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29-46-27-L4-010F6.0000 &  
29-46-27-L1-0100C.0000

Deputy Clerk TKING  
#1

## FLOWWAY EASEMENT AGREEMENT

**THIS FLOWWAY EASEMENT AGREEMENT (“*Agreement*”)** is made this 16<sup>th</sup> day of June, 2020, by and among 1) **V-DANA COMMUNITY DEVELOPMENT DISTRICT**, an independent local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (“**CDD**”) whose mailing address is c/o Meritus Districts, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607; 2) **TPL-LAND-SUB, LLC**, a Florida Limited Liability Company (“**TPL**”), whose mailing address is 21101 Design Parc Lane, Suite 103, Estero, FL 33928; and 3) **CAM VILLAGE DEVELOPMENT, LLC**, a Florida Limited Liability Company (“**CAM**”), whose mailing address is 21101 Design Parc Lane, Suite 103, Estero, FL 33928 with the foregoing being individually or collectively referred to as “**Owner/Developers**” and, where there is a conveyance of a real property interest, individually or collectively as “**Grantors**”, as their respective interest(s) may require, **AND LEE COUNTY**, a political subdivision of the State of Florida (“**County**” or “**Grantee**”), whose mailing address is PO Box 398, Fort Myers, Florida 33902.

### RECITALS:

**WHEREAS**, the County has engaged consulting professionals to develop a methodology to identify contributing drainage basins, historic flow-way corridors, and assess the potential for the reconnection of flow-way corridors through private and public properties including crossing Corkscrew Road in an effort to reestablish historic flow-ways in Southeast Lee County (hereinafter referred to as “**Study**”); and

**WHEREAS**, the Owners/Developer are the fee simple owners of certain lands situated in southeast Lee County, Florida, being more specifically described on the location map in Exhibit “A” attached hereto and incorporated herein (the “**Property**”). The Property is the entire property rezoned as Verdana Village pursuant to Lee County Zoning Resolution Number Z-20-006 (“**Z-20-006**”), now known as Verdana Village (“**Verdana Village**”); and

**WHEREAS**, the Property includes lands within an area that the 2008 Dover Kohl DR/GR report (“**Report**”) suggested historic flow-ways existed. The approximate location

of the historic flow-ways are depicted on the approved Zoning Master Concept Plan (“**MCP**”) attached to Z-20-006. Lee County through the Study will determine whether the flow-ways on the Property, depicted on the MCP, and constructed pursuant to Lee County Local Development Order DOS2020-00038 (“**DOS2020-00038**”) are suitable for the re-establishment and re-connection of historical flow-way corridors; and

**WHEREAS**, Z-20-006 and DOS2020-00038, collectively constitute the Project (“**Project**”), the terms and conditions require the Owner/Developer to enter into this Agreement to allow the County, or its authorized agents, to modify the existing flow-way design approved under the terms and conditions of DOS2020-00038 and 36-103223-P for the Property and implement improvements to certain weir/culvert/water control structures now, or hereafter to be constructed to serve the Property (individually or collectively referred to as “**Water Control Structure(s)**”) within the easement areas identified on attached Exhibit “B “ (“**Easement Area**”); and

**WHEREAS**, as part of the development approvals for the Property, the Owner/Developer has designed, permitted and will construct certain areas on the Property to receive up to 650 cubic feet per second (cfs) offsite flow for surface water management and drainage and construct a discharge outfall control structure sized to discharge flows under current existing conditions and allow for future weir openings as deemed necessary and constructed by the County, which areas will be dedicated and platted as such on the plat of Verdana Village, which plat will be recorded in the Public Records of Lee County, Florida (“**Plat**”); and

**WHEREAS**, Grantors, in consideration of the development approvals, and other good and valuable consideration, provided to the Owner/Developer by the County, the Grantors hereby agree to provide the County a perpetual non-exclusive easement for surface water management and control within the Easement Area as identified on attached Exhibit “B”; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration provided to the Owner/Developers, the adequacy and receipt of which are hereby acknowledged, the Grantors, as their interests may appear, hereby voluntarily grant, create, convey and establish a perpetual non-exclusive easement for surface water management and control for and in favor of the County, which will run with the land, and be binding upon the Owner/Developers as Grantors herein, and remain in full force and effect forever on the Property and Easement Area.

1. Recitals and Parties. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

V-Dana Community Development District, TPL-Land-Sub, LLC, and CAM Village Development, LLC, may be herein referred to individually and/or collectively as either “Owner/Developers” and/or “Grantors.” However, the intended effect of any provision within this agreement may be applicable to one, two or all three of the individual

“Owner/Developers” and/or “Grantors.” However, the intended effect of any provision within this agreement may be applicable to one, two or all three of the individual Owner/Developers and/or Grantors. Depending upon the particular requirements of any provision contained in this Agreement, it may require one, two or all of the Owner/Developers to act or perform. Additionally, as used herein, any reference to the Owner/Developers and/or Grantors will include any and all successors or assigns of the Owner/Developers and/or the Grantors. The term “County” or “Grantee” will include any and all successors or assigns of County.

2. Purpose. The purpose of this Agreement is to allow the County, or its authorized agents, the right to modify, adjust, and replace the existing permitted flow-way control structure(s) within the Property and to design, permit, implement improvements to the Water Control Structures for the efficient and safe transfer, storage and discharge of up to 650 cfs offsite drainage flows through the flow-ways, to provide regional benefit as depicted on the MCP and the site plan approved by DOS2020-00038.

3. Rights Granted. To carry out the purpose of this Agreement, the following rights are conveyed to the County by the Owner/Developers:

To enter upon the Easement Area at reasonable times (7 a.m. to 5 p.m.), with any necessary equipment or vehicles for ingress and egress to the Easement Area, to allow the County, or its authorized agents, the right to modify, adjust, replace, and operate the existing permitted flow-way control structure(s) for the Property and to design, permit, implement improvements and operate the Water Control Structures to direct up to 650 cfs offsite flows onto the Easement Area and then discharge flows from the Easement Area, inspect the Water Control Structures, and to determine compliance with the covenants and prohibitions contained in this Agreement,

- a. To enter upon the Property to reach any Easement Area to remediate any conditions caused by the Owner/Developers that result in the County-implemented surface water management and Water Control Structures not functioning in their designed and permitted manner.
- b. To modify, reshape, re-grade and/or reconstruct the Easement Area, including the addition or modification within the Easement Area of: culverts, environmental planting, weir and water control structures in compliance with the Property’s development approvals.

Any action by the County that destroys, removes, reshapes or damages the integrity of the landscape berm and plantings within the Easement Area along Corkscrew Road must be remediated and the County must return the berm to the condition it was prior to commencement of the action by the County.

#### 4. FUTURE COUNTY IMPROVEMENTS

It is the intent of the Parties that the Project and Easement Area will be constructed to accept up to 650 cfs offsite flows and, if the project discharge weir is re-permitted and

modified by the County, release up to 650 cfs of flows consistent with the Purpose of this Agreement and the development approvals for the Project. The operation and maintenance of the System so designed will be the responsibility of the Grantors. It is further the intent of the Parties that the County will be responsible for the construction and maintenance of any future improvements needed to connect and/or discharge additional offsite flows to or from the Project.

The County is hereby authorized to design and/or construct future improvements, additions or modifications to the Easement Area to accept and/or discharge up to 650 cfs offsite flows consistent with the Purpose and intent of this Agreement (hereinafter referred to as "Future County Improvements"), subject to the following limitations and requirements:

- a. All costs for Future County Improvements including design and permitting will be paid for solely by the County;
- b. The County will undertake all necessary design, permitting, development approvals, construction and monitoring required for the Future County Improvements and to modify, reshape, re-grade and reconstruct the Easement Area. Development approvals include, but are not limited to: zoning amendment, development order amendment, vegetation permitting, excavation permit, environmental resource permit, dewatering permit, ACOE permitting, etc.
- c. The County must replace ground cover plants and trees within the Easement Area and on the Property should they be damaged by the County's action; and
- d. The County must obtain its own permit allowing for modifications to the existing Water Control Structures or to add new Water Control Structures within the Easement Area from all government agencies and provide amendments to the Owner/Developers' County project zoning and local development order approvals and/or permits if required.
- e. The modifications are limited to modification of the Water Control Structures within the Easement Area to allow up to 650 cfs offsite surface water flows onto, through and off the Property. The permits obtained by the County of the Owner/Developers' existing permits must include an analysis and comparison by the County of the Owner/Developers' Hydrologic and Hydraulic Analysis Report prepared by J.R. Evans Engineering, dated November 27, 2019, or future amendments approved by the Owner/Developers and County.
- f. The County will be responsible for the cost and implementation of any mitigation required by permitting agencies for impacts to protected species and wetland vegetation as conditions on the issuance of Permits/Permit

Unless otherwise agreed upon, the County's mitigation requirements, if any, may not burden any portion of the Property.

- g. Unless otherwise agreed upon by the Grantor, no permit modifications or work can be undertaken by the County until after the water management system described as Environmental Resource Permit No. 36-103223-P has been installed and the engineer has certified the system, the SFWMD has accepted the system as complete and the permit has been transferred to the operation and maintenance phase.

5. Permitting Responsibilities. The Owner/Developers will provide the County with all available information and authorizations necessary to enable the County to obtain any and all permits and approvals needed for the County's proposed work within the Easement Area that is consistent with this Agreement.

If the discharge points/structures for the Project are not designed and constructed to accommodate the maximum 650 cfs offsite surface water flows as part of the initial Development Order for the Project, then the CDD shall allow the necessary permit modifications or development applications by the County to design, permit and construct the improvements needed to permit the discharge of the offsite flows up to but not to exceed 650 cfs.

Prior to submission of any permit application to enable the County to commence any activities under this Agreement, the County will provide the applications, data and plans for the proposed work within the Easement Area to the Owner/Developers. The Owner/Developers must provide the County, in writing, any reasonable objections and an explanation of said objections to the proposed work within 45 business days of receipt of the application, data, and plans. Failure of the Owner/Developers to provide objections in writing within 45 business days will constitute approval of the proposed work by the Owner/Developers and waive any rights to Object, to support, or fund any objections to the issuance of any permits by any third parties. In the event of a dispute or disagreement, the Owner/Developers and County agree to make a good faith effort to resolve any objections and to modify the plans accordingly to the satisfaction of both parties.

Any County-initiated permit application must include a cost component for a third-party review by a licensed professional engineer for the benefit of the Grantors (should such a review be requested).

6. Permissible and Prohibited Uses. Permissible uses include those activities that are permitted or required by the Project's development approvals, existing conservation easement or Management Plans, attached hereto and incorporated herein as Exhibit "C" ("**Management Plans**") or any modification thereto. Prohibited uses include any activity on or use of the Easement Area inconsistent with the purpose of this Agreement.

7. Owner/Developers' Reserved Rights. The Owner/Developers reserve all rights as owners of the Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Easement Area that are not prohibited herein and that are not inconsistent with the Property's development approvals (or any modification thereto), Management Plans or the intent and purpose of this Agreement.

8. No Dedication. The Easement Area is a common area and under the County's and the District's regulations and, as such, the Easement Area must be dedicated to a Home Owners' Association, a Community Development District or other similar legal entity authorized to own and maintain drainage areas and common areas. Except as noted herein, no right of access by the general public to any portion of the Easement Area is established or conveyed by this Agreement. The term "general public" refers to persons other than residents and guests of the Property.

9. County's Liability. The County is a political subdivision of the State of Florida. As such, the County's liability is limited as provided in §§704.06(10) and 768.28, Florida Statutes. In addition to use of its own employees, for which the County is self-insured, the County may utilize independent contractors, consultants and professional persons for use in both the permitting and constructing of the Water Control Structures within the Easement Areas, as well as related surface water management improvements also contemplated by this Agreement. In furtherance of the terms and conditions contained herein, the County agrees any such contractor must be both licensed and insured with an insurance policy in an amount not less than one million dollars. The County further agrees any such insurance policy must name the Owner/Developers as an additional "insured" on the certificate of insurance.

Subject to the statutory limitations, in the event the County, or its authorized agents, does damage to the Property while conducting activities authorized under this Agreement, the County will cause the area to be restored, as nearly as possible, to the same condition as it existed prior to the entry. Any damage or permit/code violations caused by the County, their independent contractors, employees and agents will be remediated by the County and the County will be responsible for all costs associated therewith, including any fines, third party claims, damage claims and legal costs.

In the event that Lee County modifies the project discharge weir to release additional flows beyond that permitted for the Project, (up to 650 cfs of flows), Lee County agrees to hold the Grantors harmless for the operation, maintenance, and any downstream liability under any permits obtained by the County, for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Lee County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time.

10. V-Dana Community Development District. The CDD is also an independent special unit of local government and, as such, also has the benefit of §§704.06(10) and 768.28, Florida Statutes. V-DANA Community Development District hereby agrees to authorize the County to amend any and all permits on property under the ownership and control of the CDD to effectuate the Purpose of this Agreement. To the extent necessary, as soon as practical, the CDD shall adopt a Resolution ratifying and approving this Agreement.

11. Enforcement. Enforcement of the terms, provisions and restrictions of this Agreement is at the discretion of County and/or the Owner/Developer, and any forbearance on behalf of County and/or the Owner/Developer to exercise its rights in the event of any breach by Owner/Developers or the County will not be deemed or construed to be a waiver of County's or Owner/Developer's rights hereunder.

12. Permit Compliance. The Parties will provide written notice to the each other of any notice of non-compliance received from the South Florida Water Management District ("**SFWMD**") or the Army Corp of Engineers ("**ACOE**") with respect to either the Owner/Developer's permit(s) or the County's permit(s).

Should the Owner/Developers fail to abate Owner/Developer's violation of either the County's or Owner/Developer's permit in the Easement Area caused by the Owner/Developers within a reasonable time, the County has the ability to enter the Easement Area and take the action necessary to remediate the condition. Should the County fail to abate County's violation of either the County's or Owner/Developer's permit in the Easement Area caused by the County within a reasonable time, the Owners/Developers have the ability to enter the Easement Area and take the action necessary to remediate the violation.

The Owner/Developers will be responsible for all reasonable costs incurred by the County for an action taken to remediate the Owner/Developer's violation of County's or the Owner/Developer's permit conditions. If the time frame provided by the County is not sufficient to undertake the remediation, the County will work with the Owner/Developers to ensure that a reasonable time frame will be provided. The County will be responsible for all reasonable costs incurred by the Owners/Developers for an action taken by Owners/Developers to remediate the County's violation of County or Owner/Developer permit conditions.

13. Taxes. The Owner/Developers will pay any and all taxes, assessments, fees and charges of whatever description levied on or assessed by competent authority on the Easement Area, including any improvements constructed thereon, in a timely manner, and will furnish the County with satisfactory evidence of such payment upon request. Nothing in this provision precludes the Owner/Developers from applying for a property tax exemption for a conservation area on the property.

14. Assignment. The County will hold this Agreement exclusively for surface water management/flow-way purposes. The County will not assign its rights and

obligations under this Agreement except to another organization or entity qualified to hold such interests under the applicable State laws and technically and financially able to undertake the required maintenance. This does not preclude the County from contracting out the work necessary to perform modifications, additions, and/or maintenance of County improvements to the Easement Area pursuant to Section 3 above. The County will provide written notice to the Owner/Developers prior to the assignment of any rights, liabilities and interest in this agreement. The Owner/Developers will have 20 business days to provide written objections to the assignment. Consent to any such transfer by the County will not be unreasonably withheld by the Owner/Developers.

15. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Agreement will not be affected thereby, as long as the purpose of this Agreement is preserved.

16. Terms and Restrictions. The Owner/Developers will include the terms and restrictions of this Agreement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Owner/Developers divests itself of any interest in the Easement Area.

17. Written Notice. All notices, approvals or other communications hereunder must be in writing and will be deemed properly given if hand delivered, sent by next business day commercial overnight courier, or sent by United States certified mail, return receipt requested, and addressed to the appropriate party or successor-in-interest.

18. Modifications. This Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto or successors or assigns, and which may be filed in the Public Records of Lee County, Florida.

19. Recordation. The Owner/Developers will record this Agreement in a timely fashion in the Public Records of Lee County, Florida. The Owner/Developers will pay all recording costs and taxes necessary to record this Agreement in the Public Record.

20. Binding Effect. The Owner/Developers acknowledge and agree that this Agreement will run with the title to Property and Easement Area and be binding on the Owner/Developers, its successors and assigns.

21. Ownership. The Owner/Developers hereby covenant to County that they are the owners and are lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Agreement; all mortgages and liens on the Property, if any, have been subordinated to this Agreement; that Owner/Developers have good right and lawful authority to convey the rights contained herein, and that the Owner/Developers will fully warrant and defend record title to the Property and resulting Easement Areas hereby conveyed against the lawful claims of all persons whomsoever.



IN WITNESS WHEREOF, the Owner/Developers herein have caused the foregoing to be executed, intending to be bound as of the date and year first above written.

Signed, sealed and delivered in our presence as witnesses

V-Dana Community Development District

[Handwritten Signature]

[1st Witness' Signature]

RAY BACKSMITH.

[Type or print name]

BY: [Handwritten Signature]  
Joseph Cameratta  
Chair

Cheryl Smith  
[2nd Witness' Signature]

Cheryl Smith  
[Type or print name]

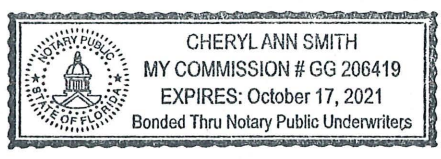
STATE OF FL  
COUNTY OF Lee

The foregoing was acknowledged before me this 1 day of June, 2020, by Joseph Cameratta, as Chair of the V-Dana Community Development District, an independent special unit of local government established pursuant to Chapter 190, Florida Statutes, and he acknowledged that he executed the same on behalf of said District and he was duly authorized to do so on behalf of the District. He is personally known to me or he has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Stamp/Seal:

NOTARY PUBLIC  
STATE OF FLORIDA



Cheryl A. Smith  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**TPL-Land-Sub, LLC**

A Florida Limited Liability Company,

Signed, sealed and delivered in our presence as witnesses:

By: CMPROP Land Investments, LLC  
A Florida Limited Liability Company,  
Its Sole Member

*[Handwritten Signature]*

[1st Witness' Signature]

*Ray Blacksmith*

[Type or print name]

BY: \_\_\_\_\_

Joseph Cameratta  
Manager

*Cheryl Smith*

[2nd Witness' Signature]

*Cheryl Smith*

[Type or print name]

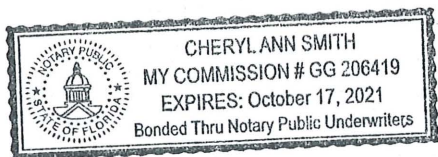
STATE OF FLORIDA  
COUNTY OF Lee

On this 1 day of June, 2020, before me, the undersigned notary public, personally appeared Joseph Cameratta, the person who subscribed to the foregoing instrument, as the Manager of CMPROP Land Investments, LLC, a Florida Limited Liability Company, who is the Sole Member of TPL-Land-Sub, LLC, a Florida Limited Liability Company and acknowledged that he executed the same on behalf of said Florida Limited Liability Company and he was duly authorized to do so. He is personally known to me or has produced a \_\_\_\_\_ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Stamp/Seal:

NOTARY PUBLIC  
STATE OF FLORIDA



*Cheryl A. Smith*

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CAM Village Development, LLC**  
A Florida Limited Liability Company

Signed, sealed and delivered in our presence as witnesses:

Cheryl Smith  
[1<sup>st</sup> Witness' Signature]

Cheryl Smith  
[Type or print name]

[Signature]  
[2<sup>nd</sup> Witness' Signature]

Laura Youmans  
[Type or print name]

BY: [Signature]  
Ray Blacksmith  
Manager

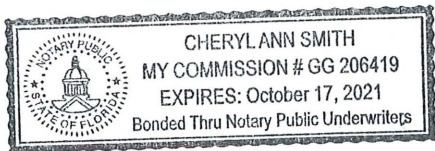
STATE OF FLORIDA  
COUNTY OF Lee

On this 1 day of June, 2020, before me, the undersigned notary public, personally appeared Ray Blacksmith, the person who subscribed to the foregoing instrument, as the Manager of CAM Village Development, LLC, a Florida Limited Liability Company, and acknowledged that he executed the same on behalf of said Florida Limited Liability Company and he was duly authorized to do so. He is personally known to me or has produced a \_\_\_\_\_ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Stamp/Seal:

NOTARY PUBLIC  
STATE OF FLORIDA



Cheryl A. Smith  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



The County has caused this instrument to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said Board, the day and year first written above.

ATTEST:  
LINDA DOGGETT, CLERK

BY: Joyce Townsend  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: Brian Hamman  
Chair  
Frank Mann

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY



By: Michael D. Jacob  
Michael D. Jacob  
Deputy County Attorney  
Lee County Attorney's Office

- Exhibits:
- Exhibit "A" - The Property – Location Map and Legal Description
  - Exhibit "B" - Easement Area
  - Exhibit "C" - Management Plans
  - Exhibit "D"- Zoning Resolution and associated Master Concept Plan.

**MORTGAGEE JOINDER CONSENT AND SUBORDINATION**

THIS MORTGAGEE CONSENT, JOINDER AND SUBORDINATION is executed by the undersigned Synovus Bank ("Lender"), the owner and holder of a that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated September 30, 2019 and recorded October 2, 2019 in Official Records Instrument No. 2019000227806, together with that certain Assignment of Leases and Rents recorded October 2, 2019 in Official Records Instrument No. 2019000227807 and UCC Financing Statement recorded October 2, 2019 in Official Records Instrument No. 2019000227808, all of the Public Records of Lee County, Florida (the "Mortgage") encumbering the land described in Exhibit "B" attached hereto (the "Flowway Easement Area"). Lender hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Flowway Easement in favor of Lee County applicable to the Flowway Easement, as said Flowway Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Flowway Easement.

IN WITNESS HEREOF the undersigned has caused this Mortgagee Consent and Joinder to be executed on this 28<sup>th</sup> day of MAY, 2020.

**WITNESSES:**

Susan A Brillinger  
Name: SUSAN A BRILLINGER  
(Print or Type Name)

Peter G. Lapham  
Name: Peter G. Lapham  
(Print or Type Name)

**LENDER:**

**SYNOVUS BANK**  
By: [Signature]  
Print Name: RICK ORTIZ  
Title: Senior Vice President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence on this 28<sup>th</sup> day of MAY, 2020, by RICK ORTIZ, as Se. Vice Pres. of Synovus Bank, on behalf of the bank. He/She is personally known to me (YES) (NO) or has produced a State of \_\_\_\_\_ driver's license as identification.

Susan A Brillinger  
Notary Public

(Print, Type or Stamp Name)  
Susan A. Brillinger  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG284995



My Commission Expires: Expires 1/5/2023

**MORTGAGEE JOINDER CONSENT AND SUBORDINATION**

**THIS MORTGAGEE CONSENT, JOINDER AND SUBORDINATION** is executed by the undersigned Pulte Home Company, LLC, a Michigan limited liability company ("Lender"), the owner and holder of a that certain Mortgage and Security Agreement dated September 30, 2019 and recorded October 3, 2019 in Official Records Instrument No. 2019000229195, of the Public Records of Lee County, Florida (the "Mortgage") encumbering a portion of the land described in Exhibit "B" attached hereto (the "Flowway Easement Area"). Lender hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Flowway Easement in favor of Lee County applicable to the Flowway Easement, as said Flowway Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Flowway Easement.

IN WITNESS HEREOF the undersigned has caused this Mortgagee Consent and Joinder to be executed on this 29<sup>th</sup> day of MAY, 2020.

**WITNESSES:**

Laura A. Ray  
Name: LAURA A. RAY  
(Print or Type Name)

Jacqueline Horton  
Name: Jacqueline Horton  
(Print or Type Name)

**LENDER:**

**Pulte Home Company, LLC**, a Michigan limited liability company,  
By: Richard H. McCormick  
Print Name: RICHARD H. MCCORMICK  
Title: PRESIDENT - SWFL

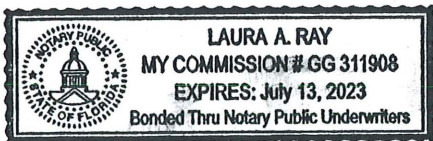
STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of physical presence on this 29<sup>th</sup> day of MAY, 2020, by RICHARD H. MCCORMICK, as PRESIDENT - SWFL of Pulte Home Company, a Michigan limited liability company, on behalf of the company. He is personally known to me.

Laura A. Ray  
Notary Public

(Print, Type or Stamp Name)

My Commission Expires:





**MORTGAGEE JOINDER CONSENT AND SUBORDINATION**

THIS MORTGAGEE CONSENT, JOINDER AND SUBORDINATION is executed by the undersigned Lennar Homes, LLC, a Florida limited liability company ("Lender"), the owner and holder of a that certain Mortgage and Security Agreement dated September 30, 2019 and recorded October 3, 2019 in Official Records Instrument No. 2019000229194, of the Public Records of Lee County, Florida (the "Mortgage") encumbering a portion of the land described in Exhibit "B" attached hereto (the "Flowway Easement Area"). Lender hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Flowway Easement in favor of Lee County applicable to the Flowway Easement, as said Flowway Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Flowway Easement.

IN WITNESS HEREOF the undersigned has caused this Mortgagee Consent and Joinder to be executed on this 27 day of MAY, 2020.

**WITNESSES:**

[Signature]  
Name: \_\_\_\_\_  
(Print or Type Name)

[Signature]  
Name: David J Mejeo  
(Print or Type Name)

**LENDER:**

**Lennar Homes, LLC**, a  
Florida limited liability company  
By: \_\_\_\_\_  
Darin McMurray, Vice President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of physical presence on this 27th day of MAY, 2020, by Darin McMurray, as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

[Signature]  
Notary Public

(Print, Type or Stamp Name)

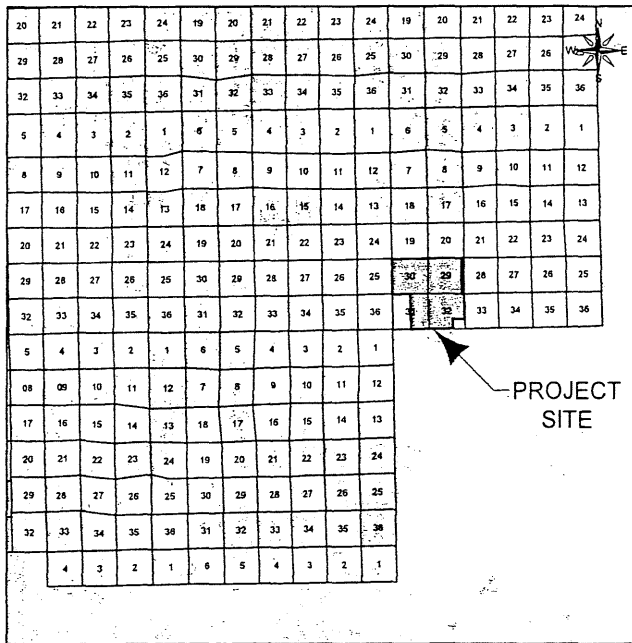


Karen A. Hughes  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG288290  
Expires 2/13/2023

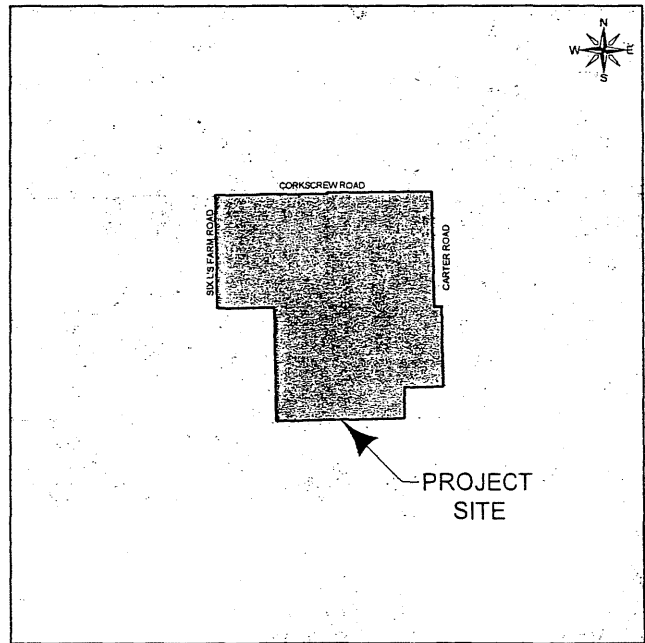
My Commission Expires:

**EXHIBIT "A"**  
**"THE PROPERTY"**  
**LOCATION MAP**

LOCATED IN LEE COUNTY, FLORIDA  
SECTION 29, 30, 31 AND 32 TOWNSHIP 46 SOUTH, RANGE 27 EAST



VICINITY MAP  
N.T.S.



LOCATION MAP  
N.T.S.



**EXHIBIT "B"**  
**"FLOWWAY EASEMENT AREA"**  
**LEGAL DESCRIPTION**

## DESCRIPTION

Parcel in  
Sections 29, 30, 31 and 32,  
Township 46 South, Range 27 East,  
Lee County, Florida

A tract or parcel of land lying in Sections 29, 30, 31 and 32, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

### PARCEL 1:

BEGINNING at South Quarter corner of said Section 30 run  $S89^{\circ}15'54''W$  along the South line of the Southwest Quarter (SW 1/4) of said Section 30 for 2,639.48 feet to the Southwest corner of said Section 30; thence run  $N00^{\circ}46'19''W$  along the West line of the Southwest Quarter (SW 1/4) of said Section 30 for 2,641.21 feet to the West Quarter corner of said Section 30; thence run  $N00^{\circ}46'49''W$  along the West line of the Northwest Quarter (NW 1/4) of said Section 30 for 2,631.06 feet to an intersection with the South right of way line of Corkscrew Road (100' wide right of way); thence run  $N89^{\circ}23'21''E$  along said South right of way line for 2,545.99 feet; thence run  $S00^{\circ}27'28''E$  for 108.57 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 72.50 feet (delta  $19^{\circ}58'33''$ ) (chord bearing  $S09^{\circ}31'49''W$ ) (chord 25.15 feet) for 25.28 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 127.50 feet (delta  $18^{\circ}28'13''$ ) (chord bearing  $S10^{\circ}16'59''W$ ) (chord 40.92 feet) for 41.10 feet to a point of tangency; thence run  $S01^{\circ}02'52''W$  for 15.03 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 127.50 feet (delta  $28^{\circ}53'59''$ ) (chord bearing  $S13^{\circ}24'08''E$ ) (chord 63.63 feet) for 64.31 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 72.50 feet (delta  $27^{\circ}23'39''$ ) (chord bearing  $S14^{\circ}09'18''E$ ) (chord 34.33 feet) for 34.66 feet to a point of tangency; thence run  $S00^{\circ}27'28''E$  for 50.83 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 20.00 feet (delta  $90^{\circ}00'00''$ ) (chord bearing  $S44^{\circ}32'32''W$ ) (chord 28.28 feet) for 31.42 feet to a point of tangency; thence run  $S89^{\circ}32'32''W$  for 347.69 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 785.00 feet (delta  $93^{\circ}10'33''$ ) (chord bearing  $S42^{\circ}57'16''W$ ) (chord 1,140.49 feet) for 1,276.59 feet to a point of tangency; thence run  $S03^{\circ}38'01''E$  for 1,358.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 20.00 feet (delta  $90^{\circ}20'11''$ ) (chord bearing  $S41^{\circ}32'05''W$ ) (chord 28.37 feet) for 31.53 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 985.00 feet (delta  $87^{\circ}28'48''$ ) (chord bearing  $S42^{\circ}57'46''W$ ) (chord 1,362.03 feet) for 1,503.91 feet to a point of tangency; thence run  $S00^{\circ}46'38''E$  for 536.77 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 685.00 feet (delta  $90^{\circ}31'48''$ ) (chord bearing  $S46^{\circ}02'32''E$ ) (chord 973.21 feet) for 1,082.33 feet to a point of tangency; thence run  $N88^{\circ}41'34''E$  for 1,433.32 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 490.00 feet (delta  $80^{\circ}15'08''$ ) (chord bearing  $S51^{\circ}10'52''E$ ) (chord 631.58 feet) for 686.33 feet to a point of tangency; thence run  $S11^{\circ}03'17''E$  for 966.40 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 735.00 feet (delta  $79^{\circ}08'12''$ ) (chord bearing  $S50^{\circ}37'23''E$ ) (chord 936.39 feet) for 1,015.18 feet to a point of tangency; thence run  $N89^{\circ}48'31''E$  for 232.62 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 735.00 feet (delta  $83^{\circ}59'33''$ ) (chord bearing  $N47^{\circ}48'44''E$ ) (chord 983.55 feet) for 1,077.47 feet to a point of tangency; thence run  $N05^{\circ}48'58''E$  for 600.19 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 1,815.00 feet (delta  $17^{\circ}22'42''$ ) (chord bearing  $N14^{\circ}30'19''E$ ) (chord 548.40

## DESCRIPTION (CONTINUED)

feet) for 550.51 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 985.00 feet (delta 24°03'31") (chord bearing N11°09'55"E) (chord 410.57 feet) for 413.60 feet to a point of tangency; thence run N00°51'50"W for 1,454.13 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 835.00 feet (delta 65°58'13") (chord bearing N33°50'57"W) (chord 909.19 feet) for 961.42 feet to a point of tangency; thence run N66°50'04"W for 693.59 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 315.00 feet (delta 34°13'23") (chord bearing N49°43'22"W) (chord 185.37 feet) for 188.15 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the right of radius 20.00 feet (delta 114°03'32") (chord bearing N24°25'05"E) (chord 33.56 feet) for 39.81 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the right of radius 1,315.00 feet (delta 10°04'29") (chord bearing N86°29'06"E) (chord 230.93 feet) for 231.23 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 2,685.00 feet (delta 13°47'26") (chord bearing N84°37'37"E) (chord 644.69 feet) for 646.25 feet; thence run N12°03'17"W along a non-tangent line for 90.55 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 20.00 feet (delta 97°46'59") (chord bearing N36°50'12"E) (chord 30.14 feet) for 34.13 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the right of radius 3,435.00 feet (delta 11°44'05") (chord bearing S88°24'16"E) (chord 702.30 feet) for 703.53 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the right of radius 20.00 feet (delta 82°55'29") (chord bearing S41°04'29"E) (chord 26.49 feet) for 28.95 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 785.00 feet (delta 03°05'23") (chord bearing S01°09'25"E) (chord 42.32 feet) for 42.33 feet to a point of tangency; thence run S02°42'06"E for 226.12 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 685.00 feet (delta 95°20'49") (chord bearing S50°22'31"E) (chord 1,012.87 feet) for 1,139.92 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the right of radius 20.00 feet (delta 79°13'07") (chord bearing S58°26'22"E) (chord 25.50 feet) for 27.65 feet to a point of compound curvature; thence run Southerly along an arc of a curve to the right of radius 2,315.00 feet (delta 27°57'26") (chord bearing S04°51'05"E) (chord 1,118.43 feet) for 1,129.60 feet to a point of tangency; thence run S09°07'38"W for 176.83 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 2,475.00 feet (delta 08°14'09") (chord bearing S13°14'43"W) (chord 355.46 feet) for 355.76 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 685.00 feet (delta 85°21'21") (chord bearing S25°18'53"E) (chord 928.69 feet) for 1,020.47 feet to a point of tangency; thence run S67°59'34"E for 137.64 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 20.00 feet (delta 99°06'30") (chord bearing S18°26'19"E) (chord 30.44 feet) for 34.60 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the right of radius 1,315.00 feet (delta 02°43'43") (chord bearing S32°28'47"W) (chord 62.62 feet) for 62.62 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 1,385.00 feet (delta 20°47'01") (chord bearing S23°27'08"W) (chord 499.65 feet) for 502.40 feet to a point of compound curvature; thence run Southeasterly along an arc of a curve to the left of radius 685.00 feet (delta 90°57'00") (chord bearing S32°24'52"E) (chord 976.73 feet) for 1,087.35 feet to a point of compound curvature; thence run Easterly along an arc of a curve to the left of radius 2,775.00 feet (delta 31°57'09") (chord bearing N86°08'03"E) (chord 1,527.57 feet) for 1,547.55 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the left of radius 585.00 feet (delta 93°55'50") (chord bearing N23°11'34"E) (chord 855.20 feet) for 959.05 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 20.00 feet (delta 87°06'39") (chord bearing N19°46'58"E) (chord

## DESCRIPTION (CONTINUED)

27.56 feet) for 30.41 feet to a point of tangency; thence run N63°20'17"E for 106.87 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 685.00 feet (delta 70°17'31") (chord bearing N28°11'32"E) (chord 788.66 feet) for 840.38 feet to a point of tangency; thence run N06°57'13"W for 452.27 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 815.00 feet (delta 47°15'26") (chord bearing N16°40'30"E) (chord 653.31 feet) for 672.21 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 685.00 feet (delta 41°23'54") (chord bearing N19°36'16"E) (chord 484.24 feet) for 494.94 feet to a point of tangency; thence run N01°05'41"W for 1,319.24 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 685.00 feet (delta 74°06'28") (chord bearing N38°08'55"W) (chord 825.51 feet) for 886.00 feet to a point of reverse curvature; thence run Northwesterly along an arc of a curve to the right of radius 315.00 feet (delta 74°32'24") (chord bearing N37°55'57"W) (chord 381.51 feet) for 409.81 feet to a point of tangency; thence run N00°39'45"W for 393.31 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 20.00 feet (delta 89°59'50") (chord bearing N44°20'10"E) (chord 28.28 feet) for 31.41 feet to a point of tangency; thence run N89°20'05"E for 50.65 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 290.00 feet (delta 30°22'26") (chord bearing S75°28'42"E) (chord 151.94 feet) for 153.74 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 220.00 feet (delta 210°22'26") (chord bearing N14°31'18"E) (chord 424.63 feet) for 807.78 feet to a point of tangency; thence run S89°20'05"W for 1,288.51 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 3,185.00 feet (delta 20°47'31") (chord bearing S78°56'20"W) (chord 1,149.47 feet) for 1,155.80 feet to a point of reverse curvature; thence run Northwesterly along an arc of a curve to the right of radius 20.00 feet (delta 96°16'38") (chord bearing N63°19'07"W) (chord 29.79 feet) for 33.61 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the right of radius 1,142.00 feet (delta 13°10'10") (chord bearing N08°35'43"W) (chord 261.91 feet) for 262.49 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the right of radius 67.00 feet (delta 26°31'05") (chord bearing N11°14'54"E) (chord 30.73 feet) for 31.01 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 133.00 feet (delta 23°54'35") (chord bearing N12°33'09"E) (chord 55.10 feet) for 55.50 feet to a point of tangency; thence run N00°35'52"E for 26.20 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 133.00 feet (delta 19°19'45") (chord bearing N09°04'01"W) (chord 44.66 feet) for 44.87 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 67.00 feet (delta 18°04'09") (chord bearing N09°41'49"W) (chord 21.04 feet) for 21.13 feet to a point of tangency; thence run N00°39'45"W for 114.45 feet to an intersection with said South right of way line of Corkscrew Road (100' wide right of way); thence run along said South right of way line the following two (2) courses: N89°20'15"E for 944.52 feet and N89°19'58"E for 2,306.61 feet to an intersection with the West line of the East 330 feet of said Section 29; thence run S01°05'41"E along said West line for 5,302.78 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 32; thence run N89°58'16"E along said North line for 300.05 feet to an intersection with the West line of the East 30 feet said Section 32; thence run S00°54'19"E along said West line for 2,457.49 feet to a point of curvature and intersection with the Westerly line of a right of way easement described in a deed recorded in Official Records Book 1204, at Page 27, Lee County Records; thence run along said Westerly line the following five (5) courses: Southerly along an arc of a curve to the right of radius 85.00 feet (delta 35°08'53") (chord bearing S16°40'07"W) (chord 51.33 feet) for 52.14 feet to a point of tangency; S34°14'33"W for 289.00 feet to a point of curvature; Southerly along an arc of a curve to the left of radius 194.27 feet (delta 86°04'30") (chord bearing S08°47'42"E) (chord 265.17 feet) for 291.85 feet to a point of tangency;

## DESCRIPTION (CONTINUED)

S51°49'57"E for 158.73 feet to a point of curvature and Southeasterly along an arc of a curve to the right of radius 60.00 feet (delta 50°56'00") (chord bearing S26°21'57"E) (chord 51.60 feet) for 53.34 feet to a point of tangency and an intersection with said West line of the East 30 feet said Section 32; thence run S00°53'57"E along said West line for 587.33 feet to an intersection with the North line of lands described in a deed recorded in Official Records Book 2032, at Page 1106, Lee County Records; thence run along the Northerly and Westerly line of said lands the following two (2) courses: S89°03'50"W parallel to the south line of said Section 32 for 1,770.00 feet and S00°53'57"E parallel with the East line of said Section 32 for 1,452.00 feet to an intersection with the South line of the Southeast Quarter (SE 1/4) of said Section 32; thence run S89°03'50"W along the South line of said Fraction for 848.66 feet to the South Quarter corner of said Section 32; thence run S89°10'20"W along the South line of the Southwest Quarter (SW 1/4) of said Section 32 for 2,651.10 feet to the Southeast corner of said Section 31; thence run S88°55'41"W along the South line of the Southeast Quarter of said Section 31 for 2,632.71 feet to the South Quarter corner of said Section 31; thence run N00°55'01"W along the West line of the East Half (E 1/2) of said Section 31 for 5,278.97 feet to the POINT OF BEGINNING.  
Containing 1,126.80 acres, more or less.

### PARCEL 2:

COMMENCING at the North Quarter corner of said Section 30 run N89°01'55"E along the North line of the Northeast Quarter (NE 1/4) of said Section 30 for 38.20 feet; thence run S00°58'05"E for 26.84 feet to an intersection with the South right of way line of Corkscrew Road (100' wide right of way) and the POINT OF BEGINNING.

From said Point of Beginning run N89°32'32"E along said South right of way line for 2,495.91 feet; thence run S00°55'29"E for 218.11 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 20.00 feet (delta 90°25'33") (chord bearing S44°17'17"W) (chord 28.39 feet) for 31.56 feet to a point of tangency; thence run S89°30'04"W for 1,090.81 feet; thence run S82°38'25"W for 964.88 feet; thence run S89°32'32"W for 419.01 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 20.00 feet (delta 90°00'00") (chord bearing N45°27'28"W) (chord 28.28 feet) for 31.42 feet to a point of tangency; thence run N00°27'28"W for 50.37 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 73.00 feet (delta 24°07'25") (chord bearing N11°36'15"E) (chord 30.51 feet) for 30.74 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 127.00 feet (delta 23°04'06") (chord bearing N12°07'55"E) (chord 50.79 feet) for 51.13 feet to a point of tangency; thence run N00°35'52"E for 26.20 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 127.00 feet (delta 17°15'51") (chord bearing N08°02'04"W) (chord 38.12 feet) for 38.27 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 73.00 feet (delta 16°12'31") (chord bearing N08°33'43"W) (chord 20.58 feet) for 20.65 feet to a point of tangency; thence run N00°27'28"W for 120.86 feet to the POINT OF BEGINNING.  
Containing 16.11 acres, more or less.

### PARCEL 3:

COMMENCING at the Northwest corner of said Section 29 run N89°20'15"E along the North line of the Northwest Quarter (NW 1/4) of said Section 29 for 1,002.44 feet; thence run S00°39'45"E for 50.00 feet to an intersection with the South right of way line of Corkscrew Road (100' wide right of way) and the POINT OF BEGINNING.

## DESCRIPTION (CONTINUED)

From said Point of Beginning run N89°20'15"E along said South right of way line for 552.76 feet; thence run S00°39'45"E for 114.49 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 66.50 feet (delta 18°19'21") (chord bearing S08°29'56"W) (chord 21.18 feet) for 21.27 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 133.50 feet (delta 16°36'44") (chord bearing S09°21'14"W) (chord 38.57 feet) for 38.71 feet to a point of tangency; thence run S01°02'52"W for 14.95 feet to a point of curvature; thence run Southerly along an arc of a curve to the left of radius 133.50 feet (delta 28°01'04") (chord bearing S12°57'40"E) (chord 64.63 feet) for 65.28 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 66.50 feet (delta 25°30'28") (chord bearing S14°12'59"E) (chord 29.36 feet) for 29.61 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 1,258.50 feet (delta 14°39'48") (chord bearing S08°47'39"E) (chord 321.20 feet) for 322.08 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 20.00 feet (delta 81°50'54") (chord bearing S24°47'54"W) (chord 26.20 feet) for 28.57 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 3,185.00 feet (delta 04°22'03") (chord bearing S63°32'20"W) (chord 242.73 feet) for 242.79 feet to a point of tangency; thence run S61°21'18"W for 706.75 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 785.00 feet (delta 48°09'13") (chord bearing S37°16'41"W) (chord 640.50 feet) for 659.75 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 20.00 feet (delta 83°34'51") (chord bearing S54°59'30"W) (chord 26.66 feet) for 29.18 feet to a point of tangency; thence run N83°13'04"W for 79.51 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 140.00 feet (delta 34°52'37") (chord bearing N65°46'46"W) (chord 83.91 feet) for 85.22 feet to a point of tangency; thence run N48°20'27"W for 88.19 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the right of radius 80.00 feet (delta 47°24'58") (chord bearing N24°37'58"W) (chord 64.33 feet) for 66.21 feet to a point of tangency; thence run N00°55'29"W for 316.60 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 240.00 feet (delta 12°24'05") (chord bearing N05°16'33"E) (chord 51.85 feet) for 51.95 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 360.00 feet (delta 12°24'05") (chord bearing N05°16'33"E) (chord 77.77 feet) for 77.92 feet to a point of tangency; thence run N00°55'29"W for 155.70 feet; thence run N90°00'00"E for 689.25 feet; thence run N45°00'00"E for 293.74 feet; thence run N00°55'29"W for 616.76 feet to the POINT OF BEGINNING.

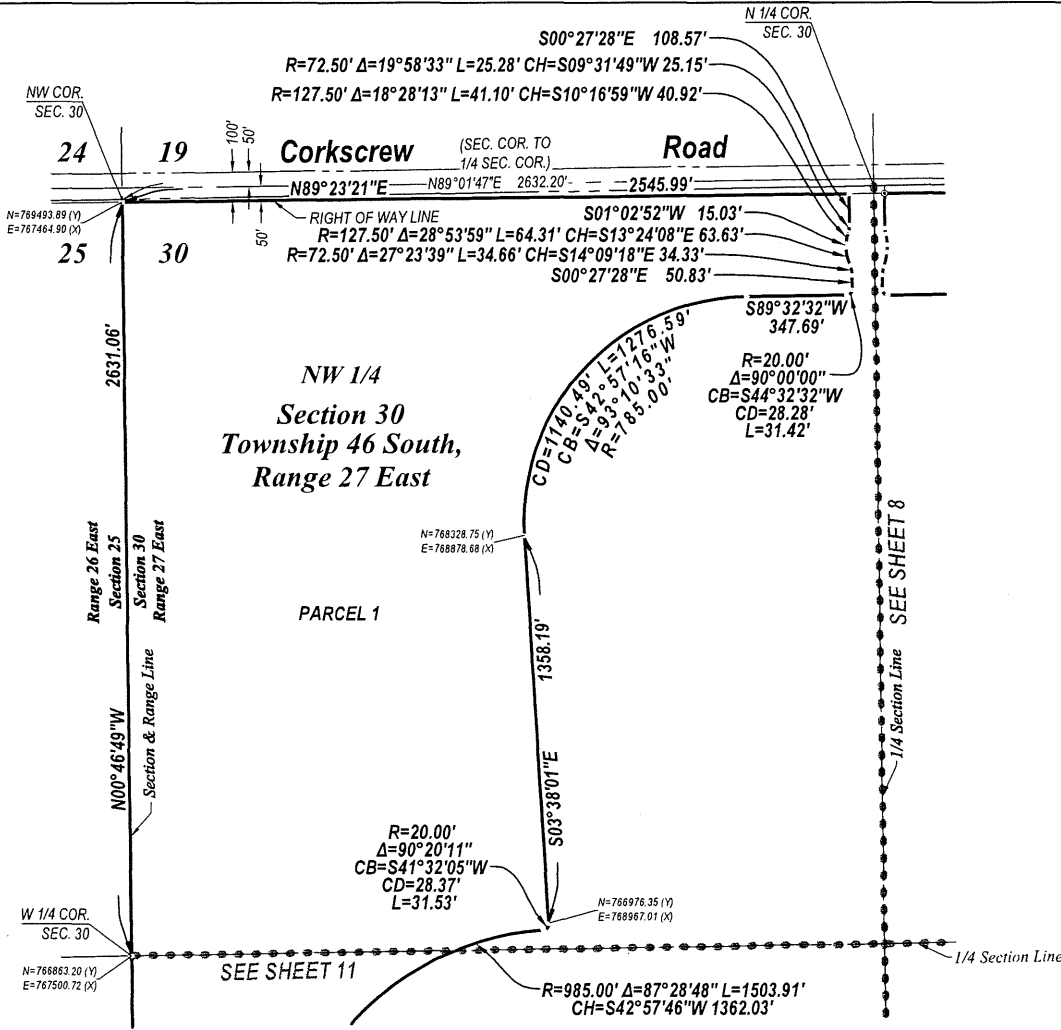
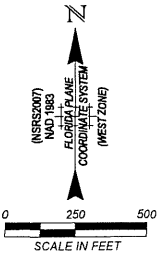
Containing 19.75 acres, more or less.

PARCELS 1 through 3 contain 1,162.66 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2007) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 29 to bear S89°19'58"W.

Scott A. Wheeler (For The Firm)  
Professional Surveyor and Mapper  
Florida Certificate No. 5949





**Barraco**  
 and Associates, Inc.  
 CIVIL ENGINEERING - LAND SURVEYING  
 LAND PLANNING  
 www.Barraco.net  
 2771 MOORECOUR BLVD., SUITE 100  
 FORT MYERS, FLORIDA 33902-2600  
 PHONE (239) 461-3150  
 FAX (239) 461-3159

PREPARED FOR  
**TPL-LAND-SUB, LLC**  
 4954 ROYAL GULF CIRCLE  
 FORT MYERS, FL 33965  
 PHONE (239) 424-5652  
 FAX (239) 424-5653  
 www.Campfp.com

PROJECT DESCRIPTION  
**VERDANA VILLAGE**  
 A Parcel of Land in  
 Sections 29, 30, 31 & 32,  
 Township 46 South,  
 Range 27 East  
 Lee County, Florida

PROJECT SURVEYOR  
  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR OR REGISTERED PROFESSIONAL ENGINEER

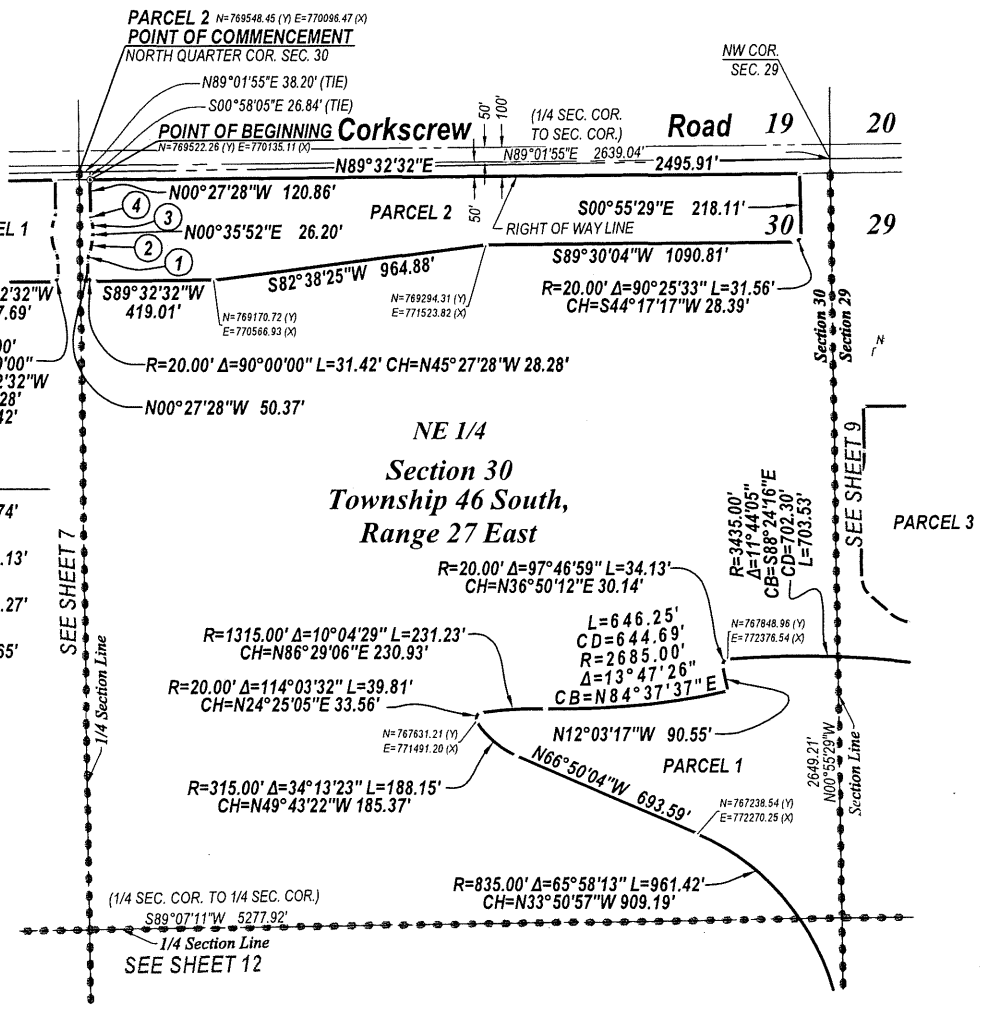
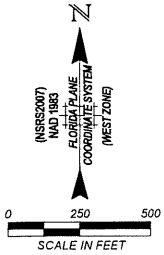
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LAYOUT	1
LOCATION	12184.DWG.SURVEY.DIGITIZER.DWG
PLOT DATE	THU, 5-31-2007, 7:51:04
PLOT BY	PETER OLSEN
DRAWING DATA	
SUPPLY DATE	05-27-2007
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=50'
FIELD BOOK	

PLAT REVISIONS	

STRAP NUMBERS	

SKETCH TO ACCOMPANY DESCRIPTION  
 PROJECT FILE NO. SHEET NUMBER  
 2342 7 OF 20  
 20-46-27





**COURSE INFORMATION**

- ① R=73.00' Δ=24°07'25" L=30.74'  
CH=N11°36'15"E 30.51'
- ② R=127.00' Δ=23°04'06" L=51.13'  
CH=N12°07'55"E 50.79'
- ③ R=127.00' Δ=17°15'51" L=38.27'  
CH=N08°02'04"W 38.12'
- ④ R=73.00' Δ=16°12'31" L=20.65'  
CH=N08°33'43"W 20.58'

**Barraco**  
and Associates, Inc.  
CIVIL ENGINEERING - LAND SURVEYING  
LAND PLANNING  
[www.barraco.net](http://www.barraco.net)  
2771 HIGGINS RD. SUITE 100  
FORT MYERS, FLORIDA 33902-2400  
PHONE (239) 461-3100  
FAX (239) 461-3102

PREPARED FOR  
**TPL-LAND-SUB, LLC**  
4554 ROYAL GULF CIRCLE  
FORT MYERS, FL 33955  
PHONE (239) 425-5652  
FAX (239) 425-5652  
[www.CEProgram.com](http://www.CEProgram.com)

PROJECT DESCRIPTION  
**VERDANA VILLAGE**  
A Parcel of Land in  
Sections 29, 30, 31 & 32,  
Township 46 South,  
Range 27 East  
Lee County, Florida

PROJECT SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

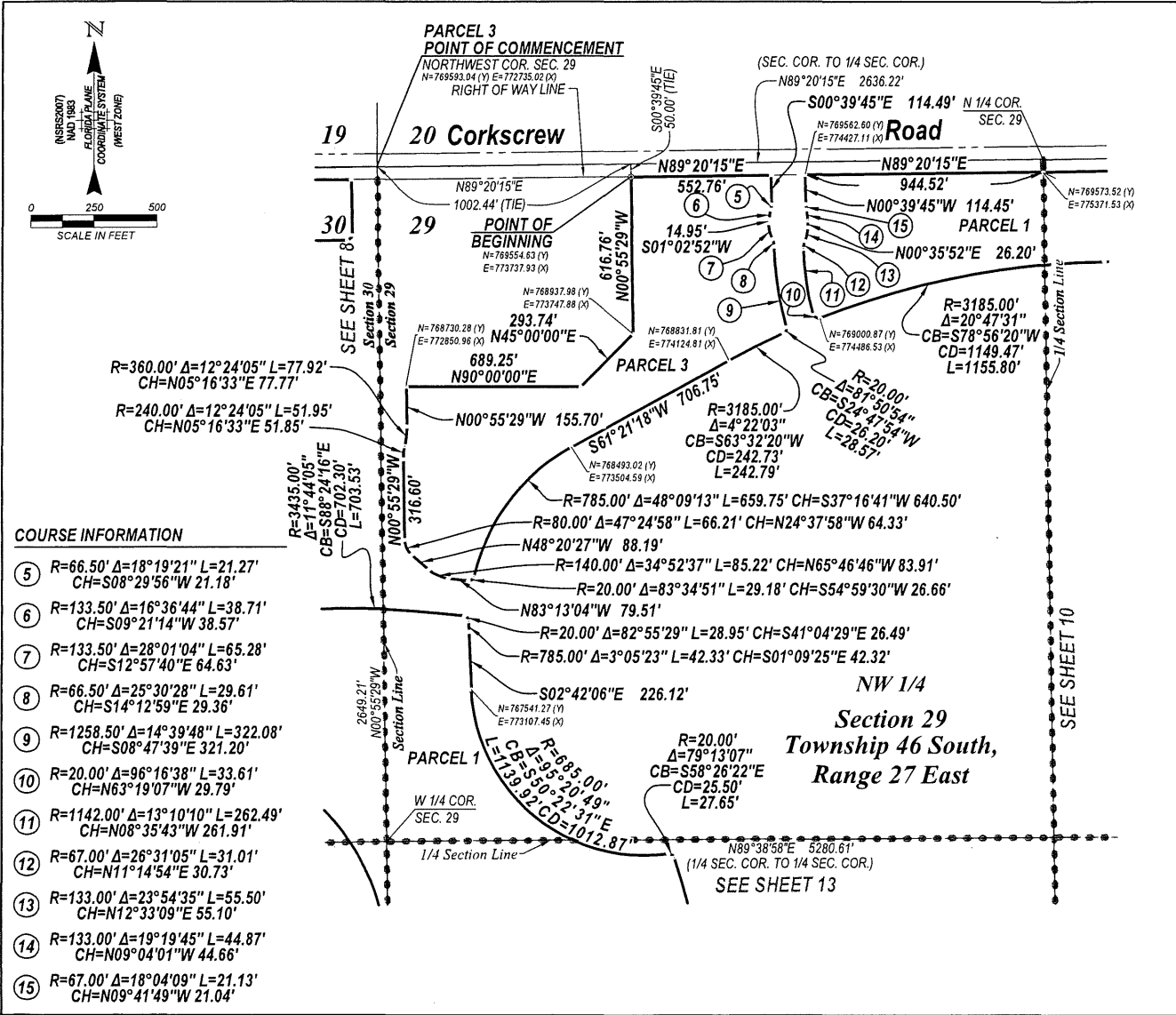
FILE NAME	2304062.DWG
LAYOUT	A
LOCATION	J:\2304062\2304062.DWG
PLOT DATE	THU, 5/11/2006, 1:44 AM
PLOT BY	PETER OLSEN
DATE	
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=50'
FIELD BOOK	

PLAN REVISIONS

NO.	DESCRIPTION

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
2304062	8 OF 20



**COURSE INFORMATION**

- ⑤ R=66.50' Δ=18°19'21" L=21.27'  
CH=S08°29'56"W 21.18'
- ⑥ R=133.50' Δ=16°36'44" L=38.71'  
CH=S09°21'14"W 38.57'
- ⑦ R=133.50' Δ=28°01'04" L=65.28'  
CH=S12°57'40"E 64.63'
- ⑧ R=66.50' Δ=25°30'28" L=29.61'  
CH=S14°12'59"E 29.36'
- ⑨ R=1258.50' Δ=14°39'48" L=322.08'  
CH=S08°47'39"E 321.20'
- ⑩ R=20.00' Δ=96°16'38" L=33.61'  
CH=N63°19'07"W 29.79'
- ⑪ R=1142.00' Δ=13°10'10" L=262.49'  
CH=N08°35'43"W 261.91'
- ⑫ R=67.00' Δ=26°31'05" L=31.01'  
CH=N11°14'54"E 30.73'
- ⑬ R=133.00' Δ=23°54'35" L=55.50'  
CH=N12°33'09"E 55.10'
- ⑭ R=133.00' Δ=19°19'45" L=44.87'  
CH=N09°04'01"W 44.66'
- ⑮ R=67.00' Δ=18°04'09" L=21.13'  
CH=N09°41'49"W 21.04'

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2271 MORGAN BLVD., SUITE 100  
POST OFFICE DRAWER 2800  
FORT MYERS, FLORIDA 33902-2800  
PHONE (239) 942-3170  
FAX (239) 461-3169

FLORIDA CERTIFICATE OF AUTHORIZATION  
ENGINEERING 7395 - SURVEYING 16-0462

PREPARED FOR

**TPL-LAND-SUB,  
LLC**

4954 ROYAL GULF CIRCLE  
FORT MYERS, FL 33965  
PHONE (239) 425-8652  
FAX (239) 425-8655  
www.csmfp.com

PROJECT DESCRIPTION

**VERDANA  
VILLAGE**

A Parcel of Land in  
Sections 29, 30, 31 & 32,  
Township 46 South,  
Range 27 East  
Lee County, Florida

PROJECT SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, PAPER OR DIGITAL, SEAL OF A LICENSED SURVEYOR AND MAPPER

FILE NAME: 1338RDVD09SURVEYDIRECTION

LAYOUT: X

LOCATION: 1338RDVD09SURVEYDIRECTION

PLOT DATE: THU, 5/21/2020 7:51:44 AM

PLT BY: PETER CLISBY

DRAWING DATA

SURVEY DATE: 08/21/2020

DRAWN BY: P. CLISBY

CHECKED BY:

SCALE: 1"=50'

FIELD BOOK:

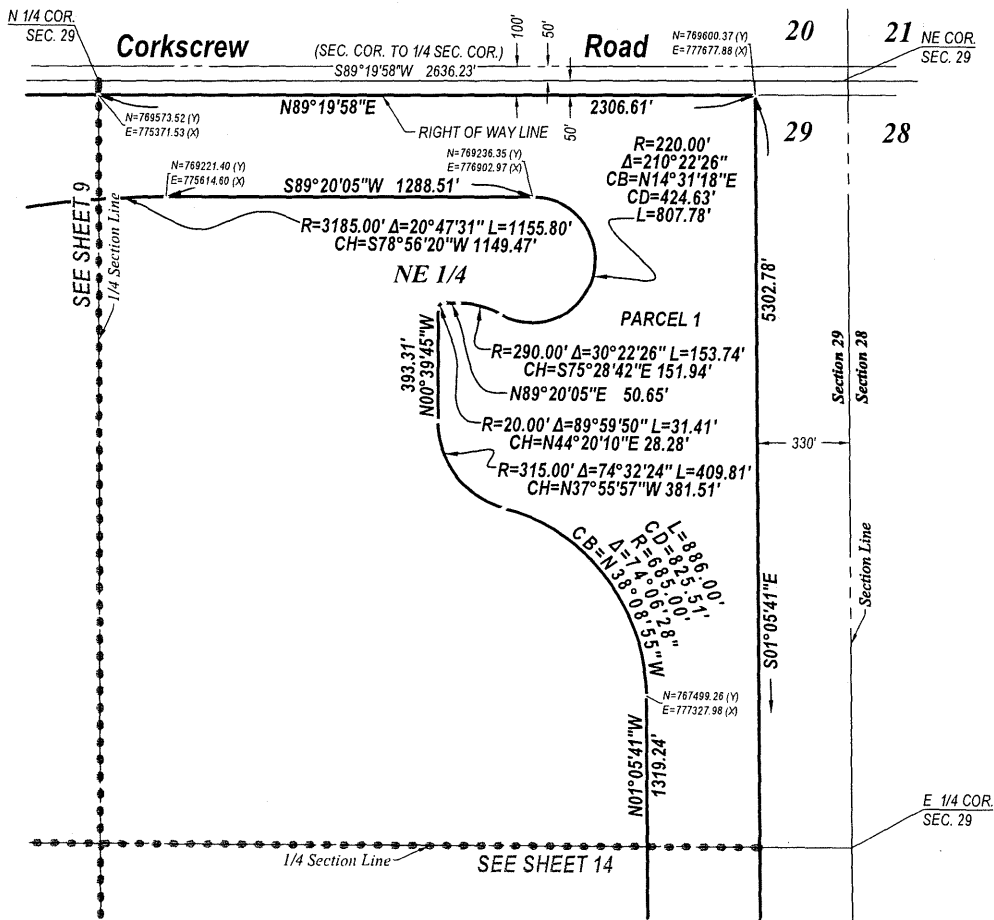
PLAN REVISIONS

STAMP REVISIONS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT/FILE NO: 23845  
23-46-27

SHEET NUMBER: 9 OF 20



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 LAND PLANNING  
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 2271 MCGREGOR BLVD., SUITE 100  
 FORT MYERS, FL 33905  
 FORT MYERS, FL 33905-7400  
 PHONE (239) 461-3170  
 FAX (239) 461-3169  
 FLORIDA CERTIFICATE OF AUTHORIZATION  
 ENGINEERING 7995 - SURVEYING LB-9340  
 PREPARED FOR

**TPL-LAND-SUB, LLC**  
 4954 ROYAL GULF CIRCLE  
 FORT MYERS, FL 33905  
 PHONE (239) 425-8652  
 FAX (239) 425-8655  
 www.Campop.com

PROJECT DESCRIPTION  
**VERDANA VILLAGE**  
 A Parcel of Land in  
 Sections 29, 30, 31 & 32,  
 Township 46 South,  
 Range 2 East  
 Lee County, Florida



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RUBBER OR GUM SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

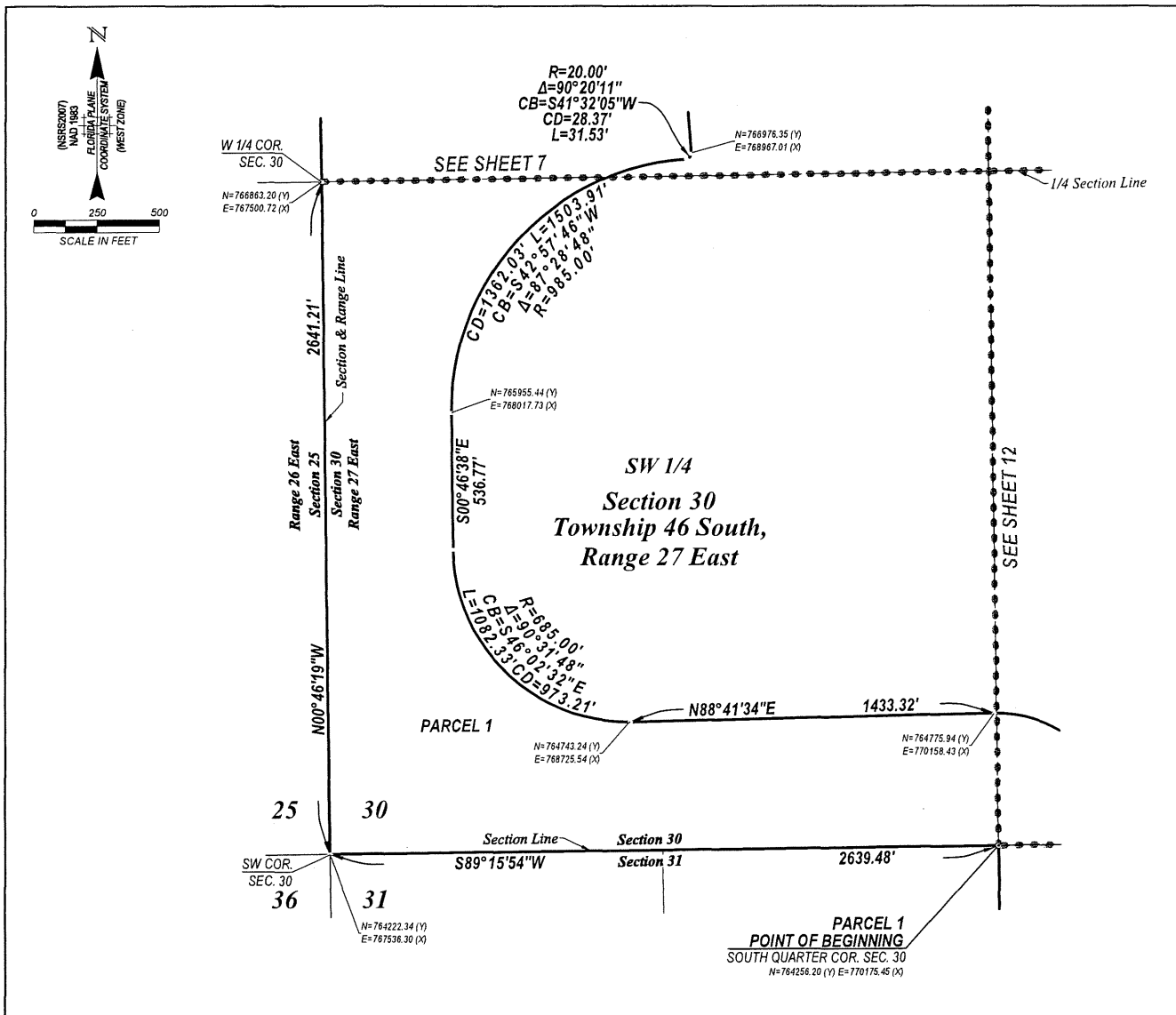
FILE NAME	23845-29-46-27
LAYOUT	10
LOCATION	1384600000/0000000000
PLOT DATE	04/15/2009 11:57 AM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	05/21/2009
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS	

STRAP NUMBERS	

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT FILE NO	23845-29-46-27
SHEET NUMBER	10 OF 20



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CIVIL ENGINEERING - LAND SURVEYING  
LAND PLANNING

[www.barraco.net](http://www.barraco.net)  
2371 MURKIN BLVD., SUITE 100  
FORT MYERS, FLORIDA 33902-2900  
PHONE (239) 461-0370  
FAX (239) 461-3159

FLORIDA CERTIFICATE OF AUTHORIZATION  
ENGINEERING 7995 - SURVEYING 18-0482

PREPARED FOR

**TPL-LAND-SUB,  
LLC**

4554 ROYAL GULF CIRCLE  
FORT MYERS, FL 33965  
PHONE (239) 432-4652  
FAX (239) 425-6665  
[www.campco.com](http://www.campco.com)

PROJECT DESCRIPTION

**VERDANA  
VILLAGE**  
A Parcel of Land in  
Sections 29, 30, 31 & 32,  
Township 46 South,  
Range 27 East  
Lee County, Florida

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL, RAISED OR DIGITAL SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

FILE NAME | 11181619.DWG

LAYOUT | 11

LOCATION | 11181619.DWG SURVEY SKETCH

PLOT DATE | THU, 6/21/2012 7:53 AM

PLOT BY | PETER GLODEN

DRAWING DATA

SURVEY DATE | 08/21/2012

DRAWN BY | P. GLODEN

CHECKED BY |

SCALE | 1"=50'

FIELD BOOK |

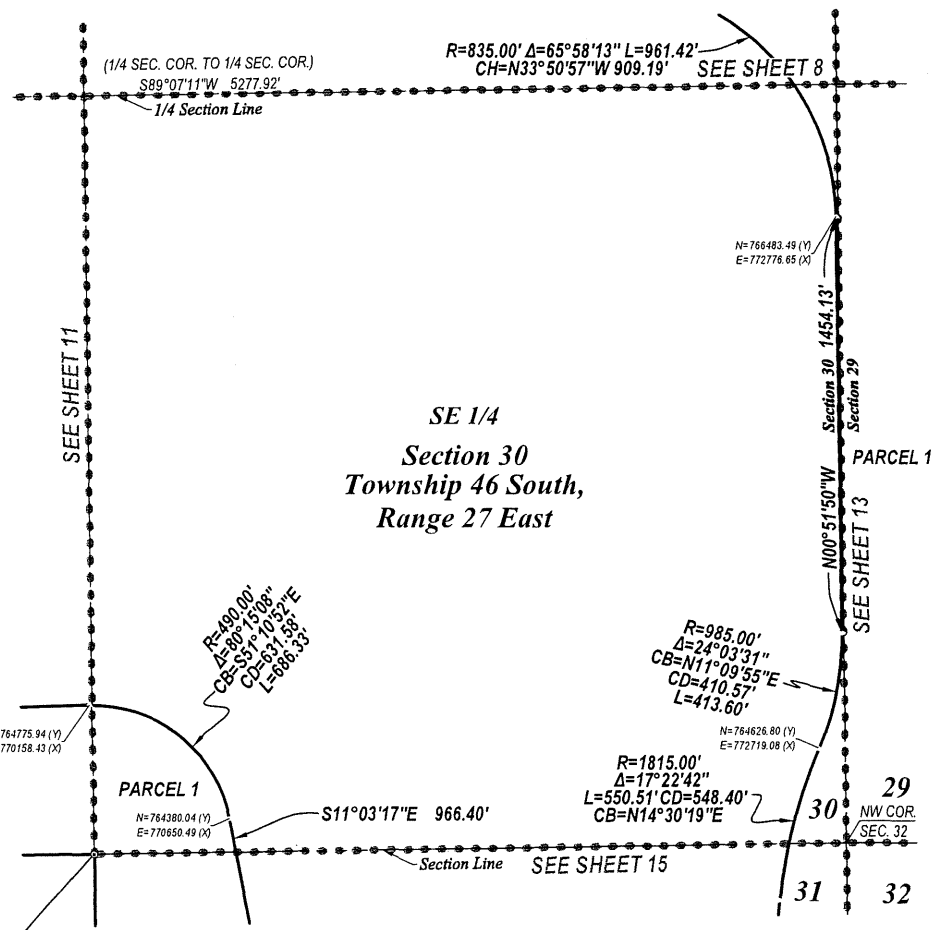
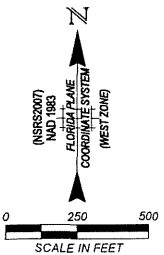
PLAN REVISIONS

NO.	DESCRIPTION

STRAP NUMBERS

SKETCH TO  
ACCOMPANY  
DESCRIPTION

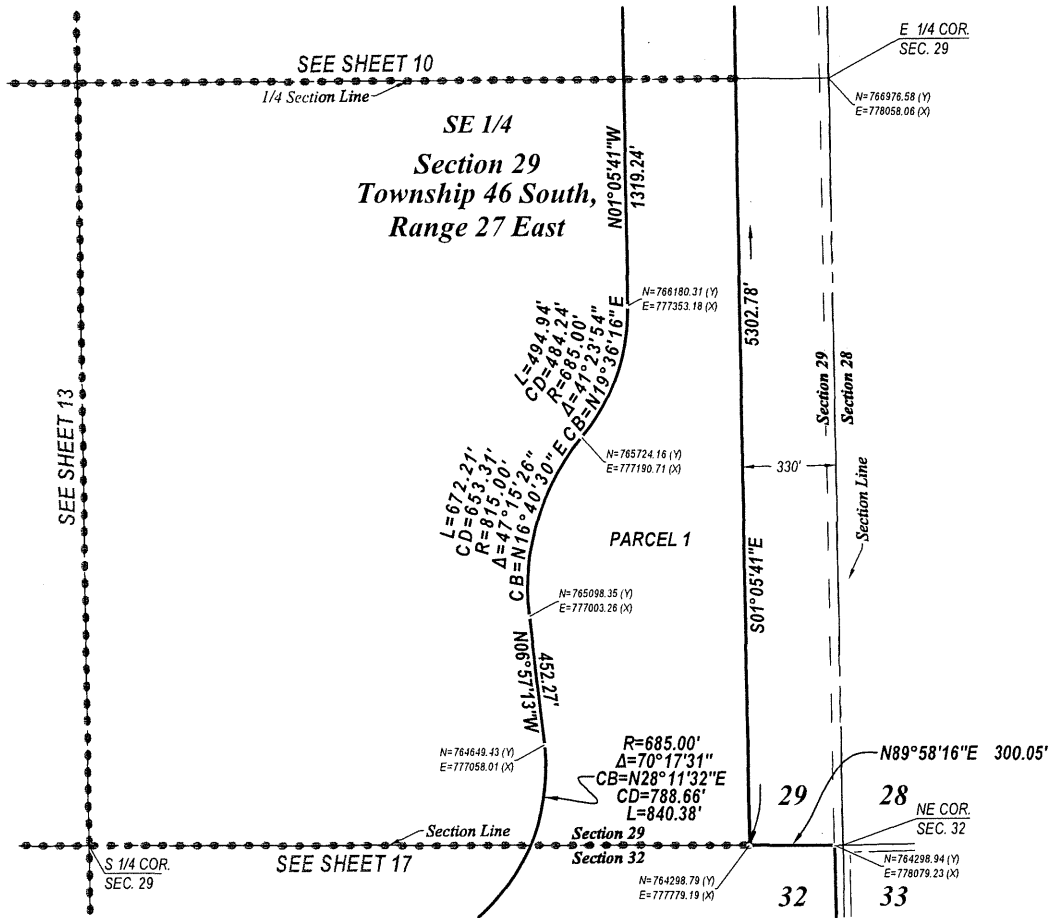
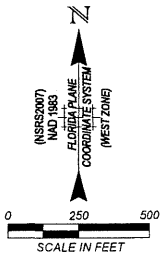
PROJECT/FILE NO | SHEET NUMBER  
13845 | 11 OF 20  
28-4627



**PARCEL 1**  
**POINT OF BEGINNING**  
 SOUTH QUARTER COR. SEC. 30  
 $N=764256.20 (Y)$   $E=770175.45 (X)$

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 LAND PLANNING  
 www.barraco.net  
 2271 MAGRECK BLVD. SUITE 100  
 POST OFFICE DRAWER 2800  
 FORT MYERS, FLORIDA 33902-2800  
 PHONE (239) 461-3170  
 FAX (239) 461-3159  
 FLORIDA CERTIFICATE OF AUTHORIZATION  
 ENGINEERING 7995 - SURVEYING LB-940  
 PREPARED FOR  
**TPL-LAND-SUB,**  
**LLC**  
 4554 ROYAL GULF CIRCLE  
 FORT MYERS, FL 33965  
 PHONE (239) 425-5652  
 FAX (239) 425-6650  
 www.Camprep.com  
 PROJECT DESCRIPTION  
**VERDANA**  
**VILLAGE**  
 A Parcel of Land in  
 Sections 29, 30, 31 & 32,  
 Township 46 South,  
 Range 27 East  
 Lee County, Florida  
 PROJECT SURVEYOR  
  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR REGISTERED  
 FILE NAME: 250629A.DWG  
 LAYOUT: 12  
 LOCATION: 12540 DUNDON DR., VERDANA VILLAGE  
 PLOT DATE: THU, 5/21/2009 - 8:51 AM  
 PLOT BY: PETER GLADY  
 DRAWING DATA  
 SUPERVISED DATE: 2/24/2009  
 DRAWN BY: P. GLADY  
 CHECKED BY:  
 SCALE: 1"=500'  
 FIELD BOOK:  
 PLAN REVISIONS  
 STRAP NUMBERS  
 SKETCH TO ACCOMPANY DESCRIPTION  
 PROJECT FILE NO: 22845 SHEET NUMBER: 12 OF 20  
 25-46-27





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LAND PLANNING

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FORT MYERS, FLORIDA 33902-2900  
PHONE (239) 461-3170  
FAX (239) 461-3169

FLORIDA CERTIFICATE OF AUTHORIZATION  
ENGINEERING 7295 - SURVEYING LB-4240

PREPARED FOR

**TPL-LAND-SUB,  
LLC**

4554 ROYAL GULF CIRCLE  
FORT MYERS, FL 33965  
PHONE (239) 425-2662  
FAX (239) 425-2665  
www.carrgeop.com

PROJECT DESCRIPTION

**VERDANA  
VILLAGE**  
A Parcel of Land in  
Sections 29, 30, 31 & 32,  
Township 46 South,  
Range 27 East  
Lee County, Florida

PROJECT SURVEYOR



HIS VALID WITHIN THE JURISDICTION AND THE  
ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

FILE NAME | 12345678901234567890

LAYOUT | 14

LOCATION | 12345678901234567890

PLOT DATE | THU, 5-21-2003 8:05 AM

PLOT BY | PETER OLSEN

DRAWING DATA

SURVEY DATE | 05-21-2003

DRAWN BY | P. OLSEN

CHECKED BY |

SCALE | 1"=100'

FIELD BOOK |

PLAN REVISIONS

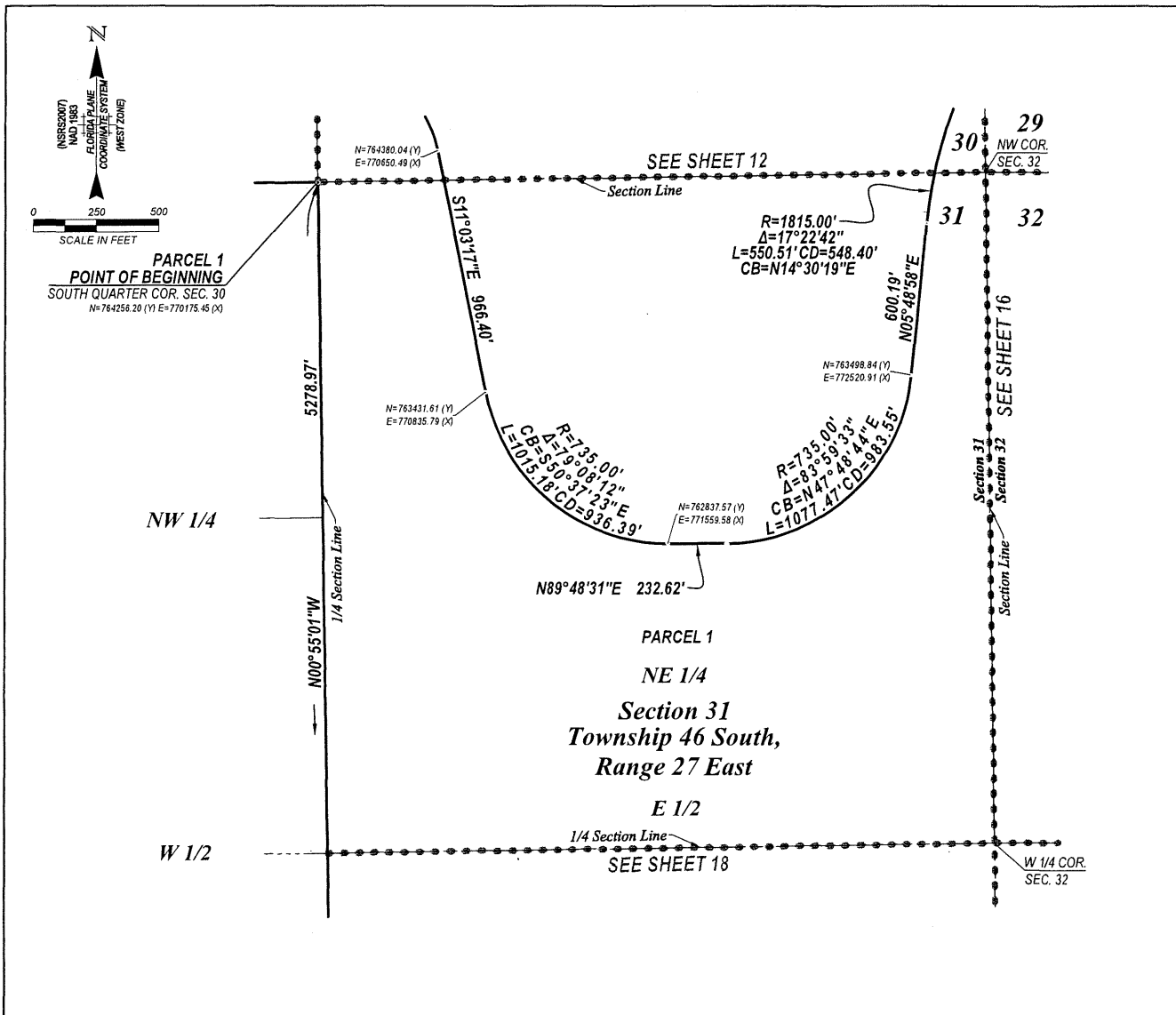
STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT FILE NO | SHEET NUMBER

23845 | 14 OF 20

2446-27



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 LAND PLANNING  
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 2371 MADRESCOR BLVD., SUITE 100  
 POST OFFICE DRAWER 2800  
 FORT MYERS, FLORIDA 33902-1800  
 PHONE (239) 461-3170  
 FAX (239) 461-3162

FLORIDA CERTIFICATE OF AUTHORIZATION  
 ENGINEERING 7395 - SURVEYING 18-0495


PREPARED FOR

**TPL-LAND-SUB, LLC**  
 4554 ROYAL GULF CIRCLE  
 FORT MYERS, FL 33965  
 PHONE (239) 423-2652  
 FAX (239) 425-8665  
 www.C2Mprep.com

PROJECT DESCRIPTION

**VERDANA VILLAGE**  
 A Parcel of Land in  
 Sections 29, 30, 31 & 32,  
 Township 46 South,  
 Range 27 East  
 Lee County, Florida

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED ON DIGITAL SEAL OF A LICENSED SURVEYOR AND MAPPER

FILE NAME	128406RADVDWG
LAYOUT	15
LOCATION	J:\216406\RADVDWG\128406RADVDWG.DWG
PLOT DATE	THU, 6-21-2006, 8:07 AM
PLOT BY	PETER OLSEN

DRAWING DATA	
SURVEY DATE	05-21-2006
DRAWN BY	P. OLSEN
CHECKED BY	SCALE
FIELD BOOK	1"=300'

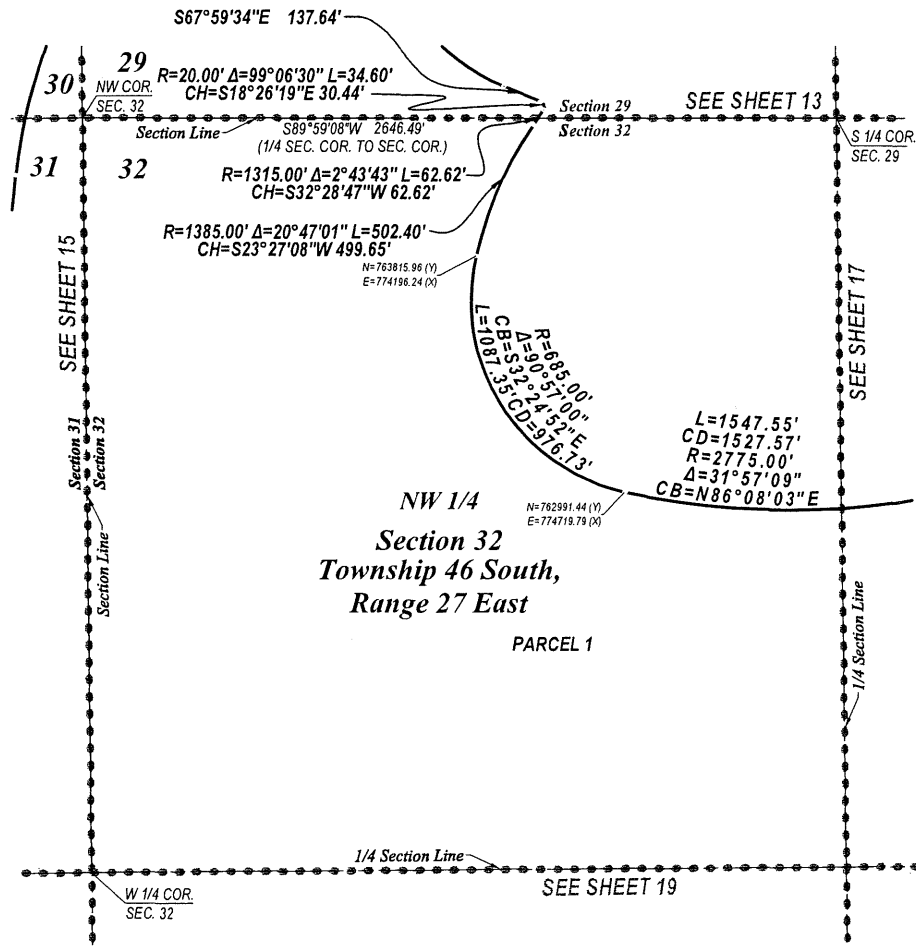
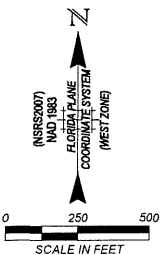
PLAN REVISIONS	

STAMP NUMBERS

PROJECT FILE NO	SHEET NUMBER
2368 2446-27	15 OF 20

SKETCH TO ACCOMPANY DESCRIPTION





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LAND PLANNING

[www.barraco.net](http://www.barraco.net)  
277 MADISON BLVD., SUITE 100  
FORT MYERS, FLORIDA 33902-1600  
PHONE (239) 461-3170  
FAX (239) 461-3169

FLORIDA CERTIFICATE OF AUTHORIZATION  
ENGINEERING 7955 - SURVEYING LS-0240

PREPARED FOR

**TPL-LAND-SUB,  
LLC**

4514 ROYAL GULF CIRCLE  
FORT MYERS, FL 33965  
PHONE (239) 425-4662  
FAX (239) 425-4665  
[www.tplgrp.com](http://www.tplgrp.com)

PROJECT DESCRIPTION

**VERDANA  
VILLAGE**

A Parcel of Land in  
Sections 29, 30, 31 & 32,  
Township 46 South,  
Range 27 East  
Lee County, Florida

PROJECT SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PAID OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

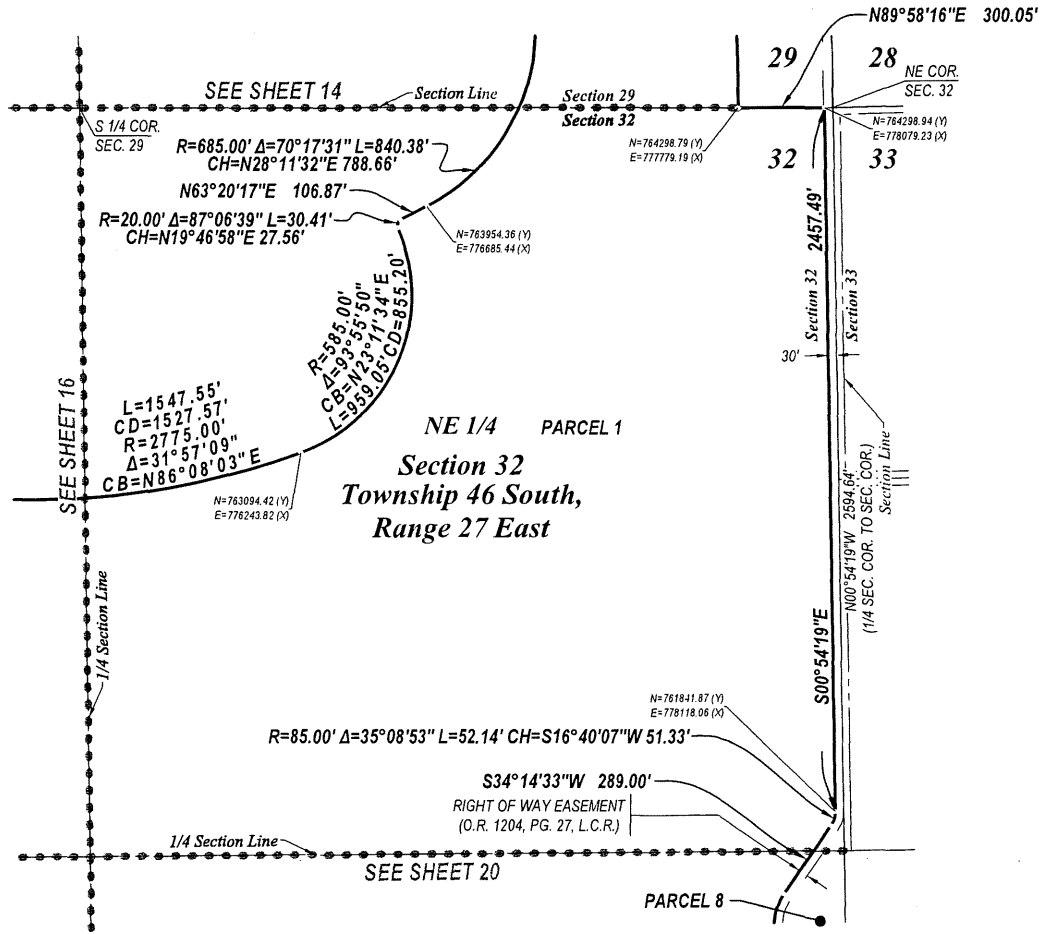
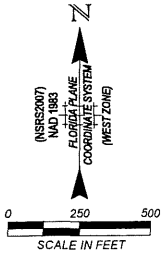
FILE NAME	TPL-VERDANA.DWG
LAYOUT	16
LOCATION	1/4 NW COR. SEC. 32, T. 46 S., R. 27 E., L. 154
PLOT DATE	THU 03/11/2010 8:59 AM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	08-21-2020
DRAWN BY	P. OLSEN
ENGINNER BY	
SCALE	1"=500'
FIELD BOOK	

PLAN REVISIONS


STRAP NUMBERS


SKETCH TO ACCOMPANY DESCRIPTION

PROJECT/FILE NO	SHEET NUMBER
23843 204657	16 OF 20



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2271 MADISON BLVD., SUITE 100  
FORT MYERS, FLORIDA 33902-3600  
PHONE (239) 464-3170  
FAX (239) 461-3169

FLORIDA CERTIFICATE OF AUTHORIZATION  
ENGINEERING: 7995 - SURVEYING: 18-9942

PREPARED FOR

**TPL-LAND-SUB, LLC**

4954 ROYAL OAK CIRCLE  
FORT MYERS, FL 33965  
PHONE (239) 432-6442  
FAX (239) 432-6465  
www.Campgroup.com

PROJECT DESCRIPTION

**VERDANA VILLAGE**

A Parcel of Land in Sections 29, 30, 31 & 32, Township 46 South, Range 27 East Lee County, Florida

PROJECT SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL INKED OR DIGITAL SEAL OF A LICENSED SURVEYOR AND MAPPER

FILE NAME: TPL-VERDA-0105

LAYOUT: 11

LOCATION: J:\2014\TODOSURV\VERDA\SETDA

PLOT DATE: 04/15/2025 8:18 AM

PLOT BY: PETER OLSEN

DRAWING DATA

SURVEY DATE: 05/1/2020

DRAWN BY: P. OLSEN

CHECKED BY:

SCALE: 1"=50'

FIELD BOOK:

PLAN REVISIONS

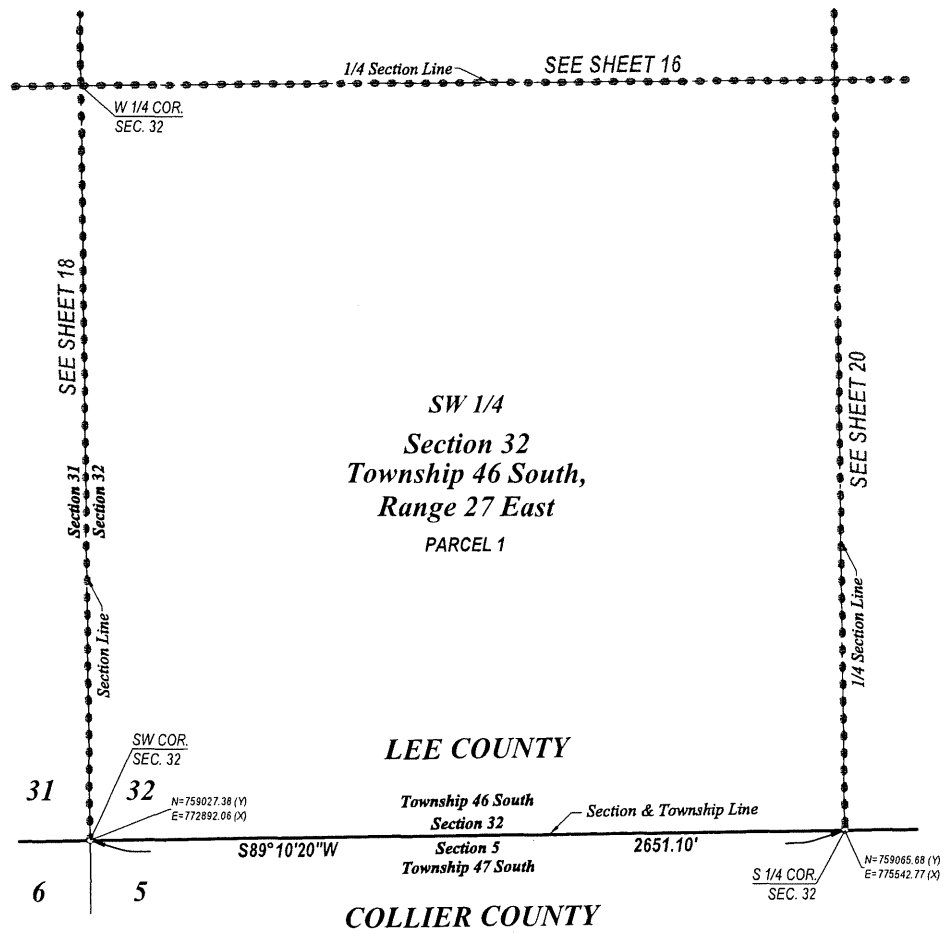
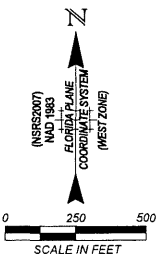
STRIP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO: 2345 2346-27

SHEET NUMBER: 17 OF 20

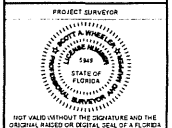




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 2371 IMPERIAL BLVD., SUITE 100  
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 PHONE (239) 461-3170  
 FAX (239) 461-3169  
 FLORIDA CERTIFICATE OF AUTHORIZATION  
 ENGINEERING 7992 - SURVEYING LICENSE

PREPARED FOR  
**TPL-LAND-SUB, LLC**  
 4554 ROYAL GULF CIRCLE  
 FORT MYERS, FL 33965  
 PHONE (239) 425-8812  
 FAX (239) 425-8851  
 www.tplgroup.com

PROJECT DESCRIPTION  
**VERDANA VILLAGE**  
 A Parcel of Land in  
 Sections 29, 30, 31 & 32,  
 Township 46 South,  
 Range 27 East  
 Lee County, Florida



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RUBBER OR DIGITAL SEAL OF A LICENSED SURVEYOR OR MAPPING ENGINEER

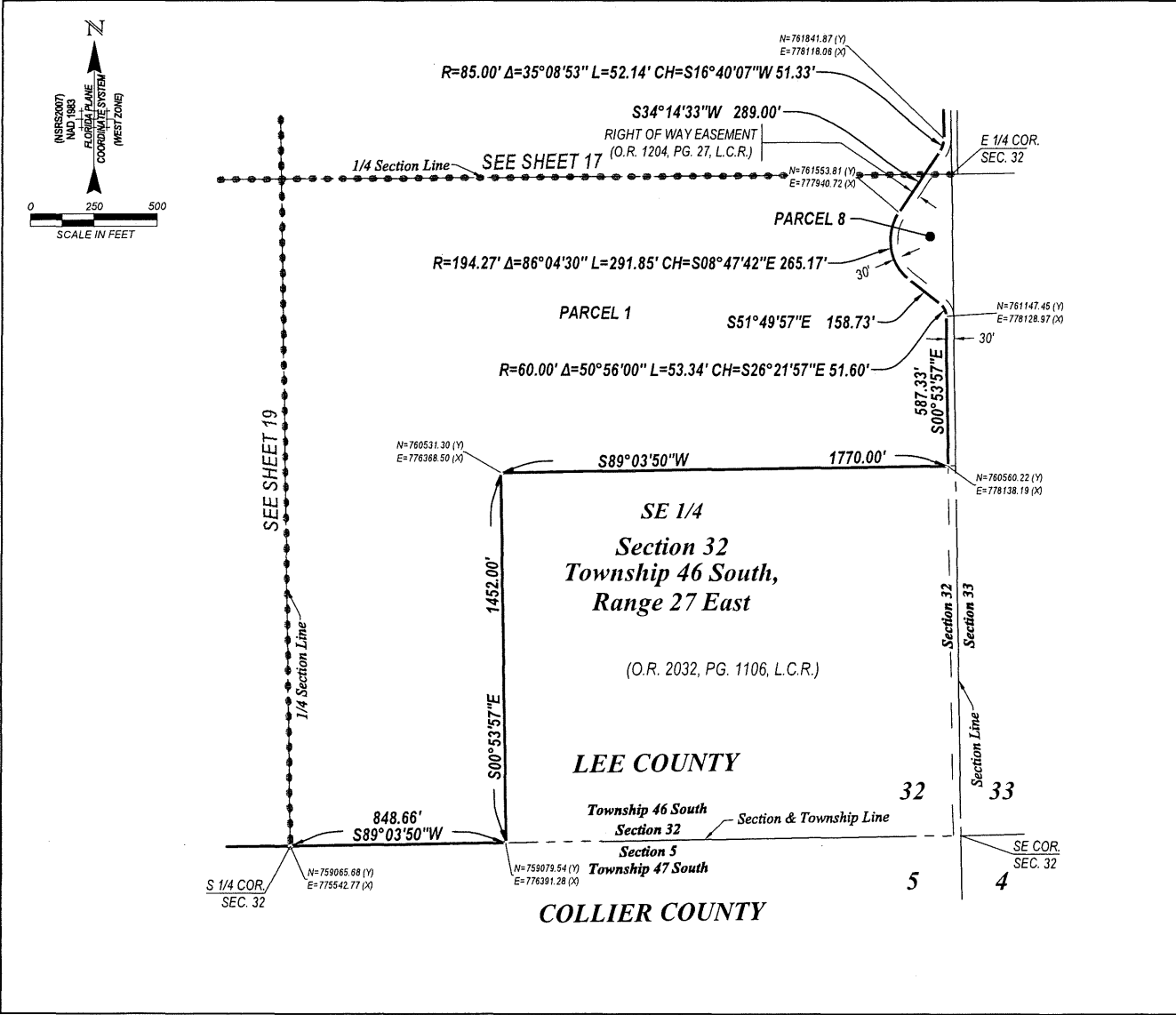
FILE NAME	20240620.DWG
LAYOUT	19
LOCATION	J:\2024\RD\SURVEY\2024\0620.DWG
PLOT DATE	THU, 5/21/2025, 8:14 AM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	08-21-2020
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=50'
FIELD BOOK	

PLAN REVISIONS	

STRIP NUMBERS	

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23845 24046-27	19 OF 20




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 LAND PLANNING  
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 POST OFFICE DRAWER 2600  
 FORT MYERS, FLORIDA 33902-2600  
 PHONE (339) 461-3170  
 FAX (339) 461-3169  
 FLORIDA CERTIFICATE OF AUTHORIZATION  
 ENGINEERING 7995 - SURVEYING 15-5484

PREPARED FOR  
**TPL-LAND-SUB,**  
**LLC**  
 4554 ROYAL GULF CIRCLE  
 FORT MYERS, FL 33955  
 PHONE (339) 425-5652  
 FAX (339) 425-5655  
 www.CSnpgrp.com

PROJECT DESCRIPTION  
**VERDANA**  
**VILLAGE**  
 A Parcel of Land in  
 Sections 29, 30, 31 & 32,  
 Township 46 South,  
 Range 27 East  
 Lee County, Florida

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL IMPRESSION OF DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NAME	121824RVDW.SURVEYING.DWG
LAYOUT	32
LOCATION	J:\21824RVDW.SURVEYING.DWG\SECTION
PLOT DATE	THU, 6/31/2025, 8:16 AM
PLOT BY	PETER OLSEN

DRAWING DATA

SURVEY DATE	05/21/2020
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=500'
FIELD BOOK	

PLAN REVISIONS

NO.	DATE	DESCRIPTION

STAMP NUMBERS

SKETCH TO  
 ACCOMPANY  
 DESCRIPTION

PROJECT FILE NO	SHEET NUMBER
21824	20 OF 20
2446-27	

**EXHIBIT "C"**  
**"MANAGEMENT PLANS"**

*INTENTIONALLY LEFT BLANK*

*SEE DOS2020-00038*

**EXHIBIT "D"**

**"ZONING RESOLUTION AND MASTER CONCEPT PLAN"**

*INTENTIONALLY LEFT BLANK*

*SEE ZONING RESOLUTION Z-20-006*