted a local public information-gathering ordinance hearing as required by law and finds as follows:

1. The petition is complete in that it meets the requirements of Section 190.005(1)(a), Florida Statutes; and all statements contained within the petition are true and correct.
2. The City has reviewed and approved the petition for establishment of the proposed district.
3. The costs to the City and government agencies from establishment of the district are nominal. There is no adverse impact on competition or employment from district establishment. The persons affected by establishment are the future landowners,

present landowners, the City and its taxpayers, and the State of Florida. There is a net economic benefit flowing to these persons from district establishment as the entity to manage and finance the statutory services identified. The impact of district establishment and function on competition and the employment market is marginal and generally positive, as is the impact on small business. None of the reasonable public or private alternatives, including an assessment of less costly and less intrusive methods and of probable costs and benefits of not adopting the ordinance, is as economically viable as establishing the district. Methodology is set forth in the economic impact statement on file. The statement of estimated regulatory costs of this petition on district establishment is adequate.

4. Establishment of the proposed district, whose charter is Section 190.006 - 190.041, Florida Statutes, was created by general law, is not inconsistent with the applicable local Comprehensive Plan or the State Comprehensive Plan.

5. The area of land within the proposed district is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.

6. The district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

7. The community development services and facilities of the district will be compatible with the capacity and uses of existing local and regional community development services and facilities.

8. The area that will be served by the district is amenable to separate special district government.

9. The proposed district, once established, may petition the City Council for

consent to exercise one or more of the powers granted by charter in Section 190.012(2), Florida Statutes.

10. Upon the effective date of this Ordinance, the proposed Beach Road Estates Community Development District will be duly and legally authorized to exist and exercise all of its general and special powers as limited by law; and has the right to seek consent from the City for the grant of authority to exercise special powers in accordance with F.S. 190.012(2), without question as to the district's continued right, authority and power to exercise its limited powers as established by this Ordinance.

11. All notice requirements of law were met and complete notice was timely given.

THE CITY OF BONITA SPRINGS, HEREBY ORDAINS:

SECTION ONE: DISTRICT NAME

The community development district herein established will be known as Beach Road Estates Community Development District.

SECTION TWO: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing City ordinances.

SECTION THREE: ESTABLISHMENT OF COMMUNITY DEVELOPMENT DISTRICT

Beach Road Estates Community Development District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference.

SECTION FOUR: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are designated to be the initial members of the Board of

**Supervisors:**

Ken Bloom

Pat Vavrek

Karen Welks

Fred Weidig

James Reinders

**SECTION FIVE: STATUTORY PROVISIONS GOVERNING DISTRICT**

Beach Road Estates Community Development District will be governed by the provisions of Chapter 190, Florida Statutes. In addition, the developer(s) of the land within the boundaries of Beach Road Estates Community Development District, and any successors or assigns, shall include the disclosure statement contained in Section 190.048, Florida Statutes, in subsequent land purchase agreements.

**SECTION SIX: CONFLICT OF SEVERABILITY**

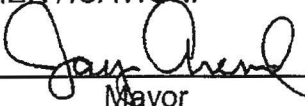
In the event this Ordinance conflicts with any other City ordinance or other applicable law, the more restrictive will apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion.

**SECTION SEVEN: EFFECTIVE DATE**

This ordinance shall take effect thirty (30) days from the date of adoption.

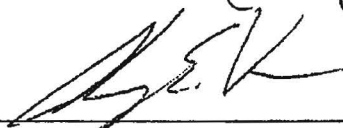
**DULY PASSED AND ENACTED** by the Council of the City of Bonita Springs, Lee County, Florida, this 20<sup>th</sup> day of February, 2008.

AUTHENTICATION:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Vote:

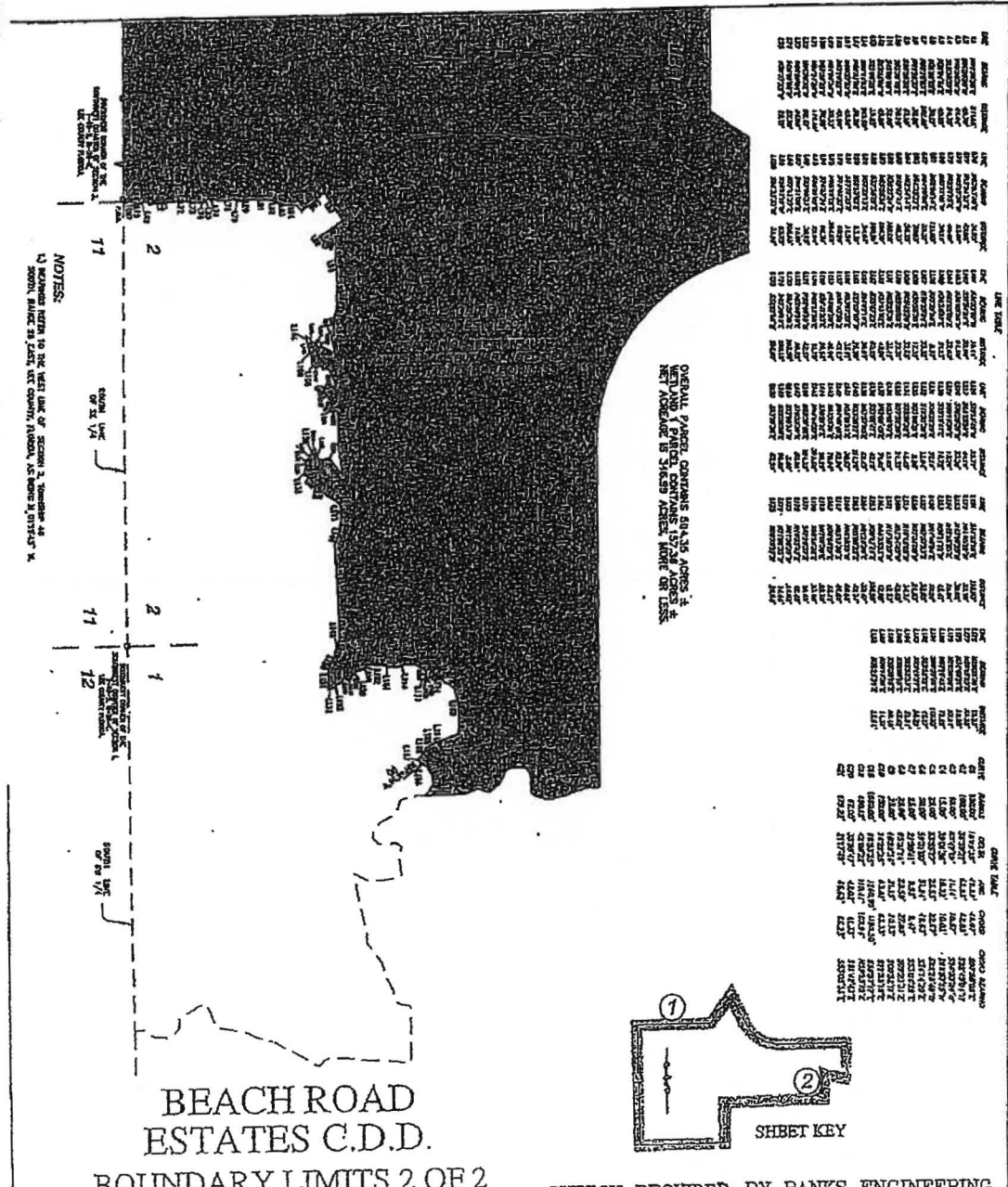
Arend     Aye  
Ferreira     Aye  
Grantt     Aye  
Joyce     Aye

McCourt     Aye  
Nelson     Aye  
Simons     Aye

Date filed with City Clerk: 2-22-08







**BEACH ROAD ESTATES C.D.D.**  
**BOUNDARY LIMITS 2 OF 2**

SKETCH PROVIDED BY BANKS ENGINEERING

**Banks Engineering**  
 Professional Engineers, Planners & Land Surveyors  
 5055 WYDEK • WALKER • MARLBOROUGH  
 3115 (CONVENT ROAD PLAZA) SUITE 200  
 MARLBOROUGH MASS 01501  
 PHONE (617) 891-7441 (CARE LINE) 891-7442  
 CHANDLER ROAD SUITE 211 8047  
 BOSTON MASS 02128

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

NO.	DATE	DESCRIPTION

DATE	PROJECT	DRAWING	REVISION	BY	CHECKED	SCALE	SHEET	OF	FILE NO. (1-3-79)
6-12-78	1214	30277	JEA			1/4" = 1'	2	2	12-122-111

# **Banks Engineering**

Professional Engineers, Planners & Land Surveyors  
2515 Northbrooke Plaza Drive - Suite 200  
Naples, Florida 34119  
(239) 597-2061  
Fax (239) 597-3082

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

(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 SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 01°11'45" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 FOR 2,692.40 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N 01°11'45" W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 FOR 778.05 FEET; THENCE N 89°36'04" E FOR 2,258.30 FEET; THENCE N 35°48'57" E FOR 970.47 FEET; THENCE S 23°30'29" E FOR 881.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,080.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°53'34" FOR 1,260.90 FEET; THENCE N 89°35'46" E FOR 1,786.33 FEET; THENCE N 89°36'56" E FOR 241.16 FEET; THENCE S 01°26'39" W FOR 49.38 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'36" FOR 49.29 FEET; THENCE S 19°20'31" E FOR 91.04 FEET; THENCE S 15°34'37" E FOR 94.35 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°39'21" FOR 63.98 FEET; THENCE S 21°04'44" W FOR 40.89 FEET; THENCE S 31°02'15" W FOR 30.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 65°21'16" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°49'19" FOR 11.14 FEET; THENCE S 88°28'03" W FOR 102.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°01'36" FOR 10.22 FEET; THENCE S 49°26'27" W FOR 38.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°55'17" FOR 23.53 FEET; THENCE S 04°28'50" E FOR 61.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°31'00" FOR 51.94 FEET; THENCE S 63°59'49" E FOR 70.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°50'41" FOR 9.53 FEET; THENCE S 42°09'08" E

SHEET 1 OF 4

Fort Myers Office  
10511 Six Mile Cypress Pkwy, Suite  
#101  
Fort Myers, Florida 33912  
(239) 939-3490  
Fax (239) 939-2523

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

Fort Charlotte Office  
12653 S.W. CR 769 Suite B  
Lake Suzy, Florida 34269  
(941) 625-1165  
Fax (941) 625-1149

FOR 52.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS  
 OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 65°31'14" FOR 28.59 FEET; THENCE S 23°22'06" W FOR 45.88 FEET TO THE  
 BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE  
 SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°28'34" FOR  
 21.15 FEET; THENCE S 25°06'28" E FOR 35.23 FEET TO THE BEGINNING OF A CURVE  
 TO THE RIGHT HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG  
 SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'25" FOR 63.81 FEET; THENCE S  
 00°44'03" E FOR 212.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO  
 THE LEFT HAVING A RADIUS OF 179.22 FEET AND TO WHICH POINT OF CURVE A  
 RADIAL LINE BEARS N 47°32'58" E; THENCE NORTHWESTERLY ALONG SAID  
 CURVE THROUGH A CENTRAL ANGLE OF 21°17'49" FOR 66.62 FEET TO THE  
 BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 67.00  
 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  
 35°55'47" FOR 42.02 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE  
 LEFT HAVING A RADIUS OF 150.12 FEET; THENCE SOUTHWESTERLY ALONG SAID  
 CURVE THROUGH A CENTRAL ANGLE OF 42°08'22" FOR 110.41 FEET; THENCE S  
 31°24'59" W FOR 25.94 FEET; THENCE S 78°14'39" W FOR 14.32 FEET; THENCE N  
 55°39'16" W FOR 80.48 FEET; THENCE N 32°07'15" W FOR 47.62 FEET; THENCE N  
 15°52'53" W FOR 51.84 FEET; THENCE N 23°48'27" W FOR 58.79 FEET; THENCE N  
 13°52'12" W FOR 45.17 FEET; THENCE N 88°37'46" W FOR 117.73 FEET; THENCE S  
 87°16'43" W FOR 72.99 FEET; THENCE S 71°30'08" W FOR 87.94 FEET; THENCE S  
 34°40'21" W FOR 60.05 FEET; THENCE S 35°15'23" W FOR 59.35 FEET; THENCE S  
 20°35'38" W FOR 12.53 FEET; THENCE S 00°29'11" E FOR 26.64 FEET; THENCE S  
 34°00'35" E FOR 14.44 FEET; THENCE S 64°30'39" E FOR 24.03 FEET; THENCE S  
 40°35'43" W FOR 12.40 FEET; THENCE N 67°29'37" W FOR 18.65 FEET; THENCE N  
 88°58'32" W FOR 23.08 FEET; THENCE S 61°01'36" W FOR 22.78 FEET; THENCE S  
 30°08'17" W FOR 65.71 FEET; THENCE S 05°19'56" W FOR 46.89 FEET; THENCE S  
 16°18'10" E FOR 60.68 FEET; THENCE S 02°00'23" W FOR 42.74 FEET; THENCE S  
 21°26'26" W FOR 33.47 FEET; THENCE S 00°47'46" W FOR 108.96 FEET; THENCE S  
 68°25'53" E FOR 17.69 FEET; THENCE S 49°18'10" E FOR 12.73 FEET; THENCE S  
 13°24'45" E FOR 43.68 FEET; THENCE S 46°45'02" E FOR 34.71 FEET; THENCE S  
 67°31'00" E FOR 24.83 FEET; THENCE S 07°57'23" W FOR 22.66 FEET; THENCE S  
 44°46'04" W FOR 17.24 FEET; THENCE S 56°14'12" E FOR 45.41 FEET; THENCE S  
 15°15'53" W FOR 10.86 FEET; THENCE S 45°10'25" E FOR 39.62 FEET; THENCE S  
 14°03'10" E FOR 33.10 FEET; THENCE N 89°55'16" W FOR 116.93 FEET; THENCE N  
 63°18'36" W FOR 63.98 FEET; THENCE N 72°38'50" W FOR 80.89 FEET; THENCE N  
 12°08'18" E FOR 5.00 FEET; THENCE N 79°35'37" W FOR 53.89 FEET; THENCE S  
 88°59'48" W FOR 164.39 FEET; THENCE S 86°44'27" W FOR 379.68 FEET; THENCE N  
 70°21'11" W FOR 98.29 FEET; THENCE N 83°25'51" W FOR 70.94 FEET; THENCE S  
 84°40'46" W FOR 62.90 FEET; THENCE S 55°41'18" W FOR 30.67 FEET; THENCE S  
 33°38'12" W FOR 114.26 FEET; THENCE S 03°57'03" W FOR 42.43 FEET; THENCE N  
 73°01'41" W FOR 42.10 FEET; THENCE S 42°09'45" W FOR 71.81 FEET; THENCE S  
 53°19'47" W FOR 15.02 FEET; THENCE S 77°52'29" W FOR 24.33 FEET; THENCE N  
 75°21'32" W FOR 46.45 FEET; THENCE S 35°08'21" W FOR 9.80 FEET; THENCE N  
 47°55'36" W FOR 12.64 FEET; THENCE N 58°22'29" W FOR 52.16 FEET; THENCE N  
 75°10'41" W FOR 16.72 FEET; THENCE N 30°16'30" W FOR 17.26 FEET; THENCE N  
 70°20'36" E FOR 73.30 FEET; THENCE N 09°13'56" W FOR 44.10 FEET; THENCE N  
 19°19'48" E FOR 25.77 FEET; THENCE N 52°19'18" E FOR 114.87 FEET; THENCE

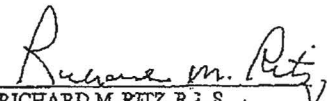
S 82°20'12" W FOR 185.19 FEET; THENCE N 87°29'38" W FOR 103.58 FEET; THENCE S 83°48'10" W FOR 98.72 FEET; THENCE S 02°40'19" E FOR 42.57 FEET; THENCE S 66°13'58" W FOR 11.78 FEET; THENCE N 59°41'23" W FOR 29.68 FEET; THENCE S 65°01'20" W FOR 46.06 FEET; THENCE S 56°43'58" W FOR 43.23 FEET; THENCE S 63°17'33" W FOR 35.61 FEET; THENCE N 27°07'07" E FOR 26.20 FEET; THENCE N 14°42'10" W FOR 58.07 FEET; THENCE S 75°47'23" W FOR 60.29 FEET; THENCE S 57°15'02" W FOR 49.01 FEET; THENCE S 05°25'36" W FOR 31.42 FEET; THENCE S 55°20'02" W FOR 22.31 FEET; THENCE S 05°42'20" E FOR 37.65 FEET; THENCE S 50°56'30" W FOR 17.32 FEET; THENCE S 78°25'24" W FOR 75.32 FEET; THENCE S 15°29'26" W FOR 5.57 FEET; THENCE S 76°28'17" W FOR 51.13 FEET; THENCE S 82°02'09" W FOR 37.03 FEET; THENCE N 38°05'36" E FOR 64.60 FEET; THENCE N 51°54'24" W FOR 22.09 FEET; THENCE N 31°23'07" E FOR 18.46 FEET; THENCE N 66°32'33" E FOR 31.94 FEET; THENCE N 28°01'19" E FOR 85.73 FEET; THENCE S 77°49'57" W FOR 106.68 FEET; THENCE N 08°51'00" W FOR 14.61 FEET; THENCE N 89°40'53" W FOR 38.13 FEET; THENCE N 86°21'09" W FOR 72.94 FEET; THENCE N 74°47'24" W FOR 66.34 FEET; THENCE S 88°09'12" W FOR 204.68 FEET; THENCE S 79°48'33" W FOR 60.20 FEET; THENCE N 87°17'35" W FOR 91.54 FEET; THENCE S 19°10'43" W FOR 83.31 FEET; THENCE S 57°28'13" W FOR 24.86 FEET; THENCE N 32°58'19" W FOR 160.61 FEET; THENCE S 55°58'56" W FOR 198.37 FEET; THENCE S 39°21'24" E FOR 168.09 FEET; THENCE S 49°47'49" W FOR 46.33 FEET; THENCE S 02°54'14" W FOR 56.38 FEET; THENCE S 14°32'32" W FOR 70.83 FEET; THENCE S 24°18'06" W FOR 39.37 FEET; THENCE S 02°08'14" W FOR 121.80 FEET; THENCE S 07°11'42" E FOR 50.24 FEET; THENCE S 15°21'15" W FOR 40.48 FEET; THENCE S 05°17'36" E FOR 83.01 FEET; THENCE S 15°34'13" W FOR 42.02 FEET; THENCE S 03°03'48" W FOR 31.72 FEET; THENCE S 38°37'23" E FOR 28.11 FEET; THENCE S 06°01'08" E FOR 27.70 FEET; THENCE S 05°20'04" W FOR 84.09 FEET; THENCE S 01°50'22" E FOR 59.47 FEET; THENCE S 04°24'28" E FOR 146.48 FEET; THENCE S 27°26'21" W FOR 36.50 FEET; THENCE S 24°06'36" E FOR 35.33 FEET; THENCE S 13°10'22" E FOR 45.08 FEET; THENCE S 00°37'52" E FOR 45.56 FEET TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE S 89°22'06" W ALONG SAID SOUTH LINE FOR 25.53 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S 89°22'05" W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR 2,634.85 FEET TO THE POINT OF BEGINNING.

PARCEL DESCRIBED HEREIN CONTAINING 346.98 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 7, 2006.

  
RICHARD M. RITZ, R.L.S.  
FLORIDA CERTIFICATION NO. 4909



NOT TO SCALE

CURVE DATA		
STATION	CHORD BEARING	CHORD DISTANCE
1	N 10° 00' 00" E	100.00
2	N 20° 00' 00" E	100.00
3	N 30° 00' 00" E	100.00
4	N 40° 00' 00" E	100.00
5	N 50° 00' 00" E	100.00
6	N 60° 00' 00" E	100.00
7	N 70° 00' 00" E	100.00
8	N 80° 00' 00" E	100.00
9	N 90° 00' 00" E	100.00
10	N 100° 00' 00" E	100.00
11	N 110° 00' 00" E	100.00
12	N 120° 00' 00" E	100.00
13	N 130° 00' 00" E	100.00
14	N 140° 00' 00" E	100.00
15	N 150° 00' 00" E	100.00
16	N 160° 00' 00" E	100.00
17	N 170° 00' 00" E	100.00
18	N 180° 00' 00" E	100.00
19	N 190° 00' 00" E	100.00
20	N 200° 00' 00" E	100.00
21	N 210° 00' 00" E	100.00
22	N 220° 00' 00" E	100.00
23	N 230° 00' 00" E	100.00
24	N 240° 00' 00" E	100.00
25	N 250° 00' 00" E	100.00
26	N 260° 00' 00" E	100.00
27	N 270° 00' 00" E	100.00
28	N 280° 00' 00" E	100.00
29	N 290° 00' 00" E	100.00
30	N 300° 00' 00" E	100.00
31	N 310° 00' 00" E	100.00
32	N 320° 00' 00" E	100.00
33	N 330° 00' 00" E	100.00
34	N 340° 00' 00" E	100.00
35	N 350° 00' 00" E	100.00
36	N 360° 00' 00" E	100.00

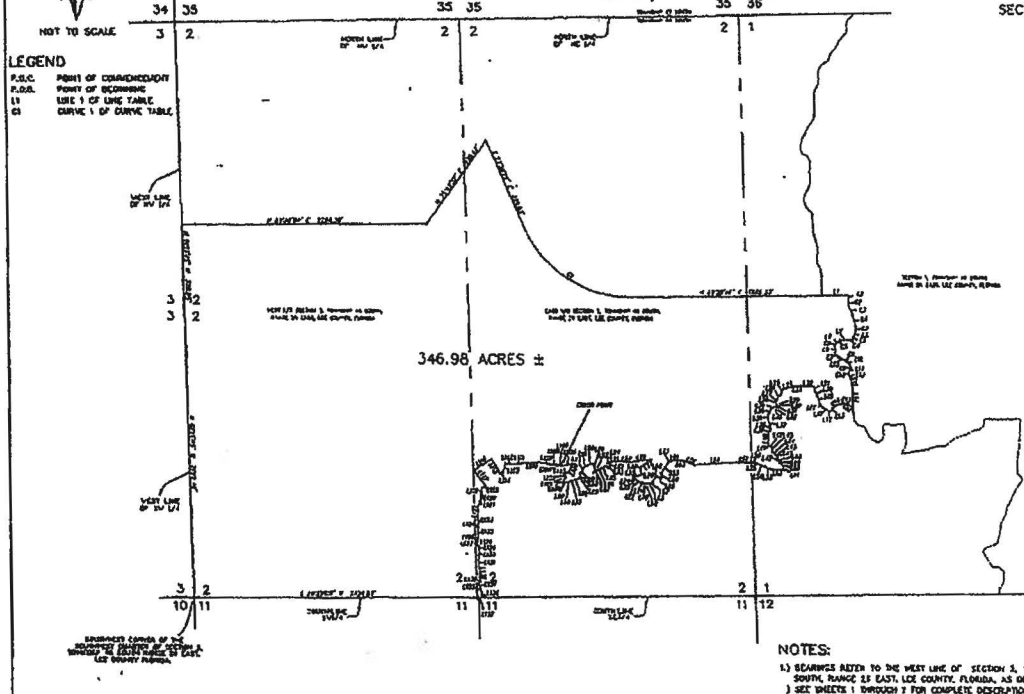
CURVE DATA		
STATION	CHORD BEARING	CHORD DISTANCE
1	N 10° 00' 00" E	100.00
2	N 20° 00' 00" E	100.00
3	N 30° 00' 00" E	100.00
4	N 40° 00' 00" E	100.00
5	N 50° 00' 00" E	100.00
6	N 60° 00' 00" E	100.00
7	N 70° 00' 00" E	100.00
8	N 80° 00' 00" E	100.00
9	N 90° 00' 00" E	100.00
10	N 100° 00' 00" E	100.00
11	N 110° 00' 00" E	100.00
12	N 120° 00' 00" E	100.00
13	N 130° 00' 00" E	100.00
14	N 140° 00' 00" E	100.00
15	N 150° 00' 00" E	100.00
16	N 160° 00' 00" E	100.00
17	N 170° 00' 00" E	100.00
18	N 180° 00' 00" E	100.00
19	N 190° 00' 00" E	100.00
20	N 200° 00' 00" E	100.00
21	N 210° 00' 00" E	100.00
22	N 220° 00' 00" E	100.00
23	N 230° 00' 00" E	100.00
24	N 240° 00' 00" E	100.00
25	N 250° 00' 00" E	100.00
26	N 260° 00' 00" E	100.00
27	N 270° 00' 00" E	100.00
28	N 280° 00' 00" E	100.00
29	N 290° 00' 00" E	100.00
30	N 300° 00' 00" E	100.00
31	N 310° 00' 00" E	100.00
32	N 320° 00' 00" E	100.00
33	N 330° 00' 00" E	100.00
34	N 340° 00' 00" E	100.00
35	N 350° 00' 00" E	100.00
36	N 360° 00' 00" E	100.00

SKETCH TO ACCOMPANY DESCRIPTION

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

LEGEND

P.B.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
L.L. LINE 1 OF CURVE TABLE  
C.C. CURVE 1 OF CURVE TABLE



CURVE DATA		
STATION	CHORD BEARING	CHORD DISTANCE
1	N 10° 00' 00" E	100.00
2	N 20° 00' 00" E	100.00
3	N 30° 00' 00" E	100.00
4	N 40° 00' 00" E	100.00
5	N 50° 00' 00" E	100.00
6	N 60° 00' 00" E	100.00
7	N 70° 00' 00" E	100.00
8	N 80° 00' 00" E	100.00
9	N 90° 00' 00" E	100.00
10	N 100° 00' 00" E	100.00
11	N 110° 00' 00" E	100.00
12	N 120° 00' 00" E	100.00
13	N 130° 00' 00" E	100.00
14	N 140° 00' 00" E	100.00
15	N 150° 00' 00" E	100.00
16	N 160° 00' 00" E	100.00
17	N 170° 00' 00" E	100.00
18	N 180° 00' 00" E	100.00
19	N 190° 00' 00" E	100.00
20	N 200° 00' 00" E	100.00
21	N 210° 00' 00" E	100.00
22	N 220° 00' 00" E	100.00
23	N 230° 00' 00" E	100.00
24	N 240° 00' 00" E	100.00
25	N 250° 00' 00" E	100.00
26	N 260° 00' 00" E	100.00
27	N 270° 00' 00" E	100.00
28	N 280° 00' 00" E	100.00
29	N 290° 00' 00" E	100.00
30	N 300° 00' 00" E	100.00
31	N 310° 00' 00" E	100.00
32	N 320° 00' 00" E	100.00
33	N 330° 00' 00" E	100.00
34	N 340° 00' 00" E	100.00
35	N 350° 00' 00" E	100.00
36	N 360° 00' 00" E	100.00

\*\*\*THIS IS NOT A SURVEY\*\*\*

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

- THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
- PREPARED AUGUST 7, 2006

PREPARED BY:  
**Banks Engineering**  
ENGINEERING, SURVEYING & LAND PLANNING  
2815 HAWTHORNE PLAZA DRIVE-SUITE 200  
PALM BEACH, FLORIDA 33410  
(561) 997-7444  
FLORIDA SURVEYING BUSINESS CERTIFICATION

NOTES:  
1) BEARING REFER TO THE WEST LINE OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS SHOWN ON 01/15/88 M.  
2) SEE SHEETS 1 THROUGH 7 FOR COMPLETE DESCRIPTION

## EXHIBIT 2

### RESOLUTION 2017-1

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA ADOPT A NON-EMERGENCY ORDINANCE DISSOLVING THE DISTRICT; DIRECTING THE DISTRICT'S LEGAL COUNSEL TO TAKE APPROPRIATE ACTION TO DISSOLVE BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH THE COUNTY ORDINANCE DISSOLVING THE DISTRICT AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Beach Road Estates Community Development District (the "**District**") was established by Ordinance No. 08-04 adopted by the City Council of the City of Bonita Springs, Florida (the "**City**") pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District is located wholly within the municipal boundaries of The City of Bonita Springs, Florida; and

**WHEREAS**, the District's operations are funded solely by the contributions, in lieu of taxes or assessments, by Bonita Springs Associates I, LLLP, the sole landowner within the District (the "**Landowner**"); and

**WHEREAS**, the District has not levied any special assessments against the lands located within the District and has not imposed, levied or charged any fees to fund any of its general or special powers; and

**WHEREAS**, the District has not issued any bonds, notes or other debt instruments in anticipation of making any planned community development improvements; and

**WHEREAS**, the District's Board of Supervisors has determined that based upon information made available to it, including information provided by the Landowner, the current economic conditions, and the minimal level of improvements constructed within the District, that the planned community development infrastructure systems, facilities and services to be provided to the lands within the boundaries of the District may be modified to reflect a different development plan, and that after such modification, the currently envisioned community development services may be better provided by other means including, without limitation, a homeowners' association. Based upon the information made available to the District, said services are anticipated to be provided in a manner as efficiently as the dissolved District and at a level of quality equal to the level of quality to be delivered to the users of those services by the dissolved District, at an annual cost that would be equal to or lower than the annual assessment amount that could be levied by the dissolved District; and

**WHEREAS**, the District has received the written consent from the Landowner (the owner of one hundred percent (100%) of the land with the District) in support of the dissolution of the District, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**; and



**WHEREAS**, dissolving of the District will not affect adversely, citizens, taxpayers and property owners of the City of Bonita Springs, Florida; and

**WHEREAS**, the dissolution of the District will not harm or otherwise injure any interests of the Landowner or residents of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

**WHEREAS**, the District has prepared a Plan of Dissolution that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts and contracts a copy of which is attached hereto and incorporated herein as **Exhibit "B"**; and

**WHEREAS**, the District's Board of Supervisors requests that the City adopt an ordinance to dissolve the District in accordance with Section 190.046(9), Florida Statutes; and

**WHEREAS**, upon passage of an ordinance to dissolve the District, Petitioner will cause to be recorded in the public records of Lee County, Florida a Notice of Dissolution in the form attached hereto as **Exhibit "C"**; and

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained within the foregoing recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. FINDINGS.**

A. Pursuant to the Ordinance, the City of Bonita Springs established Beach Road Estates Community Development District as a community development district within the meaning of Chapter 190, Florida Statutes.

B. As a result of the District undertaking certain actions which are part of the District's Plan of Dissolution (as defined below), the District will have no outstanding financial obligations, does not own any infrastructure or other public assets, improvements or facilities, and has no operation or maintenance responsibilities. The District meets the requirements for dissolution by non-emergency ordinance of the City of Bonita Springs pursuant to Section 190.046(9), Florida Statutes.

C. The Board of Supervisors of the District desires to adopt this resolution requesting that the City dissolve the District by ordinance pursuant to Section 190.046(9), Florida Statutes ("**Dissolving Ordinance**").

**SECTION 3. APPROVAL OF PLAN OF DISSOLUTION.** The District hereby approves the Plan of Dissolution, attached to this Resolution as Exhibit "B".

**SECTION 4. REQUEST FOR DISSOLUTION OF THE DISTRICT & EXECUTION OF DISSOLUTION.** The District hereby requests the City dissolve the District by ordinance pursuant to Section 190.046(9), Florida Statutes. The District's Legal Counsel and the District Manager are hereby authorized, individually or collectively, to submit this resolution to the City and to further take such action as is appropriate or necessary to pursue and obtain the

dissolution of the District as requested hereunder, including, without limitation, the implementation of a Plan of Dissolution for the District. Upon adoption of the dissolving ordinance by the City, the District's Legal Counsel is further directed to proceed with any necessary and remaining steps as outlined in the Plan of Dissolution and Dissolving Ordinance to effectuate an orderly dissolution of the District.


**SECTION 5. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

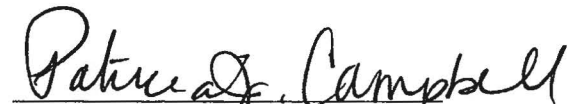
**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of Beach Road Estates Community Development District.

**PASSED AND ADOPTED** in public session this 21 day of October, 2016.

ATTEST:

**BEACH ROAD ESTATES  
COMMUNITY DEVELOPMENT  
DISTRICT**

  
Secretary

  
Chairperson, Board of Supervisors

- Exhibit A: Consent and Joinder of Landowners**
- Exhibit B: Plan of Dissolution**
- Exhibit C: Form Notice of Dissolution**



**Exhibit A: Consent and Joinder of Landowners**

EXHIBIT "A"

CONSENT AND JOINDER OF LANDOWNER TO THE DISSOLUTION OF BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership ("BSA I"), hereby certifies that it is the owner or developer of certain property located in the City of Bonita Springs, Florida (the "City") and more particularly described on Exhibit "1" attached hereto and made a part hereof (the "Property"), which real property constitutes all of the real property within the boundaries of the Beach Road Estates Community Development District (the "District").

BSA I understands and acknowledges that the District intends to dissolve in accordance with the provisions of Chapter 190.046(9), Florida Statutes and the "Plan of Dissolution" adopted or to be adopted by the District, a copy of which is attached hereto and made a part hereof as Exhibit "2". By signing below, Richard Arkin, on behalf of BSA I, as the owner and controller of the Property, hereby gives its full consent and agreement to the dissolution of the District by the City ordinance in accordance with Section 190.046, Florida Statutes.

The undersigned acknowledges that this consent will remain in full force and effect until the dissolution of the District is final or two (2) years from the date hereof, whichever shall first occur. The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument. This consent and joinder shall terminate and be void if the attached Plan of Dissolution is amended, supplemented or rescinded.

IN WITNESS WHEREOF, I hereunto set my hand this 26th day of October, 2016.

BONITA SPRINGS ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: [Signature]

Name: Richard Arkin

Title: Vice President

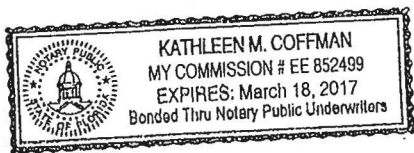
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of October, 2016, by Richard Arkin, as Vice President of Bonita Springs Associates I, LLLP, a Florida limited liability limited partnership, on behalf of the corporation, who is

[X] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(Seal)



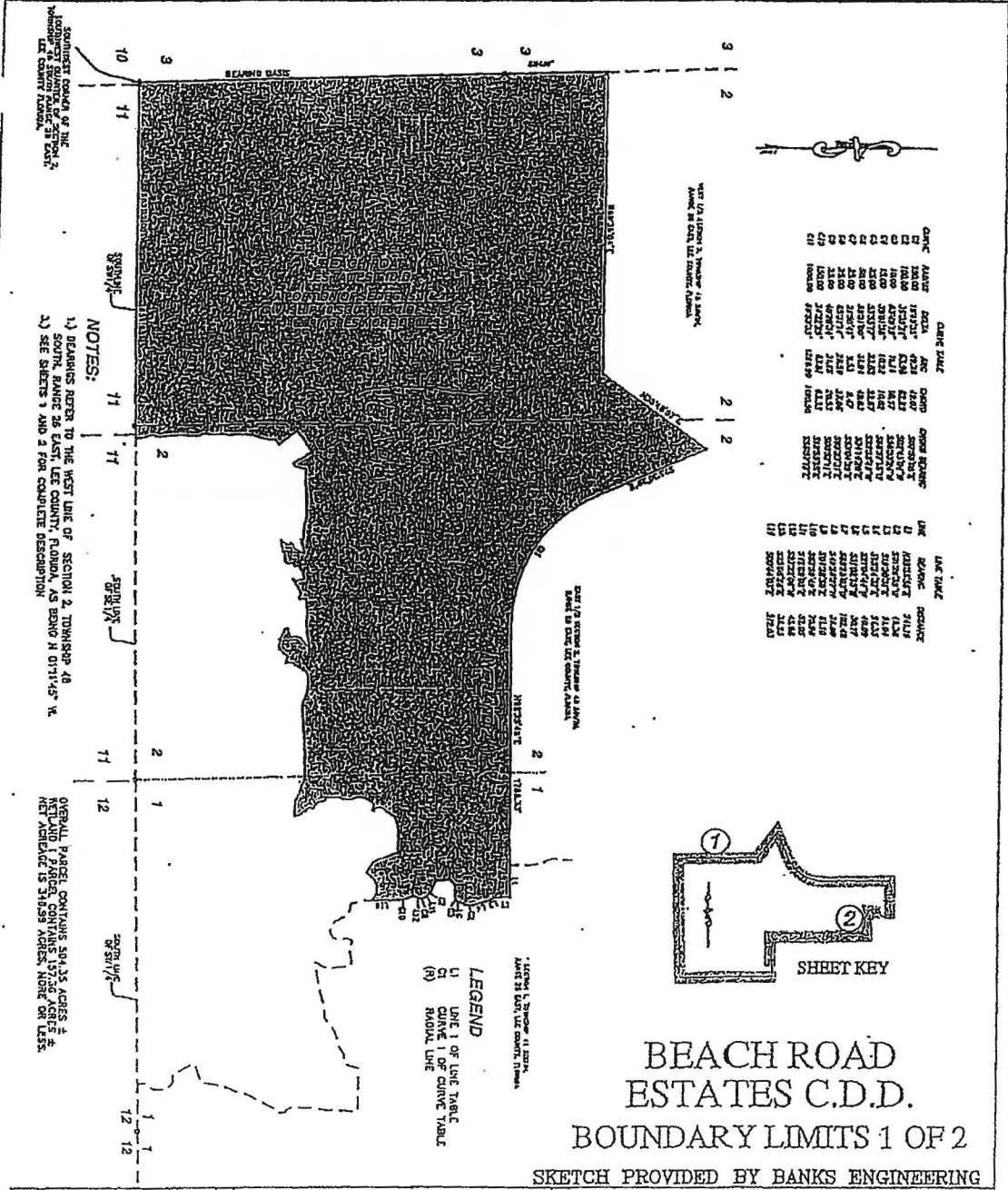
[Signature: Kathleen M. Coffman]
Notary Public

PRINT NAME: \_\_\_\_\_

My commission expires:

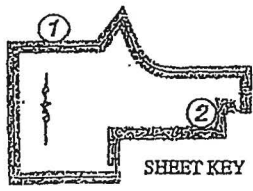
**EXHIBIT "1" TO CONSENT: LEGAL DESCRIPTION OF THE PROPERTY**

# EXHIBIT A: LEGAL DESCRIPTION



**CLINE TABLE**

LINE	BEARING	DISTANCE
1	N 89° 00' 00" W	100.00
2	S 89° 00' 00" E	100.00
3	N 01° 00' 00" E	100.00
4	S 01° 00' 00" W	100.00
5	N 89° 00' 00" W	100.00
6	S 89° 00' 00" E	100.00
7	N 01° 00' 00" E	100.00
8	S 01° 00' 00" W	100.00
9	N 89° 00' 00" W	100.00
10	S 89° 00' 00" E	100.00
11	N 01° 00' 00" E	100.00
12	S 01° 00' 00" W	100.00



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

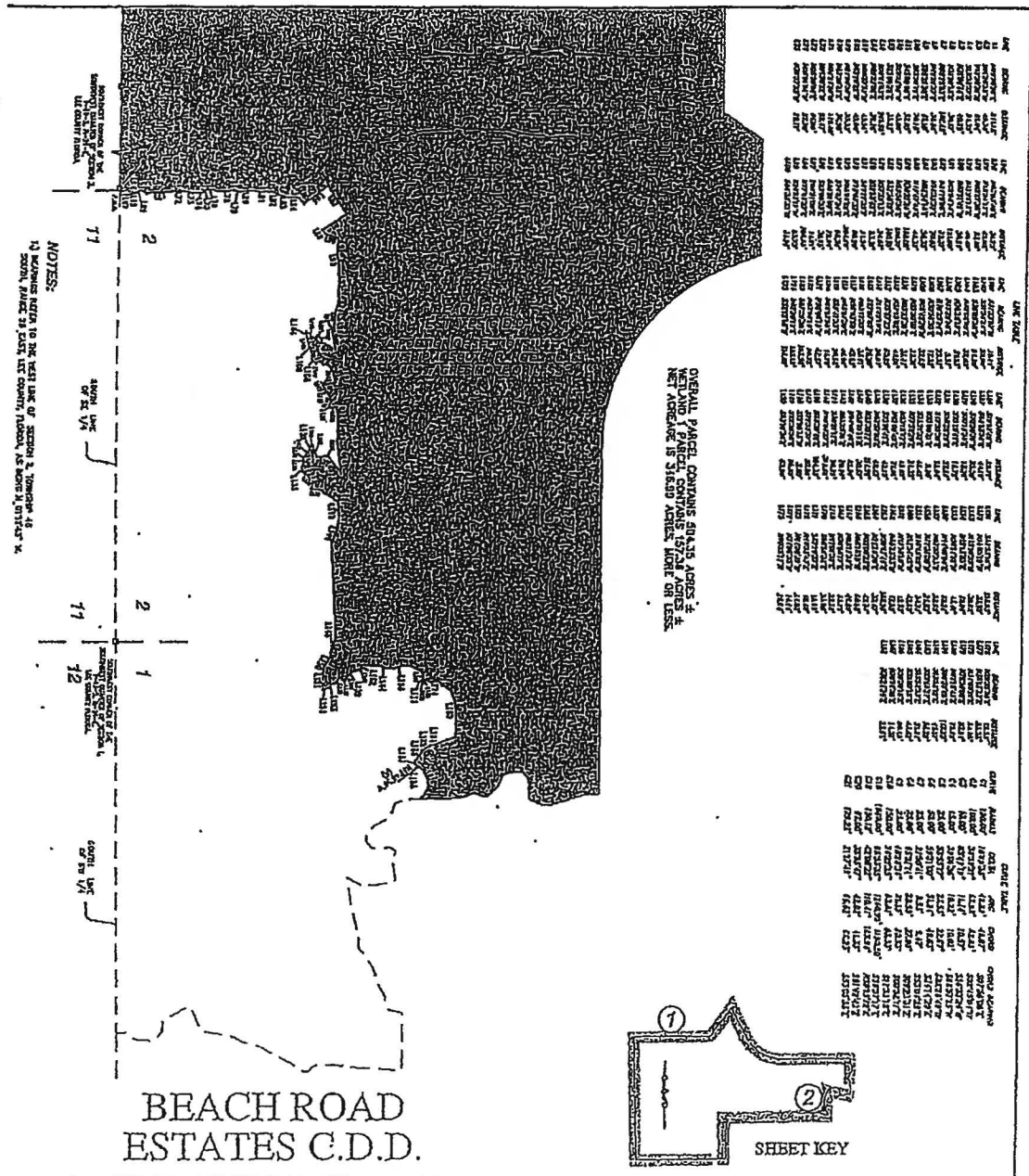
SKETCH PROVIDED BY BANKS ENGINEERING

**NOTES:**  
 1) DEAKERS REFER TO THE WEST LINE OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N 01°14'57" W.  
 2) SEE SHEETS 1 AND 2 FOR COMPLETE DESCRIPTION.

OVERALL PARCEL CONTAINS 504.35 ACRES ±  
 PARCEL 1 PARCEL CONTAINS 107.26 ACRES ±  
 NET ACREAGE IS 397.09 ACRES, NONE OR LESS.

**LEGEND**  
 U LINE 1 OF LINE TABLE  
 C CURVE 1 OF CURVE TABLE  
 (R) RADIAL LINE

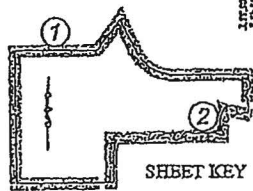
<b>Manks Engineering</b> Professional Engineers, Planners & Land Surveyors 5001 W. US HWY 90, SUITE 200 FORT MYERS, FLORIDA 33901 PHONE: (813) 938-1111 FAX: (813) 938-1112 WWW.MANKSE.COM		BEACH ROAD ESTATES C.D.D. BEACH ROAD DEVELOPMENT, L.P. LEE COUNTY, FLORIDA		DATE: 3-12-10 PROJECT: 1314 DRAWN BY: JEA CHECKED BY: JEA APPROVED BY: JEA TITLE: BEACH ROAD DEVELOPMENT, L.P. SHEET NO: 1 OF: 2 FILE NO. D-1-A 1.2-283-211
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NOTES:  
 1) REFER TO THE NORTH LINE OF SECTION 2, TOWNSHIP 16  
 SOUTH, RANGE 30 EAST, MERIDIAN 80 WEST, 1ST DEGREE N.

OVERALL PARCEL CONTAINS 204.35 ACRES ±.  
 NET AREA IS 157.21 ACRES ±.  
 NET RESERVE IS 57.14 ACRES, MORE OR LESS.

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



SKETCH PROVIDED BY BANKS ENGINEERING

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	12/22/11
2	ISSUED FOR RECORD	1/10/12
3		
4		
5		
6		
7		
8		
9		
10		

**Banks Engineering**  
 Professional Engineers, Planners & Land Surveyors  
 FORT MYERS • NAPLES • SARASOTA  
 2315 HORTONWOOD PLAZA, SUITE 200  
 NAPLES, FLORIDA 34103  
 PHONE: (813) 371-1111 FAX: (813) 441-3443  
 COMPUTERIZED SURVEYING & MAPPING  
 PUNY DRIVE 1/18/12

DATE	PROJECT	OWNER	REGION	STATE	COUNTY	SCALE	SHEET	OF	TITLE
1-10-12	1322	BEACH ROAD ESTATES C.D.D.	JCA	FLA	LEE	AS SHOWN	2	2	BEACH ROAD ESTATES C.D.D. BOUNDARY LIMITS 2 OF 2

# 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

(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 SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 01°11'45" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 FOR 2,692.40 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N 01°11'45" W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 FOR 778.05 FEET; THENCE N 89°36'04" E FOR 2,258.30 FEET; THENCE N 35°48'57" E FOR 970.47 FEET; THENCE S 23°30'29" E FOR 881.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,080.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°53'34" FOR 1,260.90 FEET; THENCE N 89°35'46" E FOR 1,786.33 FEET; THENCE N 89°36'56" E FOR 241.16 FEET; THENCE S 01°26'39" W FOR 49.38 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'36" FOR 49.29 FEET; THENCE S 19°20'31" E FOR 91.04 FEET; THENCE S 15°34'37" E FOR 94.35 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°39'21" FOR 63.98 FEET; THENCE S 21°04'44" W FOR 40.89 FEET; THENCE S 31°02'15" W FOR 30.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 65°21'16" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°49'19" FOR 11.14 FEET; THENCE S 88°28'03" W FOR 102.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°01'36" FOR 10.22 FEET; THENCE S 49°26'27" W FOR 38.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°55'17" FOR 23.53 FEET; THENCE S 04°28'50" E FOR 61.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°31'00" FOR 51.94 FEET; THENCE S 63°59'49" E FOR 70.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°50'41" FOR 9.53 FEET; THENCE S 42°09'08" E

SHEET 1 OF 4

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

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

FOR 52.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°31'14" FOR 28.59 FEET; THENCE S 23°22'06" W FOR 45.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°28'34" FOR 21.15 FEET; THENCE S 25°06'28" E FOR 35.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'25" FOR 63.81 FEET; THENCE S 00°44'03" E FOR 212.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 179.22 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 47°32'58" E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°17'49" FOR 66.62 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 67.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°55'47" FOR 42.02 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 150.12 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°08'22" FOR 110.41 FEET; THENCE S 31°24'59" W FOR 25.94 FEET; THENCE S 78°14'39" W FOR 14.32 FEET; THENCE N 55°39'16" W FOR 80.48 FEET; THENCE N 32°07'15" W FOR 47.62 FEET; THENCE N 15°52'53" W FOR 51.84 FEET; THENCE N 23°48'27" W FOR 58.79 FEET; THENCE N 13°52'12" W FOR 45.17 FEET; THENCE N 88°37'46" W FOR 117.73 FEET; THENCE S 87°16'43" W FOR 72.99 FEET; THENCE S 71°30'08" W FOR 87.94 FEET; THENCE S 34°40'21" W FOR 60.05 FEET; THENCE S 35°15'23" W FOR 59.35 FEET; THENCE S 20°35'38" W FOR 12.53 FEET; THENCE S 00°29'11" E FOR 26.64 FEET; THENCE S 34°00'35" E FOR 14.44 FEET; THENCE S 64°30'39" E FOR 24.03 FEET; THENCE S 40°35'43" W FOR 12.40 FEET; THENCE N 67°29'37" W FOR 18.65 FEET; THENCE N 88°58'32" W FOR 23.08 FEET; THENCE S 61°01'36" W FOR 22.78 FEET; THENCE S 30°08'17" W FOR 65.71 FEET; THENCE S 05°19'56" W FOR 46.89 FEET; THENCE S 16°18'10" E FOR 60.68 FEET; THENCE S 02°00'23" W FOR 42.74 FEET; THENCE S 21°26'26" W FOR 33.47 FEET; THENCE S 00°47'46" W FOR 108.96 FEET; THENCE S 68°25'53" E FOR 17.69 FEET; THENCE S 49°18'10" E FOR 12.73 FEET; THENCE S 13°24'45" E FOR 43.68 FEET; THENCE S 46°45'02" E FOR 34.71 FEET; THENCE S 67°31'00" E FOR 24.83 FEET; THENCE S 07°57'23" W FOR 22.66 FEET; THENCE S 44°46'04" W FOR 17.24 FEET; THENCE S 56°14'12" E FOR 45.41 FEET; THENCE S 15°15'53" W FOR 10.86 FEET; THENCE S 45°10'25" E FOR 39.62 FEET; THENCE S 14°03'10" E FOR 33.10 FEET; THENCE N 89°55'16" W FOR 116.93 FEET; THENCE N 63°18'36" W FOR 63.98 FEET; THENCE N 72°38'50" W FOR 80.89 FEET; THENCE N 12°08'18" E FOR 5.00 FEET; THENCE N 79°35'37" W FOR 53.89 FEET; THENCE S 88°59'48" W FOR 164.39 FEET; THENCE S 86°44'27" W FOR 379.68 FEET; THENCE N 70°21'11" W FOR 98.29 FEET; THENCE N 83°25'51" W FOR 70.94 FEET; THENCE S 84°40'46" W FOR 62.90 FEET; THENCE S 55°41'18" W FOR 30.67 FEET; THENCE S 33°38'12" W FOR 114.26 FEET; THENCE S 03°57'03" W FOR 42.43 FEET; THENCE N 73°01'41" W FOR 42.10 FEET; THENCE S 42°09'45" W FOR 71.81 FEET; THENCE S 53°19'47" W FOR 15.02 FEET; THENCE S 77°52'29" W FOR 24.33 FEET; THENCE N 75°21'32" W FOR 46.45 FEET; THENCE S 35°08'21" W FOR 9.80 FEET; THENCE N 47°55'36" W FOR 12.64 FEET; THENCE N 58°22'29" W FOR 52.16 FEET; THENCE N 75°10'41" W FOR 16.72 FEET; THENCE N 30°16'30" W FOR 17.26 FEET; THENCE N 70°20'36" E FOR 73.30 FEET; THENCE N 09°13'56" W FOR 44.10 FEET; THENCE N 19°19'48" E FOR 25.77 FEET; THENCE N 52°19'18" E FOR 114.87 FEET; THENCE

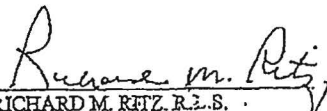
S 82°20'12" W FOR 185.19 FEET; THENCE N 87°29'38" W FOR 103.58 FEET; THENCE S 83°48'10" W FOR 98.72 FEET; THENCE S 02°40'19" E FOR 42.57 FEET; THENCE S 66°13'58" W FOR 11.78 FEET; THENCE N 59°41'23" W FOR 29.68 FEET; THENCE S 65°01'20" W FOR 46.06 FEET; THENCE S 56°43'58" W FOR 43.23 FEET; THENCE S 63°17'33" W FOR 35.61 FEET; THENCE N 27°07'07" E FOR 26.20 FEET; THENCE N 14°42'10" W FOR 58.07 FEET; THENCE S 75°47'23" W FOR 60.29 FEET; THENCE S 57°15'02" W FOR 49.01 FEET; THENCE S 05°25'36" W FOR 31.42 FEET; THENCE S 55°20'02" W FOR 22.31 FEET; THENCE S 05°42'20" E FOR 37.65 FEET; THENCE S 50°56'30" W FOR 17.32 FEET; THENCE S 78°25'24" W FOR 75.32 FEET; THENCE S 15°29'26" W FOR 5.57 FEET; THENCE S 76°28'17" W FOR 51.13 FEET; THENCE S 82°02'09" W FOR 37.03 FEET; THENCE N 38°05'36" E FOR 64.60 FEET; THENCE N 51°54'24" W FOR 22.09 FEET; THENCE N 31°23'07" E FOR 18.46 FEET; THENCE N 66°32'33" E FOR 31.94 FEET; THENCE N 28°01'19" E FOR 85.73 FEET; THENCE S 77°49'57" W FOR 106.68 FEET; THENCE N 08°51'00" W FOR 14.61 FEET; THENCE N 89°40'53" W FOR 38.13 FEET; THENCE N 86°21'09" W FOR 72.94 FEET; THENCE N 74°47'24" W FOR 66.34 FEET; THENCE S 88°09'12" W FOR 204.68 FEET; THENCE S 79°48'33" W FOR 60.20 FEET; THENCE N 87°17'35" W FOR 91.54 FEET; THENCE S 19°10'43" W FOR 83.31 FEET; THENCE S 57°28'13" W FOR 24.86 FEET; THENCE N 32°58'19" W FOR 160.61 FEET; THENCE S 55°58'56" W FOR 198.37 FEET; THENCE S 39°21'24" E FOR 168.09 FEET; THENCE S 49°47'49" W FOR 46.33 FEET; THENCE S 02°54'14" W FOR 56.38 FEET; THENCE S 14°32'32" W FOR 70.83 FEET; THENCE S 24°18'06" W FOR 39.37 FEET; THENCE S 02°08'14" W FOR 121.80 FEET; THENCE S 07°11'42" E FOR 50.24 FEET; THENCE S 15°21'15" W FOR 40.48 FEET; THENCE S 05°17'36" E FOR 83.01 FEET; THENCE S 15°34'13" W FOR 42.02 FEET; THENCE S 03°03'48" W FOR 31.72 FEET; THENCE S 38°37'23" E FOR 28.11 FEET; THENCE S 06°01'08" E FOR 27.70 FEET; THENCE S 05°20'04" W FOR 84.09 FEET; THENCE S 01°50'22" E FOR 59.47 FEET; THENCE S 04°24'28" E FOR 146.48 FEET; THENCE S 27°26'21" W FOR 36.50 FEET; THENCE S 24°06'36" E FOR 35.33 FEET; THENCE S 13°10'22" E FOR 45.08 FEET; THENCE S 00°37'52" E FOR 45.56 FEET TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE S 89°22'06" W ALONG SAID SOUTH LINE FOR 25.53 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S 89°22'05" W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR 2,634.85 FEET TO THE POINT OF BEGINNING.

PARCEL DESCRIBED HEREIN CONTAINING 346.98 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 7, 2006;

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





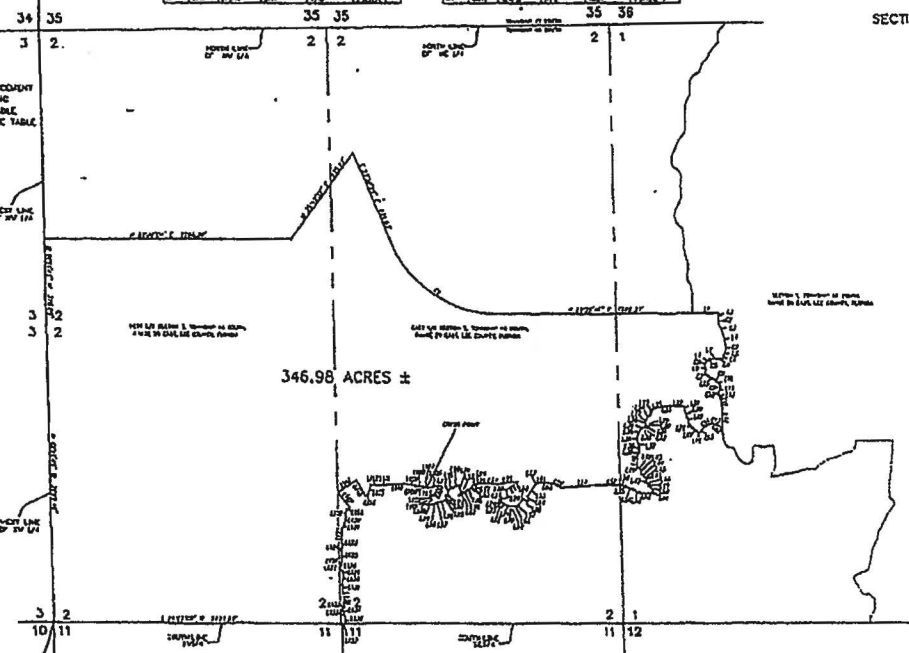
NOT TO SCALE

**LEGEND**  
 P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 LI LINE 1 OF LINE TABLE  
 CI CURVE 1 OF CURVE TABLE

LINE	FROM	TO	BEARING	DISTANCE
1	P.O.C.	P.O.B.	N 89° 55' 00" W	200.00
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59	...	...	...	...
60	...	...	...	...

LINE	FROM	TO	BEARING	DISTANCE
1	P.O.C.	P.O.B.	N 89° 55' 00" W	200.00
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**SKETCH TO ACCOMPANY DESCRIPTION**  
 OF A  
 PARCEL OF LAND  
 LYING IN  
 SECTIONS 1 & 2, TOWNSHIP 48 SOUTH, RANGE 20 EAST  
 LEE COUNTY, FLORIDA



LINE	FROM	TO	BEARING	DISTANCE
1	P.O.C.	P.O.B.	N 89° 55' 00" W	200.00
2	P.O.B.	...	...	...
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60	...	...	...	...

\*\*\*THIS IS NOT A SURVEY\*\*\*

*Richard M. Ritz*  
 RICHARD M. RITZ, R.L.S.  
 FLORIDA CERTIFICATION NO. 4005  
 -THIS SKETCH IS NOT VALID UNLESS IT BEARS THE  
 SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA  
 PROFESSIONAL SURVEYOR AND MAPPER  
 --PREPARED AUGUST 7, 2006

NOTES:  
 1) BEARINGS REFER TO THE WEST LINE OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 20 EAST, LEE COUNTY, FLORIDA, AS SHOWN ON SHEET 1. SEE SHEETS 1 THROUGH 7 FOR COMPLETE DESCRIPTION.

PREPARED BY:  
**Banks Engineering**  
 ENGINEERING, SURVEYING & LAND PLANNING  
 211 W. WASHINGTON ST. SUITE 200  
 TALLAHASSEE, FLORIDA 32301  
 (904) 944-1111  
 FLORIDA SURVEYING BUSINESS CERTIFICATION

**EXHIBIT "2" TO CONSENT: Plan of Dissolution**

**PLAN OF DISSOLUTION FOR  
BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT**

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of Beach Road Estates Community Development District (the "District").

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(9), Florida Statutes provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the local governmental entity that established the district.

4. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Legal Counsel has been retained by the District to provide legal services to the District ("District Counsel"). The District currently does not provide any community development services to the owners of lands within the boundaries of the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution and petition requesting dissolution to the City Council of the City of Bonita Springs, Florida ("the City"), Bonita Springs Associates I, LLLP will pay all outstanding District expenses, including among others invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

5. **ASSETS AND LIABILITIES.** The District owns no real property in fee simple. The District owns no infrastructure or other assets and has no debt or maintenance responsibilities.

6. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.**

A. All contractual obligations of the District shall be addressed as follows:

- (1) Except for those duties and obligations required of the District Counsel pursuant to this Plan of Dissolution, the District's agreement with the firm of Coleman, Yovanovich and Koester, PA to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Coleman, Yovanovich and Koester, P.A.
- (2) Except for those duties and obligations required of the District Manager pursuant to this Plan of Dissolution, the District's agreement with the firm of Wrathell, Hunt & Associates, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates.
- (3) Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other

pending District agreements by sending notice of termination to, and obtaining an appropriate release from, each of the contractors and/or consultants.

B. All revenue agreements with Bonita Springs Associates I, LLLP shall expire and be void upon final payment of all financial obligations of the District to any third party beneficiary, including any payments due to any other governmental entity, the District Manager and/or District Counsel resulting from the dissolution of the District.

7. **FINANCE.** Prior to submitting the resolution and related petition requesting dissolution to the City, Bonita Springs Associates I, LLLP will pay or fund all outstanding invoices or accounts of the District. In the event the District recovers any pre-paid premiums from canceled insurance policies, such premiums shall first be used to pay the outstanding invoices or accounts of the District and then, if all invoices or accounts of the District are settled with no amounts due or outstanding, any remaining money shall be returned to Bonita Springs Associates I, LLLP .

8. **NOTICE OF DISSOLUTION.** Following the adoption of an ordinance by the City to dissolve the District, District Counsel shall file a Notice of Dissolution of Beach Road Estates Community Development District in the Public Records of Lee County, Florida. A copy of the ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, Florida Statutes.

9. **MODIFICATION OF THE PLAN OF DISSOLUTION.** The District's Board of Supervisors may modify this Plan of Dissolution by Resolution prior to the effective date of any ordinance passed by the City dissolving the District.

10. **OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State by the District Manager. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the Florida Secretary of State as soon as is practicable after the dissolution of the District, in accord with this Plan of Dissolution.

11. **OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

**Exhibit B: Plan of Dissolution**

## EXHIBIT "B"

### PLAN OF DISSOLUTION FOR BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of Beach Road Estates Community Development District (the "District").

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(9), Florida Statutes provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the local governmental entity that established the district.

4. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Legal Counsel has been retained by the District to provide legal services to the District ("District Counsel"). The District currently does not provide any community development services to the owners of lands within the boundaries of the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution and petition requesting dissolution to the City Council of the City of Bonita Springs, Florida ("the City"), Bonita Springs Associates I, LLLP will pay all outstanding District expenses, including among others invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

5. **ASSETS AND LIABILITIES.** The District owns no real property in fee simple. The District owns no infrastructure or other assets and has no debt or maintenance responsibilities.

#### 6. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.**

A. All contractual obligations of the District shall be addressed as follows:

- (1) Except for those duties and obligations required of the District Counsel pursuant to this Plan of Dissolution, the District's agreement with the firm of Coleman, Yovanovich and Koester, PA to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Coleman, Yovanovich and Koester, P.A.
- (2) Except for those duties and obligations required of the District Manager pursuant to this Plan of Dissolution, the District's agreement with the firm of Wrathell, Hunt & Associates, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates.
- (3) Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other

pending District agreements by sending notice of termination to, and obtaining an appropriate release from, each of the contractors and/or consultants.

B. All revenue agreements with Bonita Springs Associates I, LLLP shall expire and be void upon final payment of all financial obligations of the District to any third party beneficiary, including any payments due to any other governmental entity, the District Manager and/or District Counsel resulting from the dissolution of the District.

7. **FINANCE.** Prior to submitting the resolution and related petition requesting dissolution to the City, Bonita Springs Associates I, LLLP will pay or fund all outstanding invoices or accounts of the District. In the event the District recovers any pre-paid premiums from canceled insurance policies, such premiums shall first be used to pay the outstanding invoices or accounts of the District and then, if all invoices or accounts of the District are settled with no amounts due or outstanding, any remaining money shall be returned to Bonita Springs Associates I, LLLP .

8. **NOTICE OF DISSOLUTION.** Following the adoption of an ordinance by the City to dissolve the District, District Counsel shall file a Notice of Dissolution of Beach Road Estates Community Development District in the Public Records of Lee County, Florida. A copy of the ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, Florida Statutes.

9. **MODIFICATION OF THE PLAN OF DISSOLUTION.** The District's Board of Supervisors may modify this Plan of Dissolution by Resolution prior to the effective date of any ordinance passed by the City dissolving the District.

10. **OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State by the District Manager. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the Florida Secretary of State as soon as is practicable after the dissolution of the District, in accord with this Plan of Dissolution.

11. **OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

**Exhibit C: Form Notice of Dissolution**



Return Recorded instrument to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail N., Ste. 300  
Naples, FL 34103

**EXHIBIT "C"**

**NOTICE OF DISSOLUTION OF  
BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT**

NOTICE IS HEREBY GIVEN that on October 21, 2016, the Board of Supervisors of Beach Road Estates Community Development District adopted Resolution 2017-1 requesting that the City Council of the City of Bonita Springs, Florida (the "City") dissolve Beach Road Estates Community Development District (the "District") pursuant to Section 190.046(9), Florida Statutes. The District was established on February 20, 2008 pursuant to Ordinance 08-04 of the City Council of the City of Bonita Springs, Florida. On \_\_\_\_\_, 2016, the City Council of the City of Bonita Springs, Florida adopted Ordinance 20\_\_ - \_\_\_\_\_ providing for the dissolution of the District and approving a Plan of Dissolution for the District. The legal description of the now dissolved Beach Road Estates Community Development District is set forth on Exhibit "A" attached hereto and made a part hereof. This Notice of Dissolution is being recorded in accordance with the approved Plan of Dissolution.

BEACH ROAD ESTATES COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_

Gregory L. Urbancic,  
Attorney for Beach Road Estates  
Community Development District

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNT OF COLLIER

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ of \_\_\_\_\_, 2016, by GREGORY L. URBANCIC, ATTORNEY FOR BEACH ROAD ESTATES COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government organized and existing under the laws of the State of Florida, who is personally known to me.

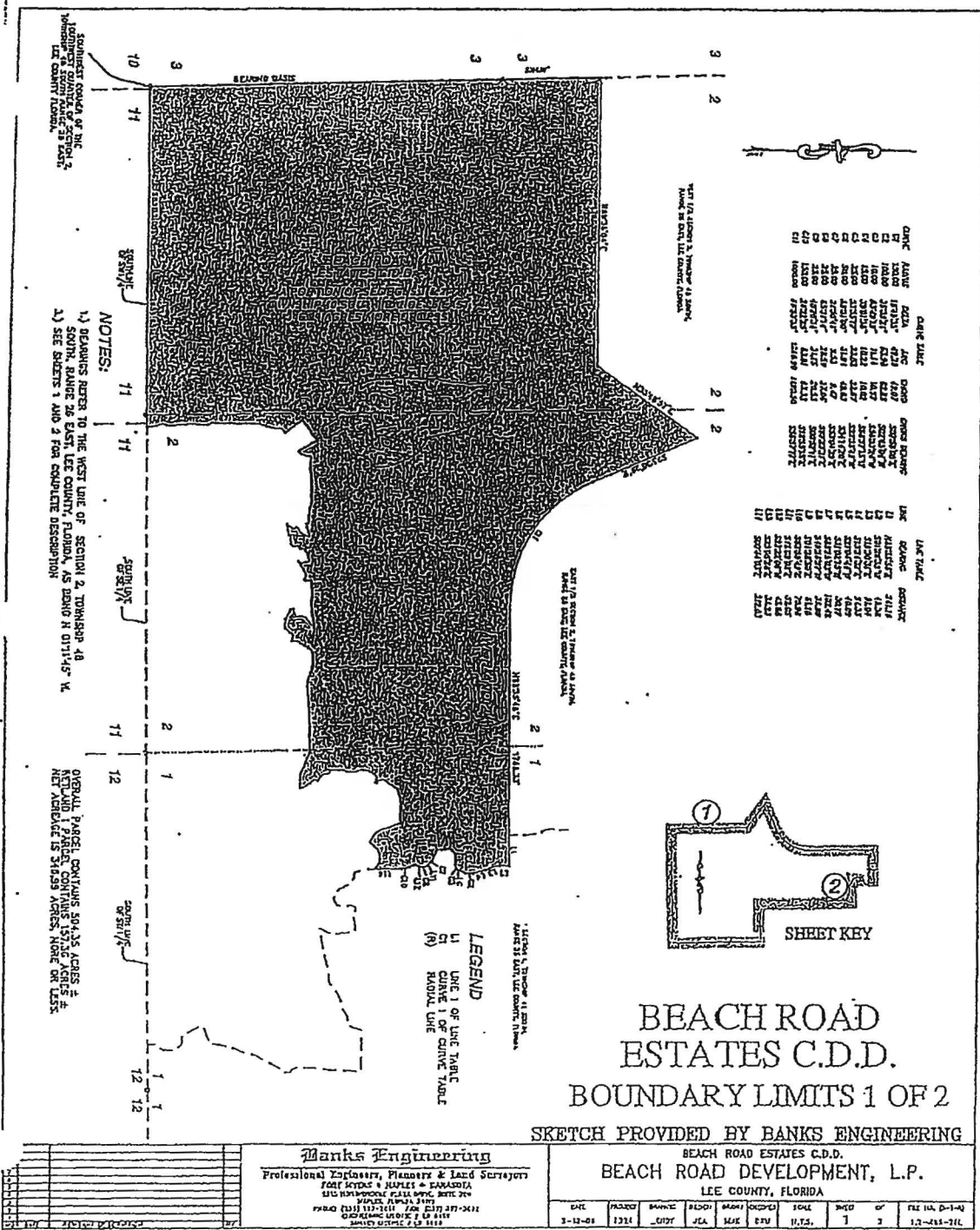
\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

# EXHIBIT A: LEGAL DESCRIPTION

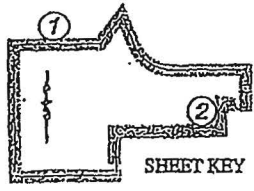


**CURVE DATA**

LINE	BEARING	ANGLE	CHORD	CHORD BEARING
C1	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
C2	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
C3	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
C4	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
C5	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
C6	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
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C68	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
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C70	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
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C92	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
C93	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
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C95	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
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C97	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
C98	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
C99	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"
C100	S 17° 12' 45.00\"	172.871	100.000	S 17° 12' 45.00\"

**NOTES:**  
 1.) BEARINGS REFER TO THE WEST LINE OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N 01°14'5\"/>

OVERALL PARCEL CONTAINS 504.35 ACRES ±  
 RETURNED 1 PARCEL CONTAINS 157.26 ACRES ±  
 NET AVAILABLE IS 347.09 ACRES, MORE OR LESS.



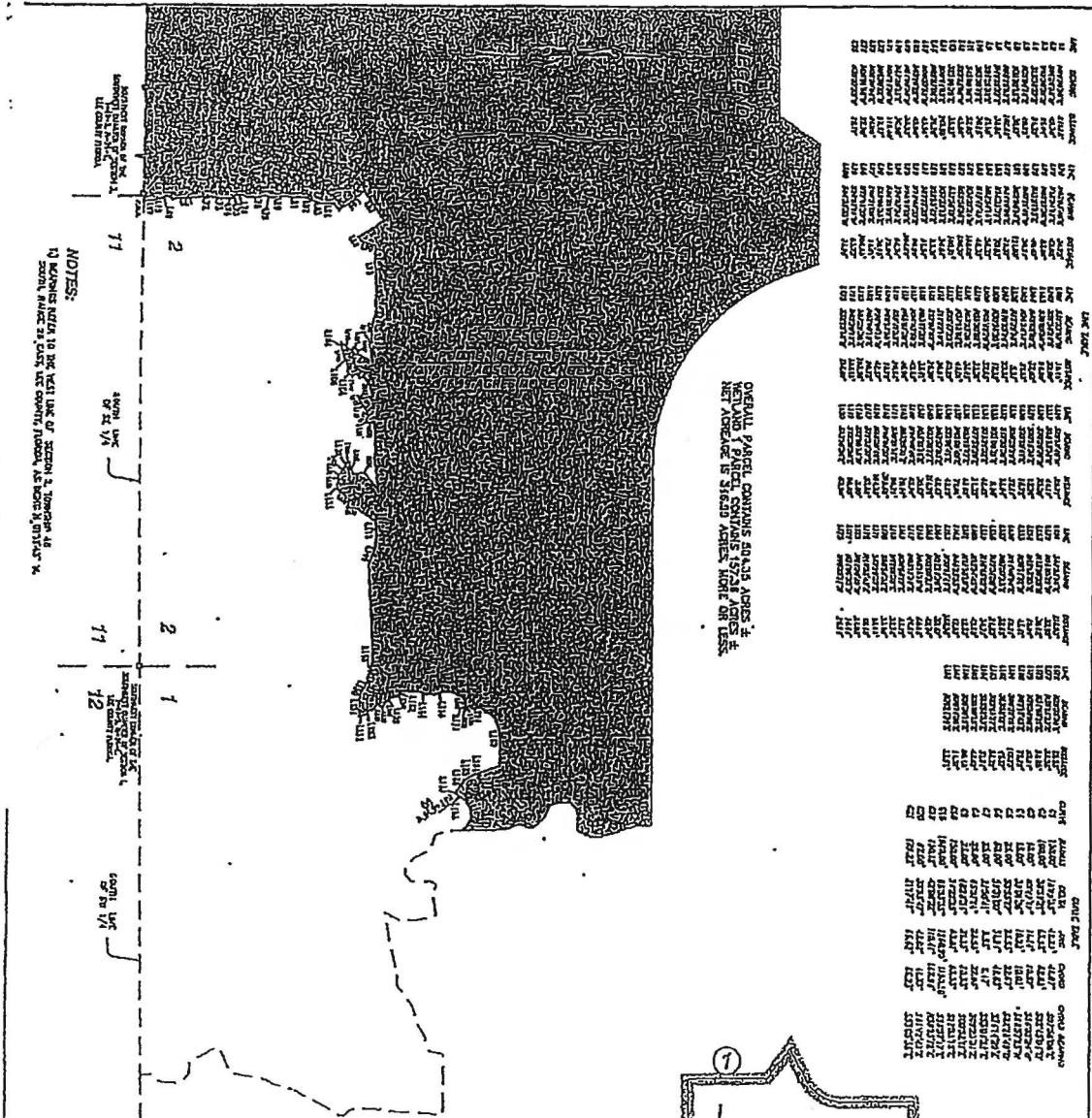
## BEACH ROAD ESTATES C.D.D. BOUNDARY LIMITS 1 OF 2

SKETCH PROVIDED BY BANKS ENGINEERING

**Manks Engineering**  
 Professional Engineer, Planner & Land Surveyor  
 1001 S.W. 11th St., Ft. Lauderdale, FL 33304  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112  
 Email: info@mankseng.com

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

DATE	PROJECT	DATE	BY	SCALE	DATE	BY	SCALE	FILE NO.
11-11-11	BEACH ROAD	11/11/11	JEL	AS SHOWN	11/11/11	JEL	AS SHOWN	11-11-11



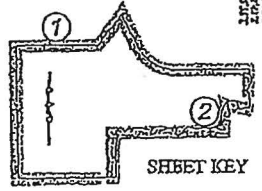
**NOTES:**  
 1) BEACH ROAD TO THE WEST LINE OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 23 EAST, SEC 10 TO 13, 15, 16, 17, 18 & 19, T14S R23E S10-19-18-19E

OVERALL PARCEL CONTAINS 61.28 ACRES ±  
 INCLUDING 1.00 ACRES ± OF  
 NET ACREAGE IS 59.28 ACRES ±

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# BEACH ROAD ESTATES C.D.D.

## BOUNDARY LIMITS 2 OF 2



SKETCH PROVIDED BY BANKS ENGINEERING

NO.	DATE	DESCRIPTION
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10		

**Banks Engineering**  
 Professional Engineers, Planners & Land Surveyors  
 FORT MYERS • NAPLES • SARASOTA  
 315 RIVERSIDE PALM BLVD. SUITE 200  
 NAPLES, FLORIDA 34102  
 PHONE (813) 941-1111 FAX (813) 941-1141  
 COMPUTER GENERATED BY THE SOFTWARE  
 COMPANY BANKS ENGINEERING

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

DATE	PROJECT	SURVEY	SCALE	DATE	SCALE	SHEET	OF	TOTAL SHEETS
5-11-88	1224	1:1"	1:1"	JEA	1:1"	2	2	17

# Banks Engineering

Professional Engineers, Planners & Land Surveyors  
2515 Northbrooke Plaza Drive - Suite 200  
Naples, Florida 34119  
(239) 597-2061  
Fax (239) 597-3082

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

(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 SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 01°11'45" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 FOR 2,692.40 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N 01°11'45" W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 FOR 778.05 FEET; THENCE N 89°36'04" E FOR 2,258.30 FEET; THENCE N 35°48'57" E FOR 970.47 FEET; THENCE S 23°30'29" E FOR 881.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,080.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°53'34" FOR 1,260.90 FEET; THENCE N 89°35'46" E FOR 1,786.33 FEET; THENCE N 89°36'56" E FOR 241.16 FEET; THENCE S 01°26'39" W FOR 49.38 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'36" FOR 49.29 FEET; THENCE S 19°20'31" E FOR 91.04 FEET; THENCE S 15°34'37" E FOR 94.35 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°39'21" FOR 63.98 FEET; THENCE S 21°04'44" W FOR 40.89 FEET; THENCE S 31°02'15" W FOR 30.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 65°21'16" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°49'19" FOR 11.14 FEET; THENCE S 88°28'03" W FOR 102.48 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°01'36" FOR 10.22 FEET; THENCE S 49°26'27" W FOR 38.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°55'17" FOR 23.53 FEET; THENCE S 04°28'50" E FOR 61.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°31'00" FOR 51.94 FEET; THENCE S 63°59'49" E FOR 70.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°50'41" FOR 9.53 FEET; THENCE S 42°09'08" E

SHEET 1 OF 4

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

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

FOR 52.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°31'14" FOR 28.59 FEET; THENCE S 23°22'06" W FOR 45.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°28'34" FOR 21.15 FEET; THENCE S 25°06'28" E FOR 35.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'25" FOR 63.81 FEET; THENCE S 00°44'03" E FOR 212.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 179.22 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 47°32'58" E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°17'49" FOR 66.62 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 67.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°55'47" FOR 42.02 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 150.12 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°08'22" FOR 110.41 FEET; THENCE S 31°24'59" W FOR 25.94 FEET; THENCE S 78°14'39" W FOR 14.32 FEET; THENCE N 55°39'16" W FOR 80.48 FEET; THENCE N 32°07'15" W FOR 47.62 FEET; THENCE N 15°52'53" W FOR 51.84 FEET; THENCE N 23°48'27" W FOR 58.79 FEET; THENCE N 13°52'12" W FOR 45.17 FEET; THENCE N 88°37'46" W FOR 117.73 FEET; THENCE S 87°16'43" W FOR 72.99 FEET; THENCE S 71°30'08" W FOR 87.94 FEET; THENCE S 34°40'21" W FOR 60.05 FEET; THENCE S 35°15'23" W FOR 59.35 FEET; THENCE S 20°35'38" W FOR 12.53 FEET; THENCE S 00°29'11" E FOR 26.64 FEET; THENCE S 34°00'35" E FOR 14.44 FEET; THENCE S 64°30'39" E FOR 24.03 FEET; THENCE S 40°35'43" W FOR 12.40 FEET; THENCE N 67°29'37" W FOR 18.65 FEET; THENCE N 88°58'32" W FOR 23.08 FEET; THENCE S 61°01'36" W FOR 22.78 FEET; THENCE S 30°08'17" W FOR 65.71 FEET; THENCE S 05°19'56" W FOR 46.89 FEET; THENCE S 16°18'10" E FOR 60.68 FEET; THENCE S 02°00'23" W FOR 42.74 FEET; THENCE S 21°26'26" W FOR 33.47 FEET; THENCE S 00°47'46" W FOR 108.96 FEET; THENCE S 68°25'53" E FOR 17.69 FEET; THENCE S 49°18'10" E FOR 12.73 FEET; THENCE S 13°24'45" E FOR 43.68 FEET; THENCE S 46°45'02" E FOR 34.71 FEET; THENCE S 67°31'00" E FOR 24.83 FEET; THENCE S 07°57'23" W FOR 22.66 FEET; THENCE S 44°46'04" W FOR 17.24 FEET; THENCE S 56°14'12" E FOR 45.41 FEET; THENCE S 15°15'53" W FOR 10.86 FEET; THENCE S 45°10'25" E FOR 39.62 FEET; THENCE S 14°03'10" E FOR 33.10 FEET; THENCE N 89°55'16" W FOR 116.93 FEET; THENCE N 63°18'36" W FOR 63.98 FEET; THENCE N 72°38'50" W FOR 80.89 FEET; THENCE N 12°08'18" E FOR 5.00 FEET; THENCE N 79°35'37" W FOR 53.89 FEET; THENCE S 88°59'48" W FOR 164.39 FEET; THENCE S 86°44'27" W FOR 379.68 FEET; THENCE N 70°21'11" W FOR 98.29 FEET; THENCE N 83°25'51" W FOR 70.94 FEET; THENCE S 84°40'46" W FOR 62.90 FEET; THENCE S 55°41'18" W FOR 30.67 FEET; THENCE S 33°38'12" W FOR 114.26 FEET; THENCE S 03°57'03" W FOR 42.43 FEET; THENCE N 73°01'41" W FOR 42.10 FEET; THENCE S 42°09'45" W FOR 71.81 FEET; THENCE S 53°19'47" W FOR 15.02 FEET; THENCE S 77°52'29" W FOR 24.33 FEET; THENCE N 75°21'32" W FOR 46.45 FEET; THENCE S 35°08'21" W FOR 9.80 FEET; THENCE N 47°55'36" W FOR 12.64 FEET; THENCE N 58°22'29" W FOR 52.16 FEET; THENCE N 75°10'41" W FOR 16.72 FEET; THENCE N 30°16'30" W FOR 17.26 FEET; THENCE N 70°20'36" E FOR 73.30 FEET; THENCE N 09°13'56" W FOR 44.10 FEET; THENCE N 19°19'48" E FOR 25.77 FEET; THENCE N 52°19'18" E FOR 114.87 FEET; THENCE

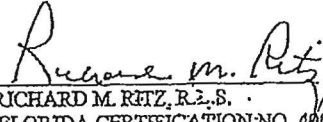
S 82°20'12" W FOR 185.19 FEET; THENCE N 87°29'38" W FOR 103.58 FEET; THENCE S 83°48'10" W FOR 98.72 FEET; THENCE S 02°40'19" E FOR 42.57 FEET; THENCE S 66°13'58" W FOR 11.78 FEET; THENCE N 59°41'23" W FOR 29.68 FEET; THENCE S 65°01'20" W FOR 46.06 FEET; THENCE S 56°43'58" W FOR 43.23 FEET; THENCE S 63°17'33" W FOR 35.61 FEET; THENCE N 27°07'07" E FOR 26.20 FEET; THENCE N 14°42'10" W FOR 58.07 FEET; THENCE S 75°47'23" W FOR 60.29 FEET; THENCE S 57°15'02" W FOR 49.01 FEET; THENCE S 05°25'36" W FOR 31.42 FEET; THENCE S 55°20'02" W FOR 22.31 FEET; THENCE S 05°42'20" E FOR 37.65 FEET; THENCE S 50°56'30" W FOR 17.32 FEET; THENCE S 78°25'24" W FOR 75.32 FEET; THENCE S 15°29'26" W FOR 5.57 FEET; THENCE S 76°28'17" W FOR 51.13 FEET; THENCE S 82°02'09" W FOR 37.03 FEET; THENCE N 38°05'36" E FOR 64.60 FEET; THENCE N 51°54'24" W FOR 22.09 FEET; THENCE N 31°23'07" E FOR 18.46 FEET; THENCE N 66°32'33" E FOR 31.94 FEET; THENCE N 28°01'19" E FOR 85.73 FEET; THENCE S 77°49'57" W FOR 106.68 FEET; THENCE N 08°51'00" W FOR 14.61 FEET; THENCE N 89°40'53" W FOR 38.13 FEET; THENCE N 86°21'09" W FOR 72.94 FEET; THENCE N 74°47'24" W FOR 66.34 FEET; THENCE S 88°09'12" W FOR 204.68 FEET; THENCE S 79°48'33" W FOR 60.20 FEET; THENCE N 87°17'35" W FOR 91.54 FEET; THENCE S 19°10'43" W FOR 83.31 FEET; THENCE S 57°28'13" W FOR 24.86 FEET; THENCE N 32°58'19" W FOR 160.61 FEET; THENCE S 55°58'56" W FOR 198.37 FEET; THENCE S 39°21'24" E FOR 168.09 FEET; THENCE S 49°47'49" W FOR 46.33 FEET; THENCE S 02°54'14" W FOR 56.38 FEET; THENCE S 14°32'32" W FOR 70.83 FEET; THENCE S 24°18'06" W FOR 39.37 FEET; THENCE S 02°08'14" W FOR 121.80 FEET; THENCE S 07°11'42" E FOR 50.24 FEET; THENCE S 15°21'15" W FOR 40.48 FEET; THENCE S 05°17'36" E FOR 83.01 FEET; THENCE S 15°34'13" W FOR 42.02 FEET; THENCE S 03°03'48" W FOR 31.72 FEET; THENCE S 38°37'23" E FOR 28.11 FEET; THENCE S 06°01'08" E FOR 27.70 FEET; THENCE S 05°20'04" W FOR 84.09 FEET; THENCE S 01°50'22" E FOR 59.47 FEET; THENCE S 04°24'28" E FOR 146.48 FEET; THENCE S 27°26'21" W FOR 36.50 FEET; THENCE S 24°06'36" E FOR 35.33 FEET; THENCE S 13°10'22" E FOR 45.08 FEET; THENCE S 00°37'52" E FOR 45.56 FEET TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE S 89°22'06" W ALONG SAID SOUTH LINE FOR 25.53 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S 89°22'05" W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR 2,634.85 FEET TO THE POINT OF BEGINNING.

PARCEL DESCRIBED HEREIN CONTAINING 346.98 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 7, 2006;

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





NOT TO SCALE

**LEGEND**  
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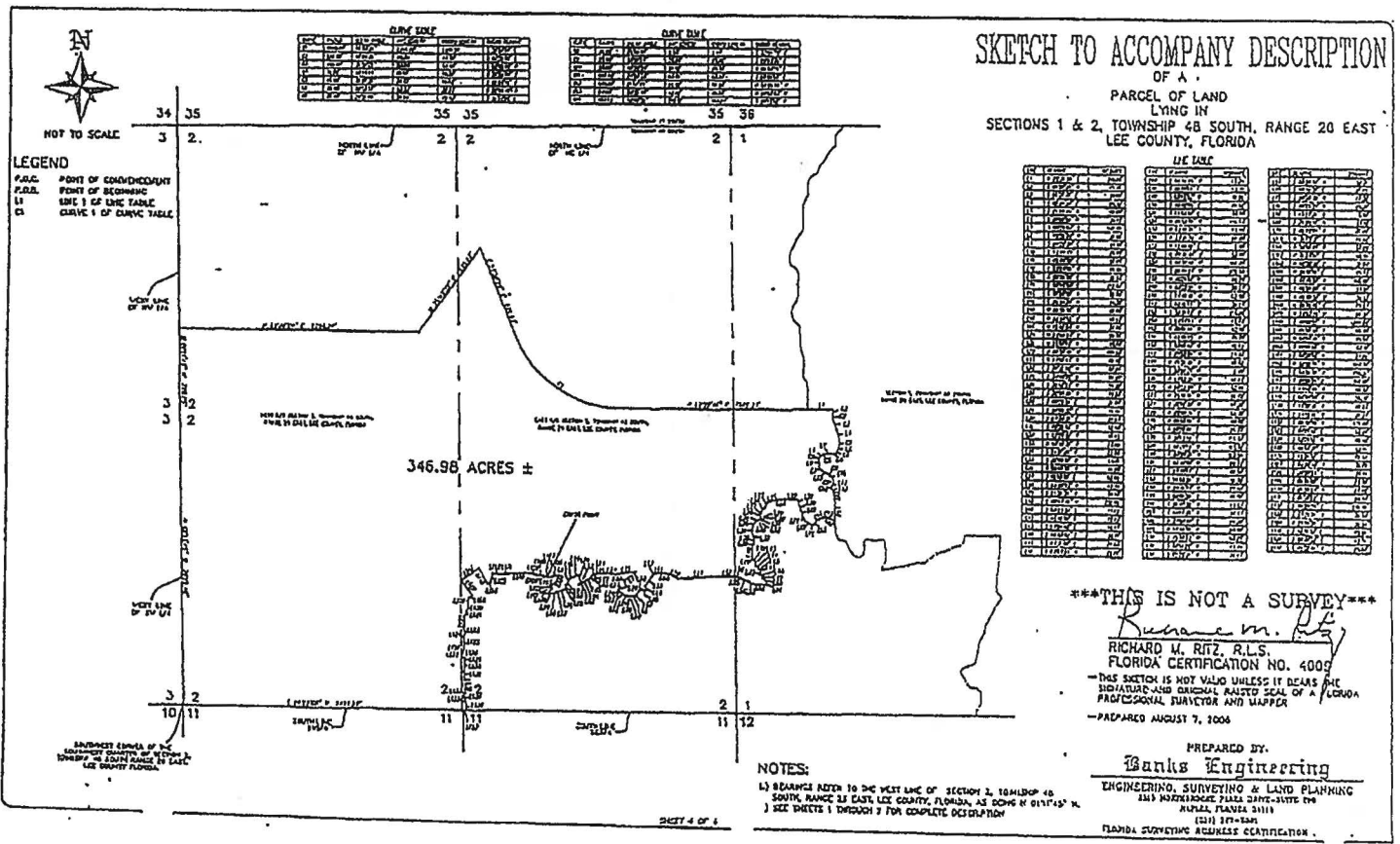
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**SKETCH TO ACCOMPANY DESCRIPTION**  
 OF A  
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 LYING IN  
 SECTIONS 1 & 2, TOWNSHIP 48 SOUTH, RANGE 20 EAST  
 LEE COUNTY, FLORIDA



**ADJACENT**

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**\*\*\*THIS IS NOT A SURVEY\*\*\***  
*Richard M. Ritz*  
 RICHARD M. RITZ, R.L.S.  
 FLORIDA CERTIFICATION NO. 4009  
 -THIS SKETCH IS NOT VALID UNLESS IT BEARS THE  
 SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA  
 PROFESSIONAL SURVEYOR AND MAPPER  
 -PREPARED AUGUST 7, 2006

PREPARED BY:  
**Banks Engineering**  
 ENGINEERING, SURVEYING & LAND PLANNING  
 2813 WINTERBROOK PARK DRIVE-SUITE 170  
 AURORA, FLORIDA 31711  
 (521) 371-2244  
 FLORIDA SURVEYING ADDRESS CERTIFICATION

**NOTES:**  
 1) BEARING REFER TO THE WEST LINE OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 20 EAST, LEE COUNTY, FLORIDA, AS BOUND BY 011743' N.  
 2) SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTION



*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 2<sup>nd</sup> 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](mailto: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@cvklawfirm.com](mailto:gurbancic@cvklawfirm.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](mailto: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](mailto: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](mailto: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@hgsllaw.com](mailto:JenK@hgsllaw.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](mailto: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.

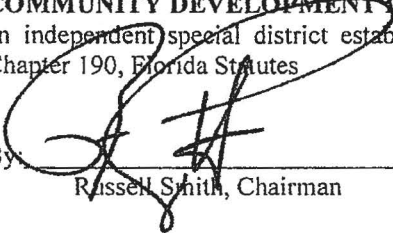
*(Remainder of Page Intentionally Left Blank - Signatures Begin on Next Page)*



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

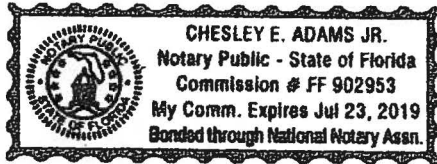
By:   
Russell Smith, Chairman

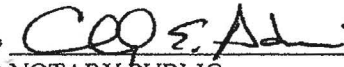
ATTEST:  
  
Secretary/Assistant Secretary

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:

*Johnny Vanipston*  
Secretary/Assistant Secretary

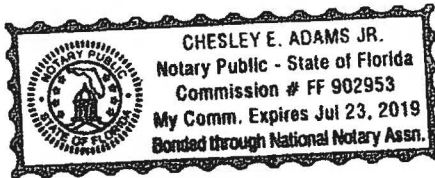
By: \_\_\_\_\_

*[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

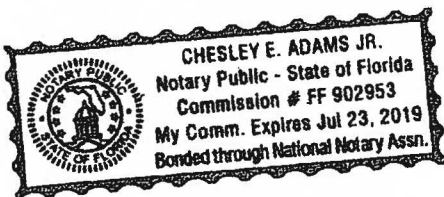
ATTEST: [Signature]  
Secretary/Assistant Secretary

By: [Signature]  
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)



[Signature]  
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

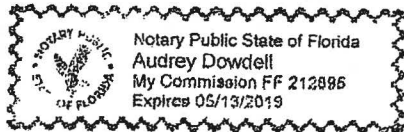
CHRIS HORACE  
Print Name: CHRIS HORACE

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.

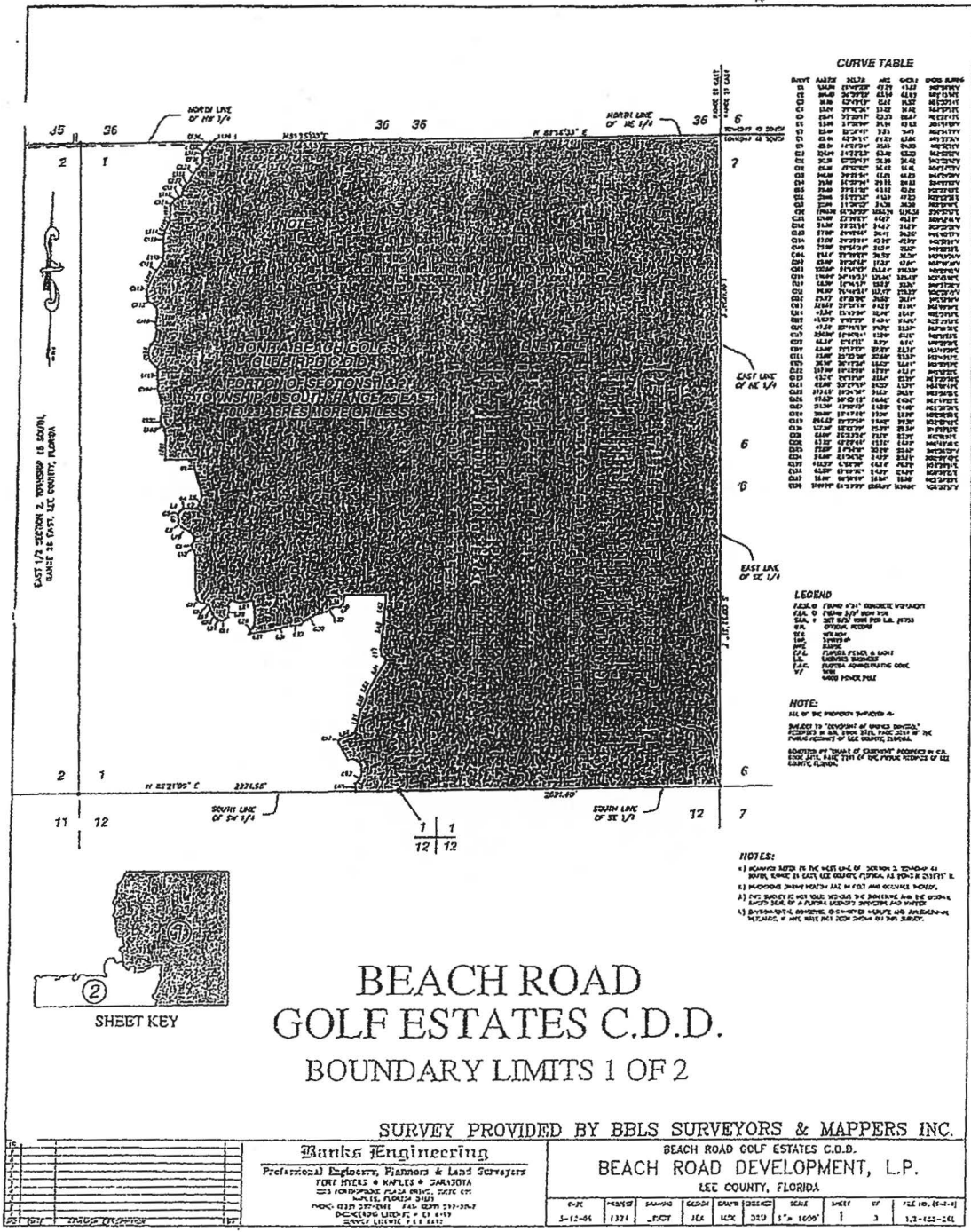
(SEAL)



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

**EXHIBIT "A"**  
**BRGE Boundaries**

# EXHIBIT A: LEGAL DESCRIPTION



### CURVE TABLE

NO.	BEV'T	ANGLE	RADIUS	CHORD	CHORD BEARS
01	100.00	90.00	100.00	141.42	100.00
02	100.00	90.00	100.00	141.42	100.00
03	100.00	90.00	100.00	141.42	100.00
04	100.00	90.00	100.00	141.42	100.00
05	100.00	90.00	100.00	141.42	100.00
06	100.00	90.00	100.00	141.42	100.00
07	100.00	90.00	100.00	141.42	100.00
08	100.00	90.00	100.00	141.42	100.00
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19	100.00	90.00	100.00	141.42	100.00
20	100.00	90.00	100.00	141.42	100.00
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22	100.00	90.00	100.00	141.42	100.00
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### LEGEND

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### NOTE:

ALL OF THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF BANKS ENGINEERING, PLANNERS & LAND SURVEYORS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND DATE SPECIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF BANKS ENGINEERING, PLANNERS & LAND SURVEYORS, INC. IS STRICTLY PROHIBITED.

### NOTES:

- 1) SHOWN AS PER THE WEST LINE OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA.
- 2) SHOWN AS PER THE WEST LINE OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA.
- 3) SHOWN AS PER THE WEST LINE OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA.
- 4) SHOWN AS PER THE WEST LINE OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA.
- 5) SHOWN AS PER THE WEST LINE OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA.

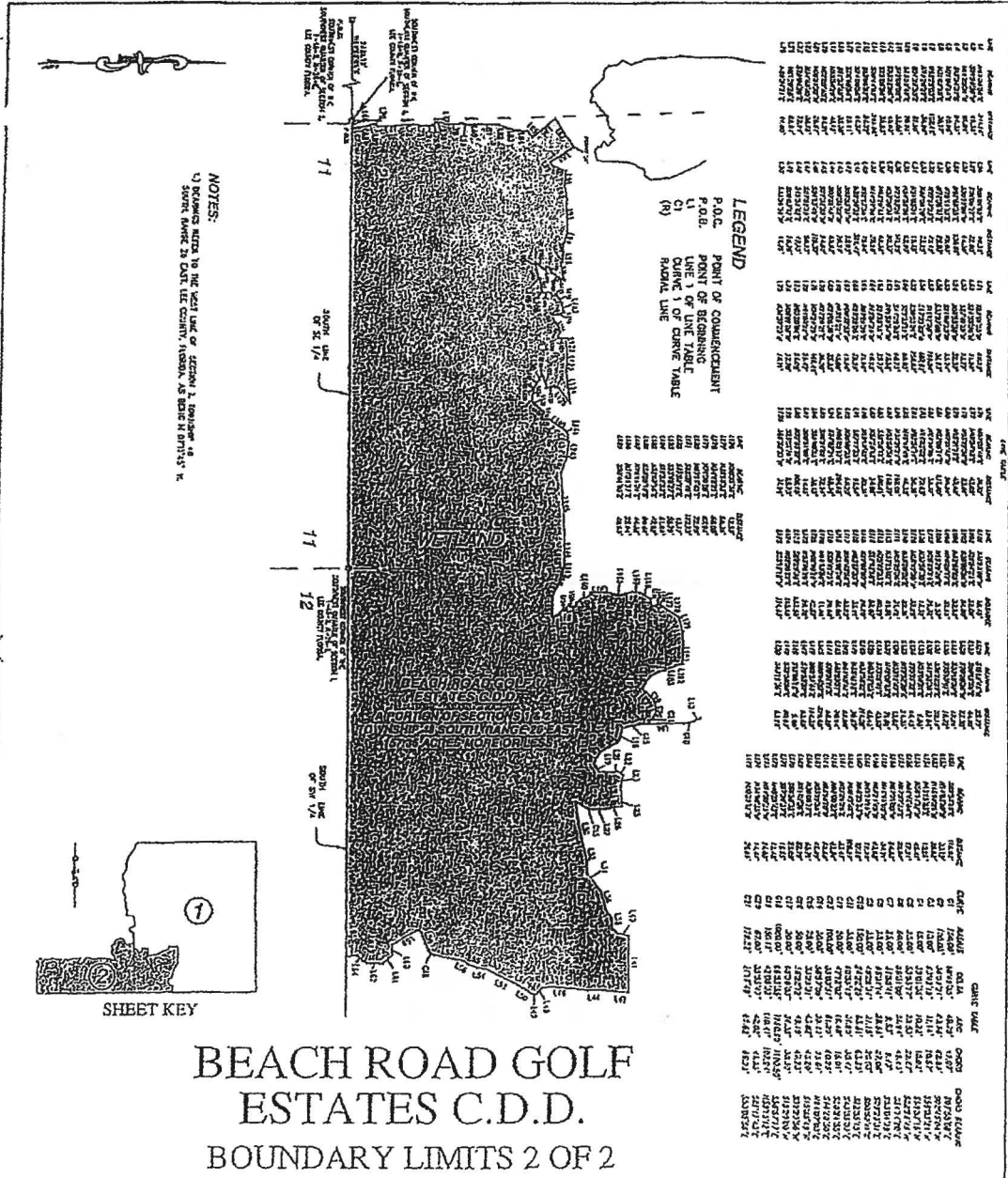
## BEACH ROAD GOLF ESTATES C.D.D. BOUNDARY LIMITS 1 OF 2

SURVEY PROVIDED BY BLS SURVEYORS & MAPPERS INC.

**Banks Engineering**  
 Professional Engineers, Planners & Land Surveyors  
 FORT MYERS • NAPLES • SARASOTA  
 123 CORPORATE PLAZA DRIVE, SUITE 100  
 NAPLES, FLORIDA 34101  
 PHONE: (813) 371-0901 FAX: (813) 371-3927  
 REGISTERED LICENSE NO. 11-111  
 SERVICE LICENSE NO. 11-111

DATE	PROJECT	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO.
5-12-04	1121	RECT	JEA	1/4" = 100'	1	3	11-1121-04-1

NO.	DATE	DESCRIPTION
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# BEACH ROAD GOLF ESTATES C.D.D. BOUNDARY LIMITS 2 OF 2

SKETCH PROVIDED BY BANKS ENGINEERING


**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
TERRY KINGS & HARLES W. BARUCHO  
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DADE COUNTY, FLORIDA 33157  
PH: (305) 351-1001 FAX: (305) 351-3502  
POMEROY LANDING / #9 8145  
PUNNY HOLLOW / #18 1070

DATE	11/28/21	PROJECT	BEACH ROAD GOLF ESTATES C.D.D.	SCALE	AS SHOWN
DRAWN BY	TERRY KINGS	CHECKED BY	HARLES W. BARUCHO	SHEET NO.	2
<b>BEACH ROAD GOLF ESTATES C.D.D.</b> <b>BEACH ROAD DEVELOPMENT, L.P.</b> LEE COUNTY, FLORIDA					

# Banks Engineering

Professional Engineers, Planners & Land Surveyors  
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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  
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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 FBET;  
THENCE N 82°20'12" E FOR 185.19 FEET; THENCE S 52°19'18" W FOR 114.87 FBET;  
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 FBET; 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  
FBET; 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 FBET;  
THENCE N 46°45'02" W FOR 34.71 FBET; 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 FBET;  
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 FBET;  
THENCE S 67°29'37" E FOR 18.65 FEET; THENCE N 40°35'43" E FOR 12.40 FBET;  
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 FBET;  
THENCE N 35°15'23" E FOR 59.35 FBET; THENCE N 34°40'21" E FOR 60.05 FBET;  
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 FBET;  
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;

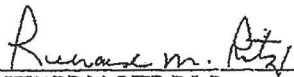
THENCE S 00°52'31" E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER FOR  
2,712.07 FEET TO THE POINT OF BEGINNING.

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, LEB 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.

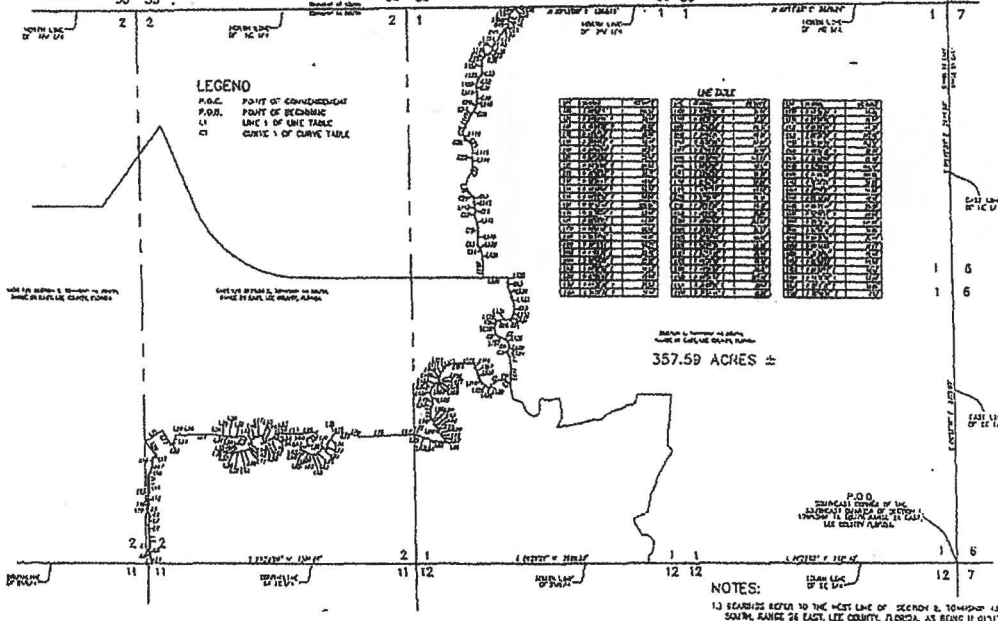
  
RICHARD M. RITZ, R.L.S.  
FLORIDA CERTIFICATION NO. 4009



NOT TO SCALE

CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA	
STATION	CHORD BEARING	STATION	CHORD BEARING	STATION	CHORD BEARING	STATION	CHORD BEARING	STATION	CHORD BEARING	STATION	CHORD BEARING
35+00	270° 00' 00"	35+00	270° 00' 00"	35+00	270° 00' 00"	35+00	270° 00' 00"	35+00	270° 00' 00"	35+00	270° 00' 00"

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



LEGEND  
 P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 CH. CHORDS OF CURVE TABLE  
 CR. CURVES OF CURVE TABLE

CURVE DATA		CURVE DATA		CURVE DATA	
STATION	CHORD BEARING	STATION	CHORD BEARING	STATION	CHORD BEARING
35+00	270° 00' 00"	35+00	270° 00' 00"	35+00	270° 00' 00"

CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA	
STATION	CHORD BEARING	STATION	CHORD BEARING	STATION	CHORD BEARING	STATION	CHORD BEARING
35+00	270° 00' 00"	35+00	270° 00' 00"	35+00	270° 00' 00"	35+00	270° 00' 00"

357.59 ACRES ±

THIS IS NOT A SURVEY  
 RICHARD H. RITZ, R.L.S.  
 FLORIDA CERTIFICATION NO. 4009  
 THIS SKETCH IS NOT VALID UNLESS IT BEARS THE  
 SIGNATURE AND ORIGINAL RAISED SEAL OF A  
 PROFESSIONAL SURVEYOR AND APPROX.  
 PREPARED AUGUST 4, 2000

PREPARED BY:  
**Barks Engineering**  
 ENGINEERING, SURVEYING & LAND PLANNING  
 2118 WASHINGTON BLVD. SUITE 100  
 ANN ARBOR, MICHIGAN 48106  
 (734) 981-2511  
 FLORIDA SURVEYING ENGINEER CERTIFICATION NO. 6598

NOTES:  
 1) BEARINGS REFER TO THE WEST LINE OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BUNG II 0111'01" W.  
 2) SEE SHEETS 1 THROUGH 7 FOR COMPLETE DESCRIPTION

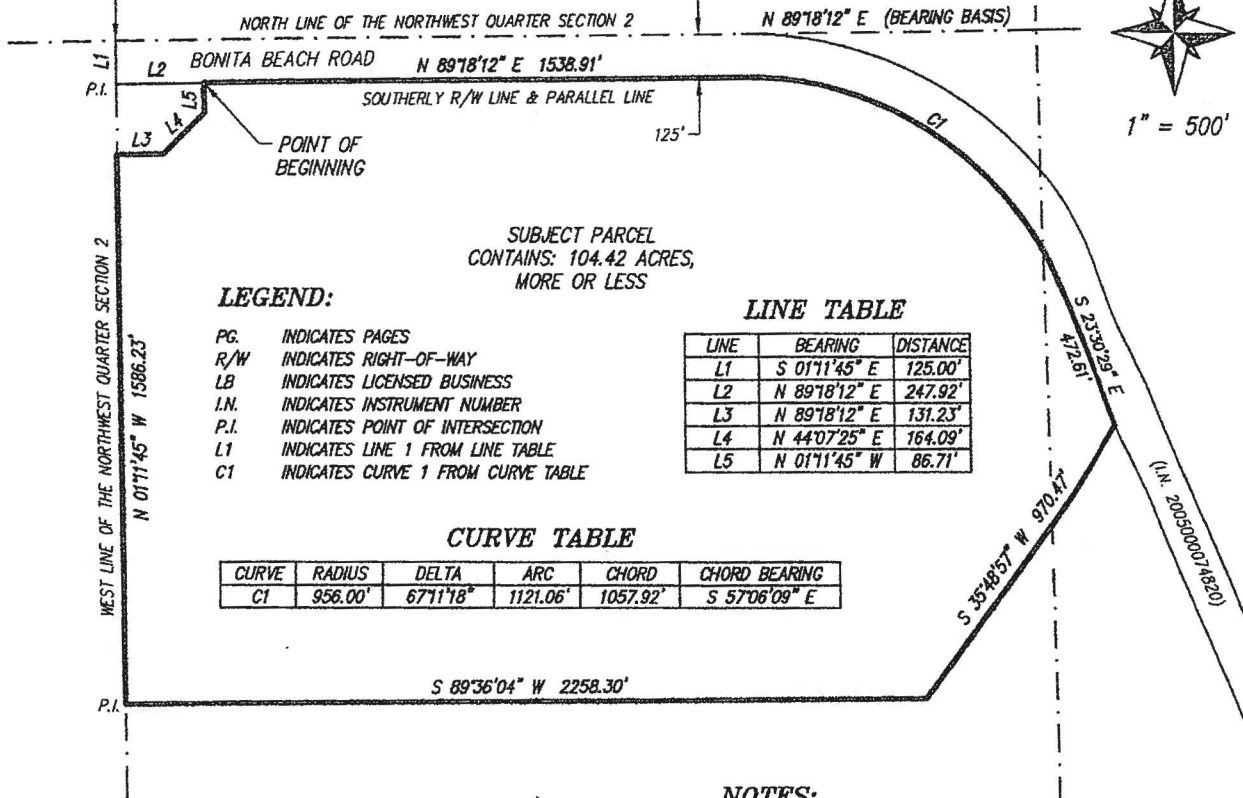
**EXHIBIT "B"**  
**BL Boundaries**



# 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.

S:\Jobs\13xx\1324L\Surveying\Descriptions\EBBR CDD\1324\_BONITA LANDING CDD BNDY.dwg

**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 HAD 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 BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**BANKS ENGINEERING**

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ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

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LEGAL DESCRIPTION AND SKETCH  
**BONITA LANDING**  
LEE COUNTY, FLORIDA

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



**EXHIBIT "C"**  
**EBBR Boundaries**



LEGAL DESCRIPTION  
EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT

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 2,631.64 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 16.88 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 421.99 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°41'57"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 63.21 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°48'45", 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°55'51"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 59°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 21.51 FEET; THENCE S.51°59'47"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 16.85 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°23'58", A CHORD BEARING OF S.12°45'47"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.06°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°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 12.48 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°48'56", 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 26.00 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°25'45"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 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°05'37"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 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 41 SOUTH, RANGE 26 EAST,  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

(AS RECORDED IN INSTRUMENT NUMBER 2005000070019)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 1 AND 2, TOWNSHIP 41 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 26 EAST; THENCE N.89°18'12"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1787.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°18'12"E., ALONG SAID NORTH LINE A DISTANCE OF 843.12 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N.89°19'10"E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2429.54 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N.89°19'00"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1462.89 FEET; THENCE S60°41'40"E., A DISTANCE OF 7.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1600 FEET, A CENTRAL ANGLE OF 60°18'20", A CHORD BEARING OF S29°24'25"W., AND A CHORD LENGTH OF 1600 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 10.50 FEET, A CENTRAL ANGLE OF 17°08'57", A CHORD BEARING OF S29°59'21"W., AND A CHORD LENGTH OF 24.80 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 471.99 FEET, A CENTRAL ANGLE OF 06°20'50", A CHORD BEARING OF S31°23'14"W., AND A CHORD LENGTH OF 46.74 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 54.00 FEET, A CENTRAL ANGLE OF 24°39'12", A CHORD BEARING OF S22°58'43"W., AND A CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.65 FEET TO THE END OF SAID CURVE; THENCE S 80°41'37"W., A DISTANCE OF 1605 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 61°35'28"E., AND A CHORD LENGTH OF 32.62 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 32.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 61.21 FEET, A CENTRAL ANGLE OF 48°28'41", A CHORD BEARING OF S 06°09'44"W., AND A CHORD LENGTH OF 44.27 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 25°53'51", A CHORD BEARING OF S41°01'00"W., AND A CHORD LENGTH OF 21.91 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°17'18"W., AND A CHORD LENGTH OF 23.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 23.30 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 286.61 FEET,

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A CENTRAL ANGLE OF 19°37'18", 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°02'35"W., AND A CHORD LENGTH OF 18.95 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.00 FEET TO THE END OF SAID CURVE; THENCE S.41°46'39"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°09'45", A CHORD BEARING OF S.26°37'38"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 18°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 172.65 FEET, A CENTRAL ANGLE OF 10°26'59", A CHORD BEARING OF S.23°56'31"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.68°08'49"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°35'58"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°47'30", A CHORD BEARING OF S.45°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°07'22"W., A DISTANCE OF 99.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 23°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.13°48'39"W., AND A CHORD LENGTH OF 22.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.39 FEET TO THE END OF SAID CURVE; THENCE S.05°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°01'37", 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°44'40"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°11'56"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°14'34"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°46'43", 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°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 12.45 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°31'48", A CHORD BEARING OF S.06°09'38"W., AND A CHORD LENGTH OF 63.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 64.39 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 62°21'58", A CHORD BEARING OF S.81°13'00"E., AND A CHORD LENGTH OF 30.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 76°48'36", A CHORD BEARING OF S.33°58'41"E., AND A CHORD LENGTH

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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°23'37"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 82°09'17", 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 13.33 FEET TO THE END OF SAID CURVE; THENCE S.05°49'40"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 629.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.16 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°27'05"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°41'42", A CHORD BEARING OF S.38°45'34"E, AND A CHORD LENGTH OF 17.06 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 82°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°20'51"E, A DISTANCE OF 54.36 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°56'59", 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 31.34 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°30'09", A CHORD BEARING OF S.01°31'28"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°05'37"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 15°38'16", A CHORD BEARING OF S.13°57'32"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°40'29", A CHORD BEARING OF S.20°12'46"E, AND A CHORD LENGTH OF 43.81 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET TO THE END OF SAID CURVE; THENCE S.05°42'31"E, A DISTANCE OF 70.09 FEET; THENCE S.00°04'22"W, A DISTANCE OF 38.50 FEET; THENCE S.89°15'46"W, A DISTANCE OF 1,287.31 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 66°51'44", A CHORD BEARING OF N.56°37'22"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 133.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1061.00 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 106.45 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 39°18'12" E.

RICHARD M. RITZ  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATION NO. 4017  
 DATE SIGNED 6-11-2015

S:\Jobs\13271\Surveying\Description\FRR\DWG\134\_EBRR CDD REMAINDER 168 AC PCL V3L.dwg  
 S:\Jobs\13271\Surveying\Description\RESERVED\DWG\134\_EBRR CDD REMAINDER 168 AC PCL 5KT.dwg

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**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 South 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 639.17 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 88°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 3,488.89 feet to an intersection with the westerly right-of-way line of the abandoned Atlantic Coast Line Railroad Right-Of-Way (120' 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 645.82 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 PVIOUS 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, 1993, 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 PVIOUS 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 28 EAST, RUNNING EASTERLY FROM GRADE B ROAD, A PUBLIC ROAD IN SECTION 33, TOWNSHIP 43 SOUTH,**

**RANGE 28 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°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.