HOLEMONTES
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SINCE 1966
950 Encore Way, Suite 200 • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

June 1, 2023

Anthony Rodriguez, AICP, CPM, Zoning Manager
Department of Community Development
1500 Monroe Street
Fort Myers, FL 33901

Re: Arborwood Village CPD
HM Project No. 2022.115

Dear Mr. Rodriguez:

Enclosed please find our Application for a Planned Development Amendment for the above-referenced project. The Arborwood Village CPD is located on the northwestern corner of the intersection of Treeline Avenue and Daniels Parkway, approximately half a mile east from Interstate 75. Goldenwood Drive runs through the CPD and connects to Treeline Avenue and Daniels Parkway. Across Treeline Avenue, the northern half of the CPD is bordered on the east by the City of Ft. Myers.

This is a request to amend the existing Arborwood Village CPD (Z-19-021, as subsequently amended) to request a deviation to allow for a parking reduction greater than 10% for storage, indoor uses within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP), or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as to stormwater, roadways, or indigenous preserves.

We enclose the following:

- One (1) copy of cover letter with project narrative;
- One (1) copy of completed application for Planned Development Public Hearing;
- One (1) copy of notarized Affidavit of Authorization;
- One (1) copy of notarized Disclosure of Interest;
- One (1) copy of Sketch Legal Description;
- One (1) copy of Boundary Survey;
- One (1) copy of Title Certification;
- One (1) copy of List of Surrounding Property Owners;
- One (1) Map of Surrounding Property Owners;
- One (1) copy of List of Zoning Resolutions;
- One (1) copy of Waivers from Application Submission Requirements;
- One (1) copy of Request Statement;
- One (1) copy of Master Concept Plan (MCP) Option A;
- One (1) copy of Master Concept Plan (MCP) Option C;
- One (1) copy of Water and Sewer Availability;

- One (1) copy of Notice to Property Owners within PUD; and
- One (1) copy of Parking Study.

If you have any questions, please don't hesitate to contact us.

Very truly yours,

HOLE MONTES, A BOWMAN COMPANY

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

Enclosures as noted

cc: Elias Vassilaros w/enclosures
Charlie Krebs w/enclosures

Lee County Community Development

APPLICATION FOR PLANNED DEVELOPMENT PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: Arborwood Village CPD Amendment

Request: Rezone from: CPD To: CPD

Type: ☐ Major PD ☐ Minor PD ☐ DRI w/Rezoning ☐ PRFPD
☐ Major PD Amendment ☒ Minor PD Amendment

Bonus Density included? ☒ NO ☐ YES[1] for: _____ Bonus Units

[1] *If **YES**, submit additional fee required by LDC 2-147(A)(3)*

Summary of Project:

The applicant is requesting an amendment to the Arborwood Village CPD (Z-19-021, as subsequently amended) to request a deviation to allow for a parking reduction greater than 10% for storage, indoor uses within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP), or within Anchor Parcel 1-C as depicted on Option C of the MCP.

PART 1
APPLICANT/AGENT INFORMATION

A. Name of Applicant: Eugene T. Minvielle IV (Manager, Arborwood Self Storage LLC)
Address: 5150 Tamiami Trail N. STE #204
City, State, Zip: Naples, FL 34103
Phone Number: 337-322-4323
E-mail Address: beu@msepartners.net

B. Relationship of Applicant to owner (check one) and provide Affidavit of Authorization form:

☒ Applicant is the sole owner of the property. **[34-201(a)(1)a.1.]**

☐ Applicant has been authorized by the owner(s) to represent them for this action. **[34-202(a)(3)]**

☐ Application is County initiated. Attach BOCC authorization.

C. Authorized Agent: (If different than applicant) Name of the person who is to receive all County-initiated correspondence regarding this application. [34-202(a)(4)]

1. Company Name: Hole Montes
Contact Person: Jeremie Chastain, AICP
Address: 950 Encore Way
City, State, Zip: Naples, FL 34110
Phone Number: 239-254-2027 Email: jeremiechastain@hmeng.com

2. **Additional Agent(s):** Provide the names of other agents that the County may contact concerning this application. **[34-202(a)(4)]**

PART 2
PROPERTY OWNERSHIP

A. Property owner(s): If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-202(a)(2)]

Name: Arborwood Self Storage LLC
Address: 633 9th St. N
City, State, Zip: Naples, FL 34102
Phone Number: _____ Email: _____

B. Disclosure of Interest [34-202(a)(2)]:

☒ Attach Disclosure of Interest Form.

C. Multiple parcels:

☐ Property owners list. **[34-202(a)(8)]**
☐ Property owners map. **[34-202(a)(8)]**

D. Certification of Title and Encumbrances [34-202(a)(7)]

1. Title certification document, no greater than 90 days old.
2. Date property was acquired by present owner(s): 6/15/2022

PART 3
PROPERTY INFORMATION

A. STRAP Number(s): [Attach extra sheets if additional space is needed.] **[34-203(a)(5)]**
23-45-25-06-00000.0010

B. Street Address of Property: 13600 Goldenwood Dr.

C. Legal Description (must submit) [34-202(a)(5)]:

☒ Legal description (metes and bounds) (8½"x11") and sealed sketch of the legal description.
OR
☐ Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
AND

Boundary Survey [34-202(a)(6):

☒ A Boundary survey, tied to the state plane coordinate system.
OR
☐ Not required if the property is located within a subdivision platted per F.S. Chapter 177.

D. Surrounding property owners (within 500 feet of the perimeter of the subject parcel or portion thereof that is subject of the request)**:**

1. ☒ List of surrounding property owners. **[34-202(a)(9)]**
2. ☒ Map of surrounding property owners. **[34-202(a)(9)]**
3. ☐ One set of mailing labels. **[34-202(a)(9)]**

Note: When the case is found complete/ sufficient, a new list and mailing labels must be submitted.

E. Current Zoning of Property: Arborwood Village CPD (Z-19-021)

☒ Provide a list of all Zoning Resolutions and Zoning Approvals applicable to the subject property.

F. Use(s) of Property:

1. Current uses of property are: Vacant
2. Intended uses of property are: Storage, indoor

G. Future Land Use Classification (Lee Plan):

General Interchange	8.75	Acres	100	% of Total
		Acres		% of Total
		Acres		% of Total

H. Property Dimensions:

1. Width (average if irregular parcel): 717.42 Feet
2. Depth (average if irregular parcel): 531.28 Feet
3. Total area: 8.75 Ac. Acres or square feet
4. Frontage on road or street: 1,106.49 Feet on Goldenwood Dr. Street
   2nd Frontage on road or street: _____ Feet on _____ Street

I. Planning Communities/Community Plan Area Requirements: If located in one of the following planning communities/community plan areas, provide a meeting summary document of the required public informational session.

- ☒ Not Applicable
- ☐ Captiva Planning Community (Captiva Island). **[33-1612(a)&(b); Lee Plan Policy 13.1.7]**
- ☐ North (Upper) Captiva Community Plan area. **[33-1711]**
- ☐ Boca Grande Planning Community. **[Lee Plan Policy 22.1.5]**
- ☐ Caloosahatchee Shores Community Plan area. **[33-1482(a)&(b); Lee Plan Policy 21.6.3]**
- ☐ Page Park Community Plan area. **[33-1203(a) & (b); Lee Plan Policy 27.11.2]**
- ☐ Palm Beach Boulevard Community Plan area. **[Lee Plan Policy 23.5.2]**
- ☐ Buckingham Planning Community. **[Lee Plan Policy 17.7.2]**
- ☐ Pine Island Planning Community. **[33-1004(a) & (b); Lee Plan Policy 14.7.1]**
- ☐ Lehigh Acres Planning Community. **[33-1401(a)&(b); Lee Plan Policy 32.12.2]**
- ☐ North Fort Myers Planning Community. **[33-1532(a)&(b)]**
- ☐ North Olga Community Plan area. **[33-1663(a)&(b)]**

J. Waivers from Application Submission Requirements: Attach waivers, if any, approved by the Director of Zoning. **[34-201(c)]**

PART 4
TYPES OF LAND AREA ON PROPERTY

A.	**Gross Acres (total area within described parcel)**		**8.75**	**Acres**
1.	Submerged land subject to tidal influence		_____ Acres	
2. a.	Preserved freshwater wetlands	_____ Acres		
b.	Impacted wetlands	_____ Acres		
c.	Preserved saltwater wetlands	_____ Acres		
d.	Total wetlands (A.2.a. plus A.2.b. plus A.2.c.)		_____ Acres	
3.	R-O-W providing access to non-residential uses		_____ Acres	
4.	Non-residential use areas (1) (2)		8.75 Acres	
B.	**Total area not eligible as gross residential acreage** (Items A.1. + A.3. + A.4.).		**8.75**	**Acres**
C.	**Gross residential acres. (A minus B)** (3)		**0**	**Acres**
D.	**Gross residential acres (by Land Use Category)**			
1. a.	Intensive Development – upland		_____ Acres	
b.	Intensive Development – preserved freshwater wetlands		_____ Acres	
c.	Intensive Development – impacted wetlands		_____ Acres	
2. a.	Central Urban – upland		_____ Acres	
b.	Central Urban – preserved freshwater wetlands		_____ Acres	
c.	Central Urban – impacted wetlands		_____ Acres	
3. a.	Urban Community or Suburban – upland		_____ Acres	
b.	Urban Community or Suburban – preserved freshwater wetlands		_____ Acres	
c.	Urban Community or Suburban – impacted wetlands		_____ Acres	

4.	**a.**	Suburban – upland	_____	Acres
	b.	Suburban – preserved freshwater wetlands	_____	Acres
	c.	Suburban – impacted wetlands	_____	Acres
5.	**a.**	Outlying Suburban – upland	_____	Acres
	b.	Outlying Suburban – preserved freshwater wetlands	_____	Acres
	c.	Outlying Suburban – impacted wetlands	_____	Acres
6.	**a.**	Sub-Outlying Suburban – upland	_____	Acres
	b.	Sub-Outlying Suburban – preserved freshwater wetlands	_____	Acres
	c.	Sub-Outlying Suburban – impacted wetlands	_____	Acres
7.	**a.**	Rural, Outer Island, Rural Community Preserve – upland	_____	Acres
	b.	Rural, Outer Island, Rural Community Preserve – wetlands	_____	Acres
8.	**a.**	Open Lands – upland	_____	Acres
	b.	Open Lands – wetlands	_____	Acres
9.	**a.**	Resource – upland	_____	Acres
	b.	Resource – wetlands	_____	Acres
10.	**a.**	Wetlands	_____	Acres
11.	**a.**	New Community – upland	_____	Acres
	b.	New Community – wetlands	_____	Acres
12.	**a.**	University Community – upland	_____	Acres
	b.	University Community – wetlands	_____	Acres
13.	**a.**	Coastal Rural – upland	_____	Acres
	b.	Coastal Rural – wetlands	_____	Acres
		TOTAL (should equal "C" above)	**0**	**Acres**

Notes:

(1) Lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses must not be included except within the Mixed Use Overlay {see Note (2) below}.

(2) Within the Mixed Use Overlay, lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses may be included in density calculations {see Lee Plan Objective 4.3}.

(3) Lands to be used for residential uses including land within the development proposed to be used for streets & street rights of way, utility rights-of-way, public & private parks, recreation & open space, schools, community centers, & facilities such as police, fire & emergency services, sewage & water, drainage, and existing man-made waterbodies.

PART 5
RESIDENTIAL DEVELOPMENT - PRELIMINARY DENSITY CALCULATIONS

i. Complete only if living units are proposed in a Future Land Use Category.

ii. If more than one classification, calculations for each classification must be submitted. Attach extra sheets as necessary.

iii. If wetlands are located on the property, density calculations are considered preliminary pending a wetlands jurisdictional determination.

A. Future Land Use Category: _____

		Lee Plan Table 1(a) Max. standard density		**Units**
1.	**Standard Units**			
	a. Total upland acres (from Part 4, D.)	_____ x _____	equals	_____
	b. Total preserved freshwater wetlands acres (from Part 4, D.)	_____ x _____	equals	_____
	c. Total impacted wetlands acres (from Part 4, D.)	_____ x _____	equals	_____
	d. **Total Allowed Standard Units** (1)			_____
2.	**Bonus Units [2-143]**			
	a. Site-built Affordable Housing			_____
	b. Transferrable Dwelling Units			_____
	c. Sub-total			_____
3.	**Total Permitted Units** (1)			_____

Note:

(1) Subject to revision if wetlands jurisdictional determination indicates a different acreage of wetlands.

PART 6
COMMERCIAL, INDUSTRIAL, MINING, ASSISTED LIVING FACILITIES, HOTELS & MOTELS PRELIMINARY INTENSITY CALCUATIONS

	Height	Total Floor Area (Square Feet)
A. Commercial		
1. Medical		
2. General Office		
3. Retail	45 ft.	98,940
4. Other: _____		
5. TOTAL FLOOR AREA		

	Height	Total Floor Area (Square Feet)
B. Industrial		
1. Under Roof		
2. Not Under Roof		
3. TOTAL FLOOR AREA		

	Depth	Total Acres
C. Mining		
1. Area to be excavated		

	Height	Total Beds/Units
D. Assisted Living Facilities		
1. Dependent Living Units		
2. Independent Living Units		
3. TOTAL BEDS/UNITS		

	Height	Total Rental Units
E. Hotels/Motels (Room Size)		
1. < 425 sq. ft.		
2. 426-725 sq. ft.		
3. 725 < sq. ft.		
4. TOTAL UNITS		

PART 7
ACTION REQUESTED

A. Request Statement: Provide a single narrative explaining the nature of the request and how the property qualifies for the rezoning to a planned development. This narrative should include how the proposed development complies with the Lee Plan, the Land Development Code, and the applicable findings/review criteria set forth in LDC section 34-145(d)(4). This narrative may be utilized by the Board of County Commissioners, Hearing Examiner and staff in establishing a factual basis for the granting or denial of the rezoning. **[34-373(a)(5)]**

B. Traffic Impact Statement. A traffic impact statement in a format and to the degree of detail required by the County and in conformance with the adopted Lee County Administrative Code. TIS is not required for an existing development. **[34-373(a)(7)]** **See enclosed Waiver.**

C. Master Concept Plan:

1. **Master Concept Plan, Non-PRFPD:** A graphic illustration (Master Concept Plan) of the proposed development, showing and identifying the information required by LCLDC Section 34-373(a)(6)a. Copies of the Master Concept Plan must be provided in two sizes, 24”x36” and 11”x17”, and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. In addition to the Master Concept Plan, an open space design plan delineating the indigenous preserves and/or native tree preservation areas as required by LDC Section 10-415(b) must be submitted. **[34-373(a)(6)]**
2. **Schedule of Uses:** A schedule of uses keyed to the Master Concept Plan as well as a summary for the entire property including the information required by LCLDC Section 34-373(a)(8)]. **[34-373(a)(8)]**

3. **Schedule of Deviations and Written Justification:** A schedule of deviations and a written justification for each deviation requested as part of the Master Concept Plan accompanied by documentation including sample detail drawings illustrating how each deviation would enhance the achievement of the objectives of the planned development and will not cause a detriment to public interests. The location of each requested deviation must be located/shown on the Master Concept Plan. **[34-373(a)(9)]**

D. Bonus Density: [34-202(a)(11)]

☒ Not Applicable

☐ Bonus Density will be used. Provide the number of Bonus Density units being requested and a narrative of how the request meets the requirements of LDC Section 2-146.

PART 8
ENVIRONMENTAL REQUIREMENTS

A. Topography: Describe the range of surface elevations of the property. Attach a county topographic map (if available) or a USGS quadrangle map showing the subject property. **[34-373(a)(4)b.iv.]**
See enclosed waiver.

B. Sensitive Lands: Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the LEE Plan Section XII), flowways, creek beds, sand dunes, other unique land forms [see LEE Plan Policy 77.1.1 (2)] or listed species occupied habitat [see LCLDC Section 10-473(f)].
N/A

C. Preservation/Conservation of Natural Features: Describe how the lands listed in PART 6.B. above will be protected by the completed project:
N/A

D. Shoreline Stabilization: If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:
N/A

E. Soils Map: Attach maps drawn at the same scale as the Master Concept Plan marked or overprinted to show the soils classified in accordance with the USDA/SCS System. **[34-373(a)(4)b.i.]** **See enclosed waiver.**

F. FLUCCS Map: A Florida Land Use, Cover and Classification System (FLUCCS) map, at the same scale as the Master Concept Plan, prepared by an environmental consultant. The FLUCCS map must clearly delineate any Federal and State jurisdictional wetlands and other surface waters, including the total acreage of Federal and State wetlands. **[34-373(a)(4)c.]** **See enclosed waiver.**

G. Rare & Unique Upland Habitat Map: Maps drawn at the same scale as the Master Concept Plan marked or overprinted to show significant areas of rare and unique upland habitat as defined in the LEE Plan Section XII. **[34-373(a)(4)b.iii.]** **See enclosed waiver.**

H. Existing and Historic Flow-Ways Map: Map(s) drawn at the same scale as the master concept plan marked or overprinted to show existing and historic flow-ways. **[34-373(a)(4)b.v.]** **See enclosed waiver.**

PART 9
SANITARY SEWER & POTABLE WATER FACILITIES

A. Special Effluent: If the discharge of any special effluent is anticipated, please specify what it is and what strategies will be used to deal with its' special characteristics:
N/A

B. Private On-Site Facilities: If a private on-site wastewater treatment and disposal facility is proposed, please provide a detailed description of the system including: **N/A**

1. Method and degree of treatment:

2. Quality of the effluent:

3. Expected life of the facility:

_____

4. Who will operate and maintain the internal collection and treatment facilities:

_____

5. Receiving bodies or other means of effluent disposal:

_____

C. **Spray Irrigation:** If spray irrigation will be used, specify: **N/A**

1. The location and approximate area of the spray fields:

_____

2. Current water table conditions:

_____

3. Proposed rate of application:

_____

4. Back-up system capacity:

_____

PART 10
ADDITIONAL REQUIREMENTS

A. **Major Planned Developments:**

1. **Surface Water Management Plan.** A written description of the surface water management plan as required by LCLDC Section 34-373(b)(1). **[34-373(b)(1)]**
2. **Phasing Program.** If the development is to be constructed in phases or if the Traffic Impact Statement utilized phasing, then a description of the phasing program must be submitted. **[34-373(b)(3)]**
3. **Protected Species Survey.** A protected species survey is required for large developments (as defined in LCLDC Section 10-1) as specified in LCLDC Section 10-473. **[34-373(b)(2)]**

B. **Amendments to Built Planned Developments:** The consent of the owners of the remainder of the original planned development is not required, but these owners must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property. Attach proof of notice to other property. **[34-373(c)]**

C. **Development of Regional Impact:** Binding letter of interpretation from DCA or a complete and sufficient ADA. (See also Application for Public Hearing for DRI Form.) **[34-373(d)(9)]**

D. **Private Recreational Facility Planned Developments (PRFPDs):**

1. **Master Concept Plan, PRFPD.** Master Concept Plan showing and identifying information required by LDC Section 34-941(g)(1). Copies of the Master Concept Plan must be provided in two sizes, 24”x36” and 11”x17”, and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. **[34-941(g)(1)]**
2. **Conceptual Surface Water Management Plan.** A Conceptual Surface Water Management Plan must be submitted. The plan must be viable and take into consideration any natural flowway corridors, cypress heads, natural lakes, and the restoration of impacted natural flowway corridors. **[34-941(d)(3)b.i.1)]**
3. **Well Drawdown Information.** If within an area identified as an anticipated drawdown area for existing or future well development, demonstration of compliance with LCLDC Section 34-941(d)(3)d.i & ii. must be provided. **[34-941(d)(3)d.]**
4. **Preliminary Indigenous Restoration Plan.** A Preliminary Indigenous Restoration Plan must be provided if on-site indigenous restoration is being used to meet the indigenous native plant community preservation requirement. **[34-941(e)(5)f.iii.]**

5. **Environmental Assessment.** An Environmental Assessment must be provided which includes, at a minimum, an analysis of the environment, historical and natural resources. **[34-941(g)(2)]**

6. **Demonstration of Compatibility.** Written statements concerning how the applicant will assure the compatibility of the proposed development with nearby land uses (by addressing such things as noise, odor, lighting and visual impacts), and the adequate provision of drainage, fire and safety, transportation, sewage disposal and solid waste disposal must be provided. **[34-941(g)(4)]**

E. Potable Water & Central Sewer. Will the project be connected to potable water and central sewer as part of any development of the property?

☒ **YES** (Provide a letter from the appropriate Utility to which the connection(s) are proposed confirming availability of service.) **[34-202(a)(10)]**

☐ **NO** (Provide a narrative explaining why the connection is not planned and how the water and sewer needs of the project will be met.) **[34-202(a)(10)]**

F. Existing Agricultural Use: If the property owner intends to continue an existing agricultural use on the property subsequent to the zoning approval, an Existing Agricultural Use Affidavit must be provided. Entitle as "Existing Agricultural Uses at Time of Zoning Application." **[34-202(a)(12)]**

G. Flood Hazard:

☒ Not applicable

☐ The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.

☐ The minimum elevation required for the first habitable floor is _____ NAVD (MSL)

H. Excavations/Blasting:

☒ No blasting will be used in the excavation of lakes or other site elements.

☐ If blasting is proposed, provide Information Regarding Proposed Blasting (including soil borings, a map indicating the location of the proposed blasting, and other required information).

I. Hazardous Materials Emergency Plan for Port Facilities: [12-110(a)(16)]

☒ Not Applicable

☐ Provide a Hazardous materials emergency plan.

J. Mobile Home Park: [34-174(h)]

☒ Not Applicable

☐ Request includes rezoning of a Mobile Home Park. Provide facts related to the relocation of dislocated owners that meets the requirements of F.S. § 723.083 (1995).

K. Airport Zones & Lee County Port Authority (LCPA) Requirements:

☐ Not Applicable

☐ Property is located within _____ Airport Noise Zone: **[34-1104]**

☐ Property is located within Airport Runway Protection Zone. Indicate which Zone below. **[34-1105]**

☐ Property is located within Airport Residential and Educational Protection Zone: **[34-1106]**

☒ Property is located in an Airport Obstruction Notification Zone and subject to LCPA regulations. **[34-1107]**

☐ A Tall Structures Permit is required. **[34-1108]**

PART 5 SUBMITTAL REQUIREMENT CHECKLIST		
Clearly label your attachments as noted in bold below		
Copies Required		**SUBMITTAL ITEMS**
3	☒	Completed application for Public Hearing [34-202(a)(1)]
1	☒	Filing Fee - [34-201(d)]
1	☐	Bonus Density Filing Fee - (if applicable) [34-202(a)(11)]
3	☒	**Affidavit of Authorization** (notarized) Form [34-202(a)(3)]
3	☐	**Additional Agents** [34-202(a)(4)]
3	☐	**Multiple Owners List** (if applicable) [34-202(a)(2)]
3	☒	**Disclosure of Interest** Form (multiple owners) [34-202(a)(2)]
3	☒	**Legal description (must submit)** [34-202(a)(5)]
		☒ Legal description (metes and bounds) and sealed sketch of legal description
		OR
		☐ Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
3	☒	**Boundary Survey** – not required if platted lot (2 originals required) [34-202(a)(6)]
3	☐	**Property Owners list** (if applicable) [34-202(a)(8)]
3	☐	**Property Owners map** (if applicable) [34-202(a)(8)]
3	☒	Confirmation of **Ownership/Title Certification** [34-202(a)(7)]
3	☐	**STRAP Numbers** (if additional sheet is required) [34-202(a)(5)]
1	☒	**List of Surrounding Property Owners** [34-202(a)(9)]
1	☒	**Map of Surrounding Property Owners** [34-202(a)(9)]
1	☐	**Mailing labels** [34-202(a)(9)]
3	☒	List of **Zoning Resolutions** and Approvals
3	☐	Summary of **Public Informational Session** (if applicable)
3	☒	**Waivers** from Application Submission Requirements (if applicable) [34-201(c)]
3	☐	Preliminary **Density** Calculations (if applicable)
3	☒	**Request Statement** [34-373(a)(5)]
3	☐	Traffic Impact Statement (**TIS**) (not required for existing development) [34-373(a)(7)]
3	☒	Master Concept Plan (**MCP**), **Non-PRFPD** [34-373(a)(6)]
3	☐	**Schedule of Uses** [34-373(a)(8)]
3	☒	Schedule of **Deviations and** Written **Justification** [34-373(a)(9)]
3	☐	**Topography** (if available) [34-373(a)(4)b.iv.]
3	☐	**Soils Map** [34-373(a)(4)b.9.]
3	☐	**FLUCCS Map** [34-373(a)(4)c.]
3	☐	Rare & Unique **Upland Habitat Map** [34-373(a)(4)b.iii.]
3	☐	Existing and Historic **Flow-Ways Map** [34-373(a)(4)b.v.]
3	☐	**Surface Water Management Plan** (if applicable) [34-373(b)(1)]
3	☐	**Phasing Program** (if applicable) [34-373(b)(3)]
3	☐	**Protected Species Survey** (if applicable) [34-373(b)(2)]
3	☐	**Proof of Notice** (if applicable) [34-373(c)]

3	☐	**Binding Letter** from DCA (if applicable) [34-373(d)(9)]
3	☐	Master Concept Plan (**MCP**), **PRFPD** (if applicable) [34-941(g)(1)]
3	☐	**Conceptual Surface Water Management Plan** (if applicable) [34-941(d)(3)b.i.1)]
3	☐	**Well Drawdown** Information (if applicable) [34-941(d)(3)d.]
3	☐	Preliminary Indigenous **Restoration Plan** (if applicable) [34-941(e)(5)f.iii.]
3	☐	**Environmental Assessment** (if applicable) [34-941(g)(2)]
3	☐	Demonstration of **Compatibility** (if applicable) [34-941(g)(4)]
3	☒	**Potable Water & Sanitary Sewer**. Letter from the appropriate utility entity indicating the utility entity or explanation of how water and sewer needs will be met if connection will not be made. [34-202(a)(10)]
3	☐	Existing **Agricultural Use Affidavit** (if applicable) [34-202(a)(12)]
3	☐	Information Regarding **Proposed Blasting** (if applicable).
3	☐	Hazardous Materials **Emergency Plan** (if applicable)
3	☐	Mobile Home Park **Dislocated Owners** Information (if applicable) [34-202(b)(4)]
3	☐	**Tall Structures Permit** (if applicable) [34-1108]

AFFIDAVIT OF AUTHORIZATION

APPLICATION IS SIGNED BY INDIVIDUAL OWNER, APPLICANT, CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, Eugene T. Minvielle IV (name), as Manager (owner/title) of Arborwood Self Storage LLC (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

**Notes:*

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.)., then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trustee, then they must include their title of "trustee."*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature — **Date** 11/7/2022

**************NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS**************
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF ~~LEE~~ Collier

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11TH day of NOVEMBER, 20 22, by Eugene T. Minvielle (name of person providing oath or affirmation), who is personally known to me or who has produced FL DL # M514-218-73-138-0 (type of identification) as identification.

TAMI M. ADAMS NOTARY PUBLIC MY COMMISSION EXPIRES 6-21-2026 STATE OF FLORIDA COMMISSION NUMBER HH 276943

STAMP/SEAL — **Signature of Notary Public**

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared Eugene T. Minvielle IV, who, being first duly sworn and deposed says:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at 13600 Goldenwood Dr. Fort Myers FL and is the subject of an Application for zoning action (hereinafter the "Property").

2. That I am familiar with the legal ownership of the Property and have full knowledge of the names of all individuals that have an ownership interest in the Property or a legal entity owning an interest in the Property.

[OPTIONAL PROVISION IF APPLICANT IS CONTRACT PURCHASER: In addition, I am familiar with the individuals that have an ownership interest in the legal entity that is under contract to purchase the Property.]

3. That, unless otherwise specified in paragraph 6 below, no Lee County Employee, County Commissioner, or Hearing Examiner has an Ownership Interest in the Property or any legal entity (Corporation, Company, Partnership, Limited Partnership, Trust, etc.) that has an Ownership Interest in the Property or that has contracted to purchase the Property.

4. That the disclosure identified herein does not include any beneficial Ownership Interest that a Lee County Employee, County Commissioner, or Hearing Examiner may have in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, whose interest is for sale to the general public.

5. That, if the Ownership Interest in the Property changes and results in this affidavit no longer being accurate, the undersigned will file a supplemental Affidavit that identifies the name of any Lee County Employee, County Commissioner, or Hearing Examiner that subsequently acquires an interest in the Property.

6. Disclosure of Interest held by a Lee County Employee, County Commissioner, or Hearing Examiner.

Name and Address	Percentage of Ownership

Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

Property Owner

Eugene T. Minvielle IV

Print Name Arborwood Self Storage LLC - Manager

**********NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS**********
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF ~~LEE~~ Collier

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, on May 8, 2023 (date) by Eugene T. Minvielle IV (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

Signature of Notary Public

HILARY L. KING
MY COMMISSION # HH 374586
EXPIRES: April 1, 2027

GEN2023-00182

Lee County Community Development

REQUEST FOR SUBMITTAL REQUIREMENT WAIVER FOR UNINCORPORATED AREAS ONLY

Upon written request, the Director may modify the submittal requirements for Public Hearings, Development Orders, Limited Review Development Orders and other Administrative Action Applications where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request and the Director's written response must accompany the application submitted and will become a part of the permanent file.

APPLICATION FOR WAIVER OF REQUIRED SUBMITTAL ITEMS
(indicate the appropriate application type)

- ☐ Public Hearing - General Requirements **(34-202)**
- ☐ Public Hearing - Mining Excavation Planned Development **(12-110)**
- ☒ Public Hearing - Additional Requirements for:
  - ☐ Development of Regional Impact **(34-202(b)(1))**
  - ☐ Planned Developments **(34-202(b)(2))**
  - ☒ Planned Development Amendment **(34-202(b)(2))**
  - ☐ Rezonings other than Planned Developments **(34-202(b)(3))**
  - ☐ Special Exceptions **(34-202(b)(5))**
  - ☐ Variances **(34-202(b)(6))**
  - ☐ Limited Amendment to Existing Mine Zoning Approval **[12-121(j)]**
  - ☐ Private Recreational Facilities Planned Development **(34-941(g))**
- ☐ Development Order - Submittal Requirements **(10-152)**
  - ☐ Application Form and Contents **(10-153)**
  - ☐ Additional Required Submittals **(10-154)**
- ☐ Limited Review Development Order – Submittal Requirements **(10-152)**
  - ☐ Required Submittals **(10-175)**
- ☐ Administrative Action Application Requirements **[34-203]**

State the Type of Administrative Application: _____

PLEASE PRINT OR TYPE:

STRAP Number: 23-45-25-06-00000.0010
Name of Project: Arborwood Village CPD Amendment

Name of Agent: Jeremie Chastain, AICP
Street Address: 950 Encore Way
City, State, Zip: Naples, FL 34110
Phone Number: 239-254-2027 Email Address: jeremiechastain@hmeng.com

Name of Applicant*: Eugene T. Minvielle IV (Manager, Arborwood Self Storage LLC)
Street Address: 5150 Tamiami Trail N. STE #204
City, State, Zip: Naples, FL 34103
Phone Number: 337-322-4323 Email Address: beu@msepartners.net

***If applicant is not the owner, a letter of authorization from the owner must be submitted.**

LEE COUNTY COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET), FORT MYERS, FLORIDA 33902
PHONE (239) 533-8585

A. SPECIFIC SECTION(S) AND REQUIREMENT(S) FOR WHICH A WAIVER IS SOUGHT:

	Section Number	Requirement
#1	34-373(a)(7)	Traffic Impact Statement
#2	34-373(a)(4)b.iv.	Topography
#3	34-373(a)(4)b.9.	Soils Map
#4	34-373(a)(4)c.	FLUCCS Map
#5	34-373(a)(4)b.iii.	Rare & Unique Upland Habitat Map
#6	34-373(a)(4)b.v.	Existing and Historic Flow-Ways Map
#7	34-373(b)(2)	Protected Species Survey
#8		
#9		

B. SCOPE OF PROJECT AND REASON(s) FOR REQUEST:

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver(s) should be approved. Use additional sheets if necessary and attach to this application form. (Please print or type)

The applicant seeks to amend the existing Arborwood Village CPD (Z-19-021, as subsequently amended) to request a deviation to allow for a parking reduction for storage, indoor uses greater than 10% within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP), or within Anchor Parcel 1-C as depicted on Option C of the MCP. We are requesting a waiver from the requirement to provide a Traffic Impact Statement and for the environmental assessment and requirements (topography, soils, FLUCCS, rare and unique upland habitat, existing and historic flow ways maps, and protected species survey). The requested amendment will not increase the number of trips generated as there will be no changes to the overall approved intensity or density, and there are no proposed changes to the existing site layout, such as to stormwater, roadways, or indigenous preserves.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Jeremie Chastain — Signature of Applicant

5/3/2023 — Date

FOR STAFF USE ONLY

DIRECTOR'S DECISION:

- [ ] **Request Denied**
- [x] **Request Approved** #1
- [x] **Request Approved Per Attached Comments** #2 - #7

Electronically signed on 5/15/2023 by
Anthony R. Rodriguez, AICP, CPM, Zoning Manager
Lee County Department of Community Development

Director Signature — Date

Comments – GEN2023-00182

Environmental Sciences

Applicant indicates in narrative that the amendment will be a request to reduce the parking area by 10 percent in Lot A and the request will not reduce the open space including indigenous open space. Environmental Sciences staff approve of waiver requests #2 thru #7.

LIST OF ZONING RESOLUTIONS
ARBORWOOD VILLAGE

1. Resolution No. Z-06-061
   Rezone from AG-2 and CT to CPD.

2. Administrative Amendment (PD) ADD2006-00112
   Deviation from LDC 10-285(a) Intersection Separation.

3. Administrative Amendment (PD) ADD2007-00199
   Reconfigure a lake and Tract #1.

4. Administrative Amendment (PD) ADD2008-00039
   Revisions to Schedule of Uses.

5. Administrative Amendment (PD) ADD2008-00168
   Amend MCP to reconfigure outparcels and reallocate self-service fuel pumps from anchor parcel to outparcels.

6. Resolution No. Z-15-037A
   Amend CPD to allow for the development of Tract #1 with 153 multifamily dwelling units or equivalent assisted living units.

7. Resolution No. Z-19-021
   Revisions to Schedule of Uses.

8. ADD2019-00133
   Modify MCP Option B and Condition 1 to allow multi-family and commercial uses on Tract 1.

9. ADD2019-00203
   Amend the Schedule of Uses to allow carwashes, stand alone on Outparcel #2 and request a deviation to reduce the required landscape buffer along rights-of-way external to the development for Outparcel #2, Options A and C.

REQUEST STATEMENT & COMPREHENSIVE PLAN CONSISTENCY
ARBORWOOD VILLAGE CPD

Summary of Request

This is a request to amend the existing Arborwood Village CPD (Z-19-021, as subsequently amended) to request a deviation to allow for a parking reduction for storage, indoor uses greater than 10% within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP), or within Anchor Parcel 1-C as depicted on Option C of the MCP.

There are no proposed changes to the existing site layout, such as to stormwater, roadways, or indigenous preserves.

Development Location

The Arborwood Village CPD is located on the northwestern corner of the intersection of Treeline Avenue and Daniels Parkway, approximately half a mile east from Interstate 75. Goldenwood Drive runs through the CPD and connects to Treeline Avenue and Daniels Parkway. Across Treeline Avenue, the northern half of the CPD is bordered on the east by the City of Ft. Myers.

The CPD contains approximately 68.25 acres in total. The planned development is abutted on the north by a vacant parcel zoned IL Light Industrial; on the east by a golf course and multi-family residences and a golf course zoned MPD-3 Master Development Plan 3 (City of Ft. Myers), a commercial landscaping company zoned CG Commercial General District, two vacant parcels zoned CT Tourist Commercial District, and one vacant parcel zoned CG Commercial General District; on the south by the Jetport Interstate Commerce Park DRI zoned CT Tourist Commercial District and CC Community Commercial District; and on the west by a Lee County Rest Area and a Florida Highway Patrol Station, zoned AG-2 Agricultural.

Site work was approved per DOS2005-00356, and infrastructure has been installed and the site has been cleared of vegetation. A large lake and indigenous open space take up a majority of the northern portion of the CPD, with the parcels adjacent to Treeline Avenue (Tracts #1 & 2) cleared of vegetation. The southern portion is cleared of vegetation and mostly undeveloped, with the exception of three outparcels. A Fifth Third Bank is located at the northeastern corner of the intersection of Treeline and Daniels (Outparcel #3). There is a Wells Fargo Bank to the north (Outparcel #5), and a RaceTrac on the north side of Daniels Parkway (Outparcel #1). Ingress and egress to these parcels is via Goldenwood Drive, and there are no access points into the parcels from Treeline Avenue or Daniels Parkway.

The requested amendment affects one parcel within the CPD: Anchor Parcel 1-A or 1-C (as shown on MCP Options A and C). The property is designated General Interchange in the Lee Plan. Please see the table below for surrounding zoning and existing land uses.

Anchor Parcel 1-C	Zoning	Existing Land Use
North	CPD (Arborwood Village)	Vacant (Arborwood Village CPD Tract 1).
South	CPD (Arbrorwood Village)	ROW, Gas station, car wash.
East	CPD (Arborwood Village)	ROW, vacant, bank.
West	CPD (Arborwood Village)	Vacant (Arborwood Village CPD Anchor Parcel 1-B).

Project History

The subject site was rezoned to the Arborwood Village CPD by Z-06-061. The CPD allowed for 302,000 square feet of commercial office and/or retail and up to 120 hotel rooms; and a maximum height of three stories/45 feet for commercial uses and 12 stories/130 feet for a hotel use. There were four subsequent administrative amendments: ADD2006-00112, approving a deviation from the Land Development Code (LDC) to reduce a connection separation; ADD2007-00199, to reconfigure a lake and Tract #1; ADD2008-00039, to amend the Schedule of Uses, reduce the maximum height for hotels to six stories/75 feet, and added a Land Use Conversion Matrix to the master concept plan; and ADD2008-00168, to reallocate eight of the self-service fuel pumps approved for the Anchor Parcel to the outparcels, and to reconfigure the outparcels from a total of seven to six on the approved master concept plan. Resolution Z-15-037A, approved in 2018 by Lee County, amended Resolution Z-06-061 to allow an alternate plan of development on Tract 1 consisting of up to 153 multi-family dwelling units or the density equivalent of assisted living units/beds. Resolution Z-19-021, approved in 2019 by Lee County, amended Z-15-037A to allow, on the anchor parcel, an alternate plan of development consisting of up to 56 multi-family dwelling units or an equivalent number of ALF/ILF beds/units, not to exceed 224; amended the Schedule of Uses for the Anchor Parcel and Outparcel #2 to allow Vehicle and Equipment Dealers, Group I; Garage, private; and Warehouses, both mini and public; and added an additional 180 hotel rooms, for a total of 300, with the additional rooms allocated to the Anchor Parcel and Outparcel #2. There were two subsequent amendments: ADD2019-00133, to modify Master Concept Plan B, and amend "conversion of land uses" of Resolution Z-19-021 for Master Concept Plan B, on property located west of Treeline Ave. and north of Goldenwood Drive; and ADD2019-00203, to amend the schedule of uses for outparcel 2, options A and C to add "car wash, stand-alone", limited to one for the CPD and to reduce the required landscape buffer along rights-of-way external to the development for outparcel 2, options A and C only.

Design Standards

Across Goldenwood Drive, the Anchor Parcel is adjacent to commercial development in both the east and south. There is the opportunity to connect to the adjacent parcel to the north, if feasible. Sidewalks exist within the CPD and allow for pedestrian connectivity between residential and commercial uses. There are existing pedestrian facilities adjacent to Goldenwood Drive that connect to sidewalks on both Treeline Avenue and Daniels Parkway. There is a Lee Tran stop for Route 50 in the southeastern corner of Outparcel 1. Route 50 runs from the Southwest Florida International Airport on Terminal Access Road to the Sanibel Outlets located at the intersection of Summerlin Road and McGregor Boulevard.

The requested use will be designed in compliance with the applicable supplementary district regulations in LDC Sec. 34-3005, *Storage facilities and outdoor display of merchandise*.

Density

The proposed amendment will not increase the density or intensity of the existing entitlements.

Deviations

This amendment is proposing one new deviation. Five previously approved deviations for this project will remain in effect. Please see the Schedule of Deviations for additional details.

Decision Making Compliance

In accordance with LDC Section 34-145, the data and analysis provided in the enclosed application demonstrates the following:

1. Rezonings.

   a) The application is consistent with the uses and densities allowed by the General Interchange Future Land Use Designation (please see the Lee Plan consistency narrative, below).

   b) The request will meet or exceed all performance and locational standards set forth in the Lee Plan and LDC. No new deviations are being requested with this amendment**.**

   c) The proposed structures and uses will be compatible with the area.

   d) Sufficient access will be provided to support the proposed development.

   e) The request will not result in an increase of the approved intensity or density and will not increase the CPD's overall expected impact on transportation facilities. Adjacent streets have the capacity to carry traffic generated by the proposal.

   f) The project will not adversely affect environmentally critical or sensitive areas and natural resources. Preliminary site work has been completed per local development order approval and an existing SFWMD ERP.

   g) The project will have access to adequate public facilities and will not unduly burden the transportation network. Lee County Utilities has indicated they have adequate capacity to serve the development.

2. Planned Developments.

   a) The proposed use or mix of uses is appropriate at the proposed location, as the General Interchange Future Land Use category allows a broad range of commercial uses along with multifamily dwelling units.

b) The recommended conditions provide sufficient safeguards for the public interest and are reasonably related to the impacts on the public's interest expected from the proposed development.

c) If the application includes deviations pursuant to section 34-373(a)(9), that each requested deviation:

1) The new deviation requested enhances the achievement of the objectives of the planned development; and

2) Preserves and promotes the general intent of this Code to protect the public health, safety and welfare.

Lee Plan Compliance

The project is consistent with the Lee Plan based on the following Objectives and Policies:

POLICY 1.3.2: The General Interchange areas are intended primarily for land uses that serve the traveling public: service stations, hotel, motel, restaurants, and gift shops. But because of their location, market attractions, and desire for flexibility, these interchange uses permit a broad range of land uses that include tourist commercial, general commercial, light industrial /commercial, and multi-family dwelling units. The standard density range is from eight dwelling units per acre (8 du/acre) to fourteen dwelling units per acre (14 du/acre). Maximum density is twenty-two dwelling units per acre (22 du/acre). (Ordinance No. 94-30, 99-18, 16-02, 17-12)

The project is consistent with the General Interchange designation permitted residential density and commercial intensity.

OBJECTIVE 2.1: DEVELOPMENT LOCATION. Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, prevent development patterns where large tracts of land are by-passed in favor of development more distant from services and existing communities. (Ordinance No. 94-30, 00-22)

The property is located within an existing developed area of Lee County, close to existing services and communities. It has been partially developed with a gas station and two banks, and has existing entitlements indicating it has previously been deemed appropriate for development.

OBJECTIVE 2.2: DEVELOPMENT TIMING. Direct new growth to those portions of the future urban areas where adequate public facilities exist or are assured and where compact and contiguous development patterns can be created. Development orders and permits (as defined in F.S. 163.3164(7)) will be granted only when consistent with the provisions of Sections 163.3202(2)(g) and 163.3180, F.S. and the concurrency requirements in the Land Development Code. (Ordinance No. 94- 30, 00-22, 17-19)

Adequate public services exist and serve the site. The project consists of infill development, assuring compact and contiguous development patterns.

POLICY 2.2.1: Rezonings and development-of-regional-impact proposals will be evaluated as to the availability and proximity of the road network; central sewer and water lines; community facilities and services such as schools, EMS, fire and police protection, and other public facilities; compatibility with surrounding land uses; and any other relevant facts affecting the public health, safety, and welfare. (Ordinance No. 94-30, 00-22)

The subject property has access via a private platted roadway, Goldenwood Drive, to Treeline Avenue and Daniels Parkway, both county arterial roadways. The site has access to both central sewer and water. Community services and public facilities are already in place to serve the surrounding community. The requested deviation and proposed development are compatible with the surrounding commercial land uses. The Anchor Parcel is adjacent to commercial development on the south and east sides, and the Arborwood Village CPD is adjacent to commercial zoning and development to the to south and east, and an FDOT Rest Stop to the west.

STANDARD 4.1.1: WATER.

1. ***Any new residential development that exceeds 2.5 dwelling units per gross acre, and any new single commercial or industrial development in excess of 30,000 square feet of gross leasable (floor) area per parcel, must connect to a public water system (or a "community" water system as that is defined by Chapter 62-550, F.A.C.).***
2. ***If the proposed development lies within the boundaries of a water utility's certificated or franchised service area, or Lee County Utilities' future potable water service area (see Map 6), then the development must be connected to that utility.***
3. ***The developer must provide proof that the prior commitments of the water utility, plus the projected need of the developer, do not exceed the supply and facility capacity of the utility.***
4. ***All waterline extensions to new development will be designed to provide minimum fire flows, as well as adequate domestic services as required by Chapter 62-555, F.A.C.***
5. ***If a new development is located in a certificated or franchised service area, or Lee County Utilities' future potable water service area (see Map 6), and the utility cannot provide the service or cannot provide the service except at a clearly unreasonable cost to the developer, the developer is encouraged to petition the appropriate regulatory agency to contract the service area so that the development may establish its own community water system or invite another adjacent utility to expand its service area in order to provide the required service.***
6. ***If a development lies outside any service area as described above, the developer may:***
    - ***request that the service area of Lee County Utilities or an adjacent water utility be extended to incorporate the property;***
    - ***establish a community water system for the development; or***
    - ***develop at an intensity that does not require a community water system.***
7. ***Lee County Utilities may provide potable water service to properties not located within the future water service area when such potable water service is found to benefit public health, safety, and welfare, including protection of Lee County's natural resources. (Ordinance No. 94-30, 00-22, 16-01, 17-13, 17-19)***

The project will access potable water service in accordance with this standard.

STANDARD 4.1.2: SEWER.

1. ***Any new residential development that exceeds 2.5 dwelling units per gross acre, and any new single commercial or industrial development that generates more than 5,000 gallons of sewage per day, must connect to a sanitary sewer system.***
2. ***If the proposed development exceeds the thresholds listed above and lies within the boundaries of a sewer utility's certificated or franchised service area, or Lee County Utilities' future sanitary sewer service area (see Map 7), and that utility has sufficient capacity to provide minimum service to the development, then the development must connect to that sewer utility if there is existing infrastructure adequate to accept the effluents of the development within l/4 mile from any part of the development.***
3. ***If there is not sufficient capacity nor adequate infrastructure within l/4 mile of the development, the developer must provide proof in the form of a clearly stated rejection of service.***
4. ***If a new development is located in a certificated or franchised service area, or Lee County Utilities' future sanitary sewer service area (see Map 7), and the utility cannot provide the service, or cannot provide the service except at a clearly unreasonable cost to the developer, the developer may establish on a temporary basis a self-provided sanitary sewer facility for the development, to be abated when the utility extends service to the site. The developer may also petition the appropriate regulatory agency to contract the service area of the utility in order that another utility may be invited to provide the service.***
5. ***If a development lies outside any service area as described above, the developer may:***
    - ***request that the service area of Lee County Utilities or an adjacent sewer utility be expanded to incorporate the property;***
    - ***establish a self-provided sanitary sewer system for the development;***
    - ***develop at an intensity that does not require sanitary sewer service; or***
    - ***if no more than 5000 gallons of effluent per day per parcel is produced, an individual sewage disposal system per Chapter 64E-6, F.A.C. may be utilized, contingent on approval by all relevant authorities.***
6. ***Lee County Utilities may provide sanitary sewer service to properties not located within the future sewer service area when such sanitary sewer service is found to benefit public health, safety, and welfare, including protection of Lee County's natural resources. (Ordinance No. 94-30, 00-22, 16-01, 17-13, 17-19)***

The project will access sanitary sewer service in accordance with this standard.

STANDARD 4.1.4: ENVIRONMENTAL FACTORS.

1. ***In any case where there exists or there is the probability of environmentally sensitive areas (as identified by Lee County, the Corps of Engineers, Department of Environmental Protection, South Florida Water Management District, or other applicable regulatory agency), the developer/applicant must prepare an environmental assessment that examines the existing conditions, addresses existing or anticipated***

environmental problems, and proposes means and mechanisms to protect, conserve, or preserve the environmental and natural resources.

2. ***Ensure that land uses and structures are well integrated, properly oriented, and functionally related to the topographic and natural features of the site.***
3. ***Ensure development minimizes the need for expansion and construction of street and utility improvements. (Ordinance No. 94-30, 91-19, 00-22, 17-13, 17-19)***

The proposed changes to the Arborwood Village CPD will not impact the existing lake or wetlands in the northern portion of the site. Development areas are located along the east and south property boundaries. This allows the existing lake to act as a buffer for the majority of the retained native vegetation, ensuring that development will not encroach on the preserves. There is an existing street network, and adequate public facilities exist to serve to the site.

OBJECTIVE 6.1: Development approvals for commercial land uses must be consistent with the following policies, the general standards under Goal 4 and other provisions of this plan. (Ordinance No. 94-30, 11-18)

POLICY 6.1.1: All applications for commercial development will be reviewed and evaluated as to:

a. ***Traffic and access impacts (rezoning and development orders);***
   The proposed amendment will not increase the density or intensity of the existing entitlements.
b. ***Landscaping and detailed site planning (development orders);***
   N/A
c. ***Screening and buffering (planned development rezoning and development orders);***
   Screening and buffering will meet applicable LDC standards.
d. ***Availability and adequacy of services and facilities (rezoning and development orders);***
   Public services and facilities exist and are available.
e. ***Impact on adjacent land uses and surrounding neighborhoods (rezoning);***
   The amendment will be compatible with the surrounding land uses and neighborhoods.
f. ***Proximity to other similar centers (rezoning); and***
   The proposed development is consistent with adjacent commercial both within the Arborwood Village CPD and external development to the east and south.
g. ***Environmental considerations (rezoning and development orders).***
   N/A

(Ordinance No. 00-22)

POLICY 6.1.4: Commercial development will be approved only when compatible with adjacent existing and proposed land uses and with existing and programmed public services and facilities. (Ordinance No. 94-30, 00-22)

There are existing commercial uses in the Arborwood Village CPD that were previously found compatible with the surrounding area. There are adequate existing public services and facilities.

POLICY 6.1.5: The land development regulations will require that commercial development be designed to protect the traffic-carrying capacity of roads and streets. Methods to achieve this

include, but are not limited to: frontage roads; clustering of activities; limiting access; sharing access; setbacks from existing rights-of-way; acceleration, deceleration and right-turn-only lanes; and, signalization and intersection improvements. (Ordinance No. 94-30, 00-22)

Existing entitlements indicate commercial development has previously been deemed appropriate for development. The proposed amendment will not increase the intensity of the existing entitlements.

POLICY 6.1.6: The land development regulations will require that commercial development provide adequate and appropriate landscaping, open space, and buffering. Such development is encouraged to be architecturally designed so as to enhance the appearance of structures and parking areas and blend with the character of existing or planned surrounding land uses.

The Arborwood Village CPD will provide open space above the minimum code requirements and appropriate landscaping and buffering. The project will be designed to have a consistent architectural theme.

POLICY 6.1.7: Prohibit commercial developments from locating in such a way as to open new areas to premature, scattered, or strip development; but permit commercial development to infill on small parcels in areas where existing commercial development would make a residential use clearly unreasonable.

The CPD is partially developed with commercial uses. The proposed development would be infill, both within the CPD and in the context of the surrounding area, preventing premature, scattered, or strip commercial development.

SCHEDULE OF DEVIATIONS
ARBORWOOD VILLAGE CPD

This amendment proposes one new deviation. Five previously approved deviations for this project will remain in effect.

Deviation (6) seeks relief from LDC Table 34-2020(b), *Required parking spaces for non-residential* uses, which establishes the minimum required number of parking spaces for nonresidential uses, to allow for a fifty-five percent overall reduction in required parking for storage, indoor uses within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP), or within Anchor Parcel 1-C as depicted on Option C of the MCP.

Justification: LDC Table 34-2020(b) requires 1 parking space per 25 storage units, with a minimum of 5 spaces for warehouse, mini-warehouse uses. The Arborwood Self-Storage facility is proposing a total of 715 units and providing a total of 13 parking spaces. A parking demand study for indoor self-storage facilities was prepared by TR Transportation Consultants, Inc. Parking data was collected at five existing indoor self-storage facilities in Lee County that were similar to the proposed facility. The facilities surveyed have an occupancy level greater than 95%. The methodology of the parking study was to survey the number of public parking spaces and did not include any parking spaces that were behind secured gates. The surveys were conducted in November and December of 2022 at various times throughout the day at each location. The data collected reflects an average peak parking demand of 1 parking space for every 103 storage units and supports the requested reduction. Please see the parking study included with this application for additional details.

Lee County
Southwest Florida

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Richard Wm Wesch
County Attorney

Donna Marie Collins
County Chief Hearing Examiner

March 21, 2023 Via E-Mail

Charles L. Krebs
Holes Montes, Inc.
6200 Whiskey Creek Dr
Fort Myers, FL 33919

RE: **Potable Water and Wastewater Availability**

STRAP # 23-45-25-06-00000.0010
ARBORWOOD SELF STORAGE

To whom this may concern:

The subject property is located within Lee County Utilities Future Service Area as depicted on Maps 4A and 4B of the Lee County Comprehensive Land Use Plan. Potable water and sanitary sewer lines are in operation adjacent to the property mentioned above. However, in order to provide service to the subject parcels, developer funded system enhancements such as line extensions may be required.

Your firm has indicated that this project will consist of 200 commercial units with an estimated flow demand of approximately 360 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and sanitary sewer service as estimated above.

Availability of potable water and sanitary sewer service is contingent upon final acceptance of the infrastructure to be constructed by the developer. Upon completion and final acceptance of this project, potable water service will be provided through our Gateway Corkscrew Water Treatment Plant.

Sanitary sewer service will be provided by our Gateway Water Reclamation Facility. The Lee County Utilities' Design Manual requires the project engineer to perform hydraulic computations to determine what impact this project will have on our existing system.

There are no reuse mains in the vicinity of this parcel.

Prior to beginning design work on this project, please meet with LCU Staff to determine the best point of connection and discuss requirements for construction.

This letter should not be construed as a commitment to serve, but only as to the availability of service. Lee County Utilities will commit to serve only upon receipt of all appropriate

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

connection fees, a signed request for service and/or an executed service agreement, and the approval of all State and local regulatory agencies.

Further, this letter of availability of potable water and sanitary sewer service is to be utilized for SFWMD permitting only. Individual letters of availability will be required for the purpose of obtaining building permits.

Sincerely,

LEE COUNTY UTILITIES

Ashanti Shahriyar

Ashanti Shahriyar
Plan Reviewer
239-533-8531
UTILITIES ENGINEERING

HOLEMONTES
ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS
SINCE 1956
950 Encore Way, Suite 200 • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

May 18, 2023

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Fifth Third Bank
MD 10ATA1 Corp Fac
38 Fountain Square Plaza
Cincinnati, OH 45263

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

The Anchor Parcel is approximately 11.37 acres, and located at 13600 Goldenwood Dr., Folio Number 10542445.

You are being notified as a property owner within the Arborwood Village CPD pursuant to the Lee County requirements.

If you have any questions, the property owner's representative, Jeremie Chastain, can be reached by phone at (239) 254-2000.

Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

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Cincinnati, OH 45263

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May 18, 2023

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Wachovia Bank, NA
Thomson Reuters
PO Box 2609
Carlsbad, CA 92018

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

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Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

DOI2023-00024 Lee County aPlan Original Application Dated 06-06-2023

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Thomson Reuters
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Carlsbad, CA 92018

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May 18, 2023

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Racetrac, Inc.
Property Tax Dept.
200 Galleria Pkwy. SE, Suite 900
Atlanta, GA 30339

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

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Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

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Street and Apt. No., or PO Box No.
200 Galleria Pkwy SE, Suite 900
City, State, ZIP+4®
Atlanta, GA 30339

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1. Article Addressed to:

Racetrac, Inc.
Property Tax Dept.
200 Galleria Pkwy SE, Suite 900
Atlanta, GA 30339

9590 9402 7842 2234 4690 30

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May 18, 2023

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Lee County
PO Box 398
Fort Myers, FL 33902

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

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Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

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PO Box 398
Fort Myers, FL 33902

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May 18, 2023

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FMFL Hotel Partners, LLC
4045 E Sunshine Street, Suite 200
Springfield, MO 65809

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

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Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

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City, State, ZIP+4®
Springfield, MO 65809

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FMFL Hotel Partners, LLC
4045 E Sunshine Street, Suite 200
Springfield, MO 65809

9590 9402 7842 2234 4690 23

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☐ Addressee

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05/18/2023

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FMFL Hotel Partners, LLC
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Springfield, MO 65809

DC2023-00024 Lee County ePlan Original Application Dated 06-06-2023

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950 Encore Way, Suite 200 • Naples, Florida 34110 • Phone 239.254.2000 • Fax: 239.254.2099

May 18, 2023

VIA CERTIFIED MAIL
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Arborwood Village Commercial
703 Waterford Way, Suite 800
Miami, FL 33126

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

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Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

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Postage
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Total Postage and Fees
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Sent To: Arborwood Village Commercial
Street and Apt. No., or PO Box No.: 703 Waterford Way, Suite 800
City, State, ZIP+4®: Miami, FL 33126

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Arborwood Village Commercial
703 Waterford Way, Suite 800
Miami, FL 33126

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X
☐ Agent
☐ Addressee

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5-22-23

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May 18, 2023

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DP-TA Associates, Ltd.
703 Waterford Way, Suite 800
Miami, FL 33126

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

The Anchor Parcel is approximately 11.37 acres, and located at 13600 Goldenwood Dr., Folio Number 10542445.

You are being notified as a property owner within the Arborwood Village CPD pursuant to the Lee County requirements.

If you have any questions, the property owner's representative, Jeremie Chastain, can be reached by phone at (239) 254-2000.

Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

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Arborwood CDD
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

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You are being notified as a property owner within the Arborwood Village CPD pursuant to the Lee County requirements.

If you have any questions, the property owner's representative, Jeremie Chastain, can be reached by phone at (239) 254-2000.

Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

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City, State, ZIP+4®: Palm Beach Gardens, FL 33410

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Arborwood CDD
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

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May 18, 2023

VIA CERTIFIED MAIL
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Premium 200 Treeline Avenue, LLC
777 Brickell Ave., Suite 640
Miami, FL 33131

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

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You are being notified as a property owner within the Arborwood Village CPD pursuant to the Lee County requirements.

If you have any questions, the property owner's representative, Jeremie Chastain, can be reached by phone at (239) 254-2000.

Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

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VIA CERTIFIED MAIL
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WFCW Propco Goldenwood, LLC
2655 Le Jeune Road, Suite 910
Coral Gables, FL 33134

RE: Arborwood Village CPD
HM File No. 2022.115

Dear Representative:

Please be advised that a request has been submitted to amend the existing Arborwood Village CPD to request a deviation to allow for a parking reduction for the storage, indoor use within Anchor Parcel 1-A as depicted on Option A of the Master Concept Plan (MCP) or within Anchor Parcel 1-C as depicted on Option C of the MCP. There are no proposed changes to the existing site layout, such as stormwater management, roadways, or indigenous preserves.

The Anchor Parcel is approximately 11.37 acres, and located at 13600 Goldenwood Dr., Folio Number 10542445.

You are being notified as a property owner within the Arborwood Village CPD pursuant to the Lee County requirements.

If you have any questions, the property owner's representative, Jeremie Chastain, can be reached by phone at (239) 254-2000.

Very truly yours,

HOLE MONTES, INC.

Jeremie Chastain

Jeremie Chastain, AICP
Senior Planner
JC/sek

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TR TRANSPORTATION CONSULTANTS, INC

2726 OAK RIDGE COURT, SUITE 503
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OFFICE 239.278.3090
FAX 239.278.1906

TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
SIGNAL SYSTEMS/DESIGN

PARKING DEMAND STUDY

FOR

MINI-WAREHOUSE
INDOOR SELF STORAGE FACITIES
PARKING DEMAND STUDY

PROJECT NO. F2211.06

PREPARED BY:
TR Transportation Consultants, Inc.
Certificate of Authorization Number: 27003
2726 Oak Ridge Court, Suite 503
Fort Myers, Florida 33901-9356
(239) 278-3090

December 20, 2022

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

TRANSPORTATION CONSULTANTS, INC

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II. METHODOLOGY

III. RESULTS

IV. PARKING DEMAND FOR ARBORWOOD SELF-STORAGE

V. COMPARISON TO ITE PARKING GENERATION, 5th EDITION

VI. CONCLUSION

TR TRANSPORTATION CONSULTANTS, INC

I. INTRODUCTION

TR Transportation Consultants, Inc. has conducted a parking demand study for min-warehouse uses, more specifically, indoor self-storage facilities, as part of the Arborwood Self Storage facility being proposed in the Arborwood CPD located in the northwest corner of Daniels Parkway and Treeline Avenue in Lee County, Florida. The parking study was conducted in order to support a parking deviation request for the Arborwood Self-Storage facility.

The parking demand study was preformed in order to support a parking deviation request for multi-story indoor self-storage facilities, specifically for the project known as Arborwood Self-Storage, located on the north side of Goldenwood Drive within the Arborwood CPD at the northwest corner of Daniels Parkway and Treeline Avenue. The specific request is for relief to the parking requirements for self-storage uses as outlined in Section 34-2020, Table 34-2020(b) of the Lee County Land Development Code. This table states that Warehouse, mini-warehouse facilities should provide **one space for every twenty-five (25) storage units with a minimum of 5 spaces.**

The Arborwood Self-Storage facility is proposing to have a total of 715 storage units within the building and is proposing to provide a total of 13 parking spaces on-site, or a ratio of one space for every 55 storage units. The comprehensive parking demand study conducted by TR Transportation Consultants of similar indoor self-storage facilities in Lee County determined that the maximum parking demand experienced was **1 space for every 104 storage units**. For the Arborwood Self-Storage facility, with 715 units proposed, this would require a total of 7 parking spaces to meet the peak demand.

TRANSPORTATION CONSULTANTS, INC

II. METHODOLOGY

The methodology of the parking study was discussed with Lee County Development Services staff and is consistent with the methodology described in the Institute of Transportation Engineer's (ITE) report titled ***Parking Generation***, 5th Edition. A methodology meeting was held with Lee County staff on September 15, 2022 with Lee County Development Services Staff to discuss the methodology of the parking study.

The Parking Demand Study included collecting parking data at five (5) existing indoor self-storage facilities in Lee County. The study sites were selected based on the similarity to the proposed Arborwood facility, the demographics of the properties and the date of construction of the properties. All of the facilities that were surveyed have an occupancy level of greater than 95%. The following provides a summary of the five (5) sites that were surveyed.

The methodology of the parking study was to survey the number of PUBLIC parking spaces available for the public to use at each facility. It did NOT include any marked parking spaces that are behind secured gates that would be utilized by tenants/renters of storage units at each of the facilities to utilize while they are visiting their storage unit. Three of the facilities surveyed had a security gate on-site that provided secured access to a portion of the site. All five (5) sites provided parking for renters, customers and visitors to the office around the building that were accessible at all times during the day. Hours of operations of the office facilities at these sites were all generally from 9:00 A.M. to 5:00 P.M., Monday through Saturday.

Three facilities are a Public Storage facility, one is a Extra Space Storage facility and one is a Lock-Up Storage facility. Included in the Appendix is an aerial location map of each site. Management at each location was consulted with before the study to ensure that each facility was in full operation and was not damaged in Hurricane Ian.

TRANSPORTATION CONSULTANTS, INC

Public Storage – 11995 SR 82 City of Fort Myers

The Public Storage facility located at 11995 SR 82 in the City of Fort Myers and is a 3-story facility containing a total of 895 units and 119,945 square feet of floor area. There are a total of seventeen (17) parking spaces available at this facility for the public to utilize. There are security gates that allow access to the rear of the building where an additional fourteen (14) parking spaces are available but again, these spaces were not included in the survey. There are NO outdoor accessible storage units at this location. All of the storage units are indoor units. The access to the site is a right-in/right-out only access on S.R. 82. The site was constructed in 2019 and is over 97% occupied.

Public Storage – 10688 Colonial Boulevard City of Fort Myers

The Public Storage facility located at 10688 Colonial Boulevard in the City of Fort Myers and is a 2-story facility containing a total of 650 units and 96,118 square feet of floor area. There are a total of twenty-four (24) parking spaces available at this facility for the public to utilize. There are security gates that allow access to the rear of the building but there is no additional parking spaces provided. There are some outdoor accessible storage units at this location. The access to the site is within the existing Arbor Towne Square Shopping Center at Colonial Boulevard and Treeline Avenue. The site was constructed in 2019 and is over 97% occupied.

Extra Space Storage – 2399 Champion Ring Road City of Fort Myers

The Extra Space Storage facility located at 2399 Champion Ring Road within the Forum Development in the City of Fort Myers and is a 3-story facility containing a total of 665 units and 103,500 square feet of floor area. There are a total of twelve (12) parking spaces available at this facility for the public to utilize. There are security gates that allow access to the sides and rear of the building as well as to two single story ground level storage buildings that have external access but there is no additional parking spaces provided. The access to the site is from Champion Ring Road within the Forum development south of S.R. 82. The site was constructed in 2019 and is over 98% occupied.

TRANSPORTATION CONSULTANTS, INC

Public Storage – 20091 Tiburon Way Estero

The Public Storage facility located at 20091 Tiburon Way within the University Highland (Tidewater) development in the Village of Estero and is a 3-story facility containing a total of 600 units and 84,339 square feet of floor area. There are a total of thirty (30) parking spaces available at this facility for the public to utilize. There are no security gates at this facility. The access to the site is from Tiburon Way, which connects to Tidewater Key Boulevard and that accesses Ben Hill Griffin Parkway. The site was constructed in 2018 and is over 98% occupied.

The Lock-Up Self Storage – 9901 Estero Oaks Blvd Lee County

The Lock-Up Self Storage facility located at 9901 Estero Oaks Boulevard within the Estero Oaks MDP at the northwest corner of Three Oaks Parkway and Estero Parkway in Lee County and is a 3-story facility containing a total of 700 units and 88,898 square feet of floor area. There are a total of thirty-three (33) parking spaces available at this facility for the public to utilize. There are no security gates at this facility. The access to the site is from Tuscany Park Way within the Estero Oaks MPD, which connects to Estero Boulevard and Three Oaks Parkway. The site was constructed in 2018 and is over 98% occupied.

The surveys were conducted in November and early December of 2022. The total number of vehicles parked in a surface parking spaces on the property were surveyed at various times throughout the day at each location. The data collection was consistent with the methodologies outlined in the ITE ***Parking Generation Manual***, 5th Edition.

The raw data sheets from the parking occupancy study for each property are included in the Appendix of this report for reference. The raw data sheets indicate the date and time of each survey, the **TOTAL** number of vehicles parked on the property in the spaces available to the public. Copies of the site plans for each of the five sites are also included in the Appendix of this report.

TRANSPORTATION CONSULTANTS, INC

III. RESULTS

The peak parking occupancy was surveyed at each property and is summarized in **Table 1**. Table 1 identifies the number of units and the parking demand rate based on the total of number of storage units, since the Lee County Land Development Code bases the parking requirement for the mini-warehouse use based on the number of storage units. This is based on the **HIGHEST** number of parking spaces occupied as recorded from the survey.

Table 1
Indoor Self-Storage Parking Demand Study
Highest Parking Demand Based on Number of Storage Units

Property	Total Number of Units	Highest Number of Occupied Spaces	Units Per Parking Space
Public Storage SR 82	895	5	179.0
Public Storage Colonial	650	7	92.9
Extra Space Storage	665	8	83.1
Public Storage Tiburon	600	7	85.7
Lock-Up	700	9	77.8
AVERAGE			**103.7**

Table 2 identifies the parking based on the floor area of the facilities. The ratio is based on the number of spaces per 10,000 square feet of floor gross floor area, including office space.

Table 2
Indoor Self Storage Parking Demand Study
Highest Parking Demand Based on Gross Floor Area

Property	Gross Floor Area	Highest Number of Occupied Spaces	Space/10,000 Sq. Ft.
Public Storage SR 82	119,945	5	0.42
Public Storage Colonial	96,118	7	0.73
Extra Space Storage	107,200	8	0.75
Public Storage Tiburon	84,339	7	0.83
Lock-Up	85,898	9	1.05
AVERAGE			**0.75**

TRANSPORTATION CONSULTANTS, INC

IV. PARKING DEMAND FOR ARBORWOOD SELF STORAGE

Based on the calculations noted above, the proposed 715 units at Arborwood Self Storage would have a **parking demand of 7 spaces** based on the total number of storage units. The building will contain approximately 98,938 square feet of Gross Floor Area. Based on the floor area, a total parking demand of 8 spaces would be needed.

The applicant is requesting a parking deviation to provide a total of 13 parking spaces on the site, or a parking rate of one space for every 55 units.

V. COMARISON TO ITE PARKING GENERATION, 5th EDITION

A comparison of the surveyed data was also made with the data contained in the most recent ITE ***Parking Generation Manual***, 5th Edition. The data set from Land Use Code 151 – Mini-Warehouse was compared to the survey data. The applicable sheets from the ITE ***Parking Generation Manual*** for this Land Use Code is included in the Appendix of this report for reference where the Average Parking Demand Rate as well as any Fitted Curve Equation are identified.

Table 3 identifies the Average Parking Rates per storage unit and per 10,000 square feet to be consistent with the data shown in Tables 1 and 2. Trip Rates were identified for both Monday through Friday data sets as well as for Saturday. The bottom line of Table 3 illustrates the parking demand for the Arborwood Self-Storage based on the ITE data and the intensity of uses being proposed (715 storage units and 98,938 square feet). This is represented by applying the highest parking rate illustrated for that time period. It should be noted that it is unclear the type of mini-warehouse units that were surveyed as part of the data set in the ITE Parking Generation Manual. The data set specifically surveyed as part of this study was focused on the indoor storage facilities, which function differently than the older style mini-warehouse facilities that are all single-story facilities with a majority of units accessed directly from the outside. These types of facilities are utilized more frequently by local contractors and business owners that may store equipment and

other materials related to their business on-site and may have a greater amount of activity throughout the day than the multi-story indoor self-storage facilities, which are typically occupied by tenants with longer terms storage needs that require climate controlled interior storage and the amount of daily activity is far lower than the older mini-warehouse facilities.

Table 3
Self -Storage (Mini-Warehouse) Parking Demand Study
ITE Parking Generation Manual, 5th Edition

Land Use Code	Average Units Per Parking Spaces		Average Trip Rate Per 10,000 Sq. Ft.	
	M-F	Sat	M-F	Sat
LUC 115 – Mini-Warehouse	73.5	106.4	1.0	0.9
Highest Parking Needed for Arborwood	10	7	10	9

715 Storage Units & 98,938 Sq. Ft. proposed at Arborwood

Therefore, based on the ITE ***Parking Generation Manual***, 5th Edition, the Arborwood Self-Storage should provide at least 10 parking spaces to meet the anticipated parking demand. The requested deviation is to supply 13 total parking spaces, which is approximately 30% higher than the parking demand identified in the ITE report.

TR TRANSPORTATION CONSULTANTS, INC

VII. CONCLUSION

The parking demand study by TR Transportation Consultants at five (5) indoor self-storage sites in Lee County over a period of a month supports a deviation request from the Lee County Land Development Code parking requirements for mini-warehouse uses (Section 34-2020). The data collected reflects an average peak parking demand of one (1) parking space for every one hundred and three (103) storage units (1 Space/103 Units), or 0.75 spaces for every 10,000 square feet of building floor area.

Therefore, based on the data submitted, a deviation request to reduce the required parking on the Arborwood Self-Storage facility is clearly supported by the studies conducted by TR Transportation Consultants as well as the data contained in the ITE Parking Generation Manual, 5th Edition.

APPENDIX

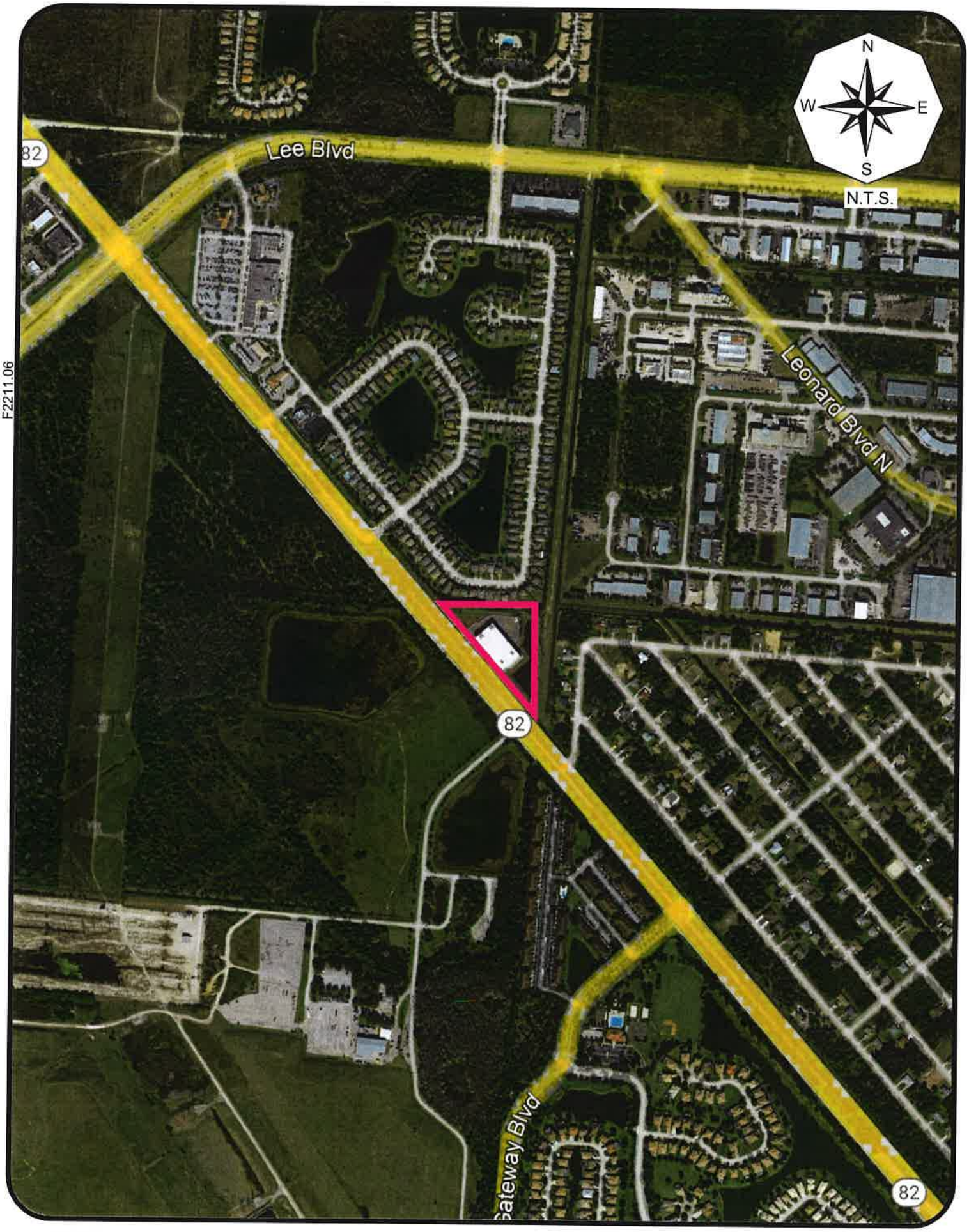
LEE COUNTY LAND DEVELOMPENT CODE SECTION 34-2020(b)

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

Use	Special Notes or Regulations	Minimum Required Spaces for Single-Use Development	Minimum Required Spaces for Multiple-Use Development
a. Passenger car parking		1 space per 1,000 square feet of total floor area for the first 20,000 square feet, plus 1 space per 2,000 square feet for the second 20,000 square feet to 99,999 square feet, plus 1 space per 5,000 square feet for that portion over 100,000 square feet	—
b. Truck and trailer parking	Notes (12) & (13)	1 space for every 5,000 square feet of total floor area	—
Warehouse, mini-warehouse.		1 space per 25 storage units, with a minimum of 5 spaces	—
Wholesale, processing and warehousing establishments.	Note (1)	1.25 spaces per 1,500 square feet of total floor area	0.75 spaces per 1,500 square feet of total floor area

AERIAL LOCATION MAPS

F2211.06



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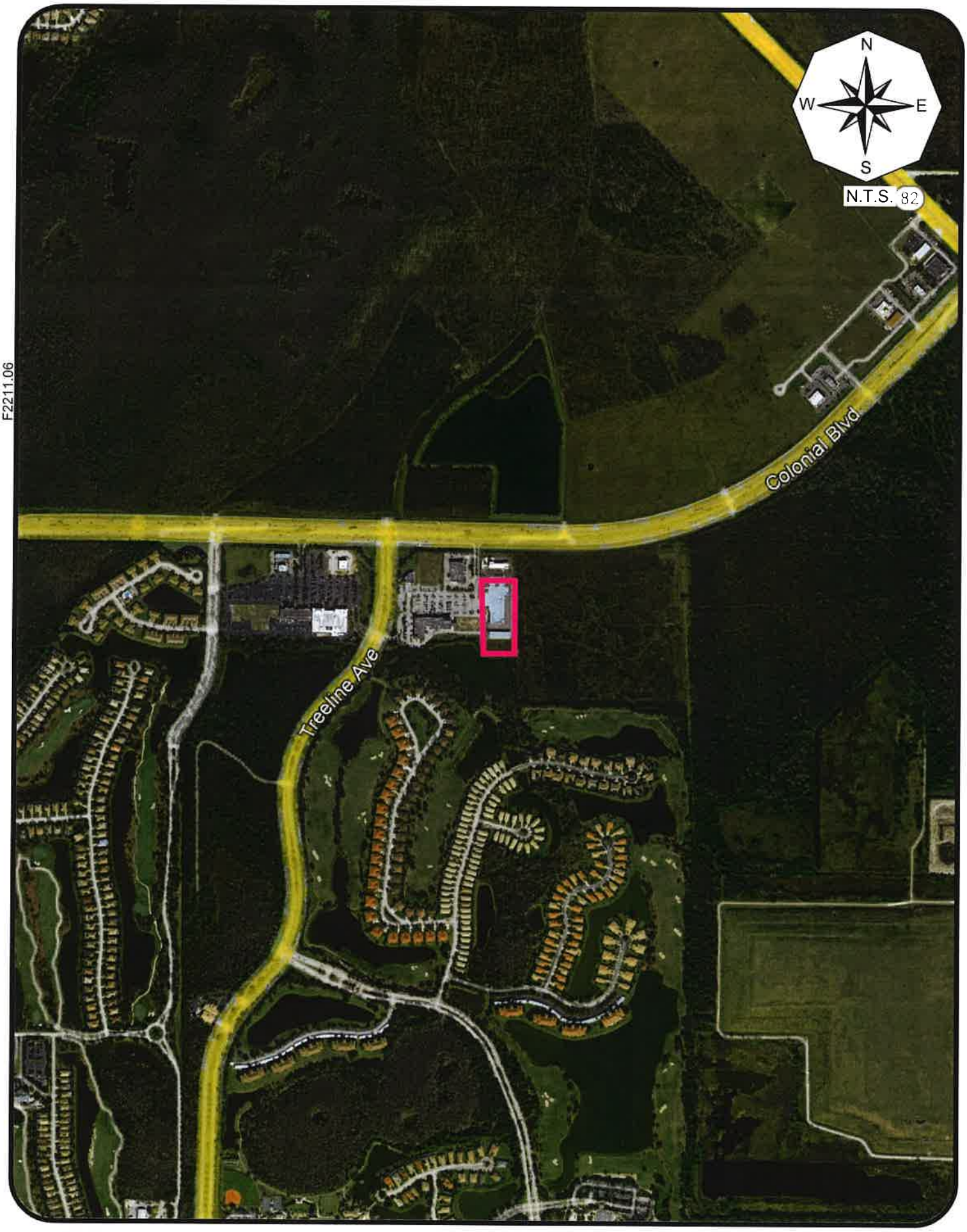

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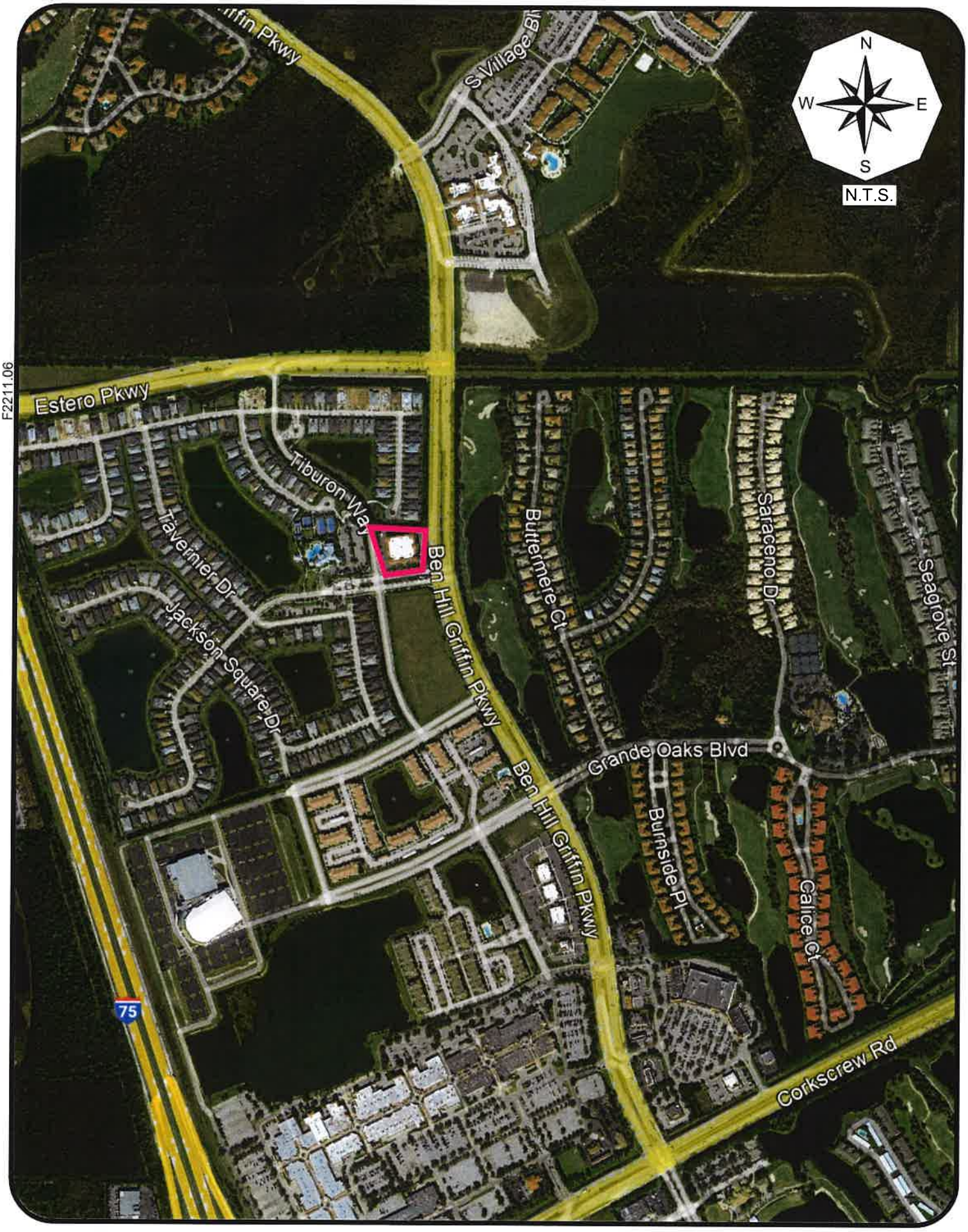
TR TRANSPORTATION CONSULTANTS, INC

EXTRA SPACE STORAGE
2399 CHAMPION RING RD

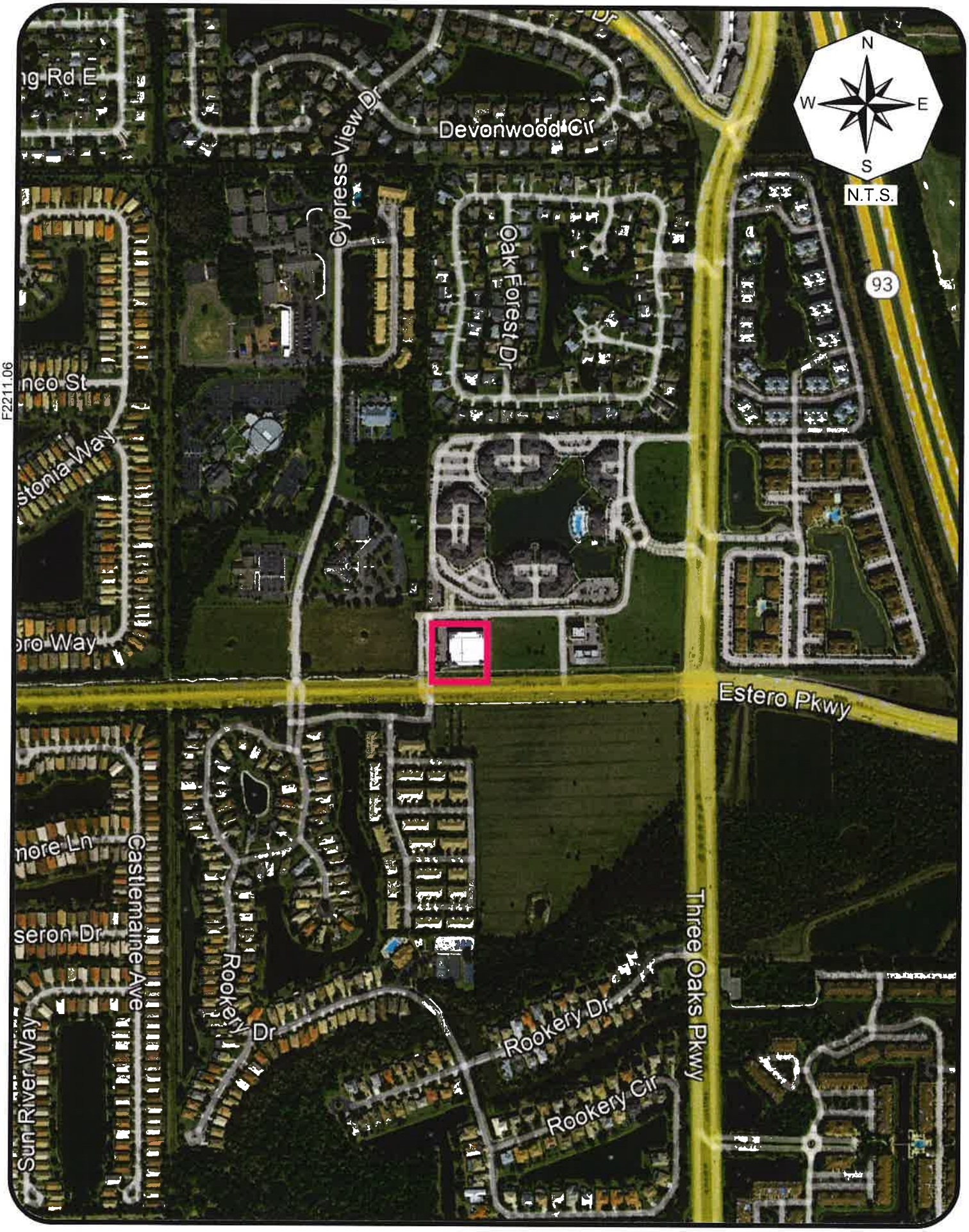
F2211.06



TR TRANSPORTATION CONSULTANTS, INC

PUBLIC STORAGE
20091 TIBURON WAY

F2211.06



TR TRANSPORTATION CONSULTANTS, INC

LOCK - UP SELF STORAGE
9901 ESTERO OAKS DRIVE

PARKING STUDY SUMMARY SHEETS

Indoor Self Storage Parking Survey Summary

Location	One Space Per XX Unit	Spaces/10,000 Sq. Ft. GFA
Extra Space Champion Ring Road 665 Units/103,500 Sq. Ft.	83.1	0.75
Lock-Up Lee County 700 Units/85,889 Sq. Ft.	77.8	1.05
Public Storage Tiburon Way 600 Units/84,339 Sq. Ft.	85.7	0.83
Public Storage SR 82 895 Units/119,945 Sq. Ft.	179.0	0.42
Public Storage Colonial Blvd. 650 Units/96,118 Sq. Ft.	92.9	0.73
Average	**103.7**	**0.75**

One Parking Space Per 104 Units

0.75 Spaces for every 10,000 Sq. Ft of Gross Floor Area

Average of Unit Count of Surveyed Sites	702	Units
Average of Floor Area of Surveyed Sites	98,700	sf

Public Storage

11995 FL-82

City of Fort Myers

Total Spaces in Lot	**17**	**Number of Storage Units**	
Total Building Square Feet	**119,945**	**895**	

Suvery Date	Day	Time	Occupied Spaces	% Occupied	
11/10/2022	Thu	11:25 AM	2	12%	
11/10/2022	Thu	2:25 PM	3	18%	
11/10/2022	Thu	4:00 PM	1	6%	
11/12/2022	Sat	10:40 AM	2	12%	
11/12/2022	Sat	1:15 PM	0	0%	
11/12/2022	Sat	3:45 PM	2	12%	
11/12/2022	Sat	6:00 PM	0	0%	
11/13/2022	Sun	10:20 AM	3	18%	
11/13/2022	Sun	1:05 PM	2	12%	
11/13/2022	Sun	3:00 PM	1	6%	
11/13/2022	Sun	5:05 PM	1	6%	
11/14/2022	Mon	10:40 AM	1	6%	
11/14/2022	Mon	1:30 PM	2	12%	
11/14/2022	Mon	5:30 PM	1	6%	
11/15/2022	Tue	10:50 AM	2	12%	
11/15/2022	Tue	12:29 PM	1	6%	
11/15/2022	Tue	3:26 PM	1	6%	
11/16/2022	Wed	9:30 AM	1	6%	
11/16/2022	Wed	4:35 PM	3	18%	
11/17/2022	Thu	11:00 AM	1	6%	
11/17/2022	Thu	4:00 PM	0	0%	
11/19/2022	Sat	11:50 AM	2	12%	
11/19/2022	Sat	2:45 PM	3	18%	
11/19/2022	Sat	5:10 PM	2	12%	
11/20/2022	Sun	10:25 AM	0	0%	
11/20/2022	Sun	12:45 PM	4	24%	
11/28/2022	Mon	10:35 AM	1	6%	
11/28/2022	Mon	12:35 PM	1	6%	
11/28/2022	Mon	1:55 PM	3	18%	
11/28/2022	Mon	4:30 PM	1	6%	
11/28/2022	Mon	5:40 PM	2	12%	
11/29/2022	Tue	10:45 AM	2	12%	
11/29/2022	Tue	4:00 PM	0	0%	
11/30/2022	Wed	10:05 AM	2	12%	
11/30/2022	Wed	3:35 PM	0	0%	
12/1/2022	Thu	10:55 AM	2	12%	
12/1/2022	Thu	3:05 PM	5	29%	HIGH
		Average	1.6	10%	

Parking Demand Per Storage Unit

One Space for Every 179 Units

0.42 Spaces Per 10,000 Sq. Ft.

Based on Peak Parking Demand

Public Storage

10688 Colonial Blvd
City of Fort Myers

Total Spaces in Lot	**24**	**Number of Storage Units**	
Total Building Square Feet	**96,118**	**650**	

Suvery Date	Day	Time	Occupied Spaces	% Occupied	
11/10/2022	Thu	11:15 AM	7	29%	HIGH
11/10/2022	Thu	2:20 PM	4	17%	
11/10/2022	Thu	4:15 PM	1	4%	
11/12/2022	Sat	10:45 AM	4	17%	
11/12/2022	Sat	1:10 AM	2	8%	
11/12/2022	Sat	3:35 AM	3	13%	
11/12/2022	Sat	6:20 AM	0	0%	
11/13/2022	Sun	10:51 AM	2	8%	
11/13/2022	Sun	1:10 PM	6	25%	
11/13/2022	Sun	3:00 M	2	8%	
11/13/2022	Sun	5:00 PM	4	17%	
11/14/2022	Mon	10:45 AM	3	13%	
11/14/2022	Mon	1:40 AM	3	13%	
11/14/2022	Mon	5:20PM	2	8%	
11/15/2022	Tue	11:00 AM	5	21%	
11/15/2022	Tue	12:23 PM	7	29%	HIGH
11/15/2022	Tue	3:22 PM	5	21%	
11/16/2022	Wed	9:35 AM	5	21%	
11/16/2022	Wed	4:29 PM	0	0%	
11/17/2022	Thu	11:05 AM	5	21%	
11/17/2022	Thu	3:55 PM	4	17%	
11/19/2022	Sat	11:42 AM	6	25%	
11/19/2022	Sat	5:00 PM	1	4%	
11/20/2022	Sun	10:35 AM	3	13%	
11/20/2022	Sun	12:40 PM	2	8%	
11/28/2022	Mon	10:40 AM	4	17%	
11/28/2022	Mon	12:30 PM	5	21%	
11/28/2022	Mon	2:00 PM	4	17%	
11/28/2022	Mon	4:20 PM	5	21%	
11/28/2022	Mon	5:35 PM	3	13%	
11/29/2022	Tue	10:55 AM	6	25%	
11/29/2022	Tue	3:50 PM	2	8%	
11/30/2022	Wed	10:07 AM	5	21%	
11/30/2022	Wed	3:45 PM	4	17%	
12/1/2022	Thu	11:00 AM	4	17%	
12/1/2022	Thu	3:00 PM	3	13%	

Parking Demand Per Storage Unit

One Space for Every 92.9 Units

0.73 Spaces Per 10,000 Sq. Ft.

Based on Peak Parking Demand

Extra Space Storage

2399 Champion Ring Road
City of Fort Myers

Total Spaces in Lot	**12**	
Total Building Square Feet		**107,200**

Number of Storage Units
665

Suvery Date	Day	Time	Occupied Spaces	% Occupied	
11/10/2022	Thu	11:10 AM	6	50%	
11/10/2022	Thu	2:00 PM	3	25%	
11/10/2022	Thu	4:20 PM	3	25%	
11/12/2022	Sat	10:30 AM	8	67%	HIGH
11/12/2022	Sat	1:25 PM	6	50%	
11/12/2022	Sat	3:25 PM	5	42%	
11/12/2022	Sat	6:20 PM	0	0%	
11/13/2022	Sun	10:00 AM	0	0%	
11/13/2022	Sun	1:00 PM	0	0%	
11/13/2022	Sun	2:50 PM	0	0%	
11/13/2022	Sun	5:10 PM	0	0%	
11/14/2022	Mon	10:30 AM	1	8%	
11/14/2022	Mon	1:25 PM	1	8%	
11/14/2022	Mon	6:00 PM	3	25%	
11/15/2022	Tue	10:40 AM	2	17%	
11/15/2022	Tue	12:15 PM	2	17%	
11/15/2022	Tue	3:15 PM	1	8%	
11/16/2022	Wed	9:20 AM	1	8%	
11/16/2022	Wed	4:45 PM	2	17%	
11/17/2022	Thu	10:50 AM	4	33%	
11/17/2022	Thu	2:50 PM	3	25%	
11/17/2022	Thu	4:10 PM	4	33%	
11/19/2022	Sat	11:55 AM	3	25%	
11/19/2022	Sat	2:40 PM	3	25%	
11/19/2022	Sat	5:15 AM	3	25%	
11/20/2022	Sun	10:15 AM	3	25%	
11/20/2022	Sun	12:50 PM	2	17%	
11/28/2022	Mon	10:20 AM	1	8%	
11/28/2022	Mon	12:40 PM	1	8%	
11/28/2022	Mon	1:50 PM	1	8%	
11/28/2022	Mon	4:35 PM	1	8%	
11/28/2022	Mon	5:50 PM	1	8%	
11/29/2022	Tue	10:40 AM	1	8%	
11/29/2022	Tue	4:05 PM	2	17%	
11/30/2022	Wed	9:55 AM	0	0%	
11/30/2022	Wed	3:30 PM	2	17%	
12/1/2022	Thu	10:50 AM	1	8%	
12/1/2022	Thu	3:00 PM	2	17%	
		Average	2.2	18%	

Parking Demand Per Storage Unit

One Space for Every 83.1 Units

0.75 Spaces Per 10,000 Sq. Ft.

Based on Peak Parking Demand

Public Storage

20091 Tiburon Way
Village of Estero

Total Spaces in Lot	**30**	
Total Building Square Feet	**84,339**	

Number of Storage Units
600

Suvery Date	Day	Time	Occupied Spaces	% Occupied	
11/10/2022	Thu	12:00 PM	2	7%	
11/10/2022	Thu	1:30 PM	4	13%	
11/10/2022	Thu	3:25 PM	6	20%	
11/12/2022	Sat	11:15 AM	3	10%	
11/12/2022	Sat	12:25 PM	1	3%	
11/12/2022	Sat	4:25 PM	4	13%	
11/12/2022	Sat	5:30 PM	2	7%	
11/13/2022	Sun	11:20 AM	2	7%	
11/13/2022	Sun	12:35 PM	4	13%	
11/13/2022	Sun	3:30 PM	7	23%	HIGH
11/13/2022	Sun	4:30 PM	6	20%	
11/14/2022	Mon	11:20 AM	5	17%	
11/14/2022	Mon	2:00 PM	4	13%	
11/14/2022	Mon	4:45 PM	1	3%	
11/15/2022	Tue	11:20 AM	4	13%	
11/15/2022	Tue	1:00 PM	1	3%	
11/15/2022	Tue	3:30 PM	2	7%	
11/16/2022	Wed	2:45 PM	4	13%	
11/17/2022	Thu	11:30 AM	6	20%	
11/17/2022	Thu	3:20 PM	4	13%	
11/19/2022	Sat	10:55 AM	6	20%	
11/19/2022	Sat	3:20 PM	4	13%	
11/19/2022	Sat	4:30 PM	1	3%	
11/20/2022	Sun	11:00 AM	3	10%	
11/20/2022	Sun	12:10 PM	3	10%	
11/28/2022	Mon	11:00 AM	3	10%	
11/28/2022	Mon	12:00 PM	2	7%	
11/28/2022	Mon	3:20 PM	3	10%	
11/28/2022	Mon	4:00 PM	4	13%	
11/28/2022	Mon	5:15 PM	3	10%	
11/29/2022	Tue	10:10 AM	7	23%	HIGH
11/29/2022	Tue	3:20 PM	1	3%	
11/30/2022	Wed	10:37 AM	3	10%	
11/30/2022	Wed	4:15 PM	6	20%	
12/1/2022	Thu	12:05 PM	4	13%	
12/1/2022	Thu	2:30 PM	3	10%	
		Average	3.56	11.9%	

Parking Demand Per Storage Unit

One Space for Every 85.7 Units

0.83 Spaces Per 10,000 Sq. Ft.

Based on Peak Parking Demand

The Lock-Up Self Storage

9901 Estero Oaks Drive

Lee County

Total Spaces in Lot	**33**	**Number of Storage Units**	
Total Building Square Feet	**85,898**	**700**	

Suvery Date	Day	Time	Occupied Spaces	% Occupied	
11/10/2022	Thu	11:50 AM	6	18%	
11/10/2022	Thu	1:50 PM	6	18%	
11/10/2022	Thu	3:17 PM	6	18%	
11/12/2022	Sat	11:10 AM	4	12%	
11/12/2022	Sat	12:40 PM	6	18%	
11/12/2022	Sat	4:20 PM	5	15%	
11/12/2022	Sat	5:35 PM	2	6%	
11/13/2022	Sun	11:15 AM	0	0%	
11/13/2022	Sun	12:30 PM	2	6%	
11/13/2022	Sun	3:20 PM	0	0%	
11/13/2022	Sun	4:35 PM	1	3%	
11/14/2022	Mon	11:15 AM	5	15%	
11/14/2022	Mon	1:55 PM	5	15%	
11/14/2022	Mon	4:36 PM	7	21%	
11/15/2022	Tue	11:15 AM	9	27%	HIGH
11/15/2022	Tue	1:00 PM	9	27%	HIGH
11/15/2022	Tue	3:20 PM	6	18%	
11/16/2022	Wed	10:15 AM	2	6%	
11/16/2022	Wed	2:50 PM	4	12%	
11/17/2022	Thu	11:25 AM	7	21%	
11/17/2022	Thu	3:15 PM	3	9%	
11/19/2022	Sat	10:50 AM	4	12%	
11/19/2022	Sat	3:10 PM	4	12%	
11/19/2022	Sat	4:35 PM	2	6%	
11/20/2022	Sun	10:50 AM	4	12%	
11/20/2022	Sun	12:15 PM	1	3%	
11/28/2022	Mon	12:10 PM	6	18%	
11/28/2022	Mon	10:50 AM	5	15%	
11/28/2022	Mon	2:30 PM	8	24%	
11/28/2022	Mon	3:50 PM	6	18%	
11/28/2022	Mon	5:05 PM	4	12%	
11/29/2022	Tue	10:20 AM	8	24%	
11/29/2022	Tue	3:30 PM	4	12%	
11/30/2022	Wed	10:30 AM	3	9%	
11/30/2022	Wed	4:10 PM	3	9%	
12/1/2022	Thu	12:00 PM	8	24%	
12/1/2022	Thu	2:40 PM	6	18%	
		Average	4.62	14%	

Parking Demand Per Storage Unit

One Space for Every 77.8 Units

1.05 Spaces Per 10,000 Sq. Ft.

Based on Peak Parking Demand

SITE PLANS OF SURVEY SITES

PUBLIC STORAGE
11995 SR 82

CITY OF FORT MYERS
THIS PLAN REVIEWED FOR SUBSTANTIAL CODE COMPLIANCE WITH ALL APPLICABLE CODES.
DATE APPROVED: 04/10/19
PERMIT NUMBER: SIT2018-00361
PROPERTY ADDRESS: 11995 SR 82
JOB DESCRIPTION: Construction of one (1) commercial building with related parking and infrastructure
ACORN STORAGE

STOR ALL BUILDING

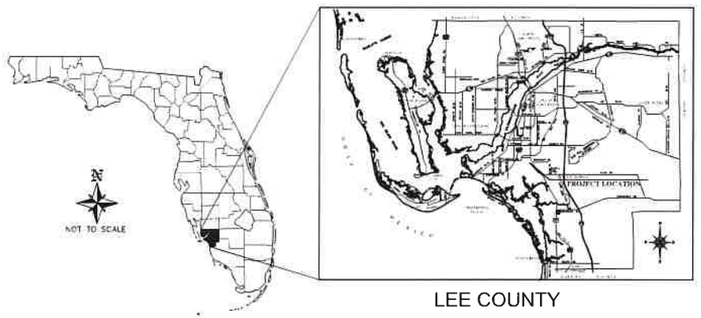
PREPARED FOR:
STATE ROAD 82 LLC
1375 WEST HILLSBORO BLVD
DEERFIELD BEACH, FL 33442

AS-BUILTS / CLOSEOUTS DOCUMENTS ARE TO BE SUBMITTED TO THE ENGINEERING DIVISION PRIOR TO FINAL CLOSEOUT OF THE PROJECT.

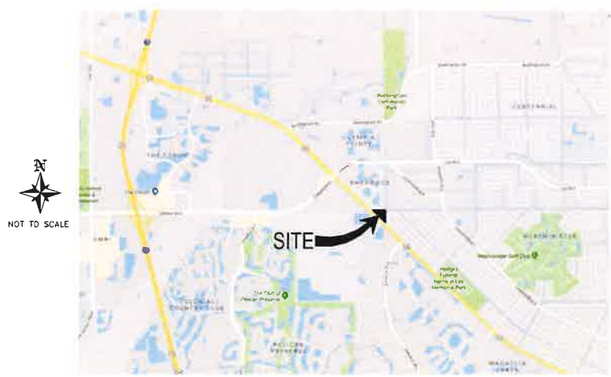
PRECONSTRUCTION MEETING REQUIRED WITH ENGINEERING DIVISION FOR ALL NEW COMMERCIAL DEVELOPMENT. CONTRACTOR SHALL CONTACT BARBIE ROY AT 239-321-7445 TO SCHEDULE THE APPOINTMENT.

REVIEWED
FOR CODE COMPLIANCE
CITY OF FORT MYERS
ENGINEERING

The Contractor is responsible to ensure that all construction conforms to the latest City of Fort Myers standard details, regardless of what is shown on the approved plans.



LEE COUNTY
GENERAL LOCATION MAP



LOCATION MAP
SECTION 36, TOWNSHIP 44 SOUTH, RANGE 25 EAST
FORT MYERS, FLORIDA

UTILITY SERVICE PROVIDERS

WATER: CITY OF FORT MYERS UTILITIES	2925 DR MARTIN LUTHER KING J.R. BLVD FORT MYERS, FL 33916 PH (239) 321-8100
SEWER: CITY OF FORT MYERS UTILITIES	2925 DR MARTIN LUTHER KING J.R. BLVD FORT MYERS, FL 33916 PH (239) 321-8100
ELECTRIC: FLORIDA POWER AND LIGHT CO.	15834 WINKLER ROAD FORT MYERS, FL 33908 PH (239) 332-9214
FIRE PROTECTION: CITY OF FORT MYERS FIRE DEPARTMENT	2033 JACKSON STREET FORT MYERS, FL 33901
SOLID WASTE DISPOSAL: CITY OF FORT MYERS	2200 SECOND STREET FORT MYERS, FL 33901 PH (239) 321-8050

PROJECT CONTACTS

ARCHITECT: FELIX PARDO & ASSOCIATES, INC.	255 UNIVERSITY DRIVE CORAL GABLES, FLORIDA 33134 PHONE: (305) 445-4555 FAX: (305) 445-7006
STRUCTURAL ENGINEER BBM STRUCTURAL ENGINEERS, INC. JOEL R. MIDDLEBROOKS, JR., P.E.	399 W. PALMETTO ROAD SUITE 200 BOCA RATON, FLORIDA 33432 PHONE: (561) 750-1916
ELECTRICAL/PLUMBING/MECHANICAL ENGINEER FRANYIE ENGINEERS INC. VIVIANA FRANYIE, P.E. ANTONIO FRANYIE, P.E. LIC. #11640	10610 NW 27 STREET MIAMI, FLORIDA 33172 PHONE: (305) 592-1360 FAX: (305)594-9279
CIVIL ENGINEER: BANKS ENGINEERING SAMUEL W. MARSHALL, P.E., LIC. #48881	10511 SIX MILE CYPRESS PKWY. FORT MYERS, FLORIDA 33966 PHONE: (239) 939-5490
SURVEYOR: CRESURVEYS DAVID A. NIX LIC. #7057	524 W SYCAMORE ST FAYETTEVILLE, ARKANSAS 72703 PHONE: (479) 443-4506
TRAFFIC ENGINEER: TR TRANSPORTATION CONSULTANTS, INC.	2726 OAK RIDGE COURT, SUITE 503 FORT MYERS, FLORIDA 33901-9356 PHONE: (239) 278-3090
LANDSCAPE ARCHITECT: DAVID M. JONES JR. AND ASSOCIATES, INC	2221 MCGREGOR BLVD. FORT MYERS, FL 33901 PHONE: (239) 337-5525

SHEET LIST

SHEET #	SHEET TITLE
01	COVER
02	GENERAL NOTES AND SPECIFICATIONS
03	AERIAL AND BEST MANAGEMENT PRACTICES
04	EXISTING CONDITIONS AND DEMOLITION PLAN
05	SITE PLAN
06	ENGINEERING PLAN
07	CROSS SECTIONS
08	PAVING, GRADING, & DRAINAGE DETAILS
09	UTILITY DETAILS
10	LIFT STATION DETAILS

ALL EXISTING ELEVATIONS AND PROPOSED GRADES ARE N.A.V.D. 1988

SITE INFORMATION

PROJECT AREA:	5.01 ACRES
PARCEL STRAP NO.:	36-44-25-P2-00060.000
PARCEL ADDRESS:	11995 SR 82 FT. MYERS, FL 33973
CURRENT ZONING:	COMMERCIAL INTENSIVE
PROPOSED USE:	MINI STORAGE

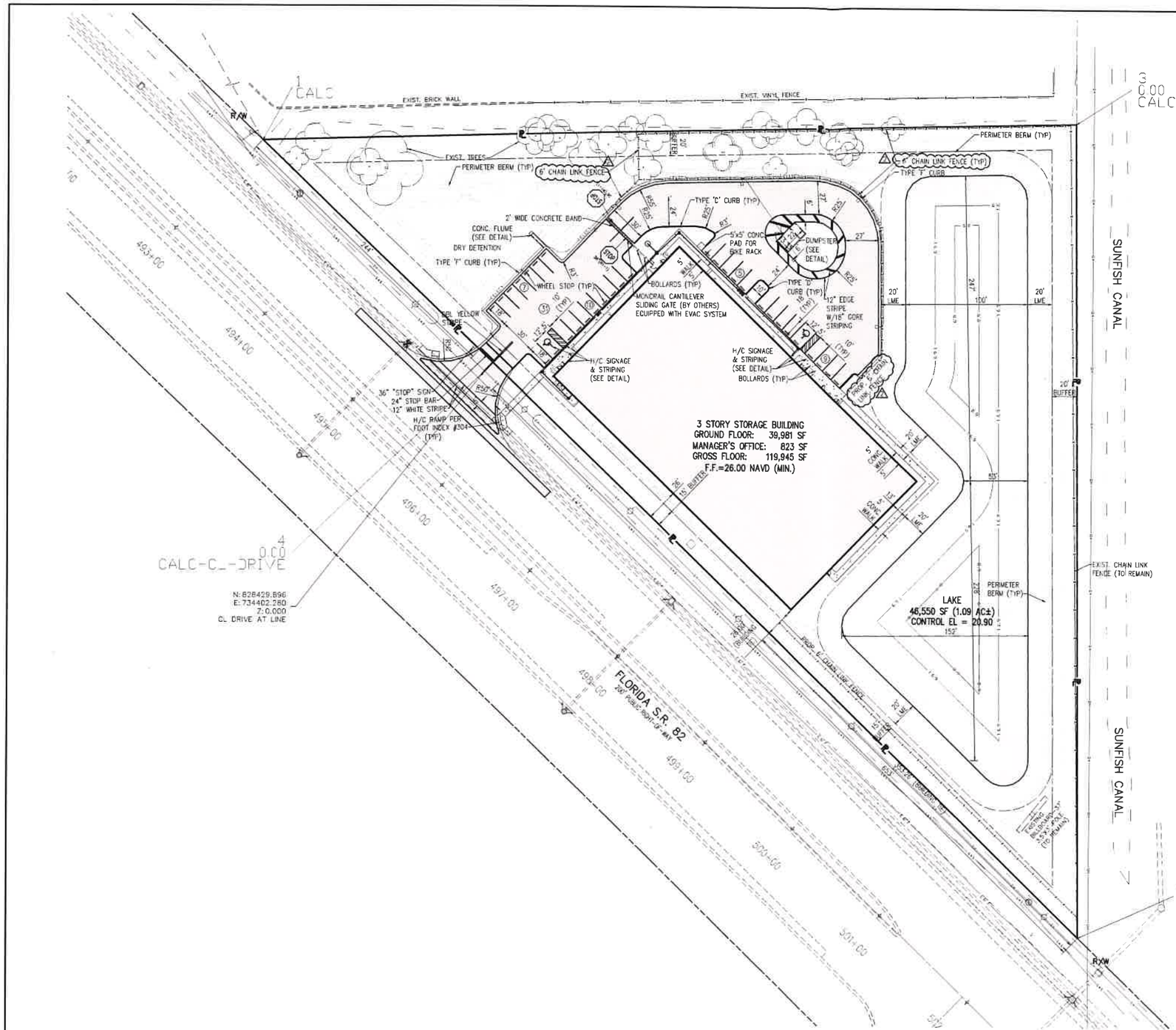
BANKS
ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33966
PHONE: (239) 939-5490 FAX: (239) 939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

Digitally signed by Samuel W. Marshall, P.E. #48881 State of Florida using an SHA-1 authentication code. Printed copies of this document are not considered signed & sealed, & the SHA-1 authentication code must be verified on any electronic copies. Date: 2019.02.28 10:49:15 -04'00'

SAMUEL W. MARSHALL, P.E.
LIC. #48881

COVER SHEET
SR 82 STOR-ALL MINI WAREHOUSE
CITY OF FORT MYERS, FLORIDA
SHEET 01

NO.	DATE	REVISION DESCRIPTION	BY
3	3/28/2019	REVISED PER CITY OF FT MYERS COMMENTS	EMH
2	2/12/2019	REVISED PER RFI COMMENTS	EMH
1	1/18/2019	REVISED PER CITY OF FT MYERS AND SFWMD COMMENTS	EMH



CITY OF FORT MYERS

THIS PLAN REVIEWED FOR SUBSTANTIAL CODE COMPLIANCE WITH ALL APPLICABLE CODES.

DATE APPROVED: 04/10/19
PERMIT NUMBER: SIT2018-00361
PROPERTY ADDRESS: 11995 SR 82

JOB DESCRIPTION: Construction of one (1) commercial building with related parking and infrastructure

STOR ALL BUILDING

TOTAL PERMIT AREA:	5.01 AC	
TOTAL BASIN AREA:	5.01 AC	100%
TOTAL IMPERVIOUS AREA:	2.71 AC	54%
BUILDING:	0.92 AC	18%
PAVEMENT:	0.58 AC	12%
CONCRETE:	0.12 AC	2%
LAKES:	1.09 AC	22%
TOTAL PERVIOUS AREA:	2.30 AC	46%
DRY DETENTION AREA:	0.20 AC	4%
OTHER OPEN SPACE:	2.10 AC	42%
OFFSITE IMPROVEMENTS:	0.06 AC	
PAVEMENT: 0.04 AC	0.04 AC	
CONCRETE: 0.02 AC	0.02 AC	

REFUSE AND SOLID WASTE DISPOSAL AREA:
STORAGE BUILDING

823 SF (312 CY PER DAY/1,000 SF OFFICE/MONTH) = 2.57 CY/MO = 0.09 CY/DAY
119,122 SF (312 CY PER DAY/100,000 SF STORAGE/MONTH) = 3.72 CY/MO = 0.12 CY/DAY
TOTAL WASTE GENERATION = 0.21 CY/DAY (1.47 CY/WEEK)
RECYCLE 0.21 CY/DAY X 60% = 0.13 CY/DAY (0.88 CY/WEEK)
PROVIDED 1-8 CY DUMPSTER.

NOTE

1. DUMPSTER ENCLOSURE REQUIRED ON 3 SIDES OF DUMPSTER PAD, MUST BE ARCHITECTURALLY COMPATIBLE WITH MATERIALS AND COLORS USED IN THE PRINCIPAL STRUCTURE PER LDC SECTION 10-610.
2. A MINIMUM OVERHEAD CLEARANCE OF 22' MUST BE MAINTAINED FOR ACCESS TO THE DISPOSAL FACILITIES (LDC 10-261(b).
3. FENCING MATERIAL IS NOT PERMITTED TO USE FOR GATES ON DUMPSTER ENCLOSURES (LDC 10-610, 10-261(c).

PARKING CALCULATIONS:
PER FT MYERS CODE 134-33
MINIMUM NUMBER OF OFF-STREET PARKING SPACES

PARKING REQUIRED: 1 PER 200 SQ FT. OF G.F.A. IN THE MANAGER'S OR LEASING OFFICE, MINIMUM OF 5 SPACE

823 SF OF OFFICE SPACE @ 1 SPACE / 200 SF = 3 SPACES

TOTAL SPACES REQUIRED = 5 SPACES (MINIMUM)

TOTAL SPACES PROVIDED = 31 SPACES (INCLUDING 2 H/C)

LEGEND

PROPERTY LINE
RIGHT OF WAY LINE
EX. EDGE OF PAVEMENT
EX. BACK OF CURB
PROP. DRY DETENTION
EX. UTILITY EASEMENT
EX. PARCEL NUMBERING
PROP. DRAINAGE PIPE
EX. DRAINAGE PIPE
EX. CONC. INLET
MITERED END SECTION
PROP. INLET
PROP. END SECTION
DRAINAGE STRUCTURE ID
PROP. TOP OF CURB ELEVATION
PROP. EDGE OF PAVEMENT ELEVATION
PROPOSED SITE LIGHTING
EX. ELEVATION
FLOW/SLOPE DIRECTION
EX. 6" FORCE MAIN
EX. 12" WATER MAIN
PROP. 6" WATER MAIN
PROP. 6" SANITARY SEWER SERVICE
PROP. POLY WATER SERVICE
EX. SANITARY SEWER MANHOLE
EX. SANITARY CLEAN OUT
EX. LIGHT POLE
PROP. WATER METER
PROP. FIRE HYDRANT ASSEMBLY
EX. ELECTRIC UTILITY ACCESS
EX. CONCRETE WHEEL STOP
BFP/FDC
PROP. WATER VALVE
EX. WATER VALVE
PROP. SHOWTUBE PEDESTALS
PROP. # OF PARKING SPACES
PROP. CONCRETE SIDEWALKS/PADS
PROP. ASPHALT PAVEMENT
EX. ASPHALT PAVEMENT
EX. ASPHALT THICKNESS
EXISTING TREE TO REMAIN

ADDITIONAL NOTES:

ALL ELEVATIONS REFERENCE N.A.V.D. 1988 DATUM

SR82 RIGHT OF WAY INFORMATION IS OBTAINED FROM FDOT STATE ROAD NO. 82 ROADWAY PLANS (FINANCIAL PROJECT ID # 425841-1-52-01)
ENGINEER OF RECORD: KEVIN E. KNUDSEN, P.E. #41062

PREPARED FOR:
STOR-ALL
STATE ROAD 82 LLC
1375 WEST HILLSBORO BLVD
DEERFIELD BEACH, FL 33442

NO.	DATE	REVISION DESCRIPTION	BY
3	3/28/2019	REVISED PER CITY OF FT MYERS COMMENTS	EMH
2	3/12/2019	REVISED PER RFI COMMENTS	EMH
1	1/18/2019	REVISED PER CITY OF FT MYERS AND SFWMD COMMENTS	EMH

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33966
PHONE: (239) 939-5490 FAX: (239) 939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

SAMUEL W. MARSHALL, P.E.
LIC #48881

SITE PLAN
STOR ALL BUILDING
FORT MYERS, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
9/18/2018	8339	SITE PLAN	EMH	EMH	SWM	1"=40'	05

PUBLIC STORAGE
10688 COLONIAL BLVD.

REVIEWED
FOR CODE COMPLIANCE
CITY OF FORT MYERS
ENGINEERING
THE CITY OF FORT MYERS HAS REVIEWED THE ATTACHED PLANS. APPROVAL SUBJECT TO FIELD INSPECTIONS. ADDITIONAL INSPECTIONS MAY BE REQUIRED FOR COMPLIANCE WITH PREVAILING CODES.

CITY OF FORT MYERS
FIRE PREVENTION
THE CITY OF FORT MYERS HAS REVIEWED THE ATTACHED PLANS. APPROVAL SUBJECT TO FIELD INSPECTIONS. ADDITIONAL INSPECTIONS MAY BE REQUIRED FOR COMPLIANCE WITH PREVAILING CODES.

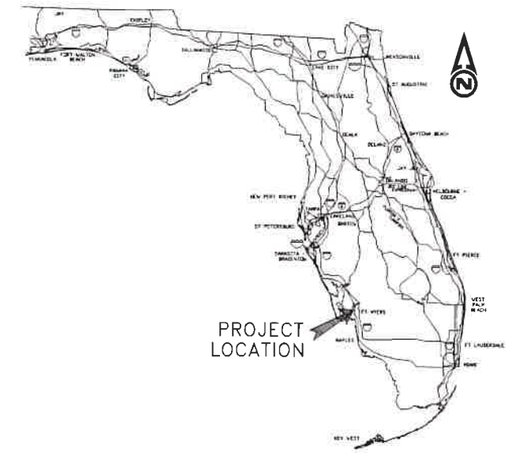
AS-BUILTS / CLOSEOUTS DOCUMENTS ARE TO BE SUBMITTED TO THE ENGINEERING DIVISION PRIOR TO FINAL CLOSEOUT OF THE PROJECT.

PRECONSTRUCTION MEETING REQUIRED WITH ENGINEERING DIVISION FOR ALL NEW COMMERCIAL DEVELOPMENT. CONTRACTOR SHALL CONTACT DARBY ROPP AT 239-321-7881 TO SCHEDULE THE APPOINTMENT.

The Contractor is responsible to ensure that all construction conforms to the latest City of Fort Myers standard details, regardless of what is shown on the approved plans.

SITE DEVELOPMENT PLANS
FOR
ARBOR TOWNE STORAGE, LLC

ADDRESS: **10688 COLONIAL BOULEVARD**
FORT MYERS, FL, 33913
LEE COUNTY - FORT MYERS, FLORIDA
DATE: JANUARY, 2018



VICINITY MAP

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	Cover Sheet
2	General Notes/Details
3	Aerial & Soils Map
4	Existing Conditions
5	Master Site Plan
6	Proposed Paving, Grading & Drainage
7	Master Utility Plan
8	Cross Sections
9	Cross Sections
10	Erosion & Sediment Control Plan
11	COFM Standard Detail Sheet
12	COFM Standard Detail Sheet

SUPPLEMENT PLANS

1	Architectural Plan Set
2	Landscape Plan Set
3	Lighting Plan

PREPARED FOR :

Arbor Towne Storage, LLC

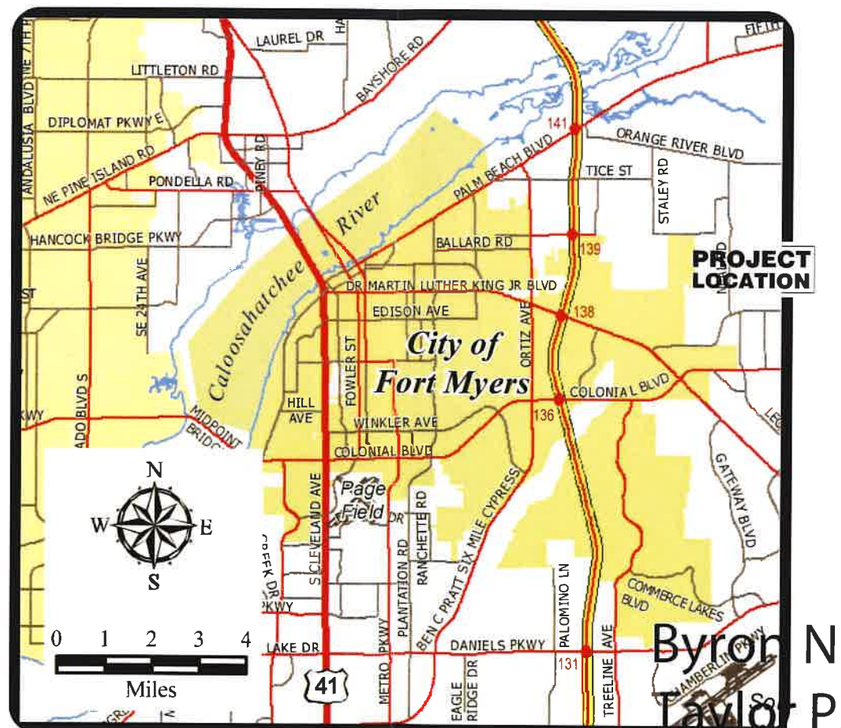
12801 COMMONWEALTH DR
SUITE 12
FORT MYERS, FLORIDA 33913
PH (239) 768-7500
FX (239) 790-5600

NOTES

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN MODIFIED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA

UTILITY CONTACTS

CITY OF FORT MYERS OPERATIONS (239) 332-6691
FIRE PROTECTION (239) 332-6765
WATER SEWER (239) 332-6652
SOLID WASTE (239) 332-6857
FLORIDA POWER & LIGHT (239) 415-1326
EMBARQ (239) 336-2014
TECO/PEOPLES GAS (239) 470-6186



LOCATION MAP

SECTION 35 , TOWNSHIP 44 SOUTH, RANGE 25 EAST
STRAP No. 35-44-25-P2-03500.0040

THE CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. "ALWAYS CALL 811 BEFORE YOU DIG" WWW.SUNSHINE811.COM

PROJECT DESCRIPTION

Included herein are the proposed site development plan for Arbor Towne Storage, LLC. This project includes a new 2 story storage mini-warehouse at 89,292 sf building and a 1 story RV storage at 7,358 sf. included will be the installation of potable service, sewer service, storm system and asphalt parking. This will be completed in a single project.

Byron N. Taylor P.E.
63931
State of Florida

Digitally signed by Byron N. Taylor P.E. 63931 State of Florida
DN: cn=Byron N. Taylor P.E. 63931 State of Florida, o=The item has been electronically signed and sealed using a SHA-1 authentication codes. Printed copies of the document are not considered signed and sealed and all SHA-1 authentication code must be verified on any electronic copies., ou=The item has been electronically signed and sealed using a SHA-1 authentication codes. Printed copies of the document are not considered signed and sealed and all SHA-1 authentication code must be verified on any electronic copies., email=ByronTaylor@bmeng.com, c=US
Date: 2018.05.11 14:56:24 -04'00'

6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

PLANS NOT PREPARED BY A LICENSED ARCHITECT

NUMBER	DATE	
1		
2		
3		
4		

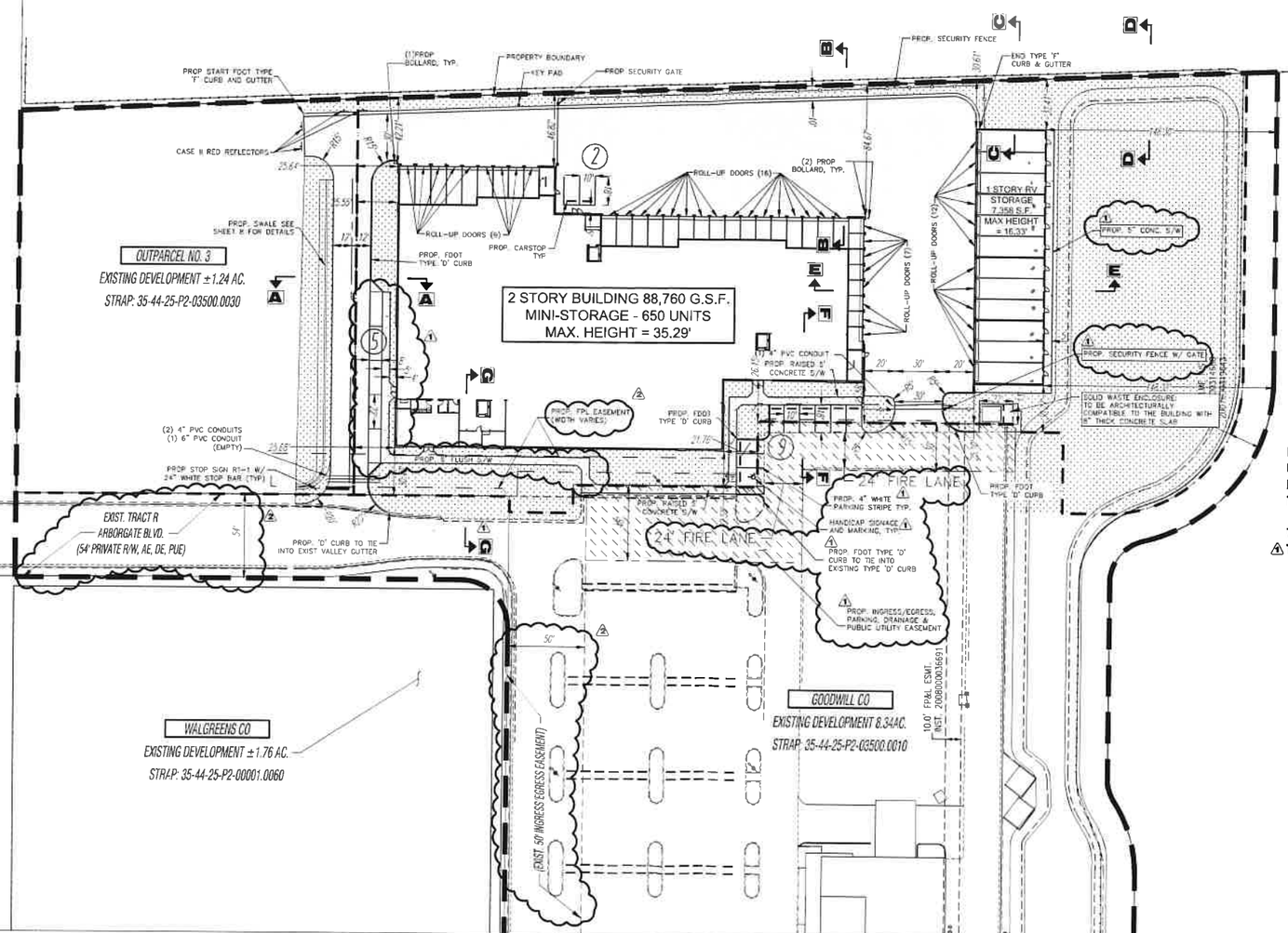
THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW
BYRON N. TAYLOR P.E.
FLORIDA PROFESSIONAL ENGINEER REGISTRATION #63931
DATE May 11, 2018

CAD FILE NAME	DRAWING NO
1433-01	1433
PROJECT NO	SHEET NO
2017.038	1

SCALE: 1"= 40'
0 40 80
11" X 17" SCALE
SCALE: 1"= 80'

PROPOSED SITE DATA:

	DEVELOPMENT AREA	SQ.FT.	ACREAGE	PERCENTAGE
1.	TOTAL SITE AREA:	140,828	3.23	100%
2.	IMPERVIOUS SURFACE AREA:	98,448	2.26	69.9%
	a. EXISTING & PROPOSED BUILDINGS TOTAL AREA	52,846	1.21	37.4%
	b. EXIST. & PROP. ASPHALT / CONC. S/W AND CURB	45,602	1.05	32.5%
3.	PERVIOUS SURFACE AREA:	42,380	0.97	30.1%
	a. PROP. GREEN AREAS / BUFFERS / EASEMENTS	8,403	0.19	5.9%
	b. PROPOSED DRY DETENTION AREAS	33,977	0.78	24.2%



SITE DEVELOPMENT REGULATIONS:

(PER City of Fort Myers Land Development Code, Pelican Preserve Special Development Area: 118.6.2)

MINIMUM LOT AREA AND DIMENSIONS

AREA:	20,000 SF
WIDTH:	100 FT
DEPTH:	150 FT

MINIMUM SETBACKS

STREET:
- Colonial Boulevard: 50 FT plus 1 FT for every 2 FT over 50 FT
- Treeline Avenue: 50 FT plus 1 FT for every 2 FT over 50 FT
- Internal Streets: 20 FT
- Parcel Boundary: (If not ROW) 25 Ft plus 1 FT for every 2 Ft over 25 FT

Building Separation: 25 FT
Maximum Building Height: 10 Stories

MAXIMUM LOT COVERAGE: 50%

MIN. OPEN SPACE REQUIRED: 30.00%
MUNICODE SEC. 33-1514
REQUIRED: 3.23 AC. x 0.30 = 0.97 AC.
PROVIDED: = 0.97 AC.

OPEN SPACE PROVIDED WITHIN OVERALL DEVELOPMENT INCLUDES:
- EXISTING INDIGENOUS VEGETATION AREA
- RIGHT-OF-WAY AND SETBACKS
- PROPOSED DRY DETENTION AREAS

⚠ SOLID WASTE DISPOSAL:

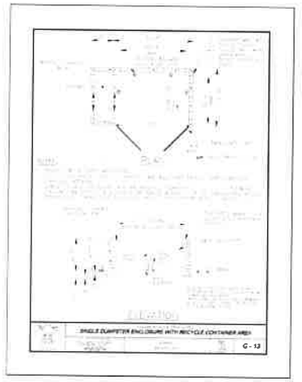
REQUIRED: 880 SF OFFICE GFA: 120 SF (MINIMUM REQUIREMENT)
PROVIDED: DUMPSTER ENCLOSURE: 186 SF
RECYCLABLES ENCLOSURE: 64 SF
TOTAL AREA PROVIDED: 250 SF

PARKING DATA:

PROP BUILDING

USE	CODE-134.3.5(15)	S.F.	SPACES
MINI-WAREHOUSE	1 PER 300 SF OFFICE	880	2
TOTAL REQUIRED	(MINIMUM OF 5 SPACES)		5

TOTAL REQUIRED = 5 SPACES
⚠ TOTAL PROVIDED = 16 SPACES (INCLUDES 1 HANDICAP SPACE)



LEGEND:
- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- LANDSCAPE AREA
- PROP SIGNAGE
- FIRE HYDRANT
- 12:1 GRADE TRANSITION
- ADA DETECTABLE WARNING STRIP
- EXISTING LIGHTPOLE

LETTER	REVISIONS	DATE
5		
4		
3		
2	COFM COMMENTS	05/05/18
1	COFM & SFWMD COMMENTS	03/19/18

ARBOR TOWNE STORAGE, LLC
FORT MYERS, FLORIDA

DESIGNED BY BNT	DATE 01/2018		
DRAWN BY TPB	DATE 01/2018		
CHECKED BY BNT	DATE 01/2018		
VERTICAL SCALE NAVD88	HORIZONTAL SCALE N/A		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

SITE PLAN

THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW.
BYRON N. TAYLOR, P.E.
FLORIDA PROFESSIONAL ENGINEER REGISTRATION #E39511
DATE: May 11, 2018

CAD FILE NAME: 1433-05
PROJECT NO.: 2017.038
DRAWING NO.: 1433
SHEET NO.: 5

C:\Users\byrontaylor\appdata\local\temp\AcPublish_9368\005 SITE PLAN.dwg Tab: 005 May 11, 2018 - 9:32am

EXTRA SPACE STORAGE

2399 CHAMPION RING ROAD

CONSTRUCTION PLANS
FOR
CHAMPION RING ROAD EXTENSION & SELF STORAGE UNITS

SECTION 22, TOWNSHIP 44 S., RANGE 25 E.

UTILITIES PROVIDING SERVICE:

WATER AND SEWER:
CITY OF FORT MYERS UTILITIES
2825 DR. MARTIN LUTHER KING, JR. BOULEVARD
FORT MYERS, FLORIDA 33916
PHONE: (239) 321-8100

TELEPHONE:
CENTURYLINK
1520 LEE STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 336-2030

CABLE:
COMCAST
12641 CORPORATE LAKES DRIVE
FORT MYERS, FLORIDA 33913
PHONE: (800) 266-2278

ELECTRIC:
FLORIDA POWER & LIGHT COMPANY
15834 WINKLER ROAD
FORT MYERS, FLORIDA 33908
PHONE: (239) 415-1326

GARBAGE COLLECTION:
CITY OF FORT MYERS
2825 DR. MARTIN LUTHER KING JR. BOULEVARD
FORT MYERS, FLORIDA 33901
PHONE: (239) 321-8050

FIRE CONTROL DISTRICT:
FORT MYERS FIRE DEPARTMENT
2404 DR MARTIN LUTHER KING JR BOULEVARD
FORT MYERS, FLORIDA 33901
PHONE: (239) 321-7311

REVIEWED
FOR CODE COMPLIANCE
CITY OF FORT MYERS
ENGINEERING

AS-BUILTS / CLOSEOUTS DOCUMENTS ARE TO BE SUBMITTED TO THE ENGINEERING DIVISION PRIOR TO FINAL CLOSEOUT OF THE PROJECT.

PRECONSTRUCTION MEETING REQUIRED WITH ENGINEERING DIVISION FOR ALL NEW COMMERCIAL DEVELOPMENT. CONTRACTOR SHALL CONTACT BARBIE ROY AT 239-321-7445 TO SCHEDULE THE APPOINTMENT.

The Contractor is responsible to ensure that all construction conforms to the latest City of Fort Myers standard details, regardless of what is shown on the approved plans.

CITY OF FORT MYERS
THIS PLAN REVIEWED FOR SUBSTANTIAL CODE COMPLIANCE WITH ALL APPLICABLE CODES.
DATE APPROVED: 07/26/18
PERMIT NUMBER: SIT2017-00262
PROPERTY ADDRESS: 2399 CHAMPION RING RD
JOB DESCRIPTION: Platting of subject parcel (20.30 acres) approximate 1,600+/- linear foot extension of Champion Ring Road and construction of a 103,500 square foot s

OWNER/DEVEL

CHAMPION DEVELOPM
6959 LEBANON ROAD
FRISCO, TX 75
PHONE: (214) 618
FAX: (214) 618-
EMAIL: HORNENT@AOL.COM

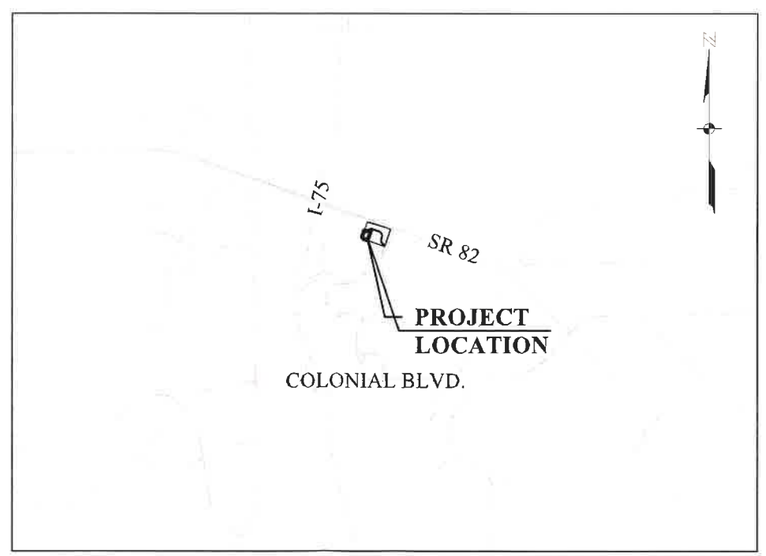
STRAP NUMBER
22-45-25-P3-00905.0000

PROJECT LIMITS AREA
±6.98 ACRES

ZONING
THE FORUM SPECIAL DEVELOPMENT AREA

Sheet List Table

Sheet Number	Sheet Title
C01	COVER SHEET
C02	NOTES & ABBREVIATIONS
C03	AERIAL PHOTOGRAPH
C04	EROSION CONTROL & EXISTING CONDITIONS PLAN
C05	MASTER SITE PLAN
C06	MASTER GRADING & DRAINAGE PLAN
C07	FORUM BLVD. TURN LANE IMPROVEMENTS
C08	MASTER UTILITY PLAN
C09	SELF STORAGE SITE PLAN
C10	SELF STORAGE GRADING PLAN
C11	SELF STORAGE DRAINAGE STRUCTURE PLAN
C12	SELF STORAGE UTILITY PLAN
C13	PLAN & PROFILE - WEST END
C14	PLAN & PROFILE - EAST END
C15	CROSS SECTIONS
C16	TYPICAL DETAILS
R01	FDOT DETAILS
R02	FDOT DETAILS
R03	CITY OF FORT MYERS DETAILS
L01	LANDSCAPE PLAN
L02	LANSCAPE NOTES
L03	LANDSCAPE DETAILS
E01	PHOTOMETRICS



LOCATION MAP
(INTENDED DISPLAY SCALE 1"=3,000')

DECEMBER 2017
REVISED: FEBRUARY 2018
REVISED: MARCH 2018

NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES, & CITIES ARE NOT PART OF THE ONE CALL SYSTEM THEY MUST BE CALLED INDIVIDUALLY

BEFORE YOU DIG STOP CALL SUNSHINE 1-800-432-4770

JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3261
E.B. #642 & L.B. #642

REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 82277

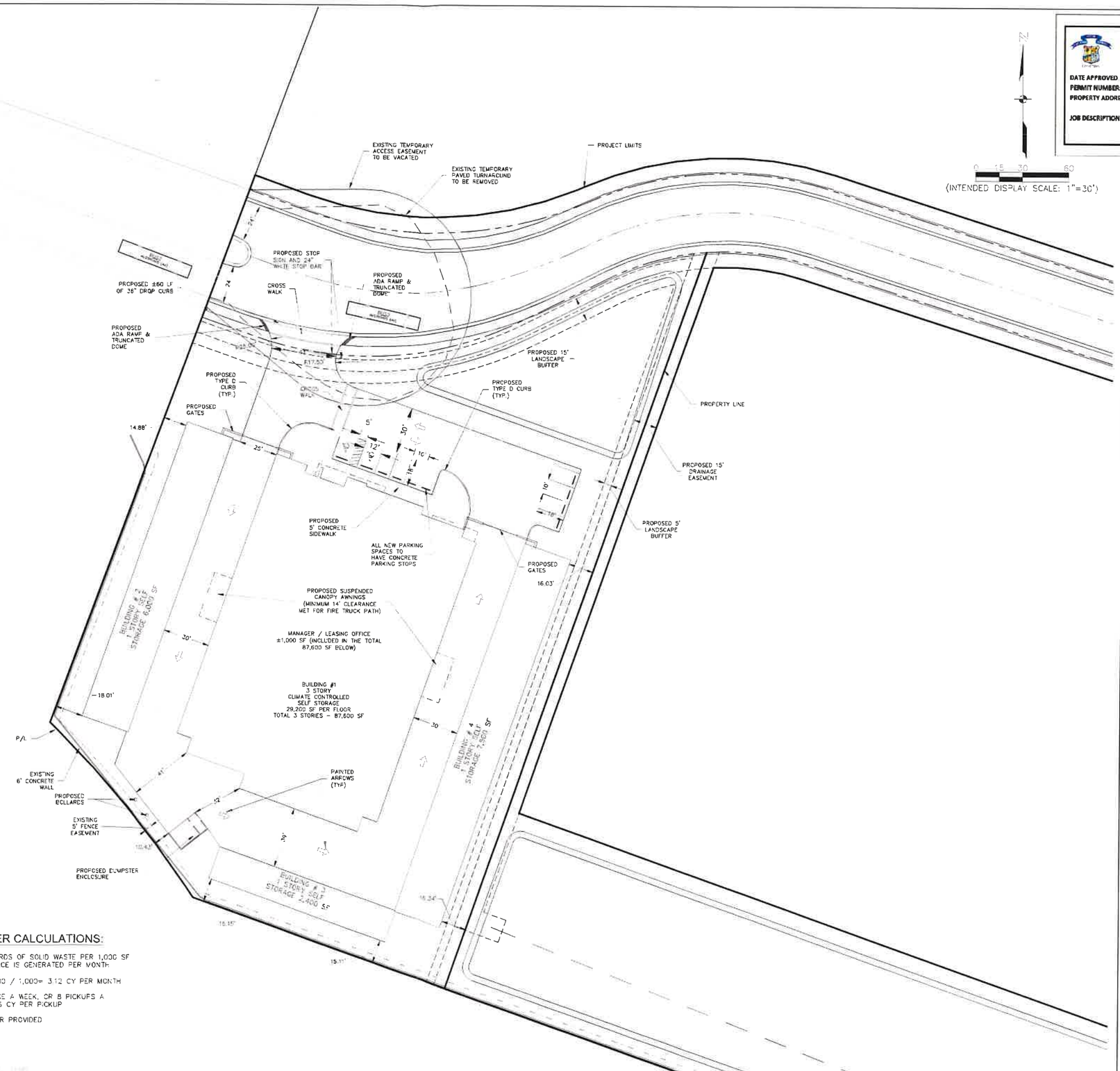
TYLER M. SHARPE, PE

DATE

TYLER M. SHARPE LICENSE No 82277 STATE OF FLORIDA PROFESSIONAL ENGINEER

Tyler M. Sharpe, P.E. 82277 STATE OF FLORIDA
cn=Tyler M. Sharpe, P.E. 82277 STATE OF FLORIDA, o=This item has been electronically signed and sealed using a SHA-1 authentication code., ou=Printed copies of this document are not considered signed and sealed and all SHA-1 authentication codes must be verified on any electronic copies., email=TMS@johnsoneng.com, c=US
2018.03.08 10:00:16 -05'00'

SHEET NUMBER
C01



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DATE APPROVED 07/26/18
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PROPERTY ADDRESS: 2399 CHAMPION RING RD
JOB DESCRIPTION: Platting of subject parcel (20.30 acres) approximate 1,600+/- linear foot extension of Champion Ring Road and construction of a 103,500 square foot s

REVIEWED
FOR CODE COMPLIANCE
CITY OF FORT MYERS
ZONING

CODE SETBACKS:

FRONT – 25'
WEST SIDE – 10'
EAST SIDE – 10'
REAR – 10'
MAX HEIGHT – 70'

CODE BUFFERS:

NORTH – 15'
WEST SIDE – 20'
EAST SIDE – 5'
SOUTH – 20'

LAND COVERAGE:

SELF STORAGE FACILITY PARCEL

BUILDING – 1.04 AC
PAVEMENT/CURB/SIDEWALK – 0.75 AC
DRY DETENTION – 0.20 AC
OPEN SPACE – 0.64 AC

PARCEL ACREAGE – 2.63 AC

PARKING CALCULATIONS:

PER CODE – 1 SPACE PER 300 SF IN MANAGERS OR LEASING OFFICE

1 SPACE / 300 SF X 1000 SF= 4 SPACES

SPACES PROVIDED

8 REGULAR SPACES
2 HANDICAP SPACES

DUMPSTER CALCULATIONS:

3.12 CUBIC YARDS OF SOLID WASTE PER 1,000 SF OF OFFICE SPACE IS GENERATED PER MONTH

3.12 CY X 1,000 / 1,000= 3.12 CY PER MONTH

PICKUP IS TWICE A WEEK, OR 8 PICKUPS A MONTH OR 1.56 CY PER PICKUP

2 CY DUMPSTER PROVIDED

THE FORUM

CHAMPION RING ROAD EXTENSION & SELF STORAGE UNITS

REVISIONS

NO.	DESCRIPTION	DATE
1	CHANGE 81	10-31-17

DATE	DECEMBER 2017
PROJECT NO.	20033780-003
FILE NO.	22-44-25
SCALE:	AS SHOWN

SELF STORAGE SITE PLAN

SHEET NUMBER
C09

REVIEWED
FOR CODE COMPLIANCE
CITY OF FORT MYERS
ZONING

CODE SETBACKS:

FRONT – 25'
WEST SIDE – 10'
EAST SIDE – 10'
REAR – 10'
MAX HEIGHT – 70'

CODE BUFFERS:

NORTH – 15'
WEST SIDE – 20'
EAST SIDE – 5'
SOUTH – 20'

LAND COVERAGE:

SELF STORAGE FACILITY PARCEL

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PAVEMENT/CURB/SIDEWALK – 0.75 AC
DRY DETENTION – 0.20 AC
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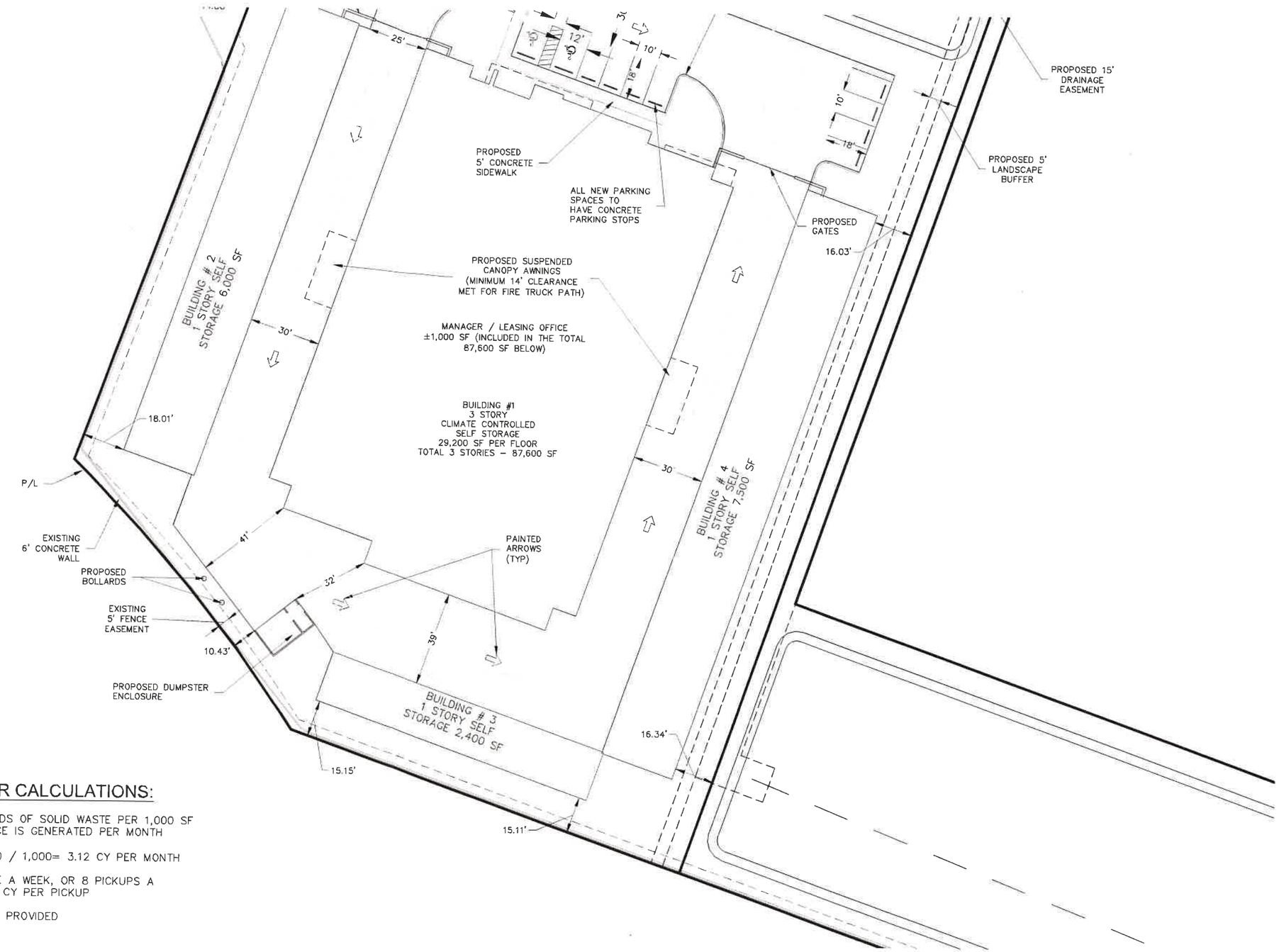
2 HANDICAP SPACES



DUMPSTER CALCULATIONS:

3.12 CUBIC YARDS OF SOLID WASTE PER 1,000 SF OF OFFICE SPACE IS GENERATED PER MONTH

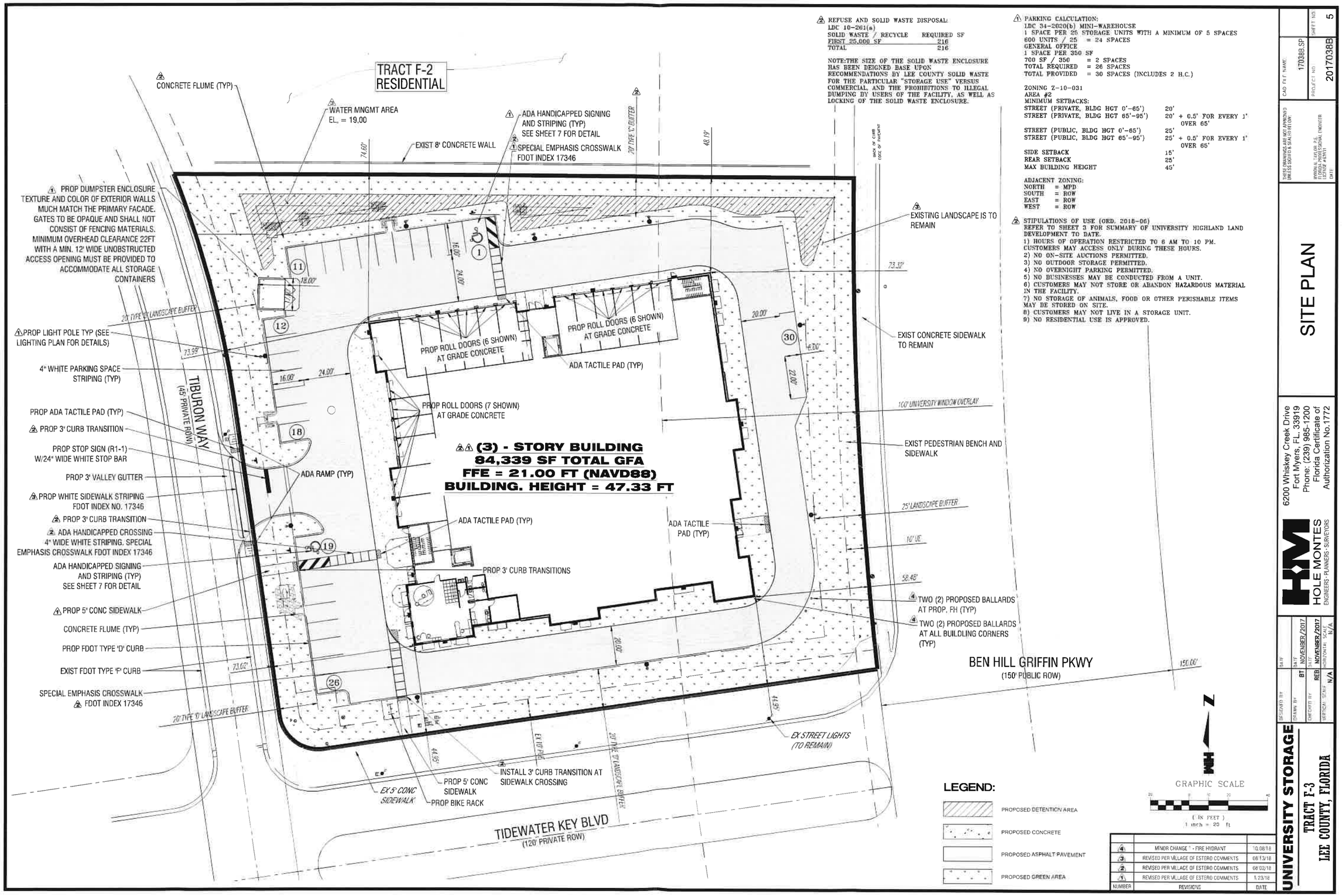
3.12 CY X 1,000 / 1,000= 3.12 CY PER MONTH

PICKUP IS TWICE A WEEK, OR 8 PICKUPS A MONTH OR 1.56 CY PER PICKUP

2 CY DUMPSTER PROVIDED

PUBLIC STORAGE

20091 TIBURON WAY


TRACT F-2
RESIDENTIAL
CONCRETE FLUME (TYP)
WATER MNGMT AREA
EL. = 19.00
EXIST 8' CONCRETE WALL
ADA HANDICAPPED SIGNING AND STRIPING (TYP) SEE SHEET 7 FOR DETAIL
SPECIAL EMPHASIS CROSSWALK FDOT INDEX 17346
20' TYPE 'C' BUFFER
PROP DUMPSTER ENCLOSURE TEXTURE AND COLOR OF EXTERIOR WALLS MUCH MATCH THE PRIMARY FACADE. GATES TO BE OPAQUE AND SHALL NOT CONSIST OF FENCING MATERIALS. MINIMUM OVERHEAD CLEARANCE 22FT WITH A MIN. 12' WIDE UNOBSTRUCTED ACCESS OPENING MUST BE PROVIDED TO ACCOMMODATE ALL STORAGE CONTAINERS
20' TYPE 'D' LANDSCAPE BUFFER
PROP LIGHT POLE TYP (SEE LIGHTING PLAN FOR DETAILS)
4" WHITE PARKING SPACE STRIPING (TYP)
TIBURON WAY
(45' PRIVATE ROW)
PROP ADA TACTILE PAD (TYP)
PROP 3' CURB TRANSITION
PROP STOP SIGN (R1-1) W/24" WIDE WHITE STOP BAR
PROP 3' VALLEY GUTTER
PROP WHITE SIDEWALK STRIPING FDOT INDEX NO. 17346
PROP 3' CURB TRANSITION
ADA HANDICAPPED CROSSING 4" WIDE WHITE STRIPING. SPECIAL EMPHASIS CROSSWALK FDOT INDEX 17346
ADA HANDICAPPED SIGNING AND STRIPING (TYP) SEE SHEET 7 FOR DETAIL
PROP 5' CONC SIDEWALK
CONCRETE FLUME (TYP)
PROP FDOT TYPE 'D' CURB
EXIST FDOT TYPE 'F' CURB
SPECIAL EMPHASIS CROSSWALK FDOT INDEX 17346
20' TYPE 'D' LANDSCAPE BUFFER
PROP ROLL DOORS (6 SHOWN) AT GRADE CONCRETE
PROP ROLL DOORS (6 SHOWN) AT GRADE CONCRETE
ADA TACTILE PAD (TYP)
PROP ROLL DOORS (7 SHOWN) AT GRADE CONCRETE
(3) - STORY BUILDING
84,339 SF TOTAL GFA
FFE = 21.00 FT (NAVD88)
BUILDING. HEIGHT = 47.33 FT
ADA RAMP (TYP)
ADA TACTILE PAD (TYP)
ADA TACTILE PAD (TYP)
PROP 3' CURB TRANSITIONS
EXISTING LANDSCAPE IS TO REMAIN
EXIST CONCRETE SIDEWALK TO REMAIN
100' UNIVERSITY WINDOW OVERLAY
EXIST PEDESTRIAN BENCH AND SIDEWALK
25' LANDSCAPE BUFFER
10' UE
TWO (2) PROPOSED BALLARDS AT PROP. FH (TYP)
TWO (2) PROPOSED BALLARDS AT ALL BUILDLING CORNERS (TYP)
BEN HILL GRIFFIN PKWY
(150' PUBLIC ROW)
EX STREET LIGHTS (TO REMAIN)
INSTALL 3' CURB TRANSITION AT SIDEWALK CROSSING
PROP 5' CONC SIDEWALK
PROP BIKE RACK
EX 5' CONC SIDEWALK
20' TYPE 'D' LANDSCAPE BUFFER
TIDEWATER KEY BLVD
(120' PRIVATE ROW)
LEGEND:
PROPOSED DETENTION AREA
PROPOSED CONCRETE
PROPOSED ASPHALT PAVEMENT
PROPOSED GREEN AREA
GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft
N
REFUSE AND SOLID WASTE DISPOSAL:
LDC 10-261(a)
SOLID WASTE / RECYCLE REQUIRED SF
FIRST 25,000 SF 216
TOTAL 216
NOTE:THE SIZE OF THE SOLID WASTE ENCLOSURE HAS BEEN DEIGNED BASE UPON RECOMMENDATIONS BY LEE COUNTY SOLID WASTE FOR THE PARTICULAR "STORAGE USE" VERSUS COMMERCIAL, AND THE PROHIBITIONS TO ILLEGAL DUMPING BY USERS OF THE FACILITY, AS WELL AS LOCKING OF THE SOLID WASTE ENCLOSURE.
PARKING CALCULATION:
LDC 34-2020(b) MINI-WAREHOUSE
1 SPACE PER 25 STORAGE UNITS WITH A MINIMUM OF 5 SPACES
600 UNITS / 25 = 24 SPACES
GENERAL OFFICE
1 SPACE PER 350 SF
700 SF / 350 = 2 SPACES
TOTAL REQUIRED = 26 SPACES
TOTAL PROVIDED = 30 SPACES (INCLUDES 2 H.C.)
ZONING Z-10-031
AREA #2
MINIMUM SETBACKS:
STREET (PRIVATE, BLDG HGT 0'-65') 20'
STREET (PRIVATE, BLDG HGT 65'-95') 20' + 0.5' FOR EVERY 1' OVER 65'
STREET (PUBLIC, BLDG HGT 0'-65') 25'
STREET (PUBLIC, BLDG HGT 65'-95') 25' + 0.5' FOR EVERY 1' OVER 65'
SIDE SETBACK 15'
REAR SETBACK 25'
MAX BUILDING HEIGHT 45'
ADJACENT ZONING:
NORTH = MPD
SOUTH = ROW
EAST = ROW
WEST = ROW
STIPULATIONS OF USE (ORD. 2015-06)
REFER TO SHEET 3 FOR SUMMARY OF UNIVERSITY HIGHLAND LAND DEVELOPMENT TO DATE.
1) HOURS OF OPERATION RESTRICTED TO 6 AM TO 10 PM. CUSTOMERS MAY ACCESS ONLY DURING THESE HOURS.
2) NO ON-SITE AUCTIONS PERMITTED.
3) NO OUTDOOR STORAGE PERMITTED.
4) NO OVERNIGHT PARKING PERMITTED.
5) NO BUSINESSES MAY BE CONDUCTED FROM A UNIT.
6) CUSTOMERS MAY NOT STORE OR ABANDON HAZARDOUS MATERIAL IN THE FACILITY.
7) NO STORAGE OF ANIMALS, FOOD OR OTHER PERISHABLE ITEMS MAY BE STORED ON SITE.
8) CUSTOMERS MAY NOT LIVE IN A STORAGE UNIT.
9) NO RESIDENTIAL USE IS APPROVED.
NUMBER REVISIONS DATE
4 MINOR CHANGE " - FIRE HYDRANT 10/08/18
3 REVISED PER VILLAGE OF ESTERO COMMENTS 08/13/18
2 REVISED PER VILLAGE OF ESTERO COMMENTS 08/02/18
1 REVISED PER VILLAGE OF ESTERO COMMENTS 1/23/18
UNIVERSITY STORAGE
TRACT F-3
LEE COUNTY, FLORIDA
SITE PLAN
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772
CAD FILE NAME: 17038B.SP
PROJECT NO: 2017038B
SHEET NO: 5
DESIGNED BY
DRAWN BY BT DATE NOVEMBER/2017
CHECKED BY REB DATE NOVEMBER/2017
VERTICAL SCALE N/A HORIZONTAL SCALE N/A

LOCK-UP STORAGE

9901 ESTERO OAKS DRIVE

APPROVED
DOS2017-00022
Robert Hutcherson, AICP, Development Review Representative
Development Services
11/09/2018

M02 **MINOR CHANGE**

ESTERO OAKS LOCK-UP

DEVELOPMENT ORDER PLANS
MINOR CHANGE #2

LOCATED IN LEE COUNTY

SECTION 22, TOWNSHIP 46 SOUTH, RANGE 25 EAST

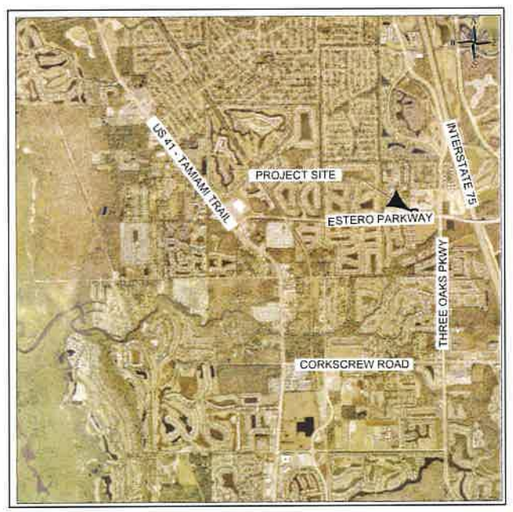
****FINAL INSPECTION REQUIRED****
At the completion of the improvements, please submit a Letter of Substantial Compliance to schedule a Final Inspection.

PROPERTY OWNER/DEVELOPER

BRB DEVELOPMENT, LLC
800 FRONTAGE ROAD
NORTHFIELD, IL 60093

PROPERTY INFORMATION

FOLIO ID - 10568399
STRAP - 22-46-25-14-0000C.0010
ZONING: MPD / Z-14-011



VICINITY MAP
N.T.S.

LOCATION MAP
N.T.S.

INDEX OF SHEETS

1. COVER SHEET AND INDEX OF DRAWINGS
2. AERIAL W / EXISTING CONDITIONS AND PUBLIC TRANSIT MAP
3. GENERAL NOTES SHEET
4. EROSION CONTROL PLAN
5. MASTER SITE PLAN AND SUMMARY TABLES
6. GRADING, PAVING AND DRAINAGE PLAN AND CROSS SECTIONS
7. UTILITY PLAN
8. GRADING, PAVING AND DRAINAGE DETAILS 1
9. GRADING, PAVING AND DRAINAGE DETAILS 2
10. GRADING, PAVING AND DRAINAGE DETAILS 3
11. SEWER DETAILS
12. WATER DETAILS

ATTACHMENTS:
LIGHTING PLAN
LIGHTING PLAN DETAILS
BOUNDARY SURVEY
LANDSCAPE PLANS
ARCHITECTURAL PLANS

J.R. EVANS ENGINEERING
9351 CORKSCREW ROAD, SUITE 102
ESTERO, FLORIDA 33928
PHONE: (239) 405-9148
FAX: (239) 288-2537
WWW.JREVANSENGINEERING.COM

J.R. EVANS ENGINEERING
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PHONE: (239) 405-9148
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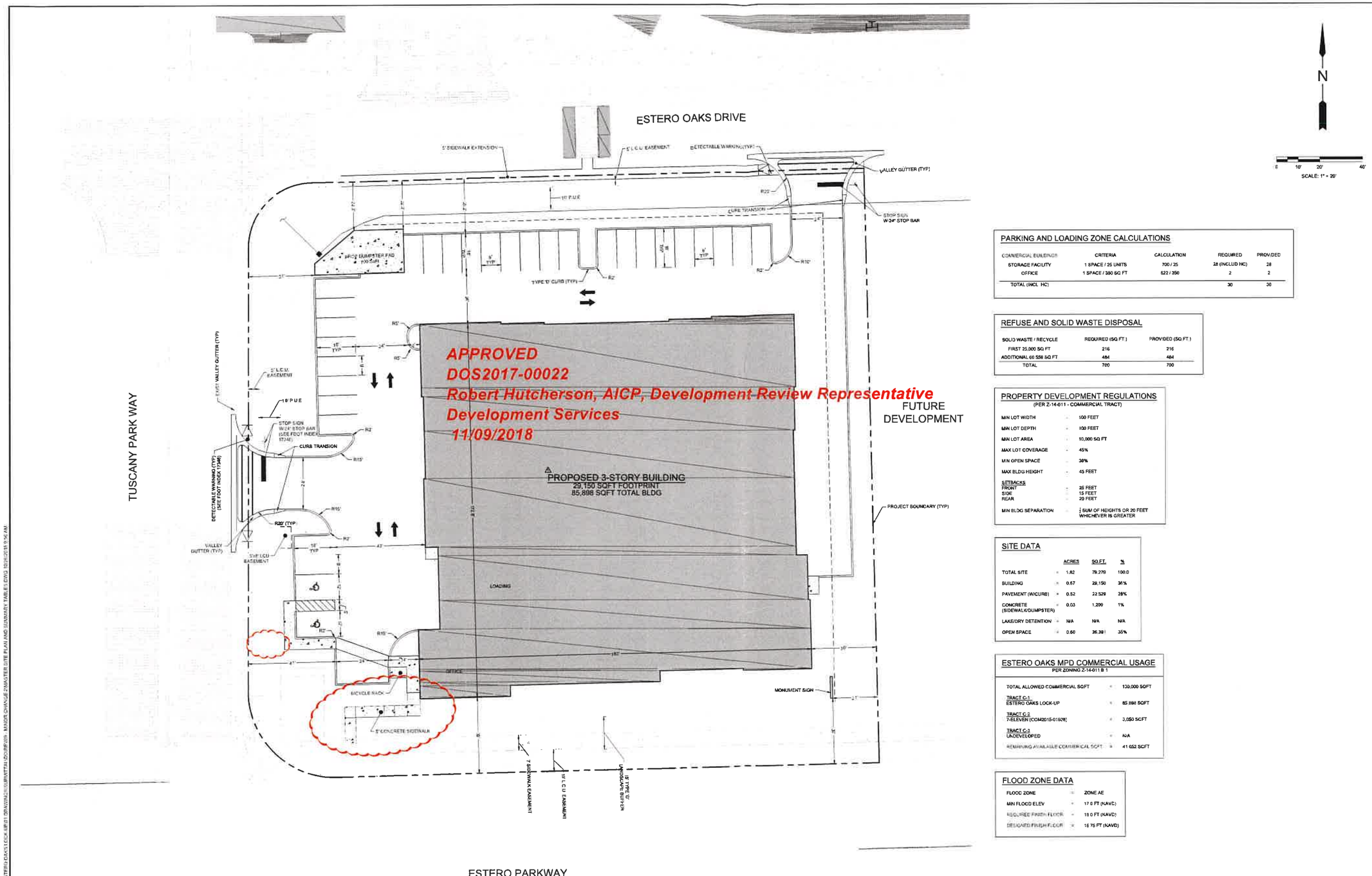
ESTERO OAKS LOCK-UP
DEVELOPMENT ORDER PLANS

#	DATE	REVISIONS

Elizabeth A. Fountain P.E. 60077 State of Florida

ELIZABETH A. FOUNTAIN, P.E.
FL LICENSE NO. 60077
FL COA # 28226

PROJECT #: 16116-01
SHEET: 1



PARKING AND LOADING ZONE CALCULATIONS

COMMERCIAL BUILDINGS	CRITERIA	CALCULATION	REQUIRED	PROVIDED
STORAGE FACILITY	1 SPACE / 25 UNITS	700 / 25	28 (INCLUD HC)	28
OFFICE	1 SPACE / 350 SQ FT	622 / 350	2	2
TOTAL (INCL HC)			30	30

REFUSE AND SOLID WASTE DISPOSAL

SOLID WASTE / RECYCLE	REQUIRED (SQ FT.)	PROVIDED (SQ FT.)
FIRST 25,000 SQ FT	216	216
ADDITIONAL 60 558 SQ FT	484	484
TOTAL	700	700

PROPERTY DEVELOPMENT REGULATIONS
(PER Z-14-011 - COMMERCIAL TRACT)

MIN LOT WIDTH	-	100 FEET
MIN LOT DEPTH	-	100 FEET
MIN LOT AREA	-	10,000 SQ FT
MAX LOT COVERAGE	-	45%
MIN OPEN SPACE	-	30%
MAX BLDG HEIGHT	-	45 FEET
SETBACKS		
FRONT	-	25 FEET
SIDE	-	15 FEET
REAR	-	20 FEET
MIN BLDG SEPARATION	-	½ SUM OF HEIGHTS OR 20 FEET WHICHEVER IS GREATER

SITE DATA

		ACRES	SQ FT	%
TOTAL SITE	=	1.82	79,270	100.0
BUILDING	=	0.67	29,150	36%
PAVEMENT (W/CURB)	=	0.52	22,529	28%
CONCRETE (SIDEWALK/DUMPSTER)	=	0.03	1,299	1%
LAKE/DRY DETENTION	=	N/A	N/A	N/A
OPEN SPACE	=	0.60	26,392	35%

ESTERO OAKS MPD COMMERCIAL USAGE
PER ZONING Z-14-011 B 1

TOTAL ALLOWED COMMERCIAL SQFT	=	130,000 SQFT
TRACT C-1 ESTERO OAKS LOCK-UP	=	85 898 SQFT
TRACT C-2 7-ELEVEN (COM2015-01928)	=	3,050 SCFT
TRACT C-3 UNDEVELOPED	=	N/A
REMAINING AVAILABLE COMMERCIAL SQFT	=	41 052 SCFT

FLOOD ZONE DATA

FLOOD ZONE	=	ZONE AE
MIN FLOOD ELEV	=	17 0 FT (NAVD)
REQUIRED FINISH FLOOR	=	18 0 FT (NAVD)
DESIGNED FINISH FLOOR	=	18 75 FT (NAVD)

DATUM NOTE:

ALL ELEVATIONS REFERENCE NAVD88 VERTICAL DATUM.
APPROXIMATE CONVERSION FOR PROJECT AREA: NAVD88 = NGVD29 + 1.25 FT = NGVD29 - 0.25 FT
LICENSED SURVEYOR SHALL CONFIRM ANY DATUM CONVERSIONS.

J.R. EVANS ENGINEERING
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ESTERO, FLORIDA 33928
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J.R. EVANS ENGINEERING

ESTERO OAKS LOCK-UP

MASTER SITE PLAN AND SUMMARY TABLES

#	DATE	REVISION

ELIZABETH A. FOUNTAIN P.E.
FL LICENSE NO. 60077
FL COA # 26926

PROJECT #: 16116-01
SHEET: 4

ITE PARKING GENERATION MANUAL, 5TH EDITION

LUC 151 – MINI-WAREHOUSE

Land Use: 151 Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (nine study sites) and a Saturday (one study site) in a general urban/suburban setting.

	Percent of Peak Parking Demand	
Hour Beginning	**Weekday**	**Saturday**
12:00–4:00 a.m.	0	–
5:00 a.m.	0	–
6:00 a.m.	0	–
7:00 a.m.	0	–
8:00 a.m.	14	–
9:00 a.m.	71	–
10:00 a.m.	50	–
11:00 a.m.	79	–
12:00 p.m.	57	–
1:00 p.m.	64	91
2:00 p.m.	64	27
3:00 p.m.	79	55
4:00 p.m.	71	100
5:00 p.m.	100	91
6:00 p.m.	14	27
7:00 p.m.	0	0
8:00 p.m.	0	–
9:00 p.m.	0	–
10:00 p.m.	0	–
11:00 p.m.	0	–

Additional Data

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Massachusetts, Minnesota, and Texas.

Source Numbers

37, 314, 415, 556, 562

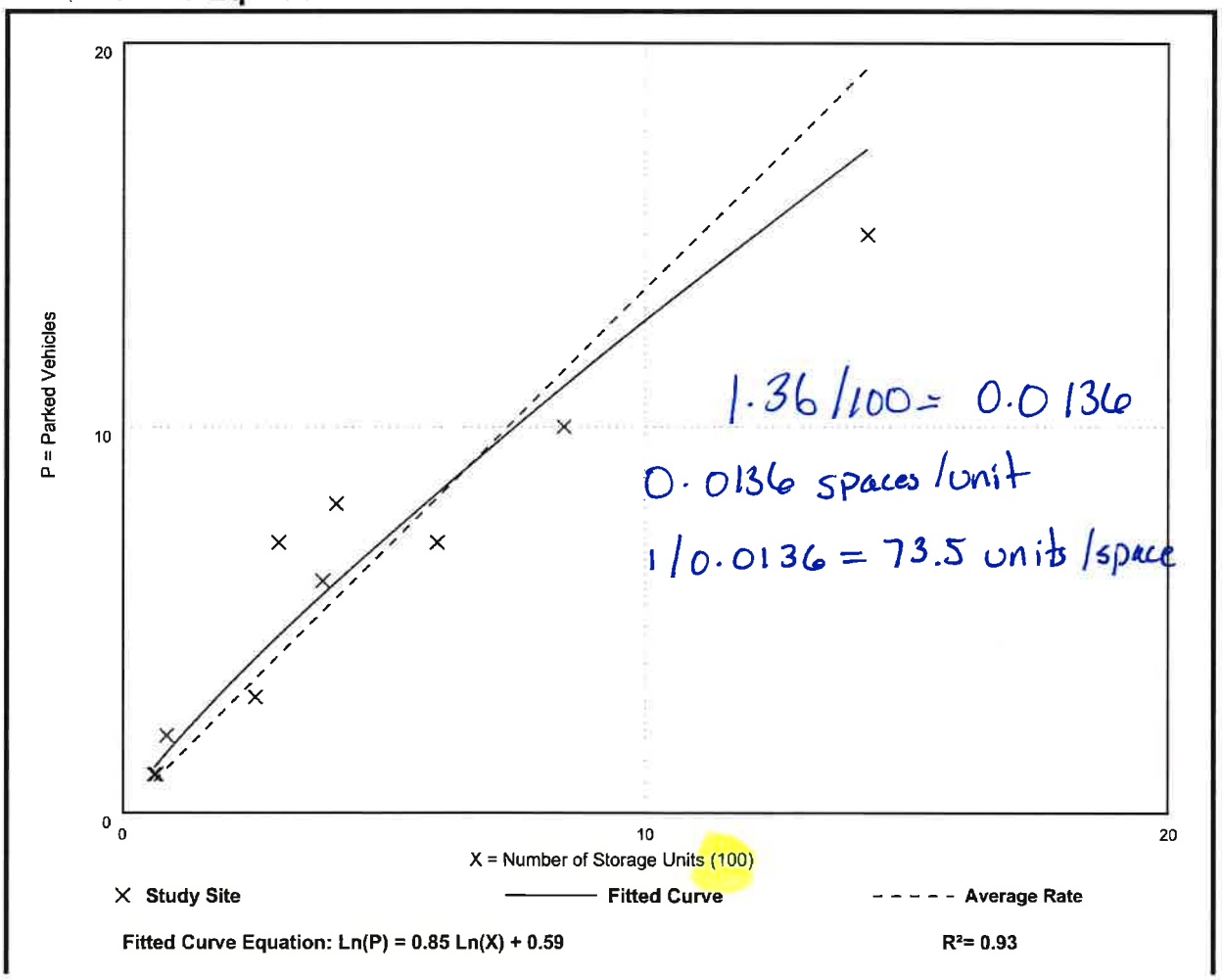
Mini-Warehouse
(151)

Peak Period Parking Demand vs: Storage Units (100)
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 4:00 - 6:00 p.m.
Number of Studies: 10
Avg. Num. of Storage Units (100): 4.4

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.36	1.05 - 2.38	1.18 / 2.35	***	0.43 (32%)

Data Plot and Equation



Mini-Warehouse
(151)

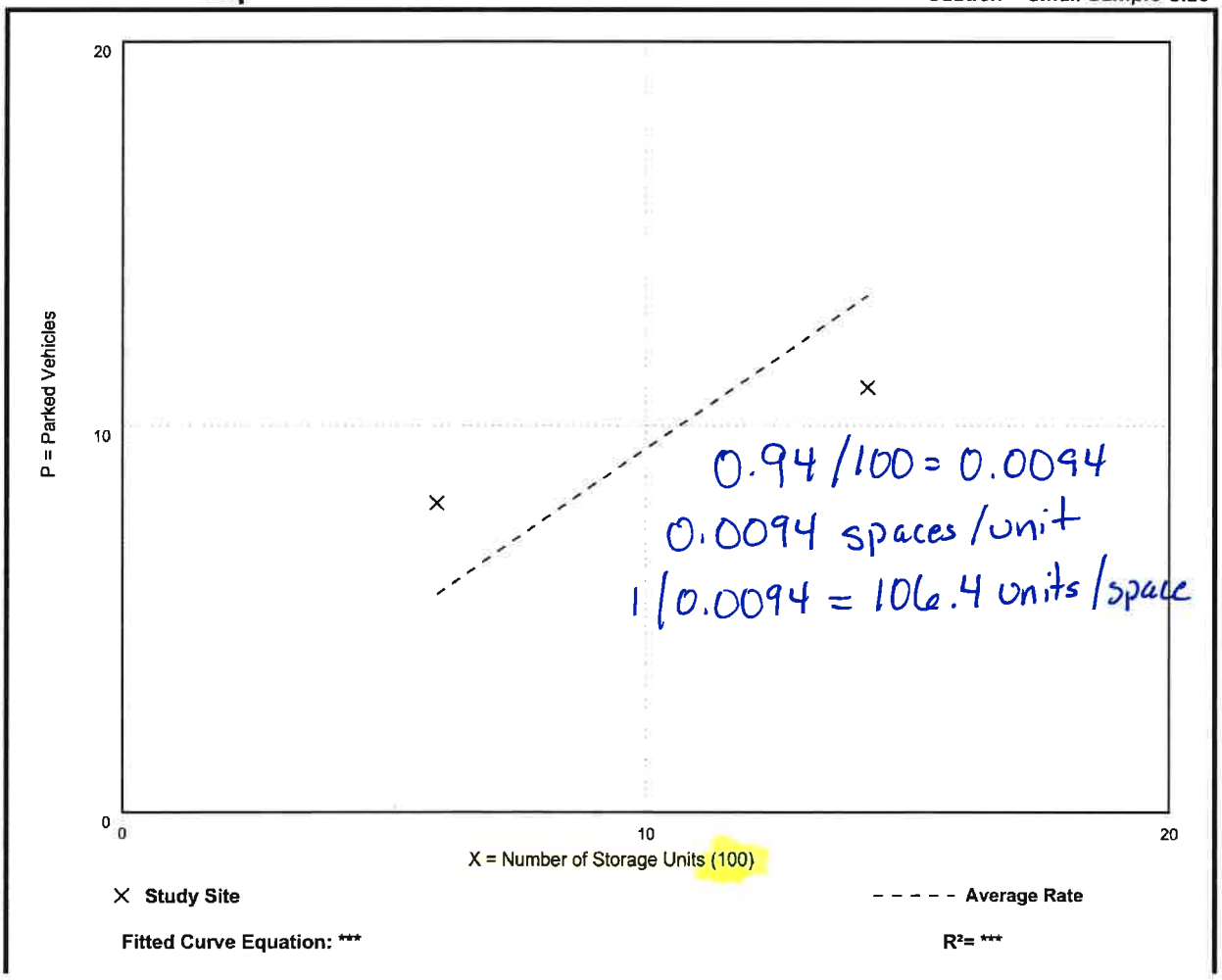
Peak Period Parking Demand vs: Storage Units (100)
On a: Saturday
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 1:00 - 5:00 p.m.
Number of Studies: 2
Avg. Num. of Storage Units (100): 10

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.94	0.77 - 1.33	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



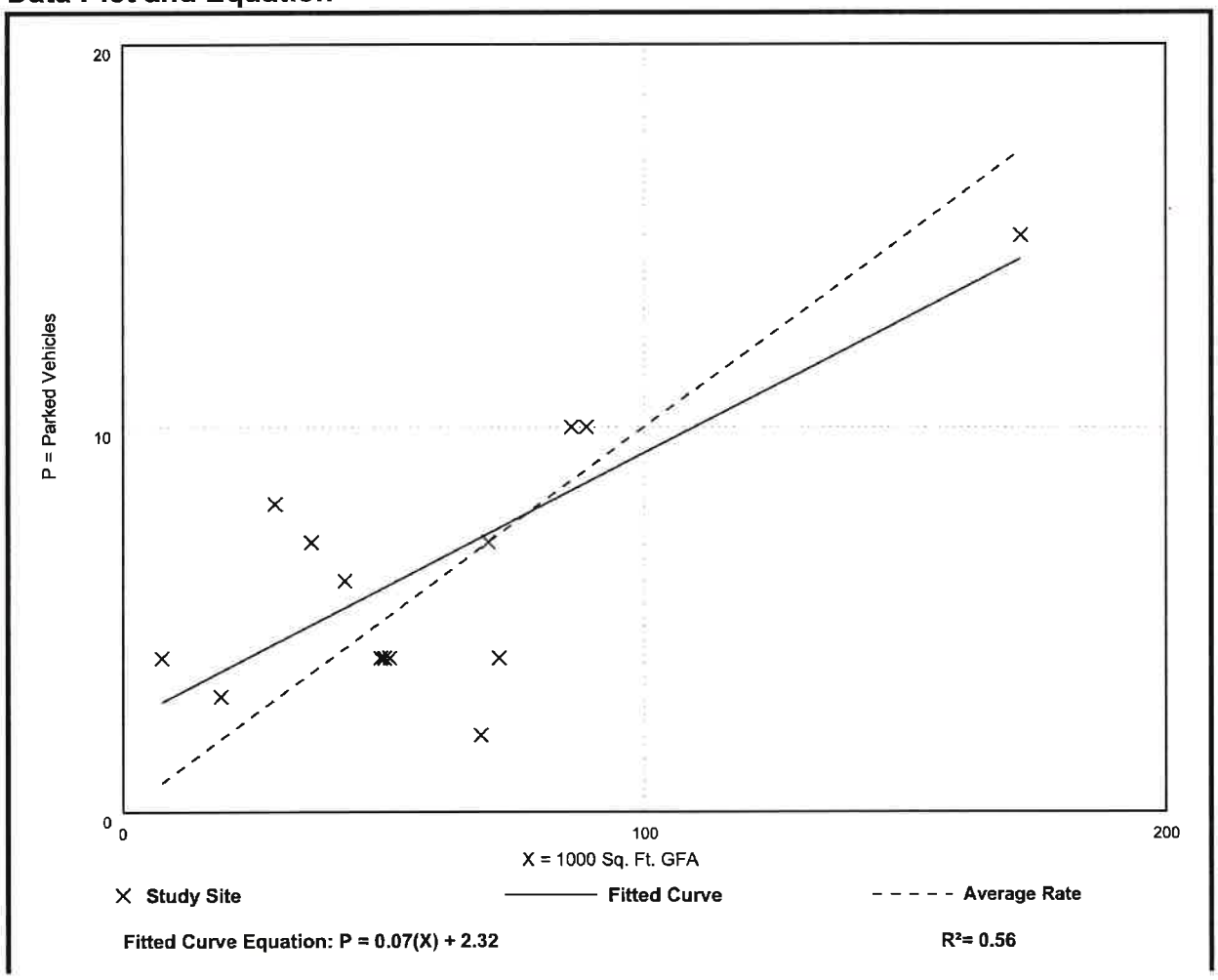
Mini-Warehouse
(151)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 4:00 - 6:00 p.m.
Number of Studies: 14
Avg. 1000 Sq. Ft. GFA: 60

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.10	0.03 - 0.53	0.08 / 0.25	***	0.07 (70%)

Data Plot and Equation



Mini-Warehouse
(151)

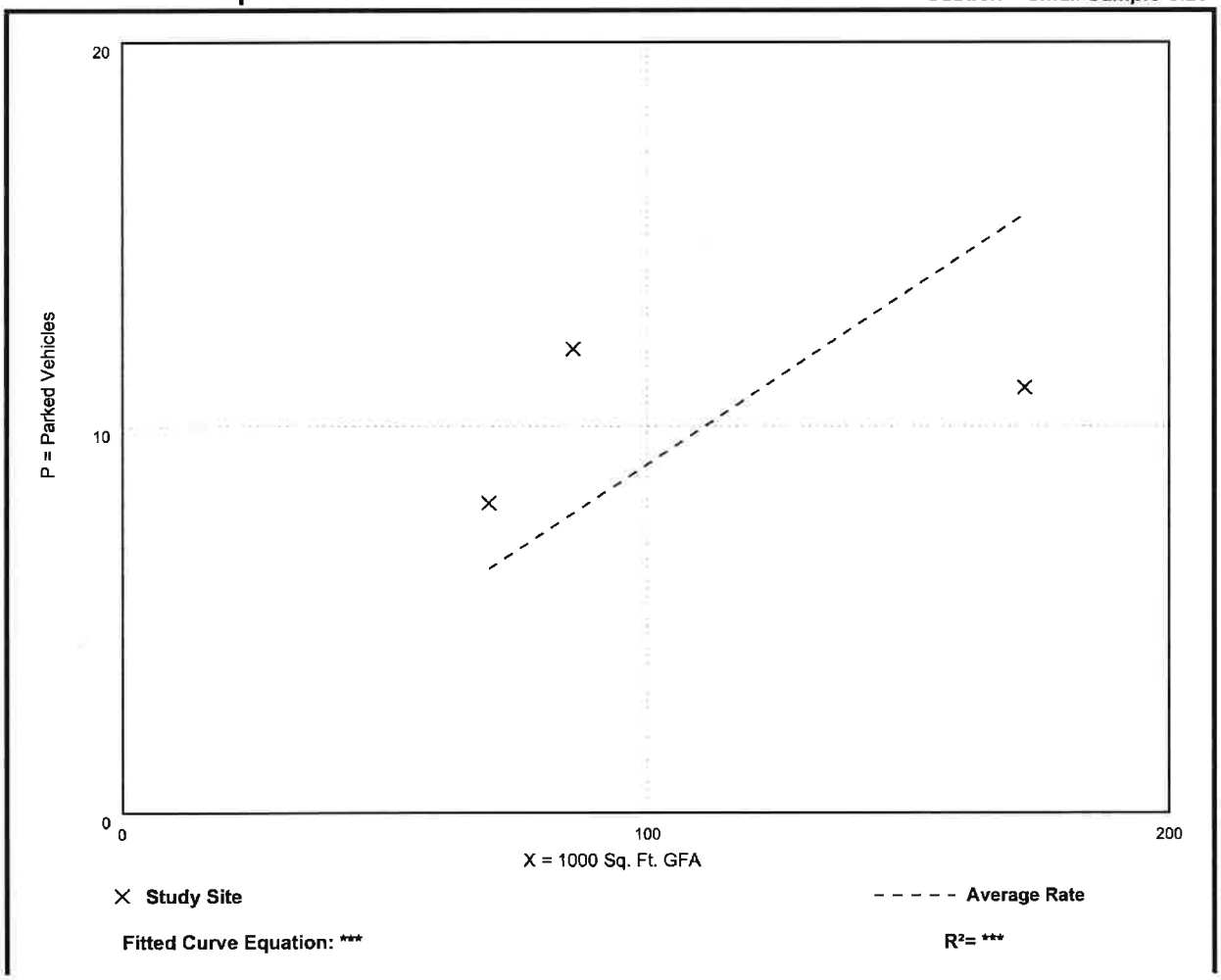
Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
On a: Saturday
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 1:00 - 5:00 p.m.
Number of Studies: 3
Avg. 1000 Sq. Ft. GFA: 109

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.09	0.06 - 0.14	0.08 / 0.14	***	0.04 (44%)

Data Plot and Equation

Caution – Small Sample Size



PARKING DATA RAW DATA SHEETS

PUBLIC STORAGE
11995 SR 82

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/10/2022 11:25 am

Weather: [Tropical Storm Nicole] heavy rain

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/10/2022 2:15

Weather: [Proposal from Nicole] no rain

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/10/2022 4:00pm

Weather: light rain

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/12/2022 10:40 am

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes: Trailer took 2-3 parking, but just two vehicles

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/02/2022 1:15pm

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/12/2022 3:45 pm

Weather: Cloudy

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/12/2022 6:00 pm

Weather: Dark

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/13/2022 10:20am

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 3

Notes: One U haul occupied 3 spot but is Parked

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/13/2022 1:05 pm

Weather: Cloudy Possible rain

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/13/22 3:00pm

Weather: sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/13/22 5:05 pm

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/~~19~~ 14/22 10:40AM

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/14/22 1:30pm

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/14/22 5:30 pm

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/15/22 10:50

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/15/22 12:29

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/15/22 3:26

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/14/22 9:30 am

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/16/21 ~~4:35~~ 4:35

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/17/22 11:00

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/17/22 4pm

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/19/22 11:50

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/19/22 2:45pm

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/19/22 5:10pm

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/20/22 10:25

Weather: Cloudy

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/20/22 12:45pm

Weather: Cloudy

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/28/22 10:35

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/28/22 12:35pm

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/28/23 1:55pm

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/28/22 4:30pm

Weather: Cloudy

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/28/22 5:40 pm

Weather: dusk

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/29/22 10:45am

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/29/22 4:00pm

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/30/22 10:05am

Weather: Sunny

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 11/30/22 3:35pm

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 12/01/23 10:55am

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
11995 FL-82

Date & Time: 12/01/22 3:05pm

Weather:

Number of Marked Spaces 17

Vehicles Parked in Marked Spaces 5

Notes:

PUBLIC STORAGE
10688 COLONIAL BLVD.

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11:15am 11/10/2022

Weather: Stormy, rain Tropical storm nicole

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 7

Notes: One Vehicle is a uhaul

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/10/2022 2:20pm

Weather: Tropical Storm Nicole no rain

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces ~~3~~ 4

Notes: one vehicle is a uhaul

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/10/22 4:15 pm

Weather: no rain

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/12/2022 10:45 am

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/12/2022 1:10pm

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/12/22 3:35pm

Weather: Cloudy

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/12/22 6:20 pm

Weather: aight

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

* I had to stop + get gas

Date & Time: 11/13/22 10:51

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/13/22 1:10pm

Weather: Light Rain

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/13/22 3:00 pm

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/13/22 5:06 pm

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/14/22 10:45pm

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 3

Notes:

14

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/14/22 1:40

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/14/22 5:20 pm

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/15/22 11:00

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/15/22 12:22

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 7

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/15/22 3:22

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/16/22 9:35am

Weather: sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

* Traffic Jam

Date & Time: 11/16/22 4:29 pm

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/17/22 11:05am

Weather: Sunny

24
5

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/17/22 3:55pm

Weather:

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/19/22 ~~[illegible]~~ 11:42am

Weather:

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces ~~[illegible]~~ 6

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/19/22 5:00pm

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 10:35am 11/20/22

Weather: Cloudy

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/20/22 12:40 pm

Weather: Cloudy

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/28/22 10:40 am

Weather: Cloudy

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/28/22 12:30

Weather:

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/28/22 2:00pm

Weather:

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/28/22 4:20pm

Weather: Cloudy

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/28/22 5:35

Weather: Cloudy (dusk)

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/~~28~~ 29/22 10:55Am

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/29/22 3:50 pm

Weather: Sunny

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 10:07 am 11/30/22

Weather:

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 11/30/20 3:45

Weather:

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 12/01/22 11:00am

Weather:

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
10688 Colonial Blvd.

Date & Time: 12/01/22 3:00pm

Weather:

Number of Marked Spaces 24

Vehicles Parked in Marked Spaces 3

Notes:

EXTRA SPACE STORAGE

2399 CHAMPION RING ROAD

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: ~~0~~ 11/10/2022 11:10

Weather: Stormy, rain [Tropical storm Nicole

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 6

Notes: one vehicle is a uhaul park in parking spot (is counted)

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/10/2022 2:00pm

Weather: [Tropical Storm Nicole] no rain

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/10/2022 4:20pm

Weather: light rain

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 3

Notes: one u-haul in parking ~~spots~~ spot

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/12/2022 10:30 am

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 8

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/12/2022 1:25 pm

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/12/22 3:25pm

Weather: Cloudy

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/12/22 6:20

Weather: night

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/13/2022 ~~2399 Champion Ring~~ 10:00 am

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 0

Notes: Closed on Sunday

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/13/22 1:00pm

Weather: cloudy, possible rain

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/13/22 2:50 pm

Weather: sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/13/22 5:10pm

Weather: sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 0

Notes: closed

PARKING SUPPLY
EXTRA SPACE STORAGE

2399 Champion Ring Road

Date & Time: 11/14/22 10:30pm

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE

2399 Champion Ring Road

Date & Time: 11/14/22 1:25pm

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/14/22 6:00pm

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/15/22 10:40am

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/15/22 12:15p

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 3:15 pm 11/15/22

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/16/22 9:20am

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/16/22 4:45pm

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/17/22 10:50am

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY

~~**PUBLIC STORAGE**~~ Extra Space

~~10688 Colonial Blvd.~~ 2399 Champion Ring Rd.

Date & Time: 11/17/22 2:50pm ~~[illegible]~~ pm

Weather: Sunny

Number of Marked Spaces ~~24~~ 12

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/17/22 4:10 pm

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/19/20 11:55am

Weather:

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/19/22 2:40 pm

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: ~~Sa~~ 11/19/22 5:15pm

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/20/22 10:15

Weather: ~~Cole~~ Cloudy

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/20/22 12:50 pm

Weather: light rain

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/28/22 10:20

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/28/21 12:40pm

Weather: Cloudy

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/28/22 ~~2:30pm~~ 1:50pm

Weather:

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/28/22 4:35pm

Weather: Cloudy

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/28/22 5:50pm

Weather: dusk

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: ~~11/28/22~~ 11/29/22 10:40 am

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/28/22 4:05 pm

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/30/22 9:55am

Weather: Sunny

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 11/30/22 3:30pm

Weather:

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 12/01/22 10:50am

Weather:

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
EXTRA SPACE STORAGE
2399 Champion Ring Road

Date & Time: 12/01/22 13:00pm

Weather:

Number of Marked Spaces 12

Vehicles Parked in Marked Spaces 2

Notes:

PUBLIC STORAGE

20091 TIBURON WAY

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 12pm 11/10/2022

Weather: [Tropical Storm Nicole] rain

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 2

Notes: one should counted a vehicle parked in park spot

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/10/2022 1:30pm

Weather: [Tropical Storm Nicole] light rain

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 4

Notes: one uhaul in parking spot

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/10/2022 3:25pm

Weather: light rain

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 6

Notes: one u-haul in parking spot

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/12/2022 11:15

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/22/22 12:35pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/17/22 4:25pm

Weather: Cloudy

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/12/22 5:30 pm

Weather: cloudy

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/13/22 11:20 am

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/13/22 12:35pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/13/22 3:30 pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 7

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/13/22 4:30 pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/14/22 11:20 am

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/14/22 2:00pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/14/22 4:45pm

Weather: sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/15/22 11:20am

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/15/22 1:00

Weather:

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/15/22 3:30pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/16/22 2:45pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 4

Notes:
for me:
@ 10:20pm - 3 cars

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/17/~~25~~ 2022 11:30

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/17/22 3:20pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/19/22 10:55am

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/19/22 3:20 pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/19/22 4:30pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/20/22 11:am

Weather: Cloudy

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/20/22 12:10pm

Weather: Cloudy

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/28/22 ~~10:50 am~~ 11:00

Weather: Cloudy

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces ~~5~~ 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/28/22 12:00pm

Weather: cloudy

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/28/22 2:20pm

Weather: Cloudy

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/28/22 4:00pm

Weather: Cloudy

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/28/22 5:15pm

Weather: Cloudy

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/29/22 10:10am

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 7

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/29/22 3:20 pm

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/30/22 10:37

Weather: Sunny

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 11/30/22 4:15

Weather:

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 12/01/22 12:05pm

Weather:

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces ~~24~~ 4

Notes:

PARKING SUPPLY
PUBLIC STORAGE
20091 TIBURON WAY

Date & Time: 12/01/22 2:30 pm

Weather:

Number of Marked Spaces 30

Vehicles Parked in Marked Spaces 3

Notes:

LOCK-UP STORAGE

9901 ESTERO OAKS DRIVE

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/10/2022 11:50 am

Weather: [Tropical Storm Nicole] rain

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 8

Notes: One vehicle is onwd in parking spot

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/10/2022 ~1:50

Weather: [Tropical Storm mode] [light rain]

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 6

Notes: one vechile is about in Parking Spot

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/10/2022 3:17pm

Weather: rain

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 6

Notes: one vehicle is uhaul in parking spot

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/12/22 11:10 am

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/12/2022 12:40 pm

Weather: Sunny

Number of Marked Spaces	33
Vehicles Parked in Marked Spaces	6

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/12/22 4:20 pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/12/22 5:35pm

Weather: Cloudy

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/13/22 11:15am

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/13/22 12:30pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/13/22 3:20 pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 0

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/13/22 4:35pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/14/22 11:15am

Weather: sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 5

Notes: one U-haul parked

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/14/22 1:55pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 5

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/14/20 4:30pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 7

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/15/22 11:15am

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 9

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/15/22 1:00

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/15/22 3:20pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/16 10:15

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/16/22 2:50pm

Weather: Rainy

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 4

Notes: @ 10:15am - 2

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/17/22 11:25am

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 7

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/17/22 3:15pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/19/22 10:50 am

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/19/~~20~~22 3:10pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/19/22 4:35

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 2

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/20/22 10:50 am

Weather: Cloudy

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/20/22 12:15pm

Weather: Cloudy

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 1

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/28/22 12:10pm

Weather: Cloudy

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/28/22 10:50am

Weather: Cloudy

33

5

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/28/22 2:30pm

Weather: Cloudy

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 8

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/28/22 3:50 pm

Weather: cloudy

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 6

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 1/28/22 5:05pm

Weather: Cloudy

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/29/22 10:20AM

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 8

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/29/22 3:30pm

Weather: Sunny

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 4

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/30/22 10:30 am

Weather:

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 11/30/22 4:10

Weather:

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 3

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 12/01/22 12:pm

Weather:

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 8

Notes:

PARKING SUPPLY
THE LOCK-UP SELF STORAGE
9901 ESTERO OAKS DRIVE

Date & Time: 12/01/22 2:40pm

Weather:

Number of Marked Spaces 33

Vehicles Parked in Marked Spaces 6

Notes:

STATE OF FL DOT
PO BOX 1249
BARTOW FL 33831

PREMIUM 200 TREELINE AVENUE LL
777 BRICKELL AVE STE 640
MIAMI FL 33131

ARBORWOOD CDD
SPECIAL DISTRICT SERVICES INC
2501A BURNS RD
PALM BEACH GARDENS FL 33410

ARBORWOOD CDD
SPECIAL DISTRICT SERVICES INC
2501A BURNS RD
PALM BEACH GARDENS FL 33410

D + K INVESTMENT HOLDINGS LLC
18870 SERENOA CT
ALVA FL 33920

FMFL HOTEL PARTNERS LLC
4045 E SUNSHINE ST #200
SPRINGFIELD MO 65809

FIFTH THIRD BANK
MD 10ATA1 CORP FAC
38 FOUNTAIN SQUARE PLZ
CINCINNATI OH 45263

DP-TA ASSOCIATES LTD
703 WATERFORD WAY STE 800
MIAMI FL 33126

WACHOVIA BANK NA
THOMSON REUTERS
PO BOX 2609
CARLSBAD CA 92018

ARBORWOOD SELF STORAGE LLC
5150 TAMIAMI TRAIL N #204
NAPLES FL 34103

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

ARBORWOOD VILLAGE COMMERCIAL
703 WATERFORD WAY STE 800
MIAMI FL 33126

ARBORWOOD VILLAGE COMMERCIAL
703 WATERFORD WAY STE 800
MIAMI FL 33126

ARBORWOOD VILLAGE COMMERCIAL
703 WATERFORD WAY STE 800
MIAMI FL 33126

RACETRAC INC
PROPERTY TAX DEPT
200 GALLERIA PKWY SE STE 900
ATLANTA GA 30339

WFCW PROPCO GOLDENWOOD LLC
2655 LE JEUNE RD STE 910
CORAL GABLES FL 33134

BJ HOLDINGS OF FORT MYERS LLC
4245 FOWLER ST
FORT MYERS FL 33901

First American **Commitment**	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company** File No: 1062-5951413

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By
First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Siegfried Rivera

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company**
Schedule A	File No: 1062-5951413

Transaction Identification Data for reference only:

Issuing Agent: Siegfried Rivera
ALTA Universal ID:
Commitment Number:
Property Address: 13600 GOLDENWOOD DRIVE, FORT MYERS, FL 33913

Issuing Office:
Loan ID Number:
Issuing Office File Number: 2220101
Revision Number:

SCHEDULE A

1. Commitment Date: March 22, 2022 @ 8:00 AM
2. Policy to be issued:
   (a) [X] 2006 ALTA® Owner's Policy
   Proposed Insured: Ottley Properties, LLC, a Delaware limited liability company
   Proposed Policy Amount: $5,000,000.00
   (b) [ ] 2006 ALTA® Loan Policy
   Proposed Insured:
   Proposed Policy Amount: $
   (c) [ ] 2006 ALTA® Loan Policy
   Proposed Insured:
   Proposed Policy Amount: $
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
   DP-TA Associates, LTD., a Florida limited partnership
5. The Land is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

Siegfried Rivera

By: _____
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American **Schedule BI**	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company** File No: 1062-5951413

Issuing Office File Number: 2220101

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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a. Warranty Deed conveying the land from DP-TA Associates, LTD., a Florida limited partnership to Ottley Properties, LLC, a Delaware limited liability company. In connection with said deed, we will further require:

i) Production of a copy of the partnership agreement, with an affidavit affixed thereto that it is a true copy of the partnership agreement and all amendments thereto, and that the partnership has not been dissolved;

ii) That said deed be executed by all of the general partners unless said partnership agreement shows no limitation on the authority of one partner to execute a conveyance;

iii) Should any partner be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;

iv) The Partnership must have been formed prior to, the date the Limited Partnership acquired title to the land;

v) Current Certificate from the Secretary of State of the state of origin that said partnership is active and current;

vi) Satisfactory evidence of compliance with all requirements regarding conveying and/or mortgaging partnership property contained in the Partnership Agreement;

vii) If any partners are deceased, the Warranty Deed should be from the parties who inherited or succeeded to the interest of the deceased partner, and/or the personal representative, as their interest(s) are determined by the Company, and from the partnership, together with evidence of the written consent to the proposed transfer from the other partners;

viii) If the partnership is dissolved, record an affidavit from the general partner signing the deed stating that the partner has not been denied authority to wind up the affairs of the partnership, and that the
executing partner is not a debtor in a bankruptcy proceeding, and that the purpose of the conveyance is to wind up the partnership affairs;

ix) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

5. Proof of payment of any and all Arborwood Village Commercial Property Association, Inc. liens and/or assessments against the land described in Schedule A (including, but not limited to, any special assessments or payments due to others such as master associations).

6. Satisfactory evidence must be furnished as to the proper organization of Ottley Properties, LLC, a Delaware limited liability company, prior to closing this transaction, together with proof as to the current status of said limited liability company in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.

7. An Affidavit, including the legal description of the property, in form acceptable to First American Title Insurance Company and executed by or on behalf of the current record owner(s) of the subject property stating:
(a) that there are no parties in possession of the subject property other than said current record owner(s);
(b) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and

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(c) there are no unrecorded assessments which are due and payable and all sewer and water bills are paid through the date of this Affidavit; and
(d) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to First American Title Insurance, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

8. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

9. Survey prepared by a registered land surveyor dated no more than 90 days prior to the closing date of subject transaction and certified to the proposed insured(s), First American Title Insurance Company, and all other parties in interest, meeting the minimum standards for ALTA/NSPS surveys. The Company reserves the right to make such additional requirements and to modify the legal description as it may deem necessary.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2021 taxes show **Paid**. The gross amount is $20,791.01 for Tax Identification No. 23-45-25-06-00000.0010.

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First American **Schedule BII**	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company** File No: 1062-5951413

Issuing Office File Number: 2220101

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of ARBORWOOD VILLAGE, as recorded under instrument 2007000019462, affected by Affidavit recorded under instrument 2007000278224, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Cost Sharing Agreement Between J & E Liebert, LLP, and The Arborwood Community Development District recorded December 17, 2004, in Official Records Book 4531, Page 2398, under Instrument No. 6571074.

11. Grant of Temporary Drainage Easement granted to Arborwood Village Commercial Property Association, Inc., recorded November 14, 2006, under Instrument No. 2006000429090.

12. Declaration of Conditions, Easements and Restrictions of Arborwood Village, which contains provisions for a private charge or assessments, executed by DP-TA Associates, Ltd., recorded January 18, 2007, under Instrument No. 2007000019463, as amended by First Amendment To Declaration of Conditions, Easements and Restrictions of Arborwood Village recorded January 8, 2009, under Instrument No. 2009000005009.

13. Declaration of Arborwood Village, executed by DP-TA Associates, Ltd., recorded February 27, 2007, under Instrument No. 2007000064679

14. Declaration of Restrictions between DP-TA Associates, Ltd., and Wachovia Bank, recorded March 1, 2007, under Instrument No. 2007000068296.

15. Declaration and Grant of Easement, executed by DP-TA Associates, Ltd., recorded April 6, 2007, under Instrument No. 2007000113167.

16. Declaration of Restrictions between DP-TA Associates, Ltd., and Fifth Third Bank, recorded April 6, 2007, under Instrument No. 2007000113170.

17. Post Closing Agreement between DP-TA Associates, Ltd., and Fifth Third Bank, recorded April 6, 2007, under Instrument No. 2007000113171.

18. Perpetual Stormwater Drainage Easement granted to Lee County, a political subdivision of the State of Florida, recorded June 28, 2007, under Instrument No. 2007000206131.

19. Grant of Perpetual Public Utility Easement in favor of Lee County, recorded November 19, 2007, under Instrument No. 2007000345011.

20. Declaration of Restrictions recorded September 24, 2009, under Instrument No. 2009000260123.

21. Drainage Easement Agreement recorded September 24, 2009, under Instrument No. 2009000260124.

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22. South Florida Water Management District Notice of Environmental Resource or Surface Water Management Permit recorded February 10, 2012, under Instrument No. 2012000030588.

23. Easement agreement recorded October 7, 2019 under Instrument 2019000231476.

24. Riparian and/or littoral rights are not insured.

25. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

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First American **Schedule BII (Cont.)**	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company** File No: 1062-5951413

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

Searched by: Eduar Cano/Sr. Commercial Examiner - 954-233-5607 - edcano@firstam.com

Note: All of the recording information contained herein refers to the Public Records of LEE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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First American Exhibit A	ISSUED BY **First American Title Insurance Company** File No: 1062-5951413

Issuing Office File Number: 2220101

The land referred to herein below is situated in the County of LEE, State of Florida, and described as follows:

Lot 1, ARBORWOOD VILLAGE, according to the Plat thereof as recorded as Instrument Number 2007000019462 and as modified by Affidavit filed under Instrument Number 2007000278224 of the Public Records of Lee County, Florida.

LESS AND EXCEPT

A parcel of land located in a portion of Lot 1, ARBORWOOD VILLAGE, according to the Plat thereof as recorded as Instrument Number 2007000019462 and as modified by Affidavit filed under Instrument Number 2007000278224 of the Public Records of Lee County, Florida, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 1, ARBORWOOD VILLAGE, according to the Plat thereof as recorded as Instrument Number 2007000019462 of the Public Records of Lee County, Florida, the same being the beginning of a non-tangential circular curve; thence along the following four courses along the boundary of said Lot 1;
1) Thence along said curve to the left, having a radius of 198.08 feet, at a bearing of S 15°29'13" W therefrom, through a central angle of 02°57'18" and being subtended by a chord of 10.21 feet at a bearing of N 75°59'26" W, for an arc length of 10.22 feet; 2) thence run N 77°10'03" W for a distance of 263.86 feet; 3) thence run N 66°55'51" W for a distance of 32.27 feet; 4) thence run N 01°01'45" W for a distance of 344.23 feet; thence leaving the boundary of said Lot 1 run N 88°58'15" E for a distance of 286.35 feet; thence run S 01°01'45" E for a distance of 244.13 feet, to the beginning of a tangential circular curve; thence along said curve to the left, having a radius of 120.00 feet, through a central angle of 39°08'25" and being subtended by a chord of 80.39 feet at a bearing of S 20°35'57" E, for an arc length of 81.98 feet; thence run S 40°10'10" E for a distance of 23.16 feet, to the beginning of a tangential circular curve the same being a point on the boundary of said Lot 1, as modified by Affidavit filed and recorded under Instrument Number 2007000278224 of the Public Records of Lee County, Florida; thence run the remaining courses along the boundary of said modified Lot 1; thence along said curve to the right, having a radius of 30.00 feet through a central angle of 80°59'56" and being subtended by a chord of 38.97 feet at a bearing of S 00°19'48" W, for an arc length of 42.41 feet, to a point of reverse curvature; thence along said curve to the left, having a radius of 208.00 feet, through a central angle of 15°30'34" and being subtended by a chord of 56.13 feet at a bearing of S 33°04'29" W, for an arc length of 56.30 feet to the Point of Beginning.

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DCI2023-00024 Lee County eFile Original Application Dated 06-06-2023
Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000231475, Doc Type D, Pages 30, Recorded 10/7/2019 at 10:20 AM, Deputy Clerk ADOSS ERECORD
Rec Fees: $256.50 Deed Doc: $10,325.00

Prepared by and after recording
Return to:
John Catalano, Esq.
Siegfried Rivera
201 Alhambra Circle Suite 1102
Coral Gables, FL 33134
305-442-3334

SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED** made the 4th day of October 2019, by **DP-TA ASSOCIATES, LTD.,** a Florida limited partnership, whose address is 703 Waterford Way, Suite 800, Miami, Florida 33131-4677 (hereinafter referred to as "**Grantor**"), to **FMFL HOTEL PARTNERS, LLC,** a Missouri limited liability company whose mailing address is 4045 East Sunshine, Suite 200, Springfield, MO 65809, hereinafter referred to as "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations.)

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain real property situate, lying and being in Lee County, Florida described in **Exhibit "A"**, attached hereto and made a part hereof (hereinafter referred to as the "**Property**").

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others. This conveyance is made subject to those matters described in **Exhibit "B"**, attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed and delivered in its name as of the day and year first above written.

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership

By: Newcaster Devcorp, Inc.,
a Florida corporation
Its General Partner

By: _____
Elias Vassilaros
Executive Vice-President

Date: 9/30/19

_____
Print Name: Maria Obregon

_____
Print Name: Rehana Nazir

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing Easement Agreement was acknowledged before me this 30 day of September 2019, by **Elias Vassilaros** as Executive Vice-President of Newcaster Devcorp, Inc., a Florida limited liability company, the general partner of **DP-TA ASSOCIATES, LTD.**, a Florida limited partnership, on behalf of the limited partnership, He is personally known to me or has produced a driver's license # N/A as identification.

REHANA NAZIR
MY COMMISSION # FF 973349
EXPIRES: May 10, 2020
Bonded Thru Notary Public Underwriters

_____
Notary Public, State of Florida
Print Name: Rehana Nazir
Serial No. (if any)_____

My Commission Expires:

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

Exhibit "A"
Legal Description

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 AND AS MODIFIED BY AFFIDAVIT FILED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG THE FOLLOWING FOUR COURSES ALONG THE BOUNDARY OF SAID LOT 1;
1) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 198.08 FEET, AT A BEARING OF S15°29'13"W THEREFROM, THROUGH A CENTRAL ANGLE OF 02°57'18" AND BEING SUBTENDED BY A CHORD OF 10.21 FEET AT A BEARING OF N75°59'26"W, FOR AN ARC LENGTH OF 10.22 FEET; 2) THENCE RUN N77°10'03"W FOR A DISTANCE OF 263.86 FEET; 3) THENCE RUN N66°55'51"W FOR A DISTANCE OF 32.27 FEET; 4) THENCE RUN N01°01'45"W FOR A DISTANCE OF 344.23 FEET; THENCE LEAVING THE BOUNDARY OF SAID LOT 1 RUN N88°58'15"E FOR A DISTANCE OF 286.35 FEET; THENCE RUN S01°01'45"E FOR A DISTANCE OF 244.13 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 39°08'25" AND BEING SUBTENDED BY A CHORD OF 80.39 FEET AT A BEARING OF S20°35'57"E, FOR AN ARC LENGTH OF 81.98 FEET; THENCE RUN S40°10'10"E FOR A DISTANCE OF 23.16 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE THE SAME BEING A POINT ON THE BOUNDARY OF SAID LOT 1, AS MODIFIED BY AFFIDAVIT FILED AND RECORDED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE REMAINING COURSES ALONG THE BOUNDARY OF SAID MODIFIED LOT 1: THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 80°59'56" AND BEING SUBTENDED BY A CHORD OF 38.97 FEET AT A BEARING OF S00°19'48"W, FOR AN ARC LENGTH OF 42.41 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 208.00 FEET, THROUGH A CENTRAL ANGLE OF 15°30'34" AND BEING SUBTENDED BY A CHORD OF 56.13 FEET AT A BEARING OF S33°04'29"W, FOR AN ARC LENGTH OF 56.30 FEET TO THE POINT OF BEGINNING, CONTAINING 114,417.73 SQUARE FEET OR 2.6 ACRES, MORE OR LESS.

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Schedule "B"
Permitted Exceptions

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Lee County Ordinances 86-14 and 86-38 providing for mandatory solid waste collection and the imposition of special assessments for said collection services. The special assessments for the current tax year are payable with the ad valorem taxes.

2. Lee County Ordinance No. 86-14 recorded in Official Records Book 2189, Page 3281 and Lee County Ordinance NO. 86-38 recorded in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida.

3. Cost Sharing Agreement Between J & E Liebert, LLP, and The Arborwood Community Development District recorded December 17, 2004, in Official Records Book 4531, Page 2398, under Instrument No. 6571074, of the Public Records of Lee County, Florida.

4. Arborwood Community Development District Notice of Imposition of Special Assessments recorded in Official Records Book 4652, Page 466, of the Public Records of Lee County, Florida.

5. Covenants, conditions, provisions, reservations, dedications and easements as shown on the Plat of ARBORWOOD VILLAGE, recorded January 18, 2007, under Instrument No. 2007000019462, as affected by Affidavit recorded September 7, 2007, under Instrument No. 2007000278224, and Termination of Easement recorded in Instrument No. 2007000300871, of the Public Records of Lee County, Florida.

6. Notice of Development Order recorded in Instrument No. 2007000192027, of the Public Records of Lee County, Florida.

7. Declaration of Conditions, Easements and Restrictions of Arborwood Village, which contains provisions for a private charge or assessments, executed by DP-TA Associates, Ltd., recorded January 18, 2007, under Instrument No. 2007000019463, as amended by First Amendment To Declaration of Conditions, Easements and Restrictions of Arborwood Village recorded January 8, 2009, under Instrument No. 2009000005009, of the Public Records of Lee County, Florida.

8. Declaration of Arborwood Village, executed by DP-TA Associates, Ltd., recorded February 27, 2007, under Instrument No. 2007000064679, of the Public Records of Lee County, Florida.

9. Declaration of Restrictions between DP-TA Associates, Ltd., and Wachovia Bank, recorded March 1, 2007, under Instrument No. 2007000068296, of the Public Records of Lee County, Florida.

10. Declaration and Grant of Easement, executed by DP-TA Associates, Ltd., recorded April 6, 2007, under Instrument No. 2007000113167, of the Public Records of Lee County, Florida.

11. Declaration of Restrictions between DP-TA Associates, Ltd., and Fifth Third Bank, recorded April 6, 2007, under Instrument No. 2007000113170, of the Public Records of Lee County, Florida.

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

12. Post Closing Agreement between DP-TA Associates, Ltd., and Fifth Third Bank, recorded April 6, 2007, under Instrument No. 2007000113171, of the Public Records of Lee County, Florida.

13. Perpetual Stormwater Drainage Easement granted to Lee County, a political subdivision of the State of Florida, recorded June 28, 2007, under Instrument No. 2007000206131, of the Public Records of Lee County, Florida.

14. Grant of Perpetual Public Utility Easement in favor of Lee County, recorded November 19, 2007, under Instrument No. 2007000345011, of the Public Records of Lee County, Florida.

15. Notice of Development Order recorded in Instrument No. 2008000286827, of the Public Records of Lee County, Florida.

16. Declaration of Restrictions recorded September 24, 2009, under Instrument No. 2009000260123, of the Public Records of Lee County, Florida.

18. Drainage Easement Agreement recorded September 24, 2009, under Instrument No. 2009000260124, of the Public Records of Lee County, Florida.

19. Obligation described in that certain Permanent Sign Easement recorded in Instrument No. 2009000260125, of the Public Records of Lee County, Florida.

20. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

21. The survey prepared by Hole Montes, dated July 30, 2019, as Project #19.030, reveals the following:

a. Concrete drive and 6' chain link fence encroaches into 10' Public Utility Easement recorded in Instrument No.2007000019462 and into adjacent property along the Southeasterly boundary.

b. 5' barb wire fence encroaches into adjacent property along the West boundary and at the Northwest corner of insured property.

22. Riparian and/or littoral rights are not insured.

23. The policy does not insure title to any part of the Land lying below the Mean or Ordinary High Water Line of the abutting body of water.

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CERTIFICATE OF GENERAL PARTNER
OF
DP-TA ASSOCIATES, LTD.

The undersigned is the Executive Vice-President of **NEWCASTER DEVCORP, INC.,** a Florida corporation ("**Newcaster**"), the general partner of **DP-TA ASSOCIATES, LTD.,** a Florida limited partnership (the "**Partnership**"), and does hereby certify as follows:

1. The undersigned is a duly authorized to execute and deliver this Certificate on behalf of the Partnership.

2. The Resolution adopted as of July 17, 2019, by the general partner of the Partnership and attached hereto as **Exhibit A** (the "**Resolution**"), is a true and correct copy of such Resolution; the Resolution has not been amended, rescinded or modified in any manner, is in full force and effect as of the date hereof and is not inconsistent with any provision in the Certificate of Limited Partnership (hereinafter defined) or Partnership Agreement (hereinafter defined).

3. That attached hereto and made a part hereof as (a) **Exhibit B-1** is a true and correct copy of the Certificate of Limited Partnership of the Partnership (the "**Certificate of Limited Partnership**"); and (b) **Exhibit B-2** is a true and correct copy of the Articles of Incorporation of Newcaster. The foregoing Articles of Organization and Articles of Incorporation are in full force and effect, and have not been amended, rescinded or modified in any manner as of the date hereof, except as contained in such exhibits.

4. That attached hereto and made a part hereof as (a) **Exhibit C-1** is a true and correct copy of the Certificate of Status for the Partnership evidencing the Partnership's good standing; and (b) **Exhibit C-2** is a true and correct copy of the Certificate of Status evidencing the good standing of Newcaster.

5. No documents, instruments or other steps have been taken or authorized to dissolve the Partnership.

6. The Partnership has never been a debtor in bankruptcy and there is no current bankruptcy involving the Partnership or other insolvency proceeding or similar proceedings for the benefit of creditors pending or threatened against the Partnership.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand for the purposes herein expressed.

Executed effective for all purposes on the 30th day of September 2019.

By: **DP-TA ASSOCIATES, LLC,**
a Florida limited partnership

By: **NEWCASTER DEVCORP, INC.,**
a Florida corporation, its General Partner

By: _____
Elias Vassilaros
Executive Vice President

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

EXHIBIT A

[Attached]

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

RESOLUTION OF THE GENERAL PARTNER
OF
DP-TA ASSOCIATES, LTD.
("Partnership")

BE IT RESOLVED:

THAT the Partnership (as the Seller) be and it is hereby authorized to sell to **FMFL HOTEL PARTNERS, LLC**, a Missouri limited liability company (as the Buyer) the property described on **Exhibit A** attached hereto, on such other terms and conditions and subject to adjustments and prorations as set forth in the Agreement for Purchase and Sale dated November 5, 2018, as amended by that First Amendment dated March 4, 2019, Second Amendment dated April 9, 2019, a Third Amendment dated July 2, 2019, and a Reinstatement Agreement and Fourth Amendment to Agreement for Purchase and Sale dated September 3, 2019 (collectively, the "Agreement"), such Agreement is hereby approved and confirmed;

and

THAT Elias Vassilaros, is the Vice President of Newcaster Devcorp, Inc., a Florida corporation, General Partner of Partnership, is hereby authorized, empowered and directed to execute and deliver to closing agent all such instruments as may be deemed necessary or proper to effect such real estate sale, and in general he is hereby authorized and directed to do any and all acts and necessary to carry out, perform, sign any and all required closing documents, including but not limited to the Special Warranty Deed, Bill of Sale, Assignments, Affidavits, Certificates, Disbursement Instructions, Closing Statements, and or any other documents the closing agent deems required or desirable and in the best interest of Partnership in order to consummate the sale and conveyance of the Property to the Buyer.

GENERAL PARTNER CONSENT

I, Elias Vassilaros, as the Vice President of Newcaster Devcorp, Inc., a Florida corporation, General Partner of Partnership, hereby certify that the above resolutions were duly adopted by the general partner, on September 30, 2019, and that the aforesaid resolutions have not been amended or varied and are in full force and effect.

AND I HAVE SIGNED, effective as of October 2, 2019.

By: _____
ELIAS VASSILAROS
Vice-President of Newcaster Devcorp., Inc., a Florida corporation, General Partner of DP-TA Associates, Ltd., a Florida limited partnership

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

This instrument was sworn to and subscribed before me this 02 day of Oct 2019, by Elias Vassilaros, Vice President of Newcaster Devcorp., Inc., a Florida corporation, General Partner of DP-TA Associates, Ltd., a Florida limited partnership, who (**X**) is/~~are~~ personally known to me or ( ) produced N/A as identification.

REHANA NAZIR
MY COMMISSION # FF 973349
EXPIRES: May 10, 2020
Bonded Thru Notary Public Underwriters

(Notary Seal)

Notary Public, State of Florida

My Comission expires: Rehana Nazir

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 AND AS MODIFIED BY AFFIDAVIT FILED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG THE FOLLOWING FOUR COURSES ALONG THE BOUNDARY OF SAID LOT 1;
1) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 198.08 FEET, AT A BEARING OF S15°29'13"W THEREFROM, THROUGH A CENTRAL ANGLE OF 02°57'18" AND BEING SUBTENDED BY A CHORD OF 10.21 FEET AT A BEARING OF N75°59'26"W, FOR AN ARC LENGTH OF 10.22 FEET; 2) THENCE RUN N77°10'03"W FOR A DISTANCE OF 263.86 FEET; 3) THENCE RUN N66°55'51"W FOR A DISTANCE OF 32.27 FEET; 4) THENCE RUN N01°01'45"W FOR A DISTANCE OF 344.23 FEET; THENCE LEAVING THE BOUNDARY OF SAID LOT 1 RUN N88°58'15"E FOR A DISTANCE OF 286.35 FEET; THENCE RUN S01°01'45"E FOR A DISTANCE OF 244.13 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 39°08'25" AND BEING SUBTENDED BY A CHORD OF 80.39 FEET AT A BEARING OF S20°35'57"E, FOR AN ARC LENGTH OF 81.98 FEET; THENCE RUN S40°10'10"E FOR A DISTANCE OF 23.16 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE THE SAME BEING A POINT ON THE BOUNDARY OF SAID LOT 1, AS MODIFIED BY AFFIDAVIT FILED AND RECORDED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE REMAINING COURSES ALONG THE BOUNDARY OF SAID MODIFIED LOT 1: THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 80°59'56" AND BEING SUBTENDED BY A CHORD OF 38.97 FEET AT A BEARING OF S00°19'48"W, FOR AN ARC LENGTH OF 42.41 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 208.00 FEET, THROUGH A CENTRAL ANGLE OF 15°30'34" AND BEING SUBTENDED BY A CHORD OF 56.13 FEET AT A BEARING OF S33°04'29"W, FOR AN ARC LENGTH OF 56.30 FEET TO THE POINT OF BEGINNING. CONTAINING 114,417.73 SQUARE FEET OR 2.6 ACRES, MORE OR LESS.

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

EXHIBIT B-1

[Attached]

State of Florida

Department of State

I certify the attached is a true and correct copy of the Affidavit and Certificate of Limited Partnership of DP-TA ASSOCIATES, LTD., a Limited Partnership organized under the laws of the state of Florida, filed on August 23, 2004, as shown by the records of this office.

The document number of this limited partnership is A04000001412.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirty-first day of August, 2004

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

CERTIFICATE OF LIMITED PARTNERSHIP
OF
DP-TA ASSOCIATES, LTD.

FILED

2004 AUG 23 A 11:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned General Partner, desiring to form a limited partnership pursuant to Section 620.108 of the Florida Statutes, does hereby certify and swear to the following:

1. The name of the limited partnership is DP-TA ASSOCIATES, LTD.

2. The location of the principal place of business of the limited partnership is 703 Waterford Way, Suite 800, Miami, Florida 33126-4677.

3. The name of the agent for service of process on the limited partnership required to be maintained pursuant to the provisions of Section 620.105 of the Florida Statutes is W. Douglas Pitts, whose address is 703 Waterford Way, Suite 800, Miami, Florida 33126-4677.

4. The name and business address of the general partner is NEWCASTER DEVCORP, INC., a Florida corporation, 703 Waterford Way, Suite 800, Miami, Florida 33126-4677.

5. The mailing address for DP-TA ASSOCIATES, LTD., is 703 Waterford Way, Suite 800, Miami, Florida 33126-4677

6. The latest date upon which the limited partnership is to dissolve is December 31, 2054, unless otherwise agreed in writing by the partners.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed on behalf of the General Partner of DP-TA ASSOCIATES, LTD., this 18th day of August, 2004.

GENERAL PARTNER:

NEWCASTER DEVCORP, INC., a Florida corporation

By: _____
Elias Vassilaros
Executive Vice-President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, personally appeared Elias Vassilaros, known to me to be Executive Vice-President of NEWCASTER DEVCORP, INC., a Florida corporation, the General Partner of DP-TA ASSOCIATES, LTD., in the foregoing instrument, and known to me to be the person who executed the same, and he acknowledged before me that said instrument is his act and deed and that he executed the same for the purposes therein expressed in the capacities stated herein. He is personally known to me and did/did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid this 18th day of August, 2004.

_____
Name:_____
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
VICTOR L STOSIK
COMMISSION NUMBER
DD085573
MY COMMISSION EXPIRES
FEB. 3,2006

(C:\Documents and Settings\APerez\My Files\DP-TA\DP-TA-CLP.wpd - 8/10/04)

LIMITED PARTNERSHIP REGISTERED AGENT DESIGNATION

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHO PROCESS MAY BE SERVED.

IN COMPLIANCE WITH SECTION 620.105(2), FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

DP-TA ASSOCIATES, LTD., with its principal place of business at 703 Waterford Way, Suite 800, Miami, Florida 33126-4677, has named W. Douglas Pitts, located at 703 Waterford Way, Suite 800, Miami, State of Florida, as its Agent to accept service of process within Florida.

GENERAL PARTNER:

NEWCASTER DEVCORP, INC., a Florida corporation

By: _____
Elias Vassilaros
Executive Vice-President

Date: August 18, 2004

Having been named to accept service of process as statutory registered agent for the above stated limited partnership, at the place designated in this certificate, I hereby agree to act in that capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 620.192 Florida Statutes.

_____
W. Douglas Pitts

Date: August 18, 2004

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared ELIAS VASSILAROS, the Executive Vice President of NEWCASTER DEVCORP, INC., a Florida corporation, and the general partner of DP-TA ASSOCIATES LTD., a Florida limited partnership, hereinafter referred to as the "Partnership", who, upon being duly sworn, certified as follows:

1. The amount of the initial capital contributions made by the limited partners to the Partnership is, in the aggregate, $1,000.00.

2. At this time, the anticipated amount of the capital contributions to be made by the limited partners to the Partnership is, in the aggregate, $6,500.00.

Under penalties of perjury, I declare that I have read the foregoing and that the facts alleged are true, to the best of my knowledge and belief.

GENERAL PARTNER:

NEWCASTER DEVCORP, INC., a Florida corporation

By: _____
Elias Vassilaros
Executive Vice President

Date: August 18 2004
Miami, Florida

BEFORE ME, the undersigned officer, a notary public authorized to administer oaths and to take acknowledgments in and for the State and County set forth above, personally appeared Elias Vassilaros, as Executive Vice President of Newcaster Devcorp, Inc., a Florida corporation and the General Partner of DP-TA Associates, Ltd., known to me and known by me to be the person who executed the foregoing Affidavit of Capital Contributions, and he acknowledged to me and before me that he executed this Affidavit as the President of the General Partner of said Partnership. He is personally known to me and did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 18th day of August, 2004.

_____
Name: _____
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
VICTOR L STOSIK
COMMISSION NUMBER
DD085573
MY COMMISSION EXPIRES
FEB. 3,2006

(C:\Documents and Settings\APerez\My Files\DP-TA\DP-TA-ACC.wpd - 8/10/04)

EXHIBIT B-2

[Attached]

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

P96000034235

April 16, 1996

Florida Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Re: Newcaster Devcorp, Inc.

Ladies and Gentlemen:

With reference to the aforementioned proposed Florida corporation, enclosed herewith are the following documents and instrument, to wit:

1. Original and one copy of the articles of incorporation for Newcaster Devcorp, Inc., which have been executed by W. Douglas Pitts, as incorporator and as registered agent, on April 3, 1996; and

2. The undersigned's escrow account check number 1868, made payable to the Florida Secretary of State, in the amount of $70.00, which represents the filing fee for said corporation.

Once the corporation has been formed, return to me the executed copy of the articles of incorporation with evidence that same has been incorporated.

Sincerely yours,

Victor L. Stosik
General Counsel

VLS/cem

Enclosures

4/22/96

701 Brickell Ave., Suite 1400
Miami, Florida 33131-2822
Phone: (305) 379-8467
Fax Number: (305) 381-7875

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

ARTICLES OF INCORPORATION

OF

NEWCASTER DEVCORP, INC.

I, the undersigned, being of legal age and a natural person, do hereby subscribe to, acknowledge and file the following Articles of Incorporation for the purpose of creating a corporation under the laws of the State of Florida.

ARTICLE I

The name of this corporation shall be NEWCASTER DEVCORP, INC., and the initial address of this corporation shall be 701 Brickell Avenue, Suite 1400, Miami, Florida 33131-2822.

ARTICLE II

This corporation may engage in any lawful activity or business permitted under the laws of the State of Florida.

ARTICLE III

The capital stock authorized, the par value thereof, and the characteristics of such stock shall be as follows:

Number of Shares Authorized	Par Value Per Share	Class of Stock
1,000	$.10	common

The consideration for all of the said stock shall be payable in cash, property, real or personal, labor or services in lieu of cash, at a just valuation to be fixed by the Board of Directors of the corporation.

Upon the sale for cash of any new stock of the same kind, class or series as that which he already holds, every stockholder of this corporation shall have the pre-emptive right to purchase his pro rata share thereof at the price which it is offered to others, whether or not in excess of par. Fractional shares need not be issued on account of this provision.

ARTICLE IV

This corporation shall commence its existence immediately upon the filing of these Articles of Incorporation and shall exist perpetually thereafter unless sooner dissolved according to law.

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

ARTICLE V

The initial registered office of this corporation shall be at 701 Brickell Avenue, Suite 1400, Miami, Florida 33131-2822, with the privilege of having its offices and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be W. Douglas Pitts.

ARTICLE VI

This corporation shall have at least four (4) directors, with the exact number to be specified by the stockholders from time to time. All corporate powers shall be exercised by and under the authority of, and the business affairs of the corporation shall be managed under the direction of, the Board of Directors.

ARTICLE VII

The names and addresses of the first directors of the corporation who shall hold office for the first year or until their successors are duly elected or appointed and qualified, whichever occurs first, shall be:

W. Douglas Pitts
701 Brickell Avenue
Suite 1400
Miami, Florida 33131-2822

Pan Courtelis
701 Brickell Avenue
Suite 1400
Miami, Florida 33131-2822

ARTICLE VIII

The corporation shall have a President, a Secretary and a Treasurer, and may have additional and assistant officers including, without limitation thereto, a Chairman of the Board of Directors, one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. A person may hold more than one office except that the President may not also be the Secretary or an Assistant Secretary.

ARTICLE IX

The names of the officers who are to manage the affairs of the corporation until the annual meeting of the Board of Directors to

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

be held in 1996 and until their successors are duly elected and qualified are:

W. Douglas Pitts	President
Pan Courtelis	Vice President
Elias Vassilaros	Vice President
James Kurps	Secretary

ARTICLE X

The corporation shall indemnify any present or former officer or director, or person exercising powers and duties of a director, to the full extent now or hereafter permitted by law.

ARTICLE XI

The power to adopt, alter, amend or repeal by-laws shall be vested in the Board of Directors and the shareholders, but the Board of Directors may not alter, amend or repeal any by-laws adopted by the shareholders if the shareholders provide that the by-laws shall not be altered, amended or repealed by the Board of Directors.

ARTICLE XII

No contract between this corporation and another corporation or another individual shall be invalidated by reason of the fact that one or more of the officers or directors of this corporation are officers or directors of the said other corporation, or by reason of the fact that one or more of the officers or directors of this corporation may be the other individual or individuals contracting with this corporation.

ARTICLE XIII

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the shareholders, and approved at a stockholders' meeting (either a regular meeting or at any special meeting called for that purpose) by at least a majority of the stock entitled to vote thereon, unless all of the directors and all of the stockholders sign a written statement manifesting their intention that certain amendment of these Articles of Incorporation be made.

ARTICLE XIV

The name and address of the Incorporator is W. Douglas Pitts, 701 Brickell Avenue, Suite 1400, Miami, Florida 33131-2822.

IN WITNESS WHEREOF, I, the undersigned, being the Incorporator hereinbefore named, for the purpose of forming a corporation to do business both within and without the State of Florida, under the laws of Florida, make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and hereunto set my hand and seal this 3rd day of April, 1996.

W. Douglas Pitts
Incorporator

FILED
96 APR 18 PM 12:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared W. Douglas Pitts, to me known to be the person described in and who executed the foregoing Articles of Incorporation, who, after being duly sworn under oath, acknowledged before me that he executed the same for the purpose therein expressed. He is personally known to me and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid, this 3rd day of April, 1996.

Name: Victor L. Stosik
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # CC 343157
EXPIRES: February 3, 1998
Bonded Thru Notary Public Underwriters

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR

DOMICILE FOR THE

SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM

PROCESS MAY BE HELD

In compliance with the laws of Florida, the following is submitted:

First, that NEWCASTER DEVCORP, INC., desiring to organize under the laws of the State of Florida, has named W. Douglas Pitts, 701 Brickell Avenue, Suite 1400, Miami, Florida 33131-2822, as its statutory Registered Agent.

Having been named the statutory Registered Agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open, and I accept the obligations of Section 607.325 F.S.

W. Douglas Pitts
Registered Agent

DATED this 3RD day of APRIL, 1996

(LGL-2\NDC-AOFI - 4/1/96)

P96000034735

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H17000213256 3)))

H170002132563ABC.

FILED
17 AUG 14 AM 9:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

S TALLENT
AUG 16 2017

To:
Division of Corporations
Fax Number : (850)617-6380

From:
Account Name : BROAD AND CASSEL - AFFORDABLE HOUSING
Account Number : I20160000081
Phone : (407)839-4277
Fax Number : (407)839-4264

RECEIVED
17 AUG 15 PM 12:46
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

COR AMND/RESTATE/CORRECT OR O/D RESIGN
NEWCASTER DEVCORP, INC.

Certificate of Status	1
Certified Copy	1
Page Count	01
Estimated Charge	$52.50

Amend
Please honor original filing date.
Thanks!

Electronic Filing Menu Corporate Filing Menu Help

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
OF
NEWCASTER DEVCORP, INC.

The undersigned, as an officer of NEWCASTER DEVCORP, INC., a Florida corporation (the "Corporation"), desiring to amend the Articles of Incorporation of the Corporation pursuant to the terms of Sections 607.1002 and 607.1006, Chapter 607, Florida Statutes, the Florida Business Corporation Act (the "Act"), states as follows:

1. The current name of the Corporation is NEWCASTER DEVCORP, INC.

2. The original Articles of Incorporation of the Corporation were filed with the Florida Department of State (the "Filing Office") on April 18, 1996 (the "Articles").

3. Article VI is hereby amended and restated, as follows:

Article VI

This Corporation shall have at least two (2) directors, with the exact number to be specified by the stockholders from time to time. All corporate powers shall be exercised by and under the authority of, and the business affairs of the Corporation shall be managed under the direction of, the Board of Directors.

4. Except as modified hereby, the Articles of Amendment to the Articles of Incorporation of the Corporation shall remain the same and in full force and effect.

5. These Articles of Amendment to the Articles of Incorporation of the Corporation were approved by all of the members of the Board of Directors and all the Shareholders of the Corporation, on August 10, 2017.

The undersigned has executed this Amendment this 10th day of August, 2017.

NEWCASTER DEVCORP, INC., a Florida corporation

By: _____
Elias Vassilaros
Executive Vice President

FILED
17 AUG 14 AM 9:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT C-1

[Attached]

State of Florida
Department of State

I certify from the records of this office that DP-TA ASSOCIATES, LTD. is a limited partnership organized under the laws of the State of Florida, filed on August 23, 2004.

The document number of this limited partnership is A04000001412.

I further certify that said limited partnership has paid all fees due this office through December 31, 2019 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of October, 2019

Secretary of State

Tracking Number: 4037377063CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

DCI2023-00024 Lee County Plan Original Application Dated 06-06-2023

EXHIBIT C-2

[Attached]

State of Florida
Department of State

I certify from the records of this office that NEWCASTER DEVCORP, INC. is a corporation organized under the laws of the State of Florida, filed on April 18, 1996.

The document number of this corporation is P96000034735.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of October, 2019

Secretary of State

Tracking Number: 1825602056CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

46-200

INSTR # 6571075
OR BK 04531 Pgs 2412 - 2415; (4pgs)
RECORDED 12/17/2004 02:57:30 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 35.50
DEED DOC 46,200.00
DEPUTY CLERK C Keller

Prepared by and return to:
BRUCE E. SANDS
Attorney at Law
HENDERSON, FRANKLIN, STARNES & HOLT, P.A. (Fort Myers)
1715 Monroe St. P. O. Box 280
Fort Myers, FL 33902
239-344-1100
File Number: **THG Worth Lieb**
Will Call No.: **12**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **15th** day of **December, 2004** between **J & E LIEBERT, LLP, a Florida limited liability partnership** whose post office address is **4602 Oak Leaf Drive, Naples, FL 33999**, grantor, and **DP-TA Associates, Ltd., a Florida limited partnership** whose post office address is **703 Waterford Way, Suite 800, Miami, FL 33126-4677**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lee County, Florida**, to-wit:

See Exhibit "A" attached hereto.

Parcel Identification Number: 23-45-25-00-00001.0020

Subject to taxes for 2005 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

Signed, sealed and delivered in our presence:

J & E LIEBERT, LLP, a Florida limited liability partnership

Witness Name: Kristen Bumgarner

Witness Name: BARBARA GEORGE

By: JACK W. LIEBERT, General Partner

Witness Name: Jamie Conroy

Witness Name: Andrea Skiem

By: EVELYN M. LIEBERT, General Partner

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 15th day of December, 2004 by JACK W. LIEBERT and EVELYN M. LIEBERT, General Partners of J & E LIEBERT, LLP, a Florida limited liability partnership, on behalf of the partnership. They [X] are personally known to me or [ ] have produced _____ as identification.

[Notary Seal]

Notary Public

Printed Name: Kristen A. Bumgarner

My Commission Expires: August 16, 2006

Kristen A Bumgarner
My Commission DD133673
Expires August 16, 2006

EXHIBIT

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST,
LEE COUNTY, FLORIDA
(DAN-TREE COMMERCIAL PARCEL)
(03-03-2003)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.01°01'45"E. ALONG THE WEST LINE OF SAID SECTION 23 FOR 1304.47 FEET TO THE **POINT OF BEGINNING**; THENCE N.88°58'15"E. FOR 273.32 FEET; THENCE S.01°01'45"E. FOR 358.35 FEET; THENCE N.89°26'26"E. FOR 840.05 FEET; THENCE N.88°58'36"E. FOR 77.19 FEET; THENCE N.54°34'33"E. FOR 32.24 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1137.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.79°17'34"E.; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°41'01" FOR 192.25 FEET TO A POINT ON THE WEST LINE OF PARCEL 103 PER ORDER OF TAKING AS RECORDED IN OFFICIAL RECORDS BOOK 3787 AT PAGE 3854 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.01°01'24"E. ALONG THE WEST LINE OF SAID PARCEL 103 FOR 609.18 FEET; THENCE S.44°13'46"W. ALONG THE WEST LINE OF SAID PARCEL 103 FOR 140.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DANIELS ROAD; THENCE S.89°26'26"W. ALONG SAID NORTH LINE OF DANIELS ROAD FOR 721.62 FEET; THENCE N.00°36'43"W. FOR 123.32 FEET; THENCE N.66°55'51"W. FOR 451.85 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 23; THENCE N.01°01'45"W. ALONG SAID WEST LINE OF SAID SECTION 23 FOR 933.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 25.05 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Community Engineering Services, Inc. LB #6572
Key West Professional Center
1342 Colonial Boulevard, Suite C-24
Fort Myers, FL 33908

Signed: _____

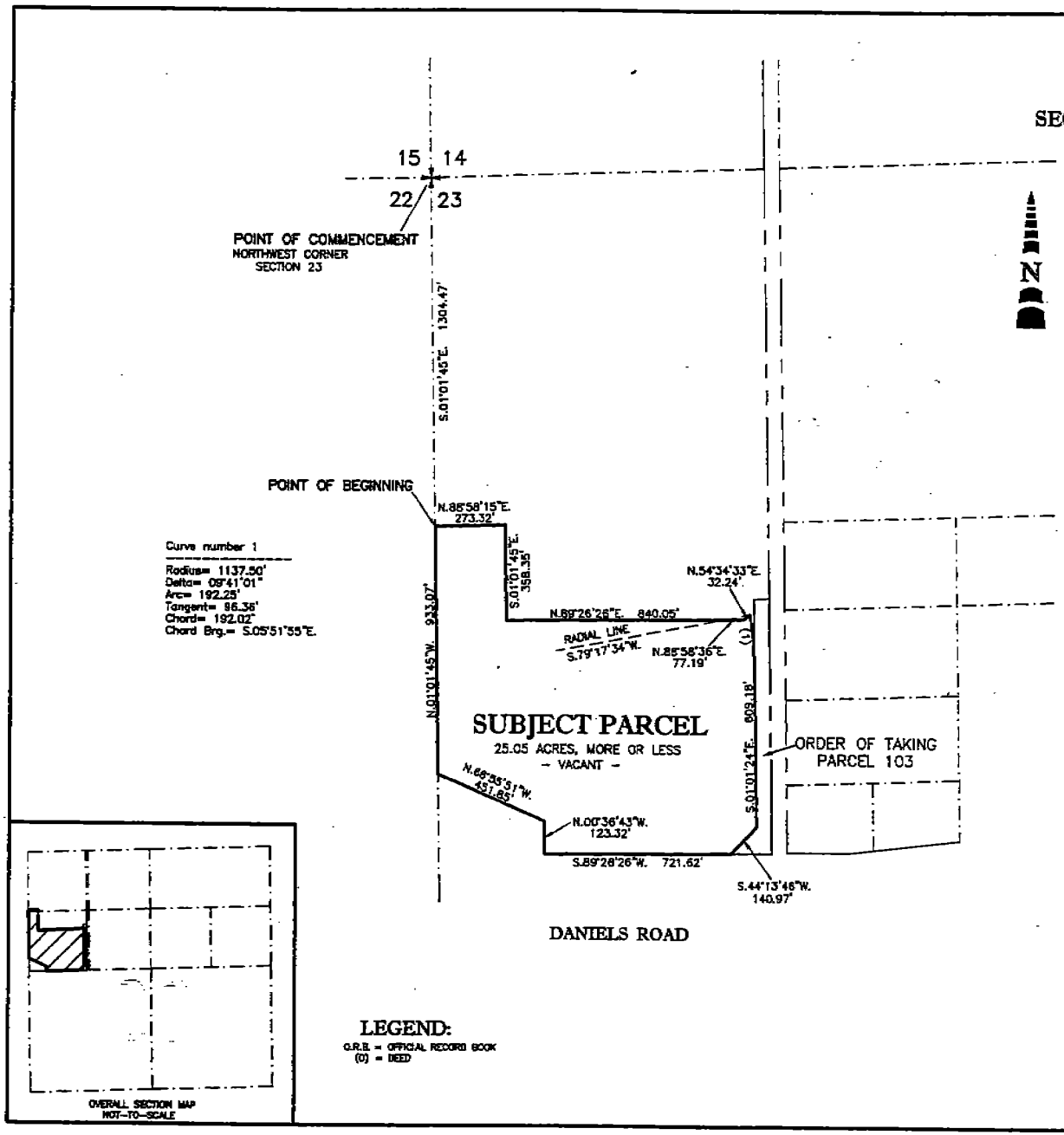
Date: _____

DCI2023-00024 Lee County ePlan · Original Application Dated 06-06-2023

Order: 4491590
Doc: FLLEEX:4531-02412

SKETCH

OF A PARCEL LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA



NOTES:

BEARINGS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 45, SOUTH, RANGE 25 EAST, AS BEARING N.88°16'10"E.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

*** THIS IS NOT A SURVEY ***

BY: 03/03/03

DENIS J. O'CONNELL JR., PROFESSIONAL SURVEYOR AND MAPPER (S) 5430 DATE SIGNED

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

LEGEND:

O.R.B. = OFFICIAL RECORD BOOK
(D) = DEED

DAN-TREE COMMERCIAL PARCEL 03-03-2003

TITLE: SKETCH OF DESCRIPTION

COMMUNITY ENGINEERING SERVICES, INC.
CIVIL ENGINEERING SURVEYING PROJECT MANAGEMENT
EB-0006613 LB 6872
KEY WEST PROFESSIONAL CENTER
1342 COLONIAL BOULEVARD, SUITE C-24
FORT MYERS, FLORIDA 33907
PHONE: (941) 936-9777
FAX: (941) 936-0064

FILE NAME:			PROJECT NO.:	SHEET:
DAN-TREE COMMERCIAL SKETCH 03-03-03.DWG			3737	1 OF 1
SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
03-03-2003	DJO	NOT TO SCALE	TLM/SMS	23-45-25

Requested By: k.konecy, Printed: 10/1/2019 8:27 AM

(4)

THIS INSTRUMENT PREPARED BY:
Thomas H. Gunderson, Esq.
Post Office Box 280
Fort. Myers, FL 33902

INSTR # 5805595
Official Records BK 03919 PG 1107
RECORDED 05/01/2003 10:20:24 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DEED DOC 24,176.60
DEPUTY CLERK M Robinson

WARRANTY DEED

THIS INDENTURE, made this 22 day of Apr, 2003 between **Worthington Holdings Southwest, LLC, a Florida limited liability company,** whose address is 9240 Marketplace Road, Fort Myers, FL 33912 party of the first part, and **J & E Liebert, LLP, a Florida limited liability partnership,** and whose address is 4602 Oak Leaf Drive, Naples, FL 33999, party of the second part,

WITNESSETH that the said party of the first part, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land, situate lying and being in the County of Lee, State of Florida, to wit:

See attached Exhibit "A" for legal description.

Subject to easements, restrictions and reservations of record and taxes for the year 2003 and all subsequent years.

Parcel Identification No. 45-25-23-00-00001.0000.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Witness Signature

(Type/Print Name of Witness

Witness Signature

(Type/Print Name of Witness)

Worthington Holdings Southwest, LLC,
a Florida limited liability company

By: _____
John Gnagey, Vice President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22 day of April, 2003 by John Gnagey, as Vice President of Worthington Holdings Southwest, LLC, who is personally known to me or who produced _____ as identification.

My Commission Expires:

Notary Public

Print/Type Name of Notary

Commission No. 12/2/05

Andrea Skiera
MY COMMISSION # DD075740 EXPIRES
December 2, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST,
LEE COUNTY, FLORIDA
(DAN-TREE COMMERCIAL PARCEL)
(03-03-2003)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.01°01'45"E. ALONG THE WEST LINE OF SAID SECTION 23 FOR 1304.47 FEET TO THE **POINT OF BEGINNING**; THENCE N.88°58'15"E. FOR 273.32 FEET; THENCE S.01°01'45"E. FOR 358.35 FEET; THENCE N.89°26'26"E. FOR 840.05 FEET; THENCE N.88°58'36"E. FOR 77.19 FEET; THENCE N.54°34'33"E. FOR 32.24 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1137.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.79°17'34"E.; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°41'01" FOR 192.25 FEET TO A POINT ON THE WEST LINE OF PARCEL 103 PER ORDER OF TAKING AS RECORDED IN OFFICIAL RECORDS BOOK 3787 AT PAGE 3854 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.01°01'24"E. ALONG THE WEST LINE OF SAID PARCEL 103 FOR 609.18 FEET; THENCE S.44°13'46"W. ALONG THE WEST LINE OF SAID PARCEL 103 FOR 140.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DANIELS ROAD; THENCE S.89°26'26"W. ALONG SAID NORTH LINE OF DANIELS ROAD FOR 721.62 FEET; THENCE N.00°36'43"W. FOR 123.32 FEET; THENCE N.66°55'51"W. FOR 451.85 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 23; THENCE N.01°01'45"W. ALONG SAID WEST LINE OF SAID SECTION 23 FOR 933.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 25.05 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Community Engineering Services, Inc. LB #6572
Key West Professional Center
1342 Colonial Boulevard, Suite C-24
Fort Myers, FL 33908

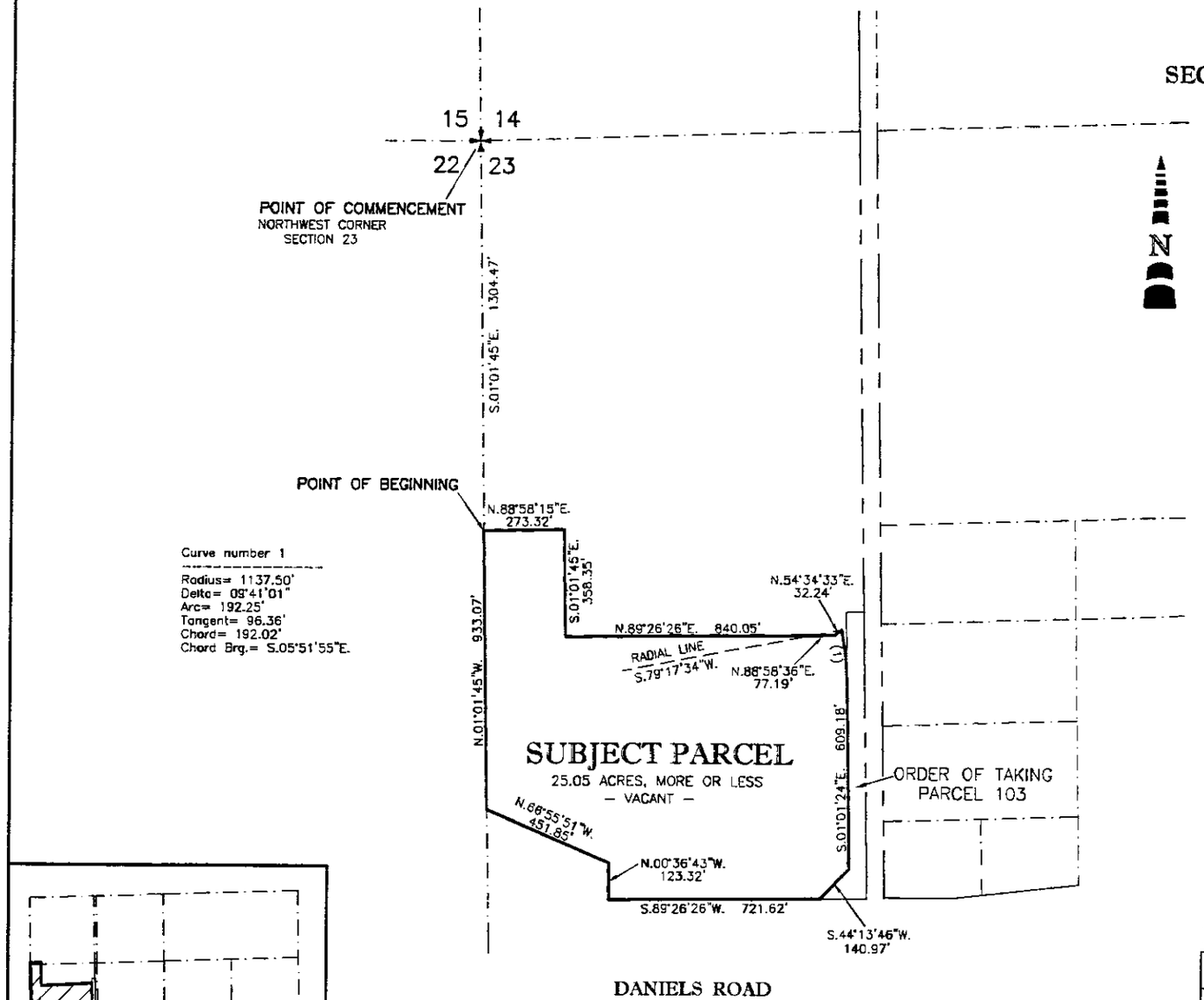
Signed: _____

Date: 03/03/03

OFFICIAL RECORDS BK 03919 PG 1110

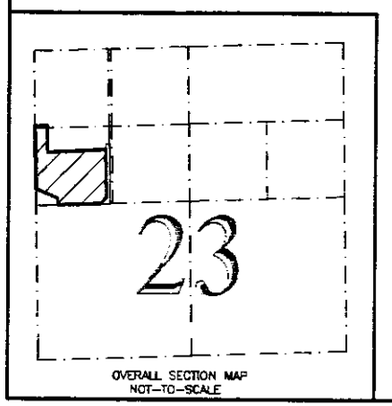
SKETCH

OF A PARCEL LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA



Curve number 1

Radius= 1137.50'
Delta= 09°41'01"
Arc= 192.25'
Tangent= 96.36'
Chord= 192.02'
Chord Brg.= S.05°51'55"E.



OVERALL SECTION MAP
NOT-TO-SCALE

LEGEND:

O.R.B. = OFFICIAL RECORD BOOK
(D) = DEED

NOTES:

BEARINGS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 45, SOUTH, RANGE 25 EAST, AS BEARING N.88°10'10"E.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

*** THIS IS NOT A SURVEY ***

BY: 03/03/03

DENIS J. O'CONNELL JR., PROFESSIONAL SURVEYOR AND MAPPER LS# 5430 DATE SIGNED

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

DAN-TREE COMMERCIAL PARCEL 03-03-2003

TITLE: SKETCH OF DESCRIPTION

COMMUNITY ENGINEERING SERVICES, INC.
CIVIL ENGINEERING SURVEYING PROJECT MANAGEMENT
EB-0006613 LB 6572
KEY WEST PROFESSIONAL CENTER
1342 COLONIAL BOULEVARD, SUITE C-24
FORT MYERS, FLORIDA 33907
PHONE: (941) 936-9777
FAX: (941) 936-0064

FILE NAME:	PROJECT NO.:	SHEET:
DAN-TREE COMMERCIAL SKETCH 03-03-03.DWG	3737	1 OF 1

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
03-03-2003	DJO	NOT TO SCALE	TLM/SMS	23-45-25

Requested By: k.konecy, Printed: 10/1/2019 8:27 AM
Order: 4491590
Doc: FLLEEX:3919-01107

INSTR # 5692719
Official Records BK 03831 PG 0087
RECORDED 01/23/2003 02:51:48 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEED DOC 20,185.20
DEPUTY CLERK L Parent

Prepared by and return to:
THOMAS H. GUNDERSON
Attorney at Law
HENDERSON, FRANKLIN, STARNES & HOLT, P.A. (Fort Myers)
1715 Monroe St. P. O. Box 280
Fort Myers, FL 33902

File Number: **THG WH PNL**
Will Call No.: **12**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **23rd** day of **January, 2003** between **PNL 1999, LLC, a Delaware limited liability company** whose post office address is **2121 San Jacinto, Suite 2900, Dallas, TX 75201**, grantor, and **WORTHINGTON HOLDINGS SOUTHWEST, LLC, a Florida limited liability company** whose post office address is **9240 Marketplace Rd., Suite 2, Fort Myers, FL 33912**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lee County, Florida**, to-wit:

A parcel of land lying in the Northwest Quarter (NW 1/4) of Section 23, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

The West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 23, Township 45 South, Range 25 East, Lee County, Florida;

LESS AND EXCEPT the following described lands:

Those parcels conveyed to the State of Florida, Department of Transportation pursuant to deeds recorded in O.R. Book 1059, page 421 and O.R. Book 1156, page 780, both of the Public Records of Lee County, Florida and LESS AND EXCEPT those certain lands more particularly described by Order of Taking recorded December 2, 2003 in O.R. Book 3787, page 3854, Public Records of Lee County, Florida.

Parcel Identification Number: 23-45-25-00-00001.0000

Subject to easements, reservations and restrictions of record and taxes and assessments for the year 2003 and all subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

DoubleTime®

Signed, sealed and delivered in our presence:

Brian R Forbes
Witness Name: Brian Forbes

Witness Name: Scott L. Koenreich

PNL 1999, LLC, a Delaware limited liability company

By: _____
JOHN C. GILBERT, Manager

State of Texas
County of Dallas

The foregoing instrument was acknowledged before me this 21st day of January, 2003 by JOHN C. GILBERT, Manager on behalf of PNL 1999, LLC, a Delaware limited liability company. He [_] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

JILL JOHNSON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02-15-2004

Jill Johnson
Notary Public

Printed Name: Jill Johnson

My Commission Expires: 2-15-2004

Official Records BK 03831 PG 0088

DoubleTime®

2

Prepared by and Return to:
Rosel Rodríguez Pine, Esquire
Akerman, Senterfitt & Eidson, P.A.
50 North Laura Street, Suite 2500
Jacksonville, Florida 32202

INSTR # 5532973
OR BK 03704 PG 1108
RECORDED 08/12/2002 12:43:39 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 28.50
DEPUTY CLERK M Bernard

WARRANTY DEED

THIS WARRANTY DEED (this "Deed") is made as of July 22, 2002, between **JERRY A. ROSS and DOROTHY B. ROSS**, husband and wife, whose mailing address is 15840 Kilmarnock Drive, S.E., Fort Myers, Florida 33912, herein the "Grantor," and **PNL 1999, LLC**, a Delaware limited liability company, whose mailing address is c/o The PNL Companies, 2121 San Jacinto, Suite 2900, Dallas, Texas 75201, and whose taxpayer identification number is _____, herein the "Grantee,"

28.50

(When used herein the terms "Grantor" and "Grantee" shall be construed to include masculine, feminine, singular or plural as the context permits or requires, and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the Grantee's forbearance from instituting foreclosure against said Grantor under the Notes and Mortgages described below, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described property, situate, lying and being in the County of Lee, State of Florida:

See Exhibit A attached hereto and made a part hereof;

together with all improvements and fixtures thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining (collectively, the "Property"). This conveyance is made subject to, but Grantee in no way assumes, that certain indebtedness evidenced by the promissory notes (the "Notes") and secured by, inter alia, the mortgages (the "Mortgages") more particularly described in Exhibit B attached hereto and made a part hereof. This conveyance is further made subject to unpaid taxes and to easements and covenants of record.

TO HAVE AND TO HOLD, the same in fee simple forever.

THIS CONVEYANCE IS REQUIRED UNDER THE TERMS OF THE DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION IN CASES NOS. 99-42246, 99-42252 AND 99-42253, U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF ILLINOIS, JERRY A. ROSS, DOROTHY B. ROSS, GREENTREE PROFESSIONAL CENTRE, INC., AND F.A.R. DEVELOPMENT, INC., DEBTORS, AND IS THEREFORE EXEMPT FROM TAXATION UNDER ANY LAW IMPOSING A STAMP TAX OR SIMILAR TAX PURSUANT TO 11 U.S.C. §1146(C).

15010941

AND THE GRANTOR does hereby warrant and will defend the title to the Property against the lawful claims of all persons whomsoever.

BUT IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT:

(1) This Deed and the conveyance made hereby are being executed, delivered and accepted in lieu of foreclosure of the Mortgages, and this Deed shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in and to the Property, including specifically but without limitation, any equity or rights of redemption of Grantor thereto, and this Deed is not intended to be a mortgage, trust conveyance, deed of trust, or security instrument of any kind and shall not be interpreted or construed as a foreclosure of the Mortgages or any of them;

(2) Notwithstanding any provisions hereof which could be construed to the contrary, the Notes and the Mortgages are NOT CANCELED, EXTINGUISHED, RELEASED or RELINQUISHED in any manner or respect whatsoever, which Notes and Mortgages shall remain valid and continuous and in full force and effect, unless and until released by written instrument (the "Release") executed by the holder thereof and recorded in the official public records of Lee County, Florida, which Release may be made as, if and when the Grantee, or its successors or assigns, shall determine in the exercise of its or their sole discretion;

(3) Neither the Grantor nor the Grantee intend that there be, and there shall not in any event be, a merger of the Mortgages or any of them with the title or other interest of the Grantee by virtue of this conveyance, and the parties expressly provide that each such interest in each of the Mortgages on one hand, and ownership interest or title in the Property on the other hand, be and remain at all times SEPARATE and DISTINCT;

(4) The title and other interest of the Grantee in the Property under this Deed will not merge with any lien or security interest in the Property created under the Mortgages or any of them, and for purposes of priority as between (i) intervening or inferior liens, claims or encumbrances on or against the Property, and (ii) each of the Mortgages, any and all rights of the holder of the Mortgages to exercise its remedies of foreclosure of the Mortgages or any other remedies are expressly preserved hereby, and for purposes of limitations and any other applicable time bar defenses, the same are expressly extended as evidenced by this instrument;

(5) The priority of each of the Mortgages is intended to be and shall remain in full force and effect, and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of any of the Mortgages to any other liens or encumbrances whatsoever;

(6) It is specifically agreed that the Grantee shall not be responsible for the discharge and performance of any duties or obligations required to be performed and/or discharged in connection with the Property prior to the date hereof, and, without limiting the foregoing, the Grantee specifically disclaims any obligations and duties as seller or lessor under any contract or agreement for the sale or lease of any part of the Property, and any obligations and duties as owner under any construction contract or other agreement for the construction of improvements on the Property; and

(7) The Grantor further declares that this conveyance is freely and fairly made, executed, and delivered and with the advice, or opportunity for advice, of legal counsel of the Grantor's selection, and that fair and adequate consideration has been given for the Grantor's waiver of all redemption and cure rights permitted by law.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on the date set forth in the acknowledgment below, but to be deemed delivered and effective for all purposes as of the date first above written.

Signed, sealed and delivered in the presence of:

Print Name: Cristina Sanzano Ferrer

Print Name: Anna L. Bissell

JERRY A. ROSS

DOROTHY B. ROSS

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 22nd day of July, 2002, by Jerry A. Ross and Dorothy B. Ross, husband and wife, who [CHOOSE ONE]:

- [x] is/are personally known to me OR
- [ ] produced Florida driver's licenses as identification OR
- [ ] produced _____ as identification.

[NOTARY SEAL]

Kathy E. Johnson
MY COMMISSION # DD010471 EXPIRES
March 19, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Print Name: Kathy E. Johnson
Notary Public, State of Florida

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

Lot 97, FIDDLESTICKS COUNTRY CLUB SUBDIVISION, as recorded in the Office of the Clerk of the Circuit Court for Lee County, Florida, in Plat Book 34, Pages 144 through 160, inclusive.

PARCEL 2:

A parcel of land lying in the Northwest Quarter (NW 1/4) of Section 23, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

The West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 23, Township 45 South, Range 25 East, Lee County, Florida, less rights of way of record.

LESS AND EXCEPTING therefrom the following described parcel:

A parcel of land lying in the Northwest Quarter (NW 1/4) of Section 23, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

The East 720 feet of the West 1,020 feet of the South 1,550 feet of the North 1,610 feet of said Northwest Quarter (NW 1/4) of said Section 23. Said parcel being 720 feet by 1,550 feet.

AND LESS AND EXCEPTING therefrom the following described lands:

Those parcels conveyed to the State of Florida, Department of Transportation pursuant to deeds recorded in Official Records Book 1059, at Page 421, and Official Records Book 1156, at Page 780, all in the Public Records of Lee County, Florida.

PARCEL 3:

A parcel of land lying in the Northwest Quarter (NW 1/4) of Section 23, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

The East 720 feet of the West 1,020 feet of the South 1,550 feet of the North 1,610 feet of said Northwest Quarter (NW 1/4) of said Section 23. Said parcel being 720 feet by 1,550 feet.

EXHIBIT "B"
NOTES AND MORTGAGES

NOTES: The following described promissory notes (the "Notes"), as consolidated by Debtors' First Amended Joint Plan of Reorganization dated June 23, 2000, filed in the United States Bankruptcy Court for the Southern District of Illinois in the following cases: In Re Jerry Ross and Dorothy B. Ross (Case No. 99-42246); In Re Greentree Professional Centre, Inc. (Case No. 99-42252); In Re F.A.R. Development, Inc. (Case No. 99-42253):

1. Renewal Term Note in the amount of $2,610,183.75 dated March 13, 1997, renewing and modifying that certain Promissory Note dated December 30, 1988, executed by Jerry and Dorothy Ross, payable to the order of Banterra Bank Group, as endorsed by Allonge from Banterra Bank Group to PNL Partners 1999, L.P., as endorsed by Allonge from PNL Partners 1999, L.P. to Bank Midwest, N.A., as endorsed by Allonge from Bank Midwest, N.A. to PNL Partners 1999, L.P., as endorsed by Allonge to PNL 1999, LLC.

2. Term Note in the amount of $1,500,000.00 dated March 13, 1997, executed by Jerry and Dorothy Ross, payable to the order of Banterra Bank Group, as endorsed by Allonge from Banterra Bank Group to PNL Partners 1999, L.P., as endorsed by Allonge from PNL Partners 1999, L.P. to Bank Midwest, N.A., as endorsed by Allonge from Bank Midwest, N.A. to PNL Partners 1999, L.P., as endorsed by Allonge to PNL 1999, LLC.

3. Extension Note in the amount of $749,200.00 dated December 29, 1998, renewing and modifying that certain Renewal Term Note dated March 13, 1997, executed by Jerry and Dorothy Ross, payable to the order of Banterra Bank Group, as endorsed by Allonge from Banterra Bank Group to PNL Partners 1999, L.P., as endorsed by Allonge from PNL Partners 1999, L.P. to Bank Midwest, N.A., as endorsed by Allonge from Bank Midwest, N.A. to PNL Partners 1999, L.P., as endorsed by Allonge to PNL 1999, LLC.

4. Renewal Term Note in the amount of $297,838.88 dated March 13, 1997, renewing and modifying that certain Promissory Note dated February 12, 1996, executed by Jerry and Dorothy Ross, payable to the order of Banterra Bank Group, as endorsed by Allonge from Banterra Bank Group to PNL Partners 1999, L.P., as endorsed by Allonge from PNL Partners 1999, L.P. to Bank Midwest, N.A., as endorsed by Allonge from Bank Midwest, N.A. to PNL Partners 1999, L.P., as endorsed by Allonge to PNL 1999, LLC.

5. Renewal Term Note in the amount of $1,021,681.42 dated March 13, 1997, renewing and modifying that certain Promissory Note dated March 4, 1987, executed by F.A.R. Development, Inc., payable to the order of Banterra Bank Group, as endorsed by Allonge from Banterra Bank Group to PNL Partners 1999, L.P., as endorsed by Allonge from PNL Partners 1999, L.P. to Bank Midwest, N.A., as endorsed by Allonge from Bank Midwest, N.A. to PNL Partners 1999, L.P. as endorsed by Allonge to PNL 1999, LLC.

6. Extension Note in the amount of $788,570.29 dated September 29, 1988, renewing and modifying that certain Renewal Term Note dated March 13, 1997, executed by Greentree Professional Centre, Inc., payable to the order of Banterra Bank Group, as endorsed by Allonge from Banterra Bank Group to PNL Partners 1999, L.P., as endorsed by Allonge from PNL Partners 1999, L.P. to Bank Midwest, N.A., as endorsed by Allonge from Bank Midwest, N.A. to PNL Partners 1999, L.P. as endorsed by Allonge to PNL 1999, LLC.

MORTGAGES: The Notes are secured by, among other things, the following described "Mortgages":

All Parcels (1-7):

1. Mortgage and Security Agreement dated March 13, 1997 from Jerry A. Ross and Dorothy B. Ross, Jerry A. Ross, Trustee, F.A.R. Development, Inc. and Greentree Professional Centre, Inc. to Banterra Bank Group, recorded in Official Records Book 2081, page 2490, and re-recorded in Official Records Book 2813, page 3355, all of the Public Records of Lee County, Florida; and recorded in Official Records 2302, Page 503, Public Records of Collier County, Florida; and Mortgage Modification Agreement recorded in Official Records Book 2306, Page 3060, the Public Records of Collier County, Florida; as assigned.

Parcel 1:

2. Mortgage Deed dated May 7, 1992 from Jerry A. Ross and Dorothy B. Ross to Banterra Bank Group (f/k/a Banterra Bank of Gallatin County) and recorded in Official Records Book 2298, Page 2444; Mortgage Modification and Extension Agreement recorded in Official Records Book 2600, Page 1791; Mortgage Modification Agreement recorded in Official Records 2813, Page 3380; all of the Public Records of Lee County, Florida; as assigned.

Parcels 2 and 3:

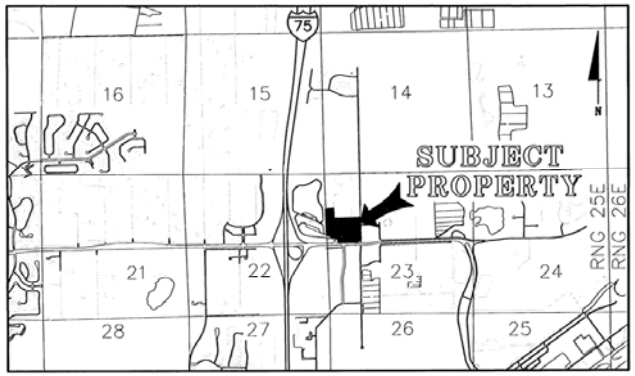
3. Commercial Real Estate Mortgage and Assignment of Leases and Rents from Jerry A. Ross and Dorothy B. Ross to Banterra Bank Group (f/k/a Banterra Bank of Gallatin County, f/k/a Gallatin County State Bank) dated December 30, 1988 and recorded in Official Records Book 2041, Page 194; Mortgage Modification Agreement recorded in Official Records Book 2273, Page 1885; Mortgage Modification Agreement recorded in Official Records Book 2684, Page 3091 Mortgage Modification Agreement recorded in Official Records Book 2813, Page 3375; all of the Public Records of Lee County, Florida; as assigned.

00019462, Doc Type SPLT, Pages 4, Recorded 01/18/2007 at 02:00 PM,
Lee County Clerk of Circuit Court, Deputy Clerk SSMITH

INSTR. # 2007000019462.
SHEET 1 of 4

ARBORWOOD VILLAGE

A SUBDIVISION LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE OWNERS OF THE HEREON DESCRIBED LANDS HAVE CAUSED THIS PLAT OF ARBORWOOD VILLAGE, A SUBDIVISION LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, TO BE MADE AND HEREBY:

A. DEDICATES TO ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION INC., ITS SUCCESSORS AND ASSIGNS:

1. TRACT "A" FOR PRIVATE ROADWAY, DRAINAGE, LANDSCAPING, MAINTENANCE AND UTILITY PURPOSES (SUBJECT TO ANY OTHER EASEMENTS WITHIN TRACT "A" AS CREATED BY THIS PLAT).
2. TRACT "B", AS CONSERVATION AND WETLAND / UPLAND PRESERVE AREAS.
3. TRACT "A-1", FOR PRIVATE ROADWAY, DRAINAGE, LANDSCAPING, MAINTENANCE AND UTILITY PURPOSES (SUBJECT TO ANY OTHER EASEMENTS WITHIN TRACT "A-1" AS CREATED BY THIS PLAT).

B. DEDICATES ALL PUBLIC UTILITY EASEMENTS (P.U.E.) AS SHOWN HEREON, TO THE PUBLIC AND PRIVATE UTILITIES HAVING THE AUTHORITY TO PROVIDE UTILITY SERVICES, INCLUDING CABLE TELEVISION, ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC AND PRIVATE UTILITIES, FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES. IN THE EVENT ANY PERSON DAMAGES THE FACILITIES OF A PUBLIC OR PRIVATE UTILITY, THE PERSON CAUSING THE DAMAGE WILL BE SOLELY RESPONSIBLE FOR THE DAMAGES AND ALL ASSOCIATED REPAIRS.

C. DEDICATES ALL LEE COUNTY UTILITIES EASEMENTS (L.C.U.) TO LEE COUNTY UTILITIES, INC., AND ITS SUCCESSORS AND ASSIGNS AS NON-EXCLUSIVE UTILITY EASEMENTS AND RIGHTS-OF-WAY, UPON, OVER, ACROSS, AND BELOW THE SURFACE AS SHOWN HEREON FOR THE PURPOSES OF CONSTRUCTION, OPERATION, MAINTENANCE IMPROVING OR REPLACING OF ONE OR MORE WATER, SEWER AND/OR UTILITY TRANSMISSION OR DISTRIBUTION LINES, AND ALL NORMAL APPURTENANCES THERETO.

D. RESERVE TO NEWCASTER DEVCORP, INC. A FLORIDA CORPORATION.
LOTS 1 THROUGH 8 FOR FUTURE DEVELOPMENT SUBJECT TO EASEMENTS AS DEDICATED AND SHOWN HEREON.

E. RESERVE TO WORTHINGTON HOLDINGS SOUTHWEST, LLC. A FLORIDA CORPORATION.
LOT 9 FOR FUTURE DEVELOPMENT SUBJECT TO EASEMENTS AS DEDICATED AND SHOWN HEREON.

IN WITNESS WHEREOF THE OWNERS ARE DP-TA ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP, AND WORTHINGTON HOLDINGS SOUTHWEST LLC, A FLORIDA CORPORATION, HAVE CAUSED THIS DEDICATION TO BE MADE THIS 27th DAY OF DECEMBER, 2006.

WITNESS
Vilma Anell
PRINTED NAME
WITNESS
Victor L. Stasik
PRINTED NAME
WITNESS
JOHN ASHER
PRINTED NAME
WITNESS
REBECCA NEWBERRY
PRINTED NAME

DP-TA ASSOCIATES, LTD.
A FLORIDA LIMITED PARNERSHIP

BY: NEWCASTER DEVCORP, INC
A FLORIDA CORPORATION
IT'S GENERAL PARTNER

BY:
ELIAS M. VASSILAROS
EXECUTIVE VICE PRESIDENT

WORTHINGTON HOLDINGS SOUTHWEST, LLC
A FLORIDA CORPORATION

BY:
JOHN GNAGEY
MANAGER

ACKNOWLEDGEMENT

STATE OF FL
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 28 DAY OF DEC 2006 BY JOHN GNAGEY, A MANAGER OF WORTHINGTON HOLDINGS SOUTHWEST, LLC., A FLORIDA LIMITED LIABILITY COMPANY, ON-BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FL
REBECCA NEWBERRY
NAME (PRINTED)
DD 468238
COMMISSION #
9/5/06
COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF DECEMBER 2006 BY ELIAS M. VASSILAROS, THE EXECUTIVE VICE PRESIDENT OF NEWCASTER DEVCORP, INC., A FLORIDA CORPORATION AND THE GENERAL PARTNER OF DP-TA ASSOCIATES, LTD., A FLORIDA PARTNERSHIP, ON BEHALF OF THE PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FL
VICTOR L. STASIK
NAME (PRINTED)
DD 477777
COMMISSION #
2/31/2010
COMMISSION EXPIRES

2007000019462

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., HEREBY ACCEPTS THE FEE SIMPLE DEDICATIONS OF TRACTS 'A', AND 'A-1' AND THE EASEMENTS DEDICATED TO IT, AS CITED AND SHOWN HEREON, AND HEREBY ACCEPTS THE PERPETUAL MAINTENANCE RESPONSIBILITY THEREOF. DATED THIS 27th DAY OF DECEMBER, 2006.

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC.,
BY:
NAME: ELIAS VASSILAROS
TITLE: PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27TH DAY OF DECEMBER 2006 BY ELIAS VASSILAROS AS PRESIDENT OF ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FL
VICTOR L. STASIK
NAME (PRINTED)
DD 477777
COMMISSION #
2/31/2010
COMMISSION EXPIRES

CLERK OF COURT CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARBORWOOD VILLAGE, A SUBDIVISION LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, WAS FILED FOR RECORD AT 2:00 O'CLOCK P.M. THIS 18th DAY OF January, 2007 AND DULY RECORDED AS INSTRUMENT NUMBER 2007000019462 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CHARLIE GREEN
LEE COUNTY CLERK OF COURT

COUNTY APPROVALS:

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 18th DAY OF December 2006.

CHAIRMAN OF THE BOARD
Ray Judah
(PRINTED NAME)

CHARLIE GREEN
CLERK OF COURT

MARY GIBBS
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

PETER J. ECKENRODE
DIRECTOR, DIVISION OF DEVELOPMENT SERVICES

JOHN J. FREDYMA
ASSISTANT COUNTY ATTORNEY

REVIEW BY COUNTY PROFESSIONAL SURVEYOR & MAPPER:

REVIEW BY THE DESIGNATED COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART 1.

MICHAEL L. HARMON, P.S.M.
LEE COUNTY DESIGNATED P.S.M.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ARBORWOOD VILLAGE, A SUBDIVISION IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST WAS PREPARED DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772
DATE:

JERRY L. RIFFELMACHER P.S.M. #
STATE O

THIS INSTRUMENT WAS PREPARED B
JERRY L. RIFFELMACHER P.S.M. #613

HOLE MONTES
ENGINEERS-PLANNERS-SURVEYORS
6202-F Presidential C
Fort Myers, FL. 33
Phone: (239) 985-
Florida Certifica
Authorization No.

REFERENCE NO.	04092PLAT	DRAWN BY

DOS2005-00356 / PLT2006-00020

04092_DW_PLAT_04092PLA PAGE 1 - 12/28/2006 - 09:15

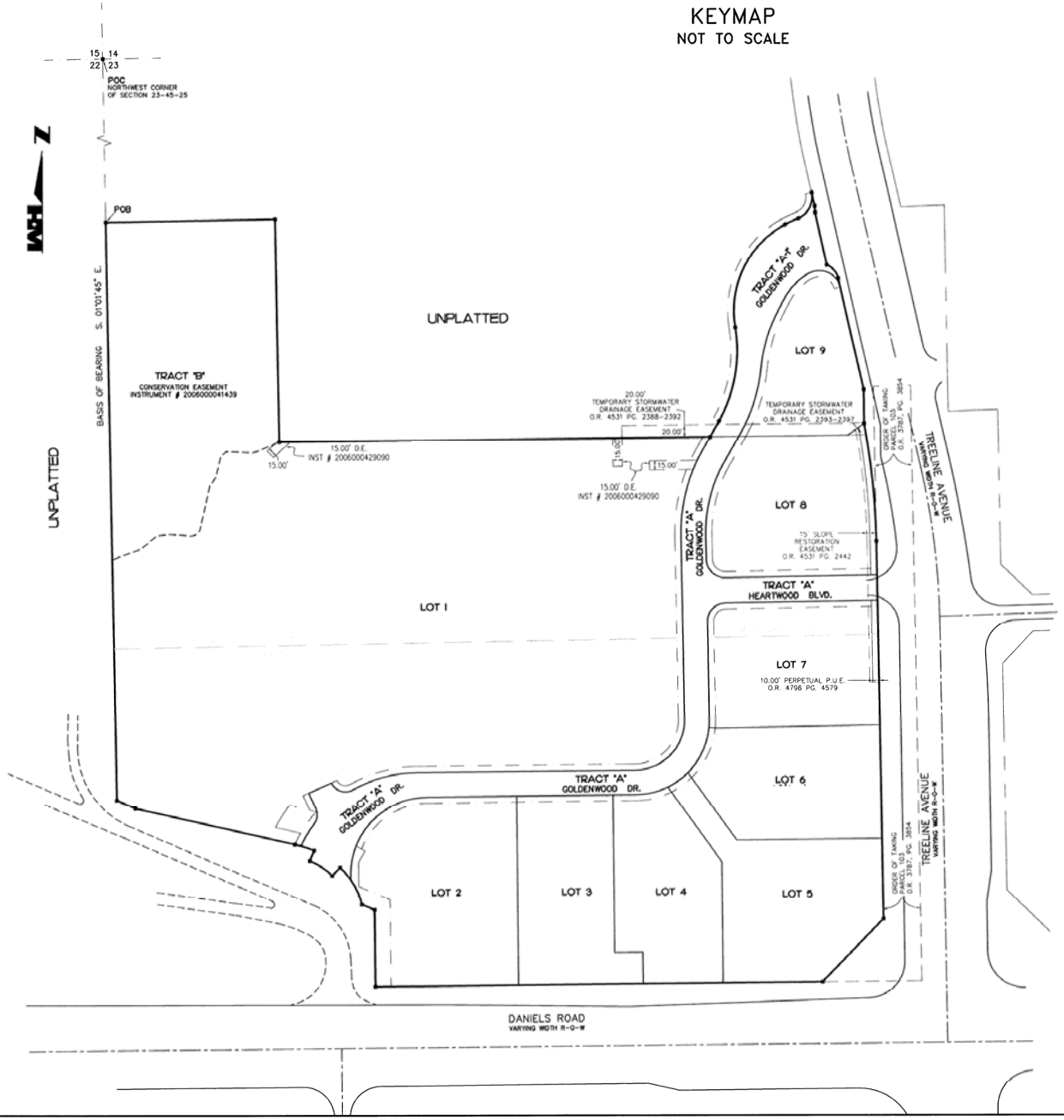
700001946 2 Page Number: 2 of 4

ARBORWOOD VILLAGE

INSTR. # 2007000019462
SHEET 2 of 4

A SUBDIVISION LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

KEYMAP
NOT TO SCALE



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THAT PROPERTY DESCRIBED IN O.R. BOOK 4846 AT PAGE 4111 OF THE PUBLIC RECORDS OF LEE CO FLORIDA; THENCE RUN S.01°01'45"E., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 AND ALONG THE BOUNDARY PROPERTY DESCRIBED IN O.R. BOOK 4846 AT PAGE 4111, FOR A DISTANCE OF 1,304.47 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N.88°58'15"E., ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R BOOK 4846 AT PAGE 4111, FO DISTANCE OF 273.33 FEET; THENCE RUN S.01°01'45"E., ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R BOOK 4846 AT PAGE A DISTANCE OF 358.35 FEET; THENCE RUN N.89°26'26"E., ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R BOOK 4846 AT PAG AND ALONG THE BOUNDARY OF THAT PROPERTY DESCRIBED IN O.R. BOOK 4846 AT PAGE 4113 OF LEE COUNTY, FLORIDA, FOR A DISTANCE 694.93 FEET; THENCE RUN N.29°25'05"E., FOR A DISTANCE OF 29.59 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRA OF 38°55'18", SUBTENDED BY A CHORD OF 153.25 FEET AT A BEARING OF N.09°57'26"E., FOR A DISTANCE OF 156.24 FEET TO A POINT OF CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 158 FEET, THROUGH A CENTRAL ANGLE OF 71°02'16", SUBTENDED BY A CHORD OF 183.59 FEET AT A BEARING OF N.26°00'55"E., FOR A DISTANC 195.90 FEET TO A POINT OF COMPOUND CURVE, CONCAVE SOUTHERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A RADIUS OF 193.67 FEET, THROUGH A CENTRAL ANGLE OF 07°02'11", SUBTENDED BY A CHORD OF 23.77 FEET AT A BEARIN N.65°03'08"E., FOR A DISTANCE OF 23.78 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY A THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 81°29'21", SUBTENDED BY A CHO 45.69 FEET AT A BEARING OF N.27°49'33"E., FOR A DISTANCE OF 49.78 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TREE AVENUE AS DESCRIBED IN O.R. BOOK 4708 AT PAGE 2150 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.12°55'07"E., THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 22.11 FEET; THENCE RUN S.03°04'07"E., ALONG THE WE RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 10.20 FEET; THENCE RUN S.12°40'04"E., ALONG THE WESTERLY RIGHT- LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 86.29 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, WHOSE R POINT BEARS S.21°18'56"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY L SAID TREELINE AVENUE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE 55°45'57", SUBTENDED BY A CHORD OF 28.06 FEET AT A BEARING OF S.40°48'06"E., FOR A DISTANCE OF 29.20 FEET TO THE END OF SAID THENCE RUN S.12°55'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 183.90 FEET; THENC S.00°18'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 54.24 FEET TO A POINT ON A CI CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.79°17'34"W., A DISTANCE OF 1,137.50 FEET THEREFROM; THENCE RUN SOUTHERL THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF FEET, THROUGH A CENTRAL ANGLE OF 09°41'01", SUBTENDED BY A CHORD OF 192.02 FEET AT A BEARING OF S.05°51'55"E., FOR A DISTANC 192.25 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 3787, AT PAGE 3861; RUN S.01°01'24"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 3787, AT PAGE 3861 DISTANCE OF 609.18 FEET; THENCE RUN S.44°13'46"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AS DESCRIBED BOOK 3787, AT PAGE 3861, FOR A DISTANCE OF 140.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DANIELS ROAD, HAV RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN S.89°26'26"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DANIELS ROAD, FOR A DISTANCE OF 721.62 FEET; THENCE RUN N.00°36'43"W., FOR A DISTANCE OF 123.32 FEET; THENCE RUN N.66°55'51"W., FOR A DISTANCE OF FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS S.76°09'25"W., A DISTANCE OF 121.12 FEE THEREFROM, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 121.12 FEET, THROUGH A CE ANGLE OF 33°20'29", SUBTENDED BY A CHORD OF 69.49 FEET, AT A BEARING OF N.30°30'49"W., FOR A DISTANCE OF 70.48 FEET TO THE E SAID CURVE; THENCE RUN S.44°15'52"W., FOR A DISTANCE OF 18.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE POINT BEARS S.44°15'53"W. A DISTANCE OF 114.33 FEET THEREFROM, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A RADIUS OF 114.33 FEET, THROUGH A CENTRAL ANGLE OF 21°49'28", SUBTENDED BY A CHORD OF 43.29 FEET, AT A BEARING OF N.56°38' FOR A DISTANCE OF 43.55 FEET TO THE END OF SAID CURVE; THENCE RUN N.22°26'25"E., FOR A DISTANCE OF 18.00 FEET TO A POINT ON CIRCULAR CURVE CONCAVE SOUTHERLY WHOSE RADIUS POINT BEARS S.21°59'32"W., FOR A DISTANCE OF 198.08 FEET THEREFROM, THENCE R WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 198.08 FEET, THROUGH A CENTRAL ANGLE OF 09°27'37", SU BY A CHORD OF 32.67 FEET, AT A BEARING OF N.72°44'17"W., FOR A DISTANCE OF 32.71 FEET TO THE END OF SAID CURVE, THENCE RUN N.77°10'03"W., FOR A DISTANCE OF 263.86 FEET; THENCE RUN N.66°55'51"W., FOR A DISTANCE OF 32.27 FEET TO A POINT ON THE WEST LI THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE RUN N.01°01'45"W., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID 23, FOR A DISTANCE OF 933.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING 26.193 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

NOTES

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

■	INDICATES PERMANENT REFERENCE MONUMENT SET (P.R.M.)
⊙	INDICATES PERMANENT CONTROL POINT (P.C.P.).
•	INDICATES POINTS OF INTERSECTION, POINTS OF CURVATUR OF TANGENCY, POINTS OF COMPOUND CURVATURE OR POIN REVERSE CURVATURE.
L1	INDICATES LINE IN LINE TABLE.
C1	INDICATES CURVE IN CURVE TABLE.
D.E.	INDICATES DRAINAGE EASEMENT.
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT.
L.C.U.	INDICATES LEE COUNTY UTILITY EASEMENT.
O.R.	INDICATES OFFICIAL RECORD BOOK.
PG.	INDICATES PAGE NUMBER.
R-O-W	INDICATES RIGHT-OF-WAY.
POB	INDICATES POINT OF BEGINNING.
POC	INDICATES POINT OF COMMENCEMENT.

AREA TABLE

LOT "1"	495,394.50 S.F. ±
LOT "2"	73,336.77 S.F. ±
LOT "3"	49,796.99 S.F. ±
LOT "4"	46,841.35 S.F. ±
LOT "5"	59,844.06 S.F. ±
LOT "6"	50,976.93 S.F. ±
LOT "7"	55,355.30 S.F. ±
LOT "8"	58,821.77 S.F. ±
LOT "9"	36,744.12 S.F. ±
TRACT "A"	65,414.44 S.F. ±
TRACT "A-1"	23,735.52 S.F. ±
TRACT "B"	124,721.69 S.F. ±
TOTAL	1,140,983.449 S.F. ±/26.193 ACRES ±

THIS INSTRUMENT WAS PREPARED B
JERRY L. RIFFELMACHER P.S.M. #61

HOLE MONTES
ENGINEERS-PLANNERS-SURVEYORS

6202-F Presidential
Fort Myers, FL. 3
Phone: (239) 985-
Florida Certific
Authorization No

REFERENCE NO.	04092PLAT	DRAWN BY

DOS2005-00356 / PLT2006-00020

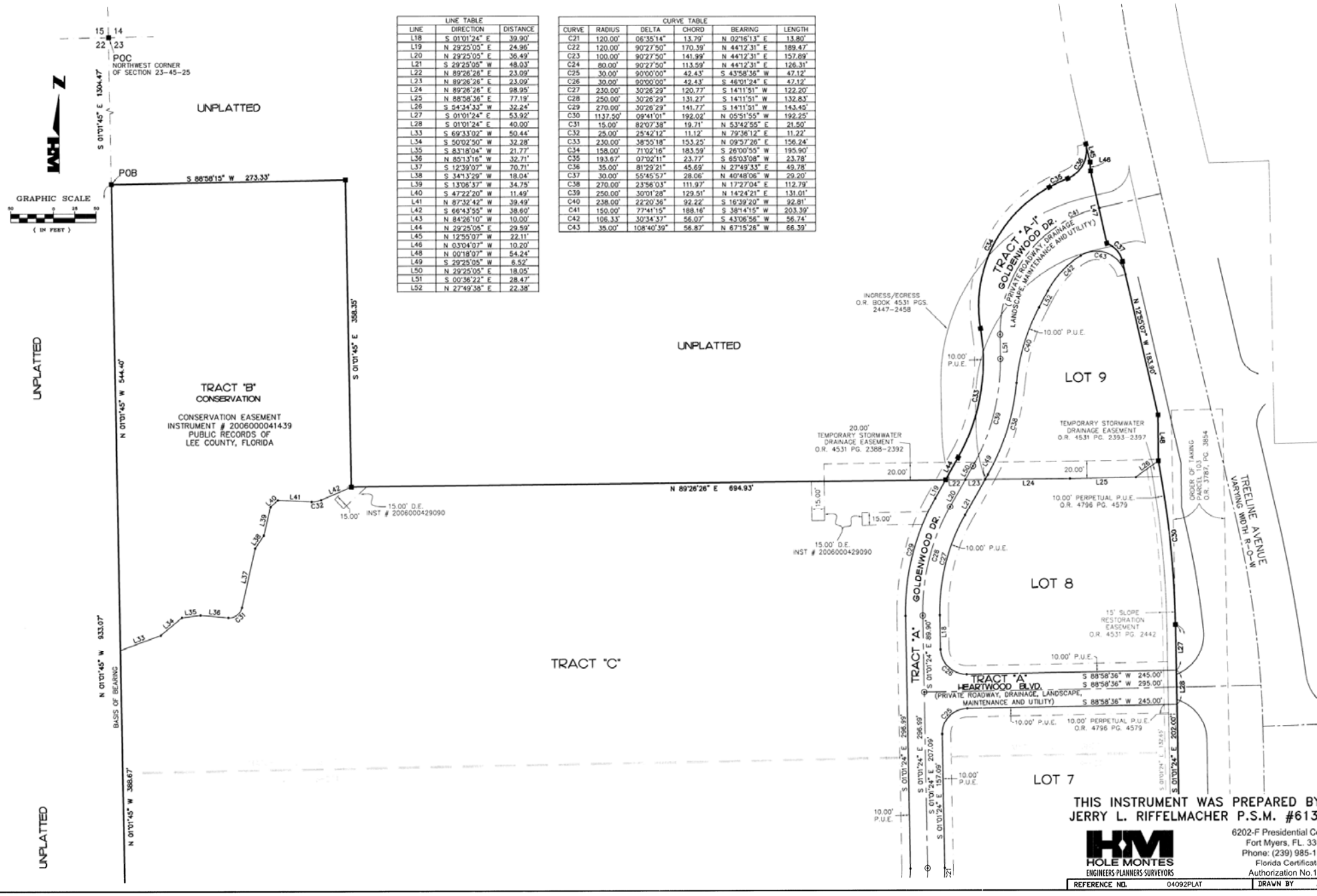
INSTR. # 2007000019462
SHEET 3 of 4

ARBORWOOD VILLAGE

A SUBDIVISION LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

LINE TABLE		
LINE	DIRECTION	DISTANCE
L18	S 01°01'24" E	39.90'
L19	N 29°25'05" E	24.96'
L20	N 29°25'05" E	36.49'
L21	S 29°25'05" W	48.03'
L22	N 89°26'26" E	23.09'
L23	N 89°26'26" E	23.09'
L24	N 89°26'26" E	98.95'
L25	N 88°58'36" E	77.19'
L26	S 54°34'33" W	32.24'
L27	S 01°01'24" E	53.92'
L28	S 01°01'24" E	40.00'
L33	S 69°33'02" W	50.44'
L34	S 50°02'50" W	32.28'
L35	S 83°18'04" W	21.77'
L36	N 85°13'16" W	32.71'
L37	S 12°39'07" W	70.71'
L38	S 34°13'29" W	18.04'
L39	S 13°06'37" W	34.75'
L40	S 47°22'20" W	11.49'
L41	N 87°32'42" W	39.49'
L42	S 66°43'55" W	38.60'
L43	N 84°26'10" W	10.00'
L44	N 29°25'05" E	29.59'
L45	N 12°55'07" W	22.11'
L46	N 03°04'07" W	10.20'
L48	N 00°18'07" W	54.24'
L49	S 29°25'05" W	8.50'
L50	N 29°25'05" E	18.05'
L51	S 00°38'22" E	28.47'
L52	N 27°49'38" E	22.38'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C21	120.00'	06°35'14"	13.79'	N 02°16'13" E	13.80'
C22	120.00'	90°27'50"	170.39'	N 44°12'31" E	189.47'
C23	100.00'	90°27'50"	141.99'	N 44°12'31" E	157.89'
C24	80.00'	90°27'50"	113.59'	N 44°12'31" E	126.31'
C25	30.00'	90°00'00"	42.43'	S 43°58'36" W	47.12'
C26	30.00'	90°00'00"	42.43'	S 46°01'24" E	47.12'
C27	230.00'	30°26'29"	120.77'	S 14°11'51" W	122.20'
C28	250.00'	30°26'29"	131.27'	S 14°11'51" W	132.83'
C29	270.00'	30°26'29"	141.77'	S 14°11'51" W	143.45'
C30	1137.50'	09°41'01"	192.02'	N 05°51'55" W	192.25'
C31	15.00'	82°07'38"	19.71'	N 53°42'55" E	21.50'
C32	25.00'	25°42'12"	11.12'	N 79°36'12" E	11.22'
C33	230.00'	38°55'18"	153.25'	N 09°57'26" E	156.24'
C34	158.00'	71°02'16"	183.59'	S 26°00'55" W	195.90'
C35	193.67'	07°02'11"	23.77'	S 65°03'08" W	23.78'
C36	35.00'	81°29'21"	45.69'	N 27°49'33" E	49.78'
C37	30.00'	55°45'57"	28.06'	N 40°48'06" W	29.20'
C38	270.00'	23°56'03"	111.97'	N 17°27'04" E	112.79'
C39	250.00'	30°01'28"	129.51'	N 14°24'21" E	131.01'
C40	238.00'	22°20'36"	92.22'	S 16°39'20" W	92.81'
C41	150.00'	77°41'15"	188.16'	S 38°14'15" W	203.39'
C42	106.33'	30°34'37"	56.07'	S 43°06'56" W	56.74'
C43	35.00'	108°40'39"	56.87'	N 67°15'26" W	66.39'



DOS2005-00356 / PLT2006-00020

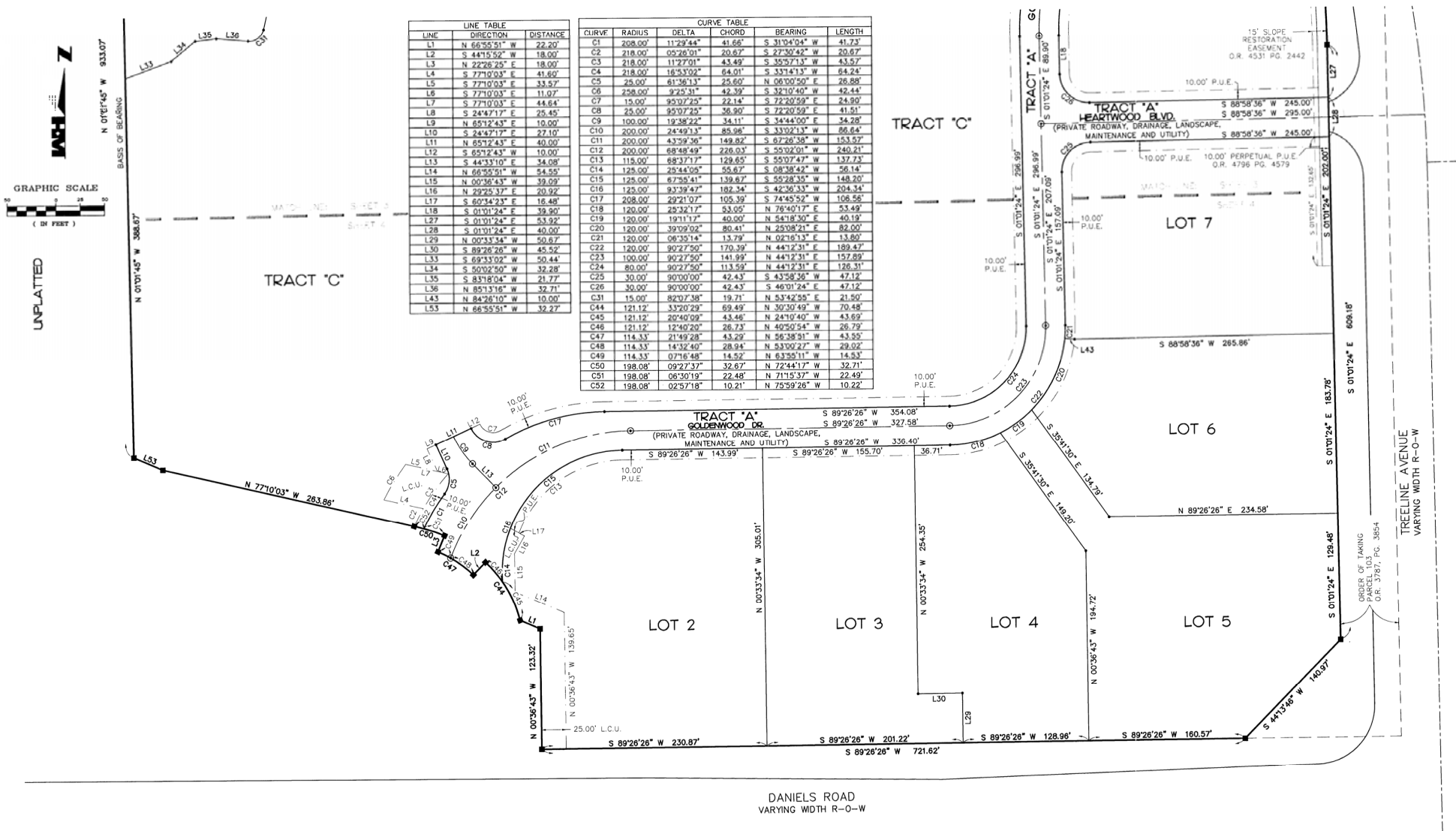
INSTR. # 2007 0000
SHEET 4 of 4

ARBORWOOD VILLAGE

A SUBDIVISION LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 66°55'51" W	22.20'
L2	S 44°15'52" W	18.00'
L3	N 22°26'25" E	18.00'
L4	S 77°10'03" E	41.60'
L5	S 77°10'03" E	33.57'
L6	S 77°10'03" E	11.07'
L7	S 77°10'03" E	44.64'
L8	S 24°47'17" E	25.45'
L9	N 65°12'43" E	10.00'
L10	S 24°47'17" E	27.10'
L11	N 65°12'43" E	40.00'
L12	S 65°12'43" W	10.00'
L13	S 44°33'10" E	34.08'
L14	N 66°55'51" W	54.55'
L15	N 00°36'43" W	39.09'
L16	N 29°25'37" E	20.92'
L17	S 60°34'23" E	16.48'
L18	S 01°01'24" E	39.90'
L27	S 01°01'24" E	53.92'
L28	S 01°01'24" E	40.00'
L29	N 00°33'34" W	50.67'
L30	S 89°26'26" W	45.52'
L33	S 69°33'02" W	50.44'
L34	S 50°02'50" W	32.28'
L35	S 83°18'04" W	21.77'
L36	N 85°13'16" W	32.71'
L43	N 84°26'10" W	10.00'
L53	N 66°55'51" W	32.27'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	208.00'	11°29'44"	41.66'	S 31°04'04" W	41.73'
C2	218.00'	05°26'01"	20.67'	S 27°30'42" W	20.67'
C3	218.00'	11°27'01"	43.49'	S 35°57'13" W	43.57'
C4	218.00'	16°53'02"	64.01'	S 33°14'13" W	64.24'
C5	25.00'	61°36'13"	25.60'	N 06°00'50" E	26.88'
C6	258.00'	9°25'31"	42.39'	S 32°10'40" W	42.44'
C7	15.00'	95°07'25"	22.14'	S 72°20'59" E	24.90'
C8	25.00'	95°07'25"	36.90'	S 72°20'59" E	41.51'
C9	100.00'	19°38'22"	34.11'	S 34°44'00" E	34.28'
C10	200.00'	24°49'13"	85.96'	S 33°02'13" W	86.64'
C11	200.00'	43°39'36"	149.82'	S 67°26'38" W	153.57'
C12	200.00'	68°48'49"	226.03'	S 55°02'01" W	240.21'
C13	115.00'	68°37'17"	129.65'	S 55°07'47" W	137.73'
C14	125.00'	25°44'05"	55.67'	S 08°38'42" W	56.14'
C15	125.00'	67°35'41"	139.67'	S 55°28'35" W	148.20'
C16	125.00'	93°39'47"	182.34'	S 42°36'33" W	204.34'
C17	208.00'	29°21'07"	105.39'	S 74°45'52" W	106.56'
C18	120.00'	25°32'17"	53.05'	N 76°40'17" E	53.49'
C19	120.00'	19°11'17"	40.00'	N 54°18'30" E	40.19'
C20	120.00'	39°09'02"	80.41'	N 25°08'21" E	82.00'
C21	120.00'	06°35'14"	13.79'	N 02°16'13" E	13.80'
C22	120.00'	90°27'50"	170.39'	N 44°12'31" E	189.47'
C23	100.00'	90°27'50"	141.99'	N 44°12'31" E	157.89'
C24	80.00'	90°27'50"	113.59'	N 44°12'31" E	126.31'
C25	30.00'	90°00'00"	42.43'	S 43°58'36" W	47.12'
C26	30.00'	90°00'00"	42.43'	S 46°01'24" E	47.12'
C31	15.00'	82°07'38"	19.71'	N 53°42'55" E	21.50'
C44	121.12'	33°20'29"	69.49'	N 30°30'49" W	70.48'
C45	121.12'	20°40'09"	43.46'	N 24°10'40" W	43.69'
C46	121.12'	12°40'20"	26.73'	N 40°50'54" W	26.79'
C47	114.33'	21°49'28"	43.29'	N 56°38'51" W	43.55'
C48	114.33'	14°32'40"	28.94'	N 53°00'27" W	29.02'
C49	114.33'	07°16'48"	14.52'	N 63°55'11" W	14.53'
C50	198.08'	09°27'37"	32.67'	N 72°44'17" W	32.71'
C51	198.08'	06°30'19"	22.48'	N 71°15'37" W	22.49'
C52	198.08'	02°57'18"	10.21'	N 75°59'26" W	10.22'



THIS INSTRUMENT WAS PREP
JERRY L. RIFFELMACHER P.S

HOLE MONTES
ENGINEERS PLANNERS SURVEYORS

6202-F
For
Pho
F
Au

REFERENCE NO. 04092PLAT

DOS2005-00356 / PLT2006-00020

DCI2023-00024 Lee County ePlan

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTURE

6200 Whiskey Creek Drive • Fort Myers, Florida 33919 • Phone: 239.985.1200 • Fax: 239.985.1258 • Fax: 239.985.1259

AFFIDAVIT

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

BEFORE ME, THE UNDERSIGNED AUTHORITY, DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JERRY L. RIFFELMACHER, WHO, AFTER BEING DULY SWORN, DEPOSED AND SAYS:

I AM A PROFESSIONAL SURVEYOR AND MAPPER HOLDING CERTIFICATE NO. 6130 UNDER THE LAWS OF THE STATE OF FLORIDA.

THE PLAT OF ARBORWOOD VILLAGE, RECORDED AS INSTRUMENT NUMBER 2007000019462, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION IN DECEMBER 2006 AND CERTIFIED BY ME. THE BOUNDARY SURVEY OF THE PROPERTY WHICH WAS PLATTED AND THE SETTING OF P.R.M.'s WAS ALSO DONE UNDER MY DIRECTION.

IT HAS COME TO MY ATTENTION THAT THERE IS A SCRIVENER'S ERROR SHOWN ON PAGES 3 AND 4 OF SAID PLAT.

PAGE 3 OF THE PLAT NOW INCORRECTLY REFERS TO LOT 1 AS TRACT C :

PAGE 4 OF THE PLAT NOW INCORRECTLY REFERS TO LOT 1 AS TRACT C AND DIMENSIONS TRACT A AS FOLLOWS :

C1; RADIUS 208.00' DELTA 11°29'44" CHORD DISTANCE 41.66' CHORD BEARING S 31°04'04" W ARC LENGTH 41.73'

C3; RADIUS 218.00' DELTA 11°27'01" CHORD DISTANCE 43.49' CHORD BEARING S 35°57'13" W ARC LENGTH 43.57'

C4; RADIUS 218.00' DELTA 16°53'02" CHORD DISTANCE 64.01' CHORD BEARING S 33°14'13" W ARC LENGTH 64.24'

C5; RADIUS 25.00' DELTA 61°36'13" CHORD DISTANCE 25.60 CHORD BEARING N 06°00'50" E ARC LENGTH 26.88'

C7; RADIUS 15.00' DELTA 95°07'25" CHORD DISTANCE 22.14' CHORD BEARING S 72°20'59" E ARC LENGTH 24.90'

Original Application Dated 06-06-2023

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

C8; RADIUS 25.00' DELTA 95°07'25" CHORD DISTANCE 36.90' CHORD BEARING S 72°20'59" E ARC LENGTH 41.51'

C9; RADIUS 100.00' DELTA 19°38'22" CHORD DISTANCE 34.11' CHORD BEARING S 34°44'00" E ARC LENGTH 34.28'

C10; RADIUS 200.00' DELTA 24°49'13" CHORD DISTANCE 85.96' CHORD BEARING S 33°02'13" W ARC LENGTH 86.64'

C11; RADIUS 200.00' DELTA 43°59'36" CHORD DISTANCE 149.82' CHORD BEARING S 67°26'38" W ARC LENGTH 153.57'

C13; RADIUS 115.00' DELTA 68°37'17" CHORD DISTANCE 129.68' CHORD BEARING S 55°07'47" W ARC LENGTH 137.73'

C14; RADIUS 125.00' DELTA 25°44'05" CHORD DISTANCE 55.67' CHORD BEARING S 08°38'42" W ARC LENGTH 56.14'

C15; RADIUS 125.00' DELTA 67°55'41" CHORD DISTANCE 139.67' CHORD BEARING S 55°28'35" W ARC LENGTH 148.20'

C16; RADIUS 125.00' DELTA 93°39'47" CHORD DISTANCE 182.34' CHORD BEARING S 42°36'33" W ARC LENGTH 204.34'

C45; RADIUS 121.12' DELTA 20°40'09" CHORD DISTANCE 43.46' CHORD BEARING N 24°10'40" W ARC LENGTH 43.69'

C46; RADIUS 121.12' DELTA 12°40'20" CHORD DISTANCE 26.73' CHORD BEARING N 40°50'54" W ARC LENGTH 26.79'

C53; WAS OMITTED COMPLETELY

L5; S 77°10'03" E 33.57'

L6; S 77°10'03" E 11.07'

L7; S 77°10'03" E 44.64'

L8; S 24°47'17" E 25.45'

L10; S 24°47'17" E 27.10'

L11; N 65°12'43" E 40.00'

L12; S 65°12'43" W 10.00'

L13; S 44°33'10" E 34.08'

L17; S 60°34'23" E 16.48'

THE COMMON LINE BETWEEN TRACT A AND LOT 2; S 89°26'6" W 143.99'

THE COMMON LINE BETWEEN TRACT A AND LOTS 2, 3, AND 4;
S 89°26'6" W 336.40'

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

THE CORRECT INFORMATION IS SHOWN ON THE ATTACHED EXHIBIT "A" (HMA DRAWING #E-406), AND IS LISTED AS FOLLOWS :

PAGE 4 :

C1; RADIUS 208.00' DELTA 15°30'34" CHORD DISTANCE 56.13' CHORD BEARING S 33°04'29" W ARC LENGTH 56.30'

C3; RADIUS 218.00' DELTA 10°36'04" CHORD DISTANCE 40.28' CHORD BEARING S 35°31'44" W ARC LENGTH 40.34'

C4; RADIUS 218.00' DELTA 16°02'05" CHORD DISTANCE 60.81' CHORD BEARING S 32°48'44" W ARC LENGTH 61.01'

C5; RADIUS 30.00' DELTA 80°59'56" CHORD DISTANCE 38.97 CHORD BEARING N 00°19'48" E ARC LENGTH 42.41'

C7; RADIUS 20.00' DELTA 74°42'34" CHORD DISTANCE 24.27' CHORD BEARING S 77°31'27" E ARC LENGTH 26.08'

C8; RADIUS 30.00' DELTA 74°42'34" CHORD DISTANCE 36.40' CHORD BEARING S 77°31'27" E ARC LENGTH 39.12'

C9; RADIUS 20.00' DELTA 80°59'56" CHORD DISTANCE 25.98' CHORD BEARING S 00°19'48" W ARC LENGTH 28.27'

C10; RADIUS 200.00' DELTA 29°12'14" CHORD DISTANCE 100.84' CHORD BEARING S 35°13'43" W ARC LENGTH 101.95'

C11; RADIUS 200.00' DELTA 39°36'36" CHORD DISTANCE 135.53' CHORD BEARING S 69°38'08" W ARC LENGTH 138.26'

C13; RADIUS 115.00' DELTA 67°49'19" CHORD DISTANCE 128.32' CHORD BEARING S 55°31'46" W ARC LENGTH 136.13'

C14; RADIUS 125.00' DELTA 24°16'28" CHORD DISTANCE 52.56' CHORD BEARING S 10°06'34" W ARC LENGTH 52.96'

C15; RADIUS 125.00' DELTA 67°11'38" CHORD DISTANCE 138.34' CHORD BEARING S 55°50'37" W ARC LENGTH 146.59'

C16; RADIUS 125.00' DELTA 91°28'06" CHORD DISTANCE 179.03' CHORD BEARING S 43°42'23" W ARC LENGTH 199.55'

C45; RADIUS 121.12' DELTA 23°26'35" CHORD DISTANCE 49.21' CHORD BEARING N 25°33'52" W ARC LENGTH 49.56'

C46; RADIUS 121.12' DELTA 09°53'54" CHORD DISTANCE 20.90' CHORD BEARING N 42°14'07" W ARC LENGTH 20.92'

C53; RADIUS 20.00' DELTA 08°53'22" CHORD DISTANCE 3.10' CHORD BEARING N 36°23'06" E ARC LENGTH 3.10'

L5; S 77°10'03" E 25.51'

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

L6; S 77°10'03" E 18.83'

L7; S 77°10'03" E 44.34'

L8; N 57°15'49" E 24.09'

L10; N 49°49'50" E 10.00'

L11; N 57°39'05" E 40.38'

L12; S 49°49'50" W 10.00'

L13; S 40°10'10" E 58.46'

L17; S 60°34'23" E 19.44'

THE COMMON LINE BETWEEN TRACT A AND LOT 2; S 89°26'6" W 147.16'

THE COMMON LINE BETWEEN TRACT A AND LOTS 2, 3, AND 4;
S 89°26'6" W 339.57'

THE ABOVE DESCRIBED TRACTS HAVE BEEN RESURVEYED WITHIN THE LAST TEN DAYS TO ESTABLISH THE CORRECT LOT LINES. NO EVIDENCE EXISTED AT THAT TIME INDICATING ANY CONFLICTS WITH THESE CORRECTIONS.

THIS AFFIDAVIT IS RECORDED TO PUT ON RECORD THE TRUE DATA FOR THE TRACTS QUESTION AS SURVEYED AND SHOWN ON SAID PLAT.

HOLE, MONTES & ASSOCIATES, INC.

BY _____
JERRY L. RIFFELMACHER, AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 DAY OF September, A.D. 2007.

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

NOTARY PUBLIC STATE OF FLORIDA
Darlene Denton
Commission # DD371749
Expires November 15, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

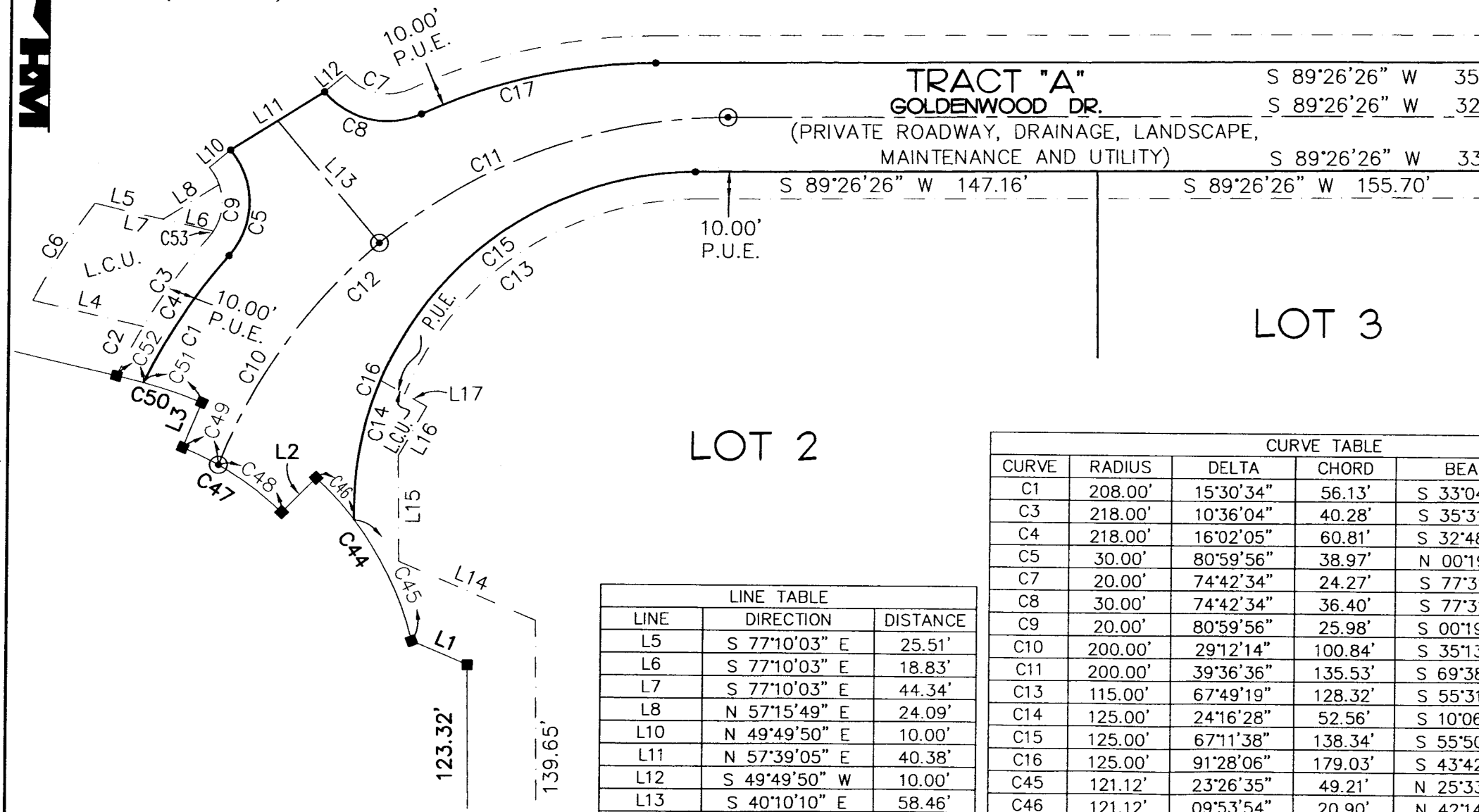
MY COMMISSION EXPIRES: 11/15/08

DCI2023-00024 Lee County ePlan

GRAPHIC SCALE

50 0 25 50

(IN FEET)



LINE TABLE		
LINE	DIRECTION	DISTANCE
L5	S 77°10'03" E	25.51'
L6	S 77°10'03" E	18.83'
L7	S 77°10'03" E	44.34'
L8	N 57°15'49" E	24.09'
L10	N 49°49'50" E	10.00'
L11	N 57°39'05" E	40.38'
L12	S 49°49'50" W	10.00'
L13	S 40°10'10" E	58.46'
L17	S 60°34'23" E	19.44'

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD	BEA
C1	208.00'	15°30'34"	56.13'	S 33°04
C3	218.00'	10°36'04"	40.28'	S 35°3
C4	218.00'	16°02'05"	60.81'	S 32°48
C5	30.00'	80°59'56"	38.97'	N 00°19
C7	20.00'	74°42'34"	24.27'	S 77°3
C8	30.00'	74°42'34"	36.40'	S 77°3
C9	20.00'	80°59'56"	25.98'	S 00°19
C10	200.00'	29°12'14"	100.84'	S 35°13
C11	200.00'	39°36'36"	135.53'	S 69°38
C13	115.00'	67°49'19"	128.32'	S 55°31
C14	125.00'	24°16'28"	52.56'	S 10°06
C15	125.00'	67°11'38"	138.34'	S 55°50
C16	125.00'	91°28'06"	179.03'	S 43°42
C45	121.12'	23°26'35"	49.21'	N 25°33
C46	121.12'	09°53'54"	20.90'	N 42°14
C53	20.00'	08°53'22"	3.10'	N 36°23

*** NOT A SURVEY ***

SEC-TWN-RGE: 23-45-25	
DRAWN BY: AK	DATE 09/07
CHECKED BY: JLR	DRAWING NO. E-406

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTS

6224 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

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

EXHIBIT

N:\2004\2004032\DWG\FUTURROW-REV.dwg 1&8: PAGE 1 Sep 06, 2007 - 3:24pm Plotted by: adamkehres

120 50

INSTR # 6571074
OR BK 04531 Pgs 2398 - 2411; (14pgs)
RECORDED 12/17/2004 02:57:30 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 120.50
DEPUTY CLERK C Keller

Prepared By:
Jonathan T. Johnson, Esq.
Hopping, Green & Sams, P.A.

After Recording Return to:
Jonathan T. Johnson, Esq.
Hopping Green & Sams, P.A.
123 South Calhoun Street
Tallahassee, Florida 32301

COST SHARING AGREEMENT BETWEEN J & E LIEBERT, LLP, AND THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

THIS COST SHARING AGREEMENT ("Agreement") is made effective the 15th day of December, 2004, by and between the **ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government created and existing pursuant to Chapter 190, Florida Statutes (the "District"), and located in the City of Fort Myers, Lee County, Florida, and **J & E LIEBERT, LLP**, a Florida limited liability partnership, whose address is 4602 Oak Leaf Drive, Naples, Florida 33999 ("Liebert").

14

RECITALS:

WHEREAS, the District was established by Rule Chapter No. 42RR-1, Florida Administrative Code, by the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, water and sewer utilities, stormwater management, entranceway improvements and other infrastructure; and

WHEREAS, the State of Florida previously has constructed a borrow pit lake that is located adjacent to the District and identified in the attached **Exhibit A** ("Lake"); and

WHEREAS, Worthington Holdings Southwest, LLC ("Worthington"), is the owner of the property, including the Lake and the surrounding wetlands ("Wetlands"), described in the legal description attached as **Exhibit B** ("Worthington Property"), which is located adjacent to the District; and

WHEREAS, Liebert is the owner of the property described in the legal description attached as **Exhibit C** ("DanTree Commercial Center Property"), which is located south of the Lake and the Wetlands; and

WHEREAS, the District shall construct Treeline Avenue, a public road, on land owned by Worthington, Lee County and/or the District that shall be located adjacent to the Lake and the Wetlands as depicted in the attached **Exhibit A** ("Road"); and

WHEREAS, the Lake and the Wetlands shall be used as mitigation for permitting wetland impacts pursuant to the South Florida Water Management District ("SFWMD") ERP and U.S. Army Corps of Engineers 404 Permits for Treeline Avenue; and

WHEREAS, the Lake and the Wetlands shall be conveyed to the District by Worthington subject to a separate Fill Removal Agreement between Worthington and the contract purchaser of the DanTree Commercial Center Property, and shall be utilized as a joint use stormwater drainage facility by Worthington for the Worthington Property, by the District for a portion of the Road (Treeline Avenue – Drainage Basin "C"). Subject to approval of pending SFWMD ERP Permit Modification applications, the Lake and the Wetlands shall also be utilized as the stormwater drainage facility by the Off-Site Drainage Area (hereinafter defined) as identified in the attached **Exhibit A**; and

WHEREAS, subject to approval of pending SFWMD ERP Permit Modification applications, the Lake and the Wetlands shall also be utilized as the stormwater drainage facility by Liebert for the DanTree Commercial Center Property as identified in the attached **Exhibit A**; and

WHEREAS, the District shall be primarily responsible for the construction and initial mitigation efforts, monitoring, maintenance and repair of the Lake and Wetlands in accordance with the Minimum Standards required by the SFWMD ERP Permit Number 36-2899-S and any subsequent permit modifications for a portion of Treeline Avenue, as identified in this Agreement; and

WHEREAS, the District has entered or expects to enter into a separate easement agreement with Worthington to enable the District to construct, mitigate, monitor, maintain and repair the Lake and Wetlands; and

WHEREAS, the District and Liebert desire to enter into this Agreement to set forth the terms and conditions by which Liebert shall contribute to the costs of monitoring, maintaining and repairing the Lake and Wetlands; and

WHEREAS, the District and Worthington have entered or shall enter into a similar Agreement to set for the terms and conditions by which Worthington shall contribute to the costs of monitoring, maintaining and repairing the Lake and Wetlands; and

WHEREAS, at some future date, prior to development of the property located east of Treeline Avenue, south of Arborwood and labeled "Offsite Drainage Area" in the attached **Exhibit A**, the District and the owner(s) of the Offsite Drainage Area parcel(s) shall enter into a similar Agreement(s), subject to approval of SFWMD ERP Permit(s), to set forth the terms and conditions by which the owner(s) of the Offsite Drainage Area property shall contribute to the costs of monitoring, maintaining and repairing the Lake and the Wetlands; and

WHEREAS, the District has determined that it is in its best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the District and Liebert agree as follows:

1. Recitals Confirmed. The parties confirm that the above stated recitals are true and correct.

2. Maintenance Agreements and Cost Sharing.

a. Shared Expenses. The District shall operate, mitigate, monitor, repair and maintain the Lake and Wetlands subject to the conditions and requirements ("Minimum Standards") contained in SFWMD ERP Permit Numbers 36-2899-S as modified by Application No. 041018-5 for Treeline Avenue and Permit Number 36-04853-P as modified by Application No. 041001-15 for DanTree Commercial Center ("Permits"). Upon completion of the construction, required mitigation and the certification of the required improvements as required by the Permits, the District, Liebert, subject to approval of pending SFWMD ERP Permit Modifications applications, and Worthington shall share all expenses incurred in connection with the District's monitoring, repair and maintenance of the Lake and Wetlands pursuant to the Minimum Standards required by the Permits, and any improvements or equipment located therein as hereafter provided (the "Shared Expenses"). On a comparative acreage basis, Worthington shall be responsible for 10.5% of the Shared Expenses, Liebert shall be responsible for 54.1% of the Shared Expenses and the District shall be responsible for 35.4% of the Shared Expenses based on the following acreages:

Current Responsibility

Worthington Property	4.84 Acres, 10.5%
DanTree Commerce Center Property	25.05 Acres, 54.1%
Treeline Avenue (portion that drains to Lake & Wetlands)	16.40 Acres, 35.4%
Total	46.29 Acres, 100%

Future Responsibility

Worthington Property	4.84 Acres, 2.6%
DanTree Commerce Center Property	25.05 Acres, 13.2%
Treeline Avenue (portion that drains to Lake & Wetlands)	16.40 Acres, 8.7%
Off-Site Drainage Area	143.04 Acres, 75.5%
Total	189.33 Acres, 100%

The entities listed in the table above shall be responsible for their respective percentages of the Shared Expenses under the Future Responsibility Schedule prior to the issuance of SFWMD Permits for all or a portion of the Off-Site Drainage Area and subsequent to notification to the District of the application for the Permits. If only a portion of the Off-Site Drainage Area is

developed and obtains SFWMD Permits, then the Future Responsibility percentages shall be adjusted to include only the developed and permitted areas.

b. Additional Maintenance Agreements. Liebert may enter into a separate agreement with the District for the provision of additional Lake and Wetlands mitigation, monitoring, maintenance and/or repair. Liebert shall be solely responsible for the payment of any additional expenses incurred by the District that are associated with any additional mitigation, monitoring, maintenance and/or repair of the Lake and Wetlands.

c. Payment. Within fourteen (14) days after the District annually prepares its preliminary budget that includes the Shared Expenses reasonably allocated to the Lake and Wetlands, the District shall provide a copy of the preliminary budget and the District's estimation of Liebert's portion of the Shared Expenses to Liebert for review. The District's fiscal year begins on October 1 of each year and continues through September 30 of the following year. On or before September 30 of each fiscal year, Liebert shall make a lump sum payment to the District equal to its allocated percentage of the budgeted Shared Expenses for the following fiscal year as calculated above. At the conclusion of each fiscal year, the District shall compare the actual annual expenses for use, operation, mitigation, monitoring, maintenance and repair allocable to the Lake and the Wetlands with the amount previously paid by Liebert for that fiscal year. Based on this comparison, the District shall determine whether there has been an underpayment or an overpayment by Liebert for the prior fiscal year. If there has been an overpayment, the amount of the overpayment shall be credited toward Liebert's portion of the Shared Expenses for the following fiscal year. If there has been an underpayment, the District shall provide Liebert with an invoice for the amount of the underpayment. Liebert shall pay such invoice within thirty (30) days of receipt. If such invoice is paid in full within this thirty-day period, no interest shall accrue on the underpayment.

d. Inspection of Records; Payment Disputes. Upon request, the District shall make available to Liebert for review at a reasonable time and place, its books and records with respect to the Shared Expenses. In the event of a dispute between the parties relating to the reimbursement of Shared Expenses, Liebert shall pay the amount requested by the District in the time frame set forth above. Liebert shall give written notice accompanying the payment stating that it disputes the amount of the payment. Payment in this manner shall not waive the right of Liebert to dispute the correct amount of such required payment.

e. Maintenance. If the District fails to mitigate, monitor, maintain or repair the Lake and Wetlands in accordance with the Minimum Standards required by the Permits, Liebert shall provide written notice to the District of such deficiencies. If the District does not commence curing such deficiency within thirty (30) days after receipt of the notice from Liebert, Liebert may cure such deficiency. If Liebert elects to cure the deficiency, the District, its successors or assigns, shall reimburse Liebert for the District's pro rata share of any reasonable costs associated with completing such cure within thirty (30) days of receipt of an invoice from Worthington for expenses incurred.

3. Permits. Liebert and the District acknowledge that the construction, operation, mitigation, monitoring, maintenance and repair of the Lake, the Wetlands and the Road are

subject to certain conditions and requirements contained in the Permits. Liebert and the District represent and warrant to one another that each party shall comply with all applicable provisions of the Permits, as well as all other permits obtained or to be obtained in connection with development of the Worthington Property, the DanTree Commercial Center Property, the Lake, the Wetlands and the Road respectively. Liebert shall hold harmless and indemnify the District from loss, cost, damage or expense incurred by the District and arising as a result of a violation by Liebert of the requirements of the Permits and any other applicable permits or development requirements.

4. Notices. All notices, requests and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Liebert:
J & E Liebert, LLP
4602 Oak Leaf Drive
Naples, Florida 33999
Telephone: (239) 566-7914
Facsimile: (239) 566-8969
Attn: Jack Liebert

With a copy to:
Henderson, Franklin, Starnes & Holt
P.O. Box 280
Fort Myers, Florida 33902-0280
Telephone: (239) 337-8428
Facsimile: (239) 334-4100
Attn: Tom Gunderson, Esq.

B. If to District:
Arborwood Community Development District
210 N. University Drive, Suite 800
Coral Springs, Florida 33071
Telephone: (954) 753-5841
Facsimile: (954) 345-1292
Attn: District Manager

With a copy to:
Hopping Green & Sams, P.A.
123 South Calhoun Street
Post Office Box 6526
Tallahassee, Florida 32314
Telephone: (850) 222-7500
Facsimile: (850) 224-8551
Attn: Jonathan T. Johnson, Esq.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery to the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in the name or address to which Notices shall be sent providing the same on five (5) days written notice to the parties and addresses set forth herein.

5. Termination. This Agreement shall remain in effect until such time as the District's construction, operation, mitigation, monitoring, maintenance and repair responsibilities and Permit obligations relating to the Lake and Wetlands have been transferred to another entity who has agreed to take on the construction, operation, mitigation, monitoring, maintenance and repair of the Lake and Wetlands.

6. Interest and Attorneys' Fees. Any payment under this Agreement due from either party to the other party shall bear interest at the highest permissible rate of interest under the laws of the State of Florida from the date such payment is due pursuant to this Agreement. In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including, but not limited to, reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution, and including fees and costs incurred in appellate proceedings.

7. Binding Effect. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the District and Liebert and any subsequent owners of the DanTree Commercial Center Property. Liebert agrees herein that any subsequent owners of the DanTree Commercial Center Property, in whole or in part, shall take title to such property subject to the provisions of this Agreement.

8. Recording. Once this Agreement has been executed, it shall be recorded in the Official Records of Lee County, Florida.

9. Assignment. This Agreement may not be assigned, in whole or in part, by the District without the prior written consent of Liebert or any subsequent owners of the DanTree Commercial Center Property. Any purported assignment without such approval shall be void. This Agreement may be assigned, in whole or in part, by Liebert to any subsequent owner of the DanTree Commercial Center Property without the prior written consent of the District; however, Liebert shall give one (1) months written notice to the District prior to any such assignment of this Agreement to any subsequent owner of the DanTree Commercial Center Property. Upon assignment satisfactory to the District, Liebert shall be released from all obligations hereunder.

10. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited

waiver of immunity or limits of liability that have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statutes, and nothing in this Agreement 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.

11. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

[REMAINDER OF SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Liebert have each caused their duly authorized officers to execute this Cost Sharing Agreement as of the date and year first above-written.

Attest:

Print Name: GLENN OLIVERETT
Its: Secretary, ASSISTANT

ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT

By: _____
John Asher, Chairman

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 14TH day of DECEMBER, 2004, by John Asher, the Chairman of the ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT.

_____
BARBARA GEORGE
(Print Name)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check of the above]
Type of Identification Produced
_____

Barbara George
My Commission DD039430
Expires September 17 2005

Signed, seal and delivered
in the presence of

Name: JOHN ASHER

Name: Kristen A. Bumgarner

J & E LIEBERT, LLP,
a Florida limited liability partnership,

Jack Liebert, Partner

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15th day of December, 2004, by Jack Liebert, as Partner of J & E LIEBERT, LLP, a Florida limited liability partnership, on behalf of the company.

Kristen A Bumgarner
My Commission DD133673
Expires August 16, 2006

Print Name: Kristen A. Bumgarner
NOTARY PUBLIC, State of Florida
Commission # DD133673
My Commission Expires: August 16, 2006
Personally Known _____
or Produced I.D.
[check one of the above]
Type of Identification Produced

EXHIBIT "A"

SCALE 1"=500'

community engineering services, inc.
8991 Daniels Center Drive, Suite 103
Fort Myers, FL 33912
(239)936-9777 Fax (239)936-0064

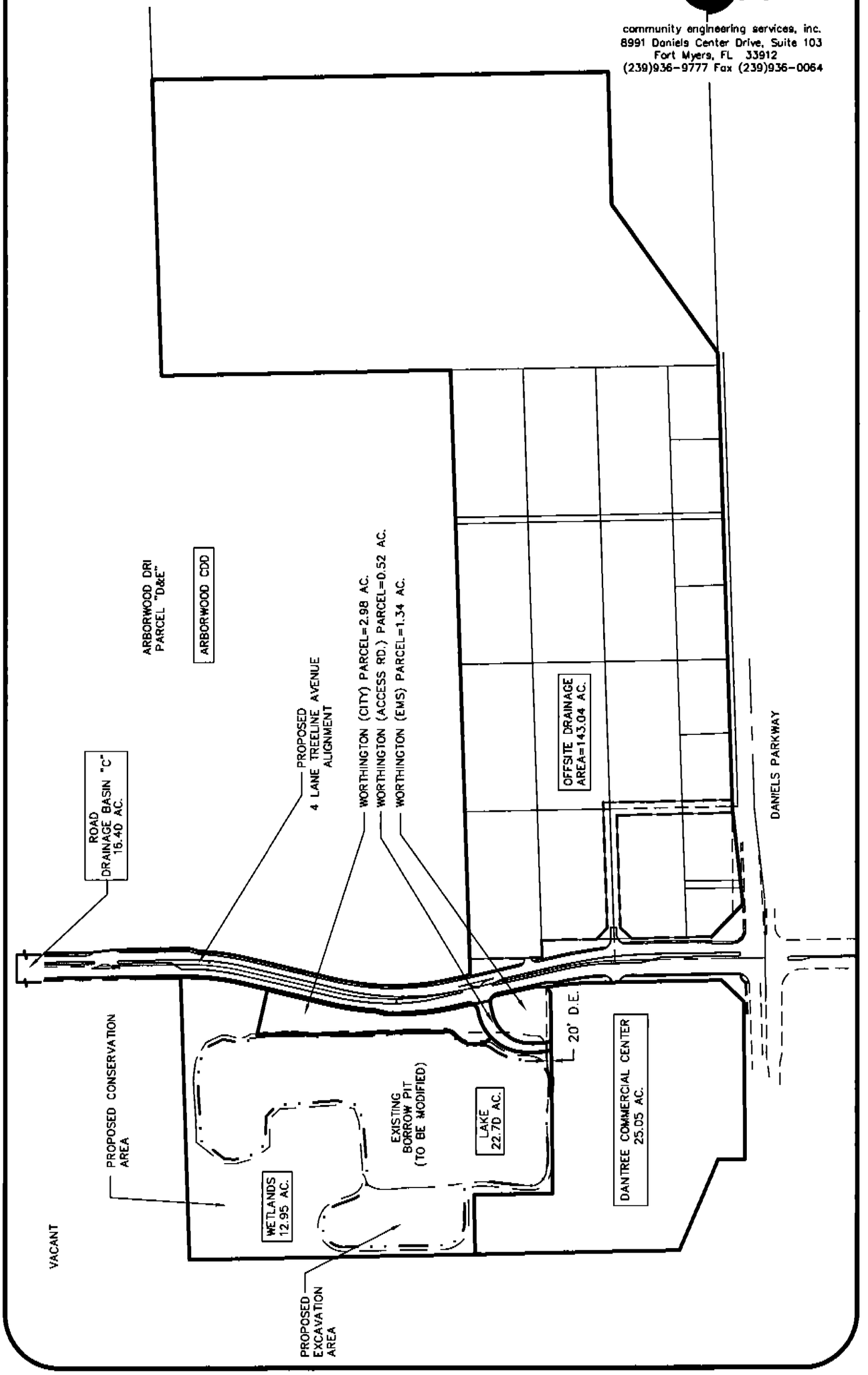


EXHIBIT "B"

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST,
LEE COUNTY, FLORIDA

(TREELINE ROSS PARCEL EXHIBIT B 11-10-04)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE N.88°10'10"E. ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 1,293.63 FEET; THENCE S.01°04'28"E., A DISTANCE OF 1.19 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.89°01'38"W., A RADIAL DISTANCE OF 1,137.50 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°27'27", A DISTANCE OF 287.03 FEET; THENCE S.13°29'05"W., A DISTANCE OF 406.80 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,262.50 FEET AND A CENTRAL ANGLE OF 09°39'34"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 212.84 FEET; THENCE S.14°33'39"W., A DISTANCE OF 53.27 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.88°31'49"E., A RADIAL DISTANCE OF 1,273.50 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°23'18", A DISTANCE OF 319.81 FEET; THENCE S.12°55'07"E., A DISTANCE OF 62.74 FEET; THENCE S.03°04'07"E., A DISTANCE OF 10.20 FEET; THENCE S.12°40'04"E., A DISTANCE OF 86.29 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.21°18'55"W., A RADIAL DISTANCE OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 55°45'57", A DISTANCE OF 29.20 FEET; THENCE S.12°55'07"E., A DISTANCE OF 183.90 FEET; THENCE S.00°18'07"E., A DISTANCE OF 54.24 FEET; THENCE S.54°34'33"W., A DISTANCE OF 32.24 FEET; THENCE S.88°58'36"W., A DISTANCE OF 77.19 FEET; THENCE S.89°26'26"W., A DISTANCE OF 840.05 FEET; THENCE N.01°01'45"W., A DISTANCE OF 358.35 FEET; THENCE S.88°58'15"W. FOR 273.32 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 23; THENCE N.01°01'45"W. ALONG SAID WEST LINE FOR 1,304.47 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 43.21 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING N.01°01'45"W.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Community Engineering Services, Inc. LB #6572
8991 Daniels Center Drive, Suite 103
Fort Myers, FL 33912

Signed: _____

Date: 11/4/04

Sheet 1 of 2

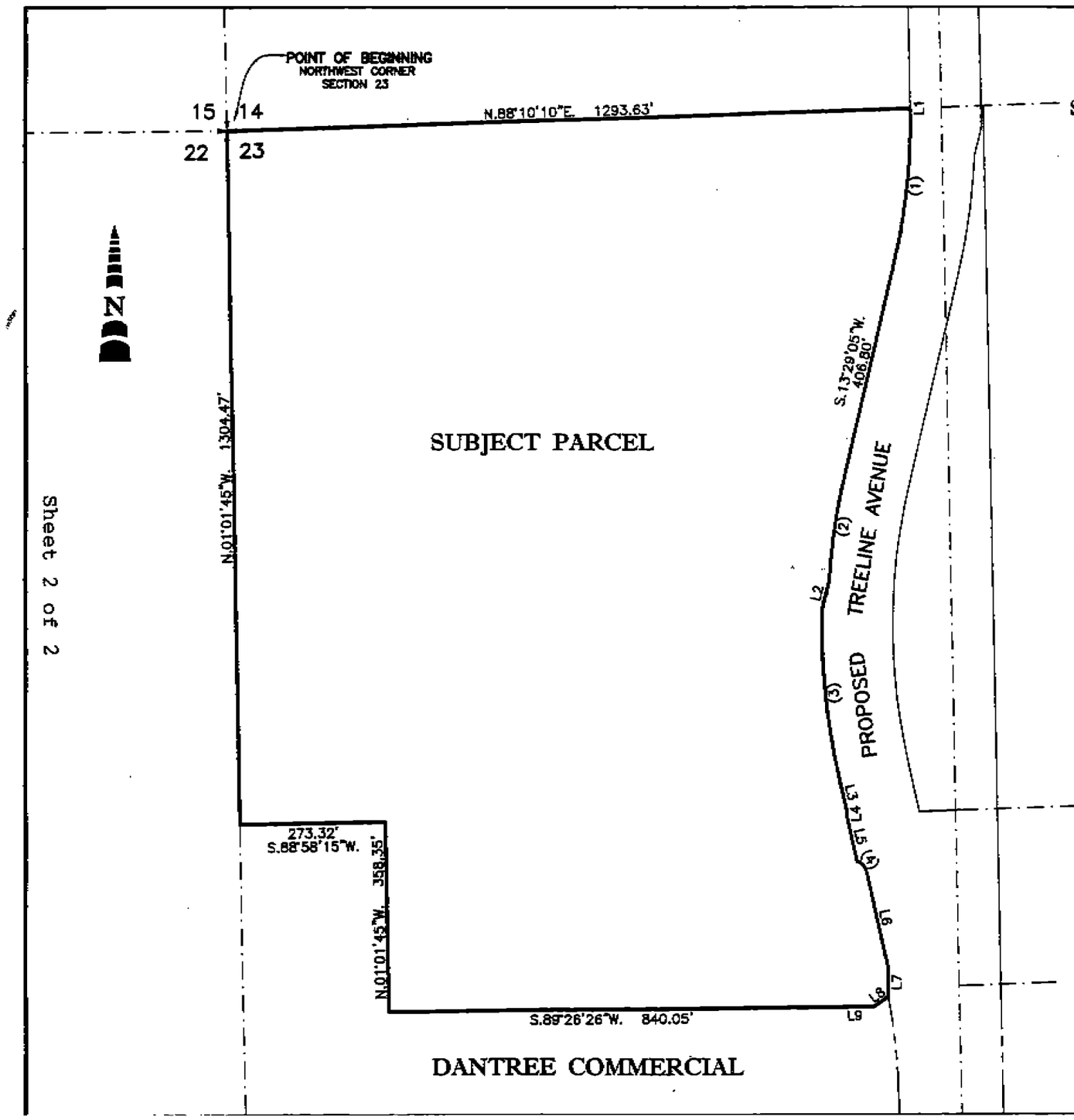
DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

EXHIBIT "B"

SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



LINE TABLE

Line	Bearing	Distance
L1	S.01°04'28"E.	1.19'
L2	S.14°33'39"W.	53.27'
L3	S.12°55'07"E.	62.74'
L4	S.03°04'07"E.	10.20'
L5	S.12°40'04"E.	86.29'
L6	S.12°55'07"E.	183.90'
L7	S.00°18'07"E.	54.24'
L8	S.54°34'33"W.	32.24'
L9	S.88°58'36"W.	77.19'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	1137.50'	14°27'27"	287.03'	286.27'	S.06°15'22"W.
2	1262.50'	09°39'34"	212.84'	212.59'	S.08°39'18"W.
3	1273.50'	14°23'18"	319.81'	318.97'	S.05°43'28"E.
4	30.00'	55°45'57"	29.20'	28.06'	S.40°48'06"E.

*** THIS IS NOT A SURVEY ***

11/10/04

DENIS J. O'CONNELL, JR., PROFESSIONAL SURVEYOR AND MAPPER LS# 5430 DATE SIGNED

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

TREELINE ROSS PARCEL EXHIBIT "B" 11-10-2004

TITLE: SKETCH OF DESCRIPTION

COMMUNITY ENGINEERING SERVICES, INC.
CIVIL ENGINEERING · SURVEYING · PROJECT MANAGEMENT
EB-0006613 LB 6572
8991 Daniels Center Drive, Suite 103
Fort Myers, Florida 33912
Telephone (239) 936-9777 Fax (239) 936-0064

FILE NAME	PROJECT NO.	SHEET
ARBORWOOD ROSS PARCEL B 11-10-04.DWG	3737	1 OF 1

SURVEY DATE	DRAWN BY	SCALE	CHECKED BY	FILE NO. (S-T-R)
11-10-2004	DJO	NOT TO SCALE	JEF/DJO	23-46-25

EXHIBIT C

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST,
LEE COUNTY, FLORIDA
(DAN-TREE COMMERCIAL PARCEL)
(03-03-2003)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.01°01'45"E. ALONG THE WEST LINE OF SAID SECTION 23 FOR 1304.47 FEET TO THE **POINT OF BEGINNING**; THENCE N.88°58'15"E. FOR 273.32 FEET; THENCE S.01°01'45"E. FOR 358.35 FEET; THENCE N.89°26'26"E. FOR 840.05 FEET; THENCE N.88°58'36"E. FOR 77.19 FEET; THENCE N.54°34'33"E. FOR 32.24 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1137.50 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.79°17'34"E.; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°41'01" FOR 192.25 FEET TO A POINT ON THE WEST LINE OF PARCEL 103 PER ORDER OF TAKING AS RECORDED IN OFFICIAL RECORDS BOOK 3787 AT PAGE 3854 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.01°01'24"E. ALONG THE WEST LINE OF SAID PARCEL 103 FOR 609.18 FEET; THENCE S.44°13'46"W. ALONG THE WEST LINE OF SAID PARCEL 103 FOR 140.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DANIELS ROAD; THENCE S.89°26'26"W. ALONG SAID NORTH LINE OF DANIELS ROAD FOR 721.62 FEET; THENCE N.00°36'43"W. FOR 123.32 FEET; THENCE N.66°55'51"W. FOR 451.85 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 23; THENCE N.01°01'45"W. ALONG SAID WEST LINE OF SAID SECTION 23 FOR 933.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 25.05 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Community Engineering Services, Inc. LB #6572
Key West Professional Center
1342 Colonial Boulevard, Suite C-24
Fort Myers, FL 33908

Signed: _____

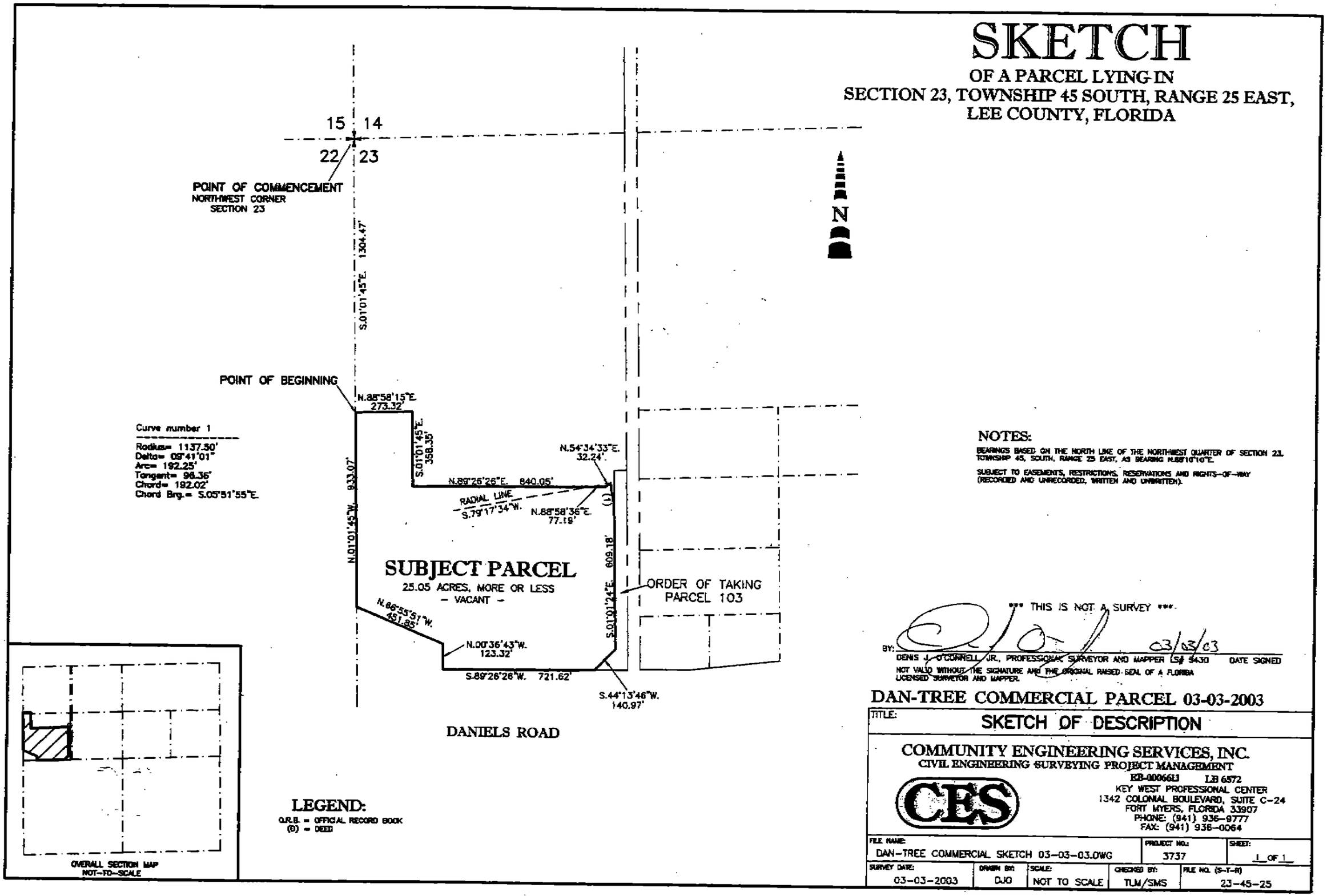
Date: _____

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



NOTES:

BEARINGS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 45, SOUTH, RANGE 25 EAST, AS BEARING N.88°10'10"E.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

*** THIS IS NOT A SURVEY ***

BY: 03/03/03

DENIS J. O'CONNELL, JR., PROFESSIONAL SURVEYOR AND MAPPER LS# 5430 DATE SIGNED

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

DAN-TREE COMMERCIAL PARCEL 03-03-2003

TITLE: SKETCH OF DESCRIPTION

COMMUNITY ENGINEERING SERVICES, INC.
CIVIL ENGINEERING SURVEYING PROJECT MANAGEMENT
EB-0006613 LB 6572
KEY WEST PROFESSIONAL CENTER
1342 COLONIAL BOULEVARD, SUITE C-24
FORT MYERS, FLORIDA 33907
PHONE: (941) 936-9777
FAX: (941) 936-0064

FILE NAME:	PROJECT NO.:	SHEET:
DAN-TREE COMMERCIAL SKETCH 03-03-03.DWG	3737	1 OF 1

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
03-03-2003	DJO	NOT TO SCALE	TLM/SMS	23-45-25

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

Prepared by:
Victor L. Stosik, Esq.
703 Waterford Way
Suite 800
Miami, Florida 33126-4677

GRANT OF TEMPORARY DRAINAGE EASEMENT

THIS GRANT OF TEMPORARY DRAINAGE EASEMENT is made this 9th day of Nov., 2006, by DP-TA ASSOCIATES, LTD., a Florida limited partnership ("Grantor"), with an address of 703 Waterford Way, Suite 800, Miami, Florida 33126, and ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC. a Florida not for profit corporation with an address of 703 Waterford Way, Suite 800, Miami, Florida 33126 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of certain real property located in Lee County , Florida, and which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Grantor is presently improving and developing the Property as an integrated community containing commercial/retail and/or residential uses by the name of Arborwood Village ("Arborwood Village"); and

WHEREAS, the Grantor is selling individual tracts located in Arborwood Village to various buyers; and

WHEREAS, in conjunction with this plan of development of Arborwood Village, the Grantor desires to grant to the Grantee for the benefit of Grantee and future owners of the Property a non-exclusive perpetual drainage easement over the property described on attached Exhibit "B" ("Easement Property") lying within the Property; are

WHEREAS, the Grantee will be responsible to maintain the Easement Property as well as other drainage structures and drainage easements so that the drainage from Arborwood Village can drain into the Arborwood Ross Lake owned and maintained by the Arborwood Community Development District.

NOW, THEREFORE, in consideration of the sum of TEN and no/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

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

2. Grant of Easement. The Grantor hereby grants, conveys, bargains and sells to the Grantee, and its successors and/or assigns, a perpetual non-exclusive drainage easement over and across the Easement Property, subject to the terms and conditions contained in this Grant. This easement is for the benefit of the Property. Grantee shall be responsible for the cost of maintaining and/or repairing any drainage pipes or other drainage structures installed or constructed by DP-TA or its successors and/or assigns in the Easement Property. The Grantee shall perform all work in the constructed Easement Property in a diligent, non-obtrusive manner, and shall return the construction area to its immediately prior condition promptly upon completion of the Grantee's work, including all costs associated with complying with all requirements of the appropriate municipal authorities.

3. Temporary Grant. The Grantee acknowledges that this easement is non-exclusive and temporary in nature and that once the Grantor has obtained final site plan approval for the Grantor's entire parcel (the "Final Site Plan"), the Grantor covenants that it will grant a perpetual stormwater drainage easement to the Grantee across an easement area designated by the Grantor in accordance with the Final Site Plan. The Grantor shall be responsible for design, permits, construction, and all associated costs to relocate the temporary stormwater drainage facilities to the permanent location in accordance with the Final Site Plan. The Grantor shall also be responsible for the legal fees to provide the perpetual stormwater drainage easement.

4. Indemnity. The Grantee shall indemnify and hold the Grantor harmless from any and all claims, losses, liabilities, obligations or liens arising out of or in any way related to the Grantee's work on the Property.

5. Reservation of Rights. The Grantor reserves the right and privilege to use the Easement Property in common with the Grantee for all purposes.

6. Relocation of Easement Property. The Grantor expressly reserves the right to change the location of the Easement Property at any time provided the relocation does not interrupt service and the points of origin of the Easement Property are not moved. In the event the Grantor relocates the Easement Property, then the Grantor shall pay the entire cost of installing/relocating the drainage facilities, including all costs associated with complying with the requirements of the appropriate municipal authorities.

7. Notice of Relocation. The relocation of the Easement Property shall be effective upon the Grantor recording a Notice of Relocation of Easement in the Public Records of Lee County, Florida. No consent to, or joinder in the Notice of Relocation of Easement is required of the Grantee, and no other formal Notice of Relocation is required to be given to the Grantee to effect the relocation of this easement.

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

8. Duration. The easement herein created by this Declaration shall be perpetual in duration and the benefit of the easement shall run with and be appurtenant to the land as to the Property and shall benefit the owners of tracts in Arborwood Village, their respective heirs, successors, successors in title, legal representatives and assigns.

9. Governing Law/Severability. This Grant shall be governed by and construed under the laws of the State of Florida. In the event any term or provision of this Grant is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Grant shall be construed in full force and effect.

10. Prevailing Party. In the event any litigation arises out of the terms of this Grant, the prevailing party shall be entitled to reasonable attorney's fees and costs at all trial and appellate levels.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Witnesses:

Print: Vilma I. Amell

Print: Victor L. Stosik

DP-TA ASSOCIATES, LTD.
a Florida limited partnership
By: Newcaster Devcorp, Inc.
a Florida corporation
its general partner

By: _____
Elias Vassilaros
Executive Vice-President

DCI2023-00024 Lee County ePlan

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9th day of November, 2006, by Elias Vassilaros, as Executive Vice-President of Newcaster Devcorp, Inc. a Florida corporation, the general partner of DP-TA Associates, Ltd. a Florida limited partnership, on behalf of the corporation, on behalf of the partnership. He is personally known to me or who produced _____, as identification.

Victor L. Stosik
Notary Public

My Commission Expires:

_____
Print/Type Name of Notary
Commission No: _____

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

Original Application Dated 06-06-2023

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THAT PROPERTY DESCRIBED IN O.R. BOOK 4846 AT PAGE 4111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.01°01'45"E., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 AND ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R. BOOK 4846 AT PAGE 4111, FOR A DISTANCE OF 1,304.47 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.88°58'15"E., ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R BOOK 4846 AT PAGE 4111, FOR A DISTANCE OF 273.33 FEET; THENCE RUN S.01°01'45"E., ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R BOOK 4846 AT PAGE 4111, FOR A DISTANCE OF 358.35 FEET; THENCE RUN N.89°26'26"E., ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R BOOK 4846 AT PAGE 4111 AND ALONG THE BOUNDARY OF THAT PROPERTY DESCRIBED IN O.R. BOOK 4846 AT PAGE 4113 OF LEE COUNTY, FLORIDA, FOR A DISTANCE OF 694.93 FEET; THENCE RUN N.29°25'05"E., FOR A DISTANCE OF 29.59 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 38°55'18", SUBTENDED BY A CHORD OF 153.25 FEET AT A BEARING OF N.09°57'26"E., FOR A DISTANCE OF 156.24 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 158.00 FEET, THROUGH A CENTRAL ANGLE OF 71°02'16", SUBTENDED BY A CHORD OF 183.59 FEET AT A BEARING OF N.26°00'55"E., FOR A DISTANCE OF 195.90 FEET TO A POINT OF COMPOUND CURVE, CONCAVE SOUTHERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 193.67 FEET, THROUGH A CENTRAL ANGLE OF 07°02'11", SUBTENDED BY A CHORD OF 23.77 FEET AT A BEARING OF N.65°03'08"E., FOR A DISTANCE OF 23.78 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 81°29'21", SUBTENDED BY A CHORD OF 45.69 FEET AT A BEARING OF N.27°49'33"E., FOR A DISTANCE OF 49.78 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 4708 AT PAGE 2150 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.12°55'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 22.11 FEET; THENCE RUN S.03°04'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 10.20 FEET; THENCE RUN S.12°40'04"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 86.29 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS S.21°18'56"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 55°45'57", SUBTENDED BY A CHORD OF 28.06 FEET AT A BEARING OF S.40°48'06"E., FOR A DISTANCE OF 29.20 FEET TO THE END OF SAID CURVE; THENCE RUN S.12°55'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 183.90 FEET; THENCE RUN S.00°18'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 54.24 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.79°17'34"W., A DISTANCE OF 1,137.50 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,137.50 FEET, THROUGH A CENTRAL ANGLE OF 09°41'01", SUBTENDED BY A CHORD OF 192.02 FEET AT A BEARING OF S.05°51'55"E., FOR A DISTANCE OF 192.25 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 3787, AT PAGE 3861; THENCE RUN S.01°01'24"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 3787, AT PAGE 3861, FOR A DISTANCE OF 609.18 FEET; THENCE RUN S.44°13'46"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 3787, AT PAGE 3861, FOR A DISTANCE OF 140.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DANIELS ROAD, HAVING A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN S.89°26'26"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DANIELS ROAD, FOR A DISTANCE OF 721.62 FEET; THENCE RUN N.00°36'43"W., FOR A DISTANCE OF 123.32 FEET; THENCE RUN N.66°55'51"W., FOR A DISTANCE OF 22.20 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS S.76°09'25"W., A DISTANCE OF 121.12 FEET THEREFROM, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 121.12 FEET, THROUGH A CENTRAL ANGLE OF 33°20'29", SUBTENDED BY A CHORD OF 69.49 FEET, AT A BEARING OF N.30°30'49"W., FOR A DISTANCE OF 70.48 FEET TO THE END OF SAID CURVE; THENCE RUN S.44°15'52"W., FOR A DISTANCE OF 18.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.44°15'53"W. A DISTANCE OF 114.33 FEET THEREFROM, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 114.33 FEET, THROUGH A CENTRAL ANGLE OF 21°49'28", SUBTENDED BY A CHORD OF 43.29 FEET, AT A BEARING OF N.56°38'51"W., FOR A DISTANCE OF 43.55 FEET TO THE END OF SAID CURVE; THENCE RUN N.22°26'25"E., FOR A DISTANCE OF 18.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY WHOSE RADIUS POINT BEARS S.21°59'32"W., FOR A DISTANCE OF 198.08 FEET THEREFROM, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 198.08 FEET, THROUGH A CENTRAL ANGLE OF 09°27'37", SUBTENDED BY A CHORD OF 32.67 FEET, AT A BEARING OF N.72°44'17"W., FOR A DISTANCE OF 32.71 FEET TO THE END OF SAID CURVE, THENCE RUN N.77°10'03"W., FOR A DISTANCE OF 263.86 FEET; THENCE RUN N.66°55'51"W., FOR A DISTANCE OF 32.27 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, FOR A DISTANCE OF 933.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING 26.193 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

EXHIBIT B

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA
(LEE COUNTY UTILITY EASEMENT)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.01°01'45"E., ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1,720.21 FEET: THENCE N.88°58'15"E., A DISTANCE OF 869.69 FEET TO THE **POINT OF BEGINNING.** THENCE N.00°33'34"W., A DISTANCE OF 15.00 FEET; THENCE N.89°26'26"E., A DISTANCE OF 77.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.64°24'11"E., A RADIAL DISTANCE OF 270.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°29'46", A DISTANCE OF 16.47 FEET; THENCE S.89°26'26"W., A DISTANCE OF 70.33 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Metron Surveying & Mapping, LLC, LB #7071
10970 S. Cleveland Avenue, Suite 605
Fort Myers, FL 33907

Signed: _____

Date: 11/1/06

10970 S. Cleveland Avenue, Suite 605 • Fort Myers, Florida 33907 • Phone (239) 275-8575 • Fax (239) 275-8457
www.metronfl.com

DCI2023-00024 Lee County ePlan
Original Application Dated 06-06-2023

SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANG
LEE COUNTY, FLORIDA

15 14
22 23

NORTH LINE OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 23

(BASIS OF BEARINGS)
S.01°01'45"E. 1720.21'

WEST LINE OF SECTION 23

UNPLATTED
STATE REST AREA
22-45-25-00-00008.0000

23-45-25-00-00001.0010

23-45-25-00-00001.0000

N.88°58'15"E. 869.69'

L1 L2 L3

POINT OF BEGINNING

23-45-25-00-00001.0020

TREELINE AVENUE (WIDTH VARIES)

VISION LANE

*** THIS IS NOT A SURVEY ***

BY: _____
DENIS J. O'CONNELL, JR., PROFESSIONAL SURVEYOR AND MAPPER LS#
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL O
LICENSED SURVEYOR AND MAPPER.

NORTH RIGHT-OF-WAY LINE OF DANIELS ROAD

DANIELS ROAD
- WIDTH VARIES -

ABLE

	Distance
W.	15.00'
E.	77.14'
W.	70.33'

nber 1

270.00'
5°29'46"
47'
8.24'
6.47'
g.= S.23°50'56"W.

LEE COUNTY UTILITY EASI

TITLE: SKETCH

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS·PLANNERS
LB# 7071

10970
FORT
PHO
FA

FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:
9398SK10.DWG	N/A	9398

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE
10-30-2006	JH	NOT TO SCALE	RAW	

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Original Application Dated 06-06-2023

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Original Application Dated 06-06-2023

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA
(DRAINAGE EASEMENT)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.01°01'45"E., ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1,713.46 FEET: THENCE N.88°58'15"E., A DISTANCE OF 810.91 FEET TO THE **POINT OF BEGINNING**; THENCE N.00°33'34"W., A DISTANCE OF 46.24 FEET; THENCE N.89°26'26"E., A DISTANCE OF 15.00 FEET; THENCE S.00°33'34"E., A DISTANCE OF 46.24 FEET; THENCE S.89°26'26"W., A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Metron Surveying & Mapping, LLC, LB #7071
10970 S. Cleveland Avenue, Suite 605
Fort Myers, FL 33907

Signed: _____

Date: 11/1/06

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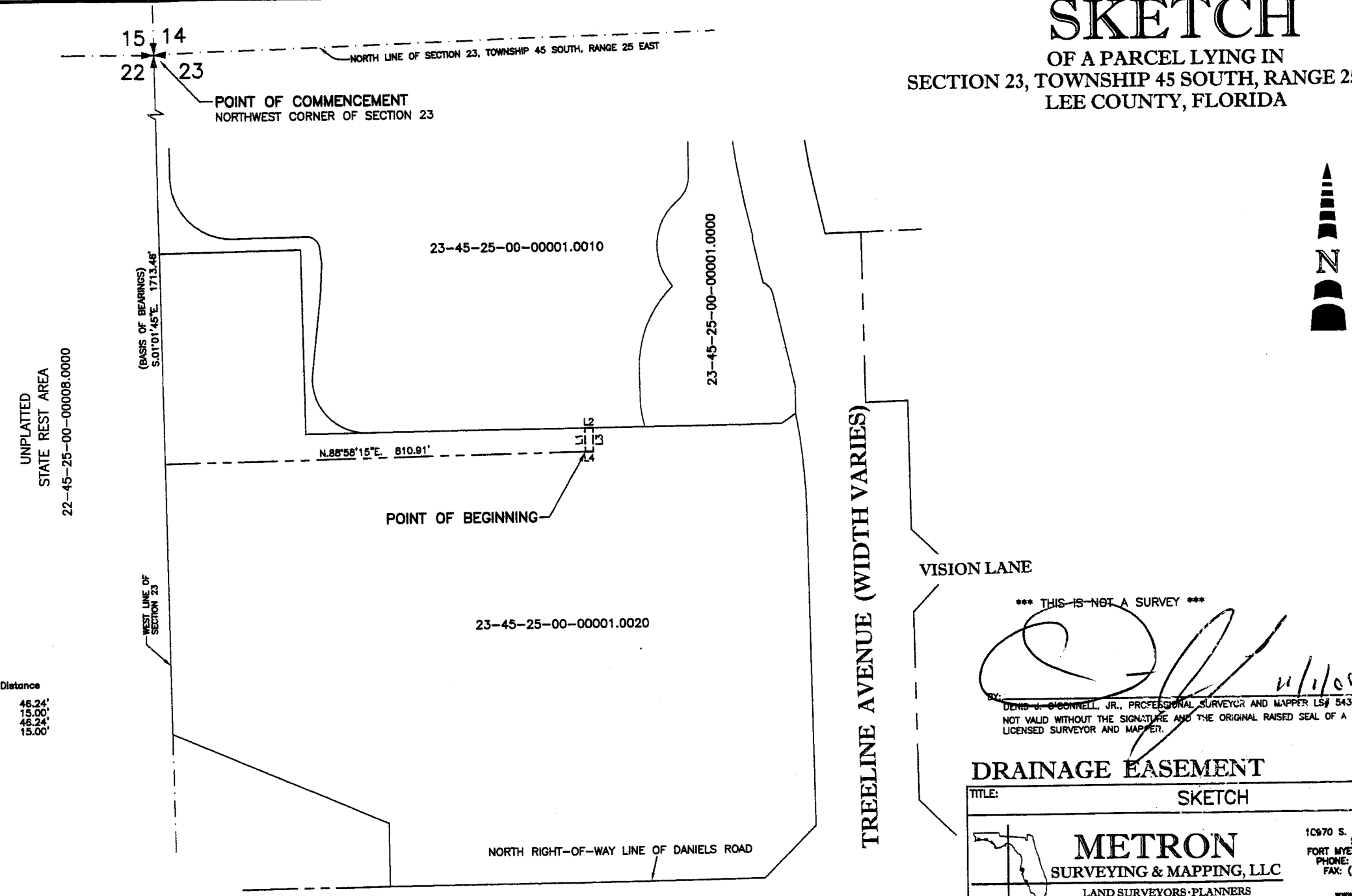
www.metronfl.com

SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 E
LEE COUNTY, FLORIDA



*** THIS IS NOT A SURVEY ***

BY: DENIS J. O'CONNELL, JR., PROFESSIONAL SURVEYOR AND MAPPER LS# 5430
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLOR
LICENSED SURVEYOR AND MAPPER.

11/1/06

DRAINAGE EASEMENT

TITLE: SKETCH

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS·PLANNERS
LB# 7071

10970 S. CLEV
SUITE
FORT MYERS, I
PHONE: (236
FAX: (239)
www.met

FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SH
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SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R
10-30-2006	JH	NOT TO SCALE	RAW	23-

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Original Application Dated 06-06-2023

DCI2023-00024 Lee County ePlan

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA
(DRAINAGE EASEMENT)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.01°01'45"E., ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1,676.88 FEET: THENCE N.88°58'15"E., A DISTANCE OF 253.44 FEET TO THE **POINT OF BEGINNING**; THENCE N.46°45'11"E., A DISTANCE OF 26.84 FEET; THENCE S.01°01'45"E., A DISTANCE OF 3.97 FEET; THENCE N.89°26'26"E., A DISTANCE OF 17.79 FEET; THENCE S.46°45'11"W., A DISTANCE OF 37.24 FEET; THENCE N.43°14'49"W., A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Metron Surveying & Mapping, LLC, LB #7071
10970 S. Cleveland Avenue, Suite 605
Fort Myers, FL 33907

Signed: _____

Date: 11/8/06

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SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 E
LEE COUNTY, FLORIDA

15 | 14
22 | 23

NORTH LINE OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 23

(BASIS OF BEARINGS)
S.01°01'45"E. 1678.88'

WEST LINE OF SECTION 23

UNPLATTED
STATE REST AREA
22-45-25-00-00008.0000

POINT OF BEGINNING

N.88°58'15"E. 253.44'

L1 L2 L3 L4 L5

23-45-25-00-00001.0010

23-45-25-00-00001.0000

23-45-25-00-00001.0020

TREELINE AVENUE (WIDTH VARIES)

VISION LANE

NORTH RIGHT-OF-WAY LINE OF DANIELS ROAD

DANIELS ROAD
- WIDTH VARIES -

N

TABLE

ng	Distance
11"E.	26.84'
45"E.	3.97'
26"E.	17.79'
11"W.	37.24'
49"W.	15.00'

*** THIS IS NOT A SURVEY ***

BY: 11/8/06
DENIS J. O'CONNELL, JR., PROFESSIONAL SURVEYOR AND MAPPER LS# 5430
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORI
LICENSED SURVEYOR AND MAPPER.

DRAINAGE EASEMENT

TITLE: SKETCH

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS·PLANNERS
LB# 7071

10970 S. CLEVE
SUITE
FORT MYERS, F
PHONE: (239)
FAX: (239)
www.metr

FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHE
9398SK11.DWG	N/A	9398	

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
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Original Application Dated 06-06-2023

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INSTR # 2007000019463, Doc Type RES, Pages 41, Recorded 01/18/2007 at 02:00 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $350.00 Deputy Clerk SSMITH

Prepared By & Return To:
VICTOR L. STOSIK, ESQ.
703 Waterford Way
Suite 800
Miami, FL 33126-4677

DECLARATION OF CONDITIONS, EASEMENTS AND RESTRICTIONS OF ARBORWOOD VILLAGE

THIS DECLARATION made this 3RD day of January, 2007, by DP-TA ASSOCIATES, LTD., a Florida limited partnership, hereinafter called the "Declarant", for itself and its successors, grantees and assigns, and WORTHINGTON HOLDINGS SOUTHWEST, LLC., a Florida limited liability company, hereinafter called "Worthington", for itself and its successors, grantees and assigns.

WITNESSETH:

WHEREAS, the Declarant is the fee simple owner of certain real property and improvements thereon located in Lee County, Florida, and which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Declarant Premises"), and graphically depicted on Tract A through J on Exhibit "B" attached hereto and by this reference made a part hereof (the "Site Plan"); and

WHEREAS, Worthington is the fee simple owner of certain real property and improvements thereon located in Lee County, Florida, and which is owner partially described on Exhibit A-1" attached hereto and by this reference made a part hereof (the "Worthington Premises"), and graphically depicted on Tract K on the Site Plan (the Declarant Premises and the Worthington Premises are hereinafter collectively referred to as the "Entire Premises"); and

WHEREAS, the Declarant is presently improving and developing an integrated community containing commercial/retail and/or residential uses complex located on the Entire Premises by the name of Arborwood Village (the "Arborwood Village"); and

WHEREAS, the Declarant has and/or will erect various buildings upon, and has set aside for possible future construction, certain portions of the Entire Premises as shown on the Site Plan; and

WHEREAS, the Declarant or the future owner(s) of either Tract C (i.e., the main tract as graphically depicted on the Site Plan), Tract D (i.e., Outparcel/OP 1 as graphically depicted on the Site Plan), Tract E (i.e., Outparcel/OP 2 as graphically depicted on the Site Plan), Tract F (i.e., Outparcel/OP3 as depicted on the Site Plan), Tract G (i.e., Outparcel/OP 4 as graphically depicted on the Site Plan), Tract H (i.e., Outparcel/OP 5 as graphically depicted on the Site Plan), Tract I (i.e., Outparcel/OP 6 as graphically depicted on the Site Plan), and Tract J (i.e., Outparcel/OP 7 as graphically depicted on the Site Plan) has and/or will make and provide certain improvements and facilities on Tracts C, D, E, F, G, H, I and J for ingress, egress, drainage and water and sewer service; and

WHEREAS, the Declarant desires to establish and create for the benefit of said Tracts certain rights of use, ingress and egress in, over and upon certain "common areas" as well as the rights of use, maintenance, repair and replacement of the utility and drainage facilities contained within certain utility and drainage areas, both on-site and off-site, including the right to expand

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the same, and the preserve areas (the "Preserve") as graphically depicted on the Site Plan as Tract B; and

WHEREAS, the Declarant desires to provide for the maintenance of the "Common Areas" and improvements thereon and to this end desires to subject the Entire Premises to the restrictions and other provisions herein as set forth each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Declarant has caused Arborwood Village Commercial Property Association, Inc., a Florida corporation not for profit, to be formed, which association has joined in this Declaration and to which there has been and will be dedicated and assigned certain powers and duties of operation, administration, maintenance, ownership and repair of portions of the Entire Premises, including, but not limited to common areas, and the collection and disbursement of the operating expenses, all as more particularly set forth herein; and

WHEREAS, the Declarant hereby declares that the Entire Premises shall be held, conveyed, encumbered, leased, rented, used, occupied, improved and maintained subject to the following limitations, restrictions, easements, conditions, reservations and covenants, all of which are agreed to be in furtherance of a plan for the protection, subdivision, operation, use, maintenance, improvement and sale of the Entire Premises and for the purposes of enhancing and protecting the value, desirability and attractiveness of the Entire Premises. The provisions of this Declaration, including, without limitation, the easements, uses, obligations, covenants, conditions, reservations and restrictions hereof, are hereby imposed upon the Entire Premises. All of the limitations, restrictions, easements, reservations, conditions and covenants herein shall run with the land and shall be binding on and for the benefit of all of the Entire Premises and all parties having or acquiring any right, title or interest in or to the Entire Premises, or any part thereof, and their successors and assigns.

1. DEFINITIONS.

a. **"Access Road"** shall mean the main access/entrance road for ingress and egress to and from the Entire Premises as well as Tract K as graphically depicted on the Site Plan to and from Daniels Parkway and Treeline Avenue which is graphically depicted on the Site Plan as Tract A.

b. **"Association"** shall mean Arborwood Village Commercial Property Association, Inc., a Florida corporation not for profit, its successors and assigns.

c. **"Board"** shall mean the Board of Directors of the Association.

d. **"Common Area(s)"** shall mean all real and personal property now or hereafter leased to, dedicated to or owned by the Association, or for which the Association accepts maintenance responsibilities, for the common use and enjoyment of the Owners. The Common Areas may include, but not limited to, all of those areas located on Tract A regardless of fee ownership which the Association administers or maintains for the common use and enjoyment of all of the Members of the Association including (i) the Utility Easements and any water and sewer improvements therein that are not maintained by the City of Fort Myers or Lee County; (ii) the Water Management and Drainage System for the Entire Premises including any improvements and fixtures thereon; (iii) the Preserve and any and all wetland land areas located in the Preserve; (iv) any additional property, including, but not limited to roads, utilities or drainage structures, which may be dedicated or the use of granted to the Association by the Declarant in the future for use by the Members; (v) the landscape buffer located along the south and east boundary lines of Arborwood Village and the irrigation system therefor; and (vi) the Access Road (including any sidewalk, landscaping and irrigation system therefor, and any street lighting); and no changes shall be made to the Access Road without the prior written approval of the Owners in accordance with the provisions of Subparagraph 7.c. hereof. Each Owner shall have the right to build

within its property such buildings as it desires subject to such restrictions as may be contained in this Declaration and applicable governmental regulations, if any.

e. **"Declarant"** shall mean DP-TA Associates, Ltd., which is a Florida limited partnership. DP-TA Associates, Ltd., has its principal place of business in Miami-Dade County, Florida. The term "Declarant" shall also mean any successors in interest to the Declarant's rights and duties under this Declaration to which it shall have assigned any of its rights and duties hereunder by an express written assignment.

f. **"Documents"** shall mean this Declaration and the Articles of Incorporation and By-Laws referenced in Subparagraphs 2.a. and 2.b. below.

g. **"Driveway Easement"** shall mean a non-exclusive perpetual easement appurtenant to each Tract and right-of-way on, over and across the Access Road for vehicular and pedestrian ingress and egress, as same presently exist and as may in the future exist from time to time, subject to changes which can be made thereto, and to be used by pedestrians and automobiles and other vehicles and shall include the use of entrances and exits to and from said areas, all as shown on the Site Plan, subject to changes which can be made thereto.

h. **"Member"** shall mean those persons who are entitled to membership in the Association as provided in the Association's Articles of Incorporation and this Declaration.

i. **"Owner"** shall mean any present or future person or persons, entity or entities, who are the record Owner of any fee interest in the Entire Premises, their heirs, successors, legal representatives and assigns, excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant.

j. **"Preserve"** shall mean those certain portions of the Entire Premises, which may be conveyed or dedicated to the Association as conservation or preservation areas, or to which the Association accepts maintenance responsibilities as a Preserve.

k. **"Tract"** shall mean when used herein in its singular, capitalized form, each of the Tracts as currently graphically depicted on the Site Plan attached hereto. The Site Plan depicts the general boundaries of each Tract which boundaries may be changed (i.e., increased or decreased). Each Tract as depicted on the Site Plan may be further sub-divided into additional Tracts or combined into less Tracts.

l. **"Utility Easement"** shall mean non-exclusive perpetual easements and rights-of-way appurtenant to each Tract under and through any portion of the Common Area located on Tract A as same presently exist and as may in the future be used for the location (i.e., installation, operation, maintenance, repair and replacement) of sewer, water and storm drainage pipes or storm drainage retention areas in the Common Area at locations to be agreed upon by the Declarant and for the benefit of all structures constructed within the Entire Premises. All such systems, structures, mains, sewers, conduits and lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in Arborwood Village). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Entire Premises. The Declarant and the Owners covenant and agree to maintain in good condition and repair, or cause to be so maintained and kept in repair, such utility facilities situated on their respective properties which exclusively service their respective

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properties and which are not the responsibility of either the Association or a utility company to maintain.

m. **"Water Management and Drainage System"** shall mean the surface/storm water management system, including any dedicated and private lake tracts, lake maintenance or drainage easements, ditches, culverts, dry retention areas and pre-treatment areas, and other water management facilities within the Entire Premises and corresponding infrastructure such as pipes, as well as any lake aeration systems.

2. ASSOCIATION.

The administration and management of the Common Areas shall be by the Arborwood Village Commercial Property Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

a. Creation of Association; Period of Existence. Declarant has formed the Association for the purpose of enforcing the provisions of, and performing the duties and functions described in, this Declaration as the responsibility of the Association. The Association shall exist in perpetuity. However, in the event the Association is dissolved for any reason, the Common Areas and corresponding infrastructure shall be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation.

b. Articles of Incorporation. A current copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "C" and by this reference made a part hereof. Nothing herein shall preclude the Association from amending said Articles of Incorporation in accordance with the terms of said document and the requirements of law.

c. By-Laws. A current copy of the By-Laws of the Association is attached hereto as Exhibit "D" and by this reference made a part hereof. Nothing herein shall preclude the Association from amending said By-Laws in accordance with the terms of said documents and the requirements of law.

d. Delegation of Management. The Association may contract for the management and maintenance of the Common Areas and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance and repair and replacement of the Common Areas with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in these documents.

e. Membership. The membership of the Association shall be comprised solely of the Declarant and the owner(s) of a Tract(s).

f. Board of Directors. Except as otherwise provided by law or by the Documents, the Association shall act through its Board of Directors and its officers. The Board shall be comprised of at least three (3) Directors. Directors shall be elected in the manner provided for in the By-Laws and Articles of Incorporation. The Declarant shall appoint all members of the Board of Directors until Turnover (as defined in Subparagraph 2.k. hereof). The officers and Directors of the Association have a fiduciary relationship to the Members. All Directors, except any Director appointed by the Declarant, must be a Member of the Association or the President, Vice President or General Partner of the Owner of a Tract in the case of a Tract owned by a corporation or a partnership.

g. Powers and Duties. The powers and duties of the Association include those set forth in the provision of the laws of Florida relating to nonprofit corporations, this Declaration, the Articles of Incorporation the By-Laws, and the rules and regulations promulgated thereunder. In addition to the powers set forth in the Articles and By-laws, the Association, acting through the Board, will have the power to:

i. own and convey property
ii. make, modify and enforce rules and regulations governing use of the Entire Premises, including the Common Areas;
iii. assess members and enforce assessments;
iv. sue and be sued;
v. contract for services necessary to operate and maintain the Common Areas (tracts and easements) and any corresponding infrastructure; and
vi. take such other actions which the Board deems advisable in order to effectuate or enforce the provisions of this Declaration or otherwise permitted by law.

h. Maintenance. The Association shall maintain and keep in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, drainage structures, any street lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities) situated or built on the Common Areas, and the Access Road (the "Improvements") all such work to be done as ordered by the Board of Directors of the Association.

i. Water Management and Drainage System. The Association shall be responsible for the maintenance, operation and repair of the Water Management and Drainage System. Maintenance of the Water Management and Drainage System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the South Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Water Management and Drainage System shall be as permitted, or if modified, as approved by the South Florida Water Management District.

j. Fiscal Matters. The Association shall maintain financial records according to good accounting practices. The records shall be open to inspection by owners or their authorized representatives at reasonable times. The records shall include, but are not limited to the following:

i. A record of all receipts and expenditures; and

ii. An account for each Tract, designating the name and each current mailing address of the Owner, the amount of each assessment, the dates and amounts in which assessments come due, the amounts paid on account and the balance due.

k. Ownership and Use. The Association has the power to purchase Tracts, and to acquire and hold, lease, mortgage and convey anyone or more of them, subject to the approval of a majority of the Board of Directors.

l. Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Members. A copy of the up-to-date roster shall be available to each owner upon request.

m. Limitation on Liability. Notwithstanding the duty of the Association to repair parts of the Entire Premises, the Association shall not be liable to Owners for

property damage, other than the cost of maintenance and repair, caused by any latent condition of such property to be maintained and repaired by the Association, or caused by other persons.

n. Turnover. The Declarant shall turn over control of a majority of the Board of Directors of the Association upon the earlier occurrence of (i) the Declarant no longer owns any property within the Entire Premises; or (ii) the Declarant, in its sole discretion, voluntarily turns over control of the Association.

o. Turnover Meeting. Within sixty (60) days after the happening of the events described above, the Association shall conduct a special meeting of the membership (hereinafter called "Turnover Meeting") for the purpose of electing officers and directors. Upon turnover of control of the Association and such other matters to be undertaken to accomplish and effectuate the purposes of turnover as provided herein, the Association shall enter into a turnover agreement with the Declarant, which shall be binding on the Association and all members and owners thereof which shall include, without limitation, the following provisions:

i. Any and all disputes, claims, demands and controversies between the Association (including Members and Owners) and the Declarant shall be submitted to mediation or settlement negotiations prior to any litigation being brought by the Association against the Declarant. All such mediation or negotiations shall be undertaken and performed in good faith. All litigation shall be undertaken pursuant to the By-Laws and Articles of the Association. The intent of this paragraph is to acquire bona fide negotiation and attempt a settlement prior to the initiation of litigation.

ii. The Association shall assume all repair and maintenance obligations with respect to Common Areas, the Access Road, the Preserve and any and all improvements, equipment and facilities located thereon, and shall keep all of such in good condition, maintenance and repair. Any and all engineering or inspection reports contracted for by the Association shall be certified to the Declarant and the Association and the Association shall inform any engineer or inspector of such requirement prior to the issuance of such report.

iii. Regardless of anything herein to the contrary, the Declarant shall have the right to elect or appoint one Director for a period of two (2) years after Turnover. The intent of this paragraph is to ensure communication between the Association and the Declarant of questions, concerns, disputes and claims and to attempt to resolve same through such communication.

3. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

a. Creation of Lien and Personal Obligation for Assessments. Other than exempt Owners, as hereinafter provided, each Owner of any Tract (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

i. Annual assessments; and

ii. Special assessments for capital improvement or other valid Association expenditures not provided for by annual assessments.

Assessments shall be established and collected as provided herein and in the By-Laws of the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees shall be a charge on the Tract and shall be a continuing lien upon the Tract against which each such assessment is

made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Tract at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by waiver or non-use of the Common Areas, by abandonment or otherwise. Except as provided elsewhere in this Declaration as to the Declarant, no Owner may be excused from the payment of assessments unless all Owners are similarly excused. Delinquent assessments shall bear interest at the maximum rate allowed by law from the date when due until paid.

b. Purpose of Assessments. Assessments levied by the Association shall be used to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Areas owned or maintained by the Association, exclusively for the benefit of its Members, their guests, tenants and invitees; to maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Areas, the Access Road (including any signage, medians, landscaping and irrigation, street lighting, and the like), and the Preserve owned or controlled by the Association, exclusively for the benefit of its Members, their guests, tenants and invitees; to operate, maintain, repair, improve, construct, reconstruct and preserve drainage improvements located outside of the boundaries of the Entire Premises, which the Declarant or the Association determines benefits the Members to pay the assessments of the Arborwood Community Development District; to pay for the costs of monitoring, maintaining and repairing the "off-site" lake and wetlands utilized by the Property as a stormwater drainage facility; to maintain and monitor the wetland areas located in the Preserve in accordance with the requirements and regulations of the South Florida Water Management District; and enforcement of this Declaration, all of its exhibits, and the Association rules and regulations, all as amended from time to time. In the event that the need for maintenance or repair of any of the above is caused through the negligent or willful act of the Owner, its tenants, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject.

c. Uniform Method of Assessment. Both annual and special assessments must be fixed by a formula uniformly applied to each type of Tract and shall be collected as provided by the By-Laws. The Owner of each Tract shall pay his proportionate share of the expense of maintaining the Common Areas and of all other expenses of operating the Association. The amount to be paid by the Owner for each Tract for assessments shall be computed by multiplying the total budgeted cost of the operating expenses and capital expenditures by a fraction the numerator being the amount of acres of land owned by the Owner and the denominator being the total acres of land within the Entire Premises. The Budget may include an amount for reserves for the replacement of common areas maintained or operated by the Association. Unless the Declarant determines otherwise, the reserves shall not be funded until control of the Association is turned over to the Owners by the Declarant.

d. Commencement of Annual Assessments.

   i. The Annual Assessments on each Tract shall commence on the closing of such Tract by the Declarant.

   ii. The first Assessment shall be adjusted according to the number of days remaining in the assessment period.

e. Declarant's Guarantee of Assessments and Share. During the Guarantee Period (as hereinafter defined), the Declarant is not obligated for nor subject to an annual assessment for any Tract it may own, nor is it responsible for any special assessment except those to which the Declarant has consented to in writing.

Instead, prior to each year in which the Guarantee Period will be in effect, the Board shall determine the level of annual assessment to be paid for each acre of land owned by the Owners other than the Declarant. For each year in which the Guarantee Period is in effect, the Declarant shall pay that portion of all Association expenses actually incurred which exceed the amounts assessed against other Tracts. The Guarantee Period shall end when the Declarant provides sixty (60) days' prior notice that it is discontinuing its obligation to fund the deficiency or at Turnover of the Association, as provided in Subparagraph 2.k. above, whichever occurs first. Thereafter, the Declarant shall have the same responsibility for assessments as to each Tract owned by it as any other Owner. However, if Turnover occurs at a time other than when a new budget is being adopted for the next fiscal year, the Declarant's total assessment for the current fiscal year shall not exceed the greater of: (i) the amount that would have been assessed against the Declarant during the current fiscal year if the Guarantee Period had not been in effect; or (ii) the difference between the total budget for operating expenses for the current fiscal year based upon the budget as adopted, minus, the total annual assessments levied against all other owners for such fiscal year.

f. Exempt Property.

The following property is exempt from the payments of all Association costs and expenses, including but not limited to operating expenses, maintenance expenses, common areas expenses, taxes and governmental assessments, as well as payment of any assessments assessed on the Members of the Association or individual Tracts including, general, special and annual assessments:

i. Any property owned by the Association;

ii. Any property owned by Lee County;

iii. Any property owned by the City of Fort Myers;

iv. Tract B as graphically depicted on the Site Plan; and

v. Tract K as graphically depicted on the Site Plan.

g. Lien.

i. If any Owner fails to pay any assessment or make any other payment herein required to be paid to the Association on or before the date such payment is due, then the Association is hereby granted a lien on such Owner's Tract, which lien shall secure the payment then due and all sums coming due thereafter up to the date of the satisfaction or other discharge of the lien, together with interest at the highest permitted legal rate under the laws of the State of Florida from date of delinquency, and all costs of collection, including reasonable attorneys' fees, which may be incurred by the Association in enforcing this lien and the costs or performing any other work required to enforce compliance with this Paragraph 3.

ii. Except as provided in Subparagraph 3.g.iv. below, the lien herein granted shall be effective from and after: (i) in the case or annual assessments, the date such assessment became due; and (ii) in the case or special assessments, the date such assessment was levied in accordance with this Declaration. The Association may record a Claim or Lien in the Public Records or Lee County, Florida, which Claim or Lien shall state the description of the Tract encumbered thereby, the name of the Owner as shown on the Association's records, the amount then due and the date when due. The lien shall continue in effect until all sums secured by said

lien, as herein provided, shall have been fully paid, and the lien satisfied or discharged.

iii. The Association may bring an action at law against an Owner to pay his personal obligations to the Association; or it may foreclose the lien against his Tract. An Owner against whom any such proceeding is successfully concluded shall pay all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings.

iv. The lien or the assessments provided for herein shall be subordinate to the lien of any first mortgage or purchase money mortgage unless such lien is recorded prior to said mortgage. The sale or transfer of any Tract shall not affect the assessment lien. The sale or transfer of any Tract pursuant to mortgage foreclosure or any other judicial proceeding in lieu thereof, shall, however, extinguish the lien of such assessment as to payments which became due prior to such sale or transfer unless such assessment lien is secured by a claim of lien that is recorded prior to recordation of the foreclosed mortgage.

v. After the Association has made a good faith effort to collect delinquent assessments, any assessments which become uncollectible shall be reallocated to the remaining Owners and shall be added to and become part of the Assessment to which such Owner's Tracts are subject.

4. ASSOCIATION INSURANCE.

The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry with respect to the Common Area, and may obtain and keep in force any or all of such other or additional insurance coverage as it may determine to be in the best interests of the Association and Owners. The name of the insured shall be the Association or, in the discretion of the Board, an insurance trustee, individually and as agent for the Association and for the Owners without naming them, and their mortgagees. During the Declarant's control of the Association, insurance coverages may be maintained under the Declarant's Master policies provided that the Association is named as an additional insured.

5. PROPERTY RIGHTS.

a. Easements. Every Owner and all guests, tenants, employees, agents, contractors and invitees shall have a right and a non-exclusive easement of use and enjoyment in, to and over the Common Areas, the Driveway Easement and the Utility Easement, which easement shall be appurtenant to and shall pass with the title to every Tract subject to the following provisions:

i. The right of the Association to charge assessments as provided for herein for the upkeep, maintenance, repair or betterment of any improvement situated upon the Common Areas;

ii. The right of the Association to suspend the voting rights of the Owner for any period during which any assessment against his Tract remain unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or this Declaration, after notice and hearing by the Board;

iii. The right of the Association to dedicate or transfer or grant an easement or property right to all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;

iv. The Declarant reserves the right to grant any and all easements over the Common Areas which it deems necessary or desirable for the Entire

Premises. The Declarant hereby reserves an easement over the Common Area and any property subject to this Declaration for development purposes (both inside and outside of the Entire Premises) or tie-in to roads, utilities and infrastructure in the Entire Premises. The location of the easement over a Tract shall be consented to by the Tract Owner, which consent shall not be unreasonably withheld and the location shall not materially affect the use of the Tract.

v. Tracts may be subject to easements for irrigation by non-potable treated effluent. The Declarant may require that all improvements be constructed so that underground irrigation systems are connected to effluent water.

b. Delegation. Any Owner may delegate, in accordance with the By-Laws, its right of use and enjoyment of the Common Areas and facilities to its tenants.

c. Title to Common Areas. The Declarant may, at any time, convey the Common Areas including, but not limited to, the Access Road or Preserve to the Association subject to taxes for the year of conveyance and to restrictions, conditions limitations, reservations and easements of record. Taxes shall be prorated as of the date of conveyance.

d. Partition Prohibited. There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall the Declarant, or any Owner or any other person acquiring any interest in the Entire Premises, or any part thereof, seek judicial partition thereof.

e. Enforcement. Any Owner who owns a Tract which utilizes any portion of the water management and drainage areas within the Entire Premises shall also have the right and power to enforce those covenants, conditions and restrictions or other provisions imposed by this Declaration pertaining to the use and maintenance of the water management and drainage areas.

f. Access Road. Lee County or the City of Fort Myers, or their respective successors and assigns, may request that all or a portion of the Access Road be transferred to it to become a public road. In the event the Access Road, or the portion thereof, is within the Common Areas, the Declarant and/or the Association shall convey the applicable road or portion thereof to Lee County. Any compensation in any form including, but not limited to, impact fee credits, paid by Lee County or the City of Fort Myers for the road or portion thereof shall be the property of the Declarant whether or not the road is a Common Area and is owned by the Association at the time of the conveyance to Lee County or the City of Fort Myers.

g. No Blockage. All access opening(s) from a Tract to the Access Road shall in no event be blocked or closed (except for required maintenance and repair), changed or removed and shall at all times remain in place as shown on Exhibit "J", except with the prior written approval of the affected Owners. All access openings from the Access Road to Daniels Parkway and Treeline Avenue shall in no event be blocked or closed (except for required maintenance and repair), changed or removed and shall at all times remain in place as shown on Exhibit "J", except with the prior written approval of all Owners.

6. OBLIGATION TO OWNERS.

a. Remedies. Each Owner, and all tenants, guests, employees, agents, contractors and invitees and the Association shall be governed by and shall comply with the provisions of the Declaration, the documents creating the Association, the By-Laws, and the Rules and Regulations. Enforcement of these covenenats and restrictions shall be accomplished by either the Association or any Owner by any proceeding at law or in equity against any person or persons violating or

attempting to violate any covenant or restriction, either to restraint violation or to recover damages, and against the Tracts to enforce any lien created by these covenants, and failure by the Association or by any Owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter. Actions for damage, or for injunctive relief or other equitable action where no legal remedy exists, or both, for failure to comply with these provisions may be brought by the Association or by an Owner against:

i. the Association;

ii. an Owner;

iii. any member of the Board of Directors who willfully and knowingly fails to comply with these provisions; and/or

iv. any tenants, guests, employees, agents, contractors or invitees occupying a Tract or using the Common Areas.

b. Self-Help. Notwithstanding anything herein to the contrary, in the event the Association causes or allows a substantial impeding or impairment of access to Tracts C, D, E, F, G, H, I or J and fails to commence a correction of such impedance or impairment within fifteen (15) days after receipt of written notice by the Owner of such affected Tract to the Association and thereafter to diligently prosecute such correction to completion, the Owner of such affected Tract may elect to cause such impedance or impairment to be corrected and may charge the Association the reasonable cost of such correction, which Association shall pay to the Owner causing such correction to be made within fifteen (15) days of receipt of written notice of such charge. In the event the impeding or impairing of access to the Tract(s) constitutes an emergency, in the reasonable business judgement of the Owner of such affected Tract, and the Association fails to commence correction of such impedance or impairment within a reasonable time given the nature and extent of such emergency, the Owner of such affected Tract may elect to cause such impedance or impairment to be corrected and may charge the Association the reasonable cost of such correction, which Association shall pay to the Owner causing such correction to be made within thirty (30) days of receipt of written notice of such charge. Any amount unpaid by the Association within thirty (30) days of written notice shall bear interest at the rate of eighteen (18%) percent per annum. Any such notice shall include reasonable supporting documentation of the cost of such correction.

c. Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner, or a tenant, guest or invitee or the Association to comply with the requirements of this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules and Regulations, as may he amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

d. No Waiver. The failure of the Association or any Owner to enforce any covenant, restriction or other provisions of this Declaration, the Articles of Incorporation of the Association, By-Laws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

7. AMENDMENT.

a. Members. The Declarant, in its sole discretion, may modify, enlarge, amend, waive or add to the covenants, conditions and restrictions and other provisions of this Declaration and its exhibits so long as the same do not materially adversely affect a Tract and provided any amendment which would affect the surface water management system, including the water management portion of the Common Areas must have the prior approval of the South Florida Water Management District. In addition, this Declaration may be amended by a two-thirds (2/3) vote of all the voting interests at any annual or special meeting of the members; or by approval in writing of Members having not less than two-thirds (2/3) of the voting power in the Association without a meeting; provided notice of the proposed amendment has been given to the Members and the notice contained a fair statement of the nature and effect of the proposed amendment and provided any amendment which would affect the surface water management system, including the water management portion of the Common Areas, must have the prior approval of the South Florida Water Management District. In addition, no amendment shall be effective without the prior written approval of the Declarant as long as the Declarant owns any property which is subject to this Declaration or which may become subject to this Declaration. In no event shall any of the Governing Documents be amended so as to affect any of the provisions set forth herein for Developer's benefit.

b. Certificate of Amendment; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

c. Limitations. No amendment to this Declaration or any of its exhibits may be made which adversely affects the rights of the Declarant or any Owner without the prior written consent of the Declarant or the affected Owner, which consent shall not be unreasonably withheld. No amendment shall change the proportion or percentage by which any Owner shares in the payment of common expenses of the Association without the consent of that Owner and the holders of all recorded liens upon the owner's property. This Declaration may not be amended where such amendment would materially adversely affect a Tract, without the written consent of the Owner of such Tract.

8. GENERAL PROVISIONS.

a. Waiver. Any waiver by the Declarant of any provision of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

b. Declaration Runs With the Land. The restrictions and other provisions under this Declaration shall run with the land and bind the property subjected hereto and shall inure to the benefit of, and be enforceable by, the Declarant, the Association and the Owners for a term of thirty (30) years from the date this Declaration is recorded, after which time, these provisions shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this paragraph, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then the Owners of two-thirds (2/3) of the Tracts agreeing to the termination or modification.

c. Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and

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independent provision and shall not affect the validity of the remaining portion thereof.

d. Damage and Attorneys' Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation or any provision hereof. Any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity. Any party to a proceeding who succeeds in enforcing any provision of this Declaration or enjoining a violation or breach of any provision hereof against any Owner shall be entitled to reimbursement of reasonable attorneys' fees and court costs (including those resulting from appellate proceedings) by such Owner.

e. Headings. The headings of any paragraphs herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

f. Conflicts Between Documents. In the event of a conflict between the provisions of any of the "governing documents", the conflict shall be resolved by reference to the following order of priority: Declaration, Articles, By-Laws and Rules and Regulations. In addition, the Declarant may impose site restrictions for individual Tracts, by agreement with the Tract owner, which create restrictions which are not set forth in this Declaration or its exhibits, or which are more restrictive than any restrictions contained in this Declaration or its exhibits.

IN WITNESS WHEREOF, the Declarant, DP-TA Associates, Ltd., a Florida limited partnership and Worthington Holdings Southwest, LLC., a Florida limited liability company, do hereby execute this Declaration of Restrictions in their respects name by their respective undersigned duly authorized officers on the day and year first above written.

WITNESSES:

Name: VILMA AWELL

Name: Victor L. Stosik

Name: JOHN ASHER

Name: REBECCA NEWBERRY

DP-TA ASSOCIATES, LTD., a Florida limited partnership

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

By: Elias Vassilaros
Executive Vice-President

By: WORTHINGTON HOLDINGS SOUTHWEST, LLC
a Florida limited liability company

By: JEFF DARRACH
Manager

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of January, 2007, by Elias Vassilaros, as Executive Vice-President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of the corporation, on behalf of the limited partnership. He is personally known to me.

Victor L. Stosik
Name:
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 12 day of January, 2007, by ~~John Gnagey~~ JEFF DARRAGH, as Manager of Worthington Holdings Southwest, LLC., a Florida limited liability company, on behalf of the company. He is personally known to me.

Rebecca Newberry
Name: REBECCA NEWBERRY
Notary Public, State of Florida

My Commission Expires:

REBECCA NEWBERRY
MY COMMISSION # DD 468238
EXPIRES: September 5, 2009
Bonded Thru Notary Public Underwriters

JOINDER OF THE ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC.

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in the foregoing Declaration of Conditions, Easements and Restrictions of The Prado at Spring Creek for the purpose of agreeing to perform its obligations under the Governing Documents, as the same may be amended from time to time.

WITNESSES:

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., a Florida corporation not for profit

By: _____
Elias Vassilaros
President

Name: Vilma Amell

Name: Victor L. Stosik

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of January, 2007, by Elias Vassilaros, as President of Arborwood Village Commercial Property Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me.

Name:_____
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

CONSENT AND JOINDER

CITY NATIONAL BANK OF FLORIDA, a national banking association, as the owner and holder of that certain Mortgage and Security Agreement, dated December 14, 2004, and recorded December 17, 2004, under Clerk's File No. 6571076, in Official Records Book 4531, at Page 2416, of the Public Records of Lee County, Florida, hereby joins in the execution of the foregoing Declaration so as to indicate its consent thereto.

WITNESSES:

Name: Hany Aguiar

Name: Charles F Rogers

CITY NATIONAL BANK OF FLORIDA, a national banking association
25 West Flagler Street
Miami, Florida 33131

By: _____
Glenn Parish
Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take oaths and acknowledgments in the State and County aforesaid, personally appeared Glenn Parish, as Vice President of City National Bank of Florida, a national banking association, to me well known to be the person described in and who executed the foregoing Consent and Joinder, and acknowledged before me that acting under due corporate authority, he signed the same and affixed the corporate seal thereto for and on behalf of said bank as the act and deed of said bank.

WITNESS, my hand and official seal at Miami, said County and State aforesaid, this 26th day of December, 2006.

Name: Hany Aguiar
Notary Public, State of Florida

My Commission Expires:

HANY AGUIAR
Notary Public - State of Florida
My Commission Expires Jun 15, 2009
Commission # DD 441260
Bonded By National Notary Assn.

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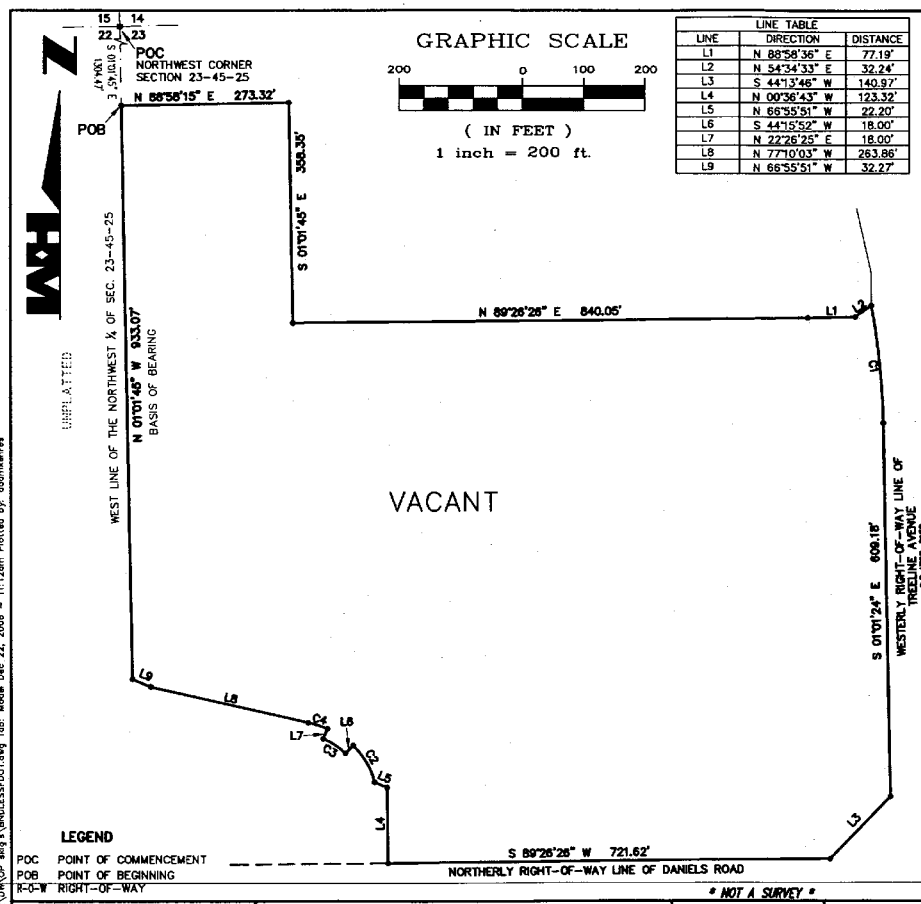
EXHIBIT "A"



GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 88°58'36" E	77.19'
L2	N 54°34'33" E	32.24'
L3	S 44°13'46" W	140.97'
L4	N 00°36'43" W	123.32'
L5	N 66°55'51" W	22.20'
L6	S 44°15'52" W	18.00'
L7	N 22°26'25" E	18.00'
L8	N 77°10'03" W	263.86'
L9	N 66°55'51" W	32.27'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	1137.50'	09°41'01"	192.02'	S 05°51'55" E	192.25'
C2	121.12'	33°20'29"	69.49'	N 30°30'49" W	70.48'
C3	114.33'	21°49'28"	43.29'	N 56°38'51" W	43.55'
C4	198.08'	09°27'37"	32.67'	N 72°44'17" W	32.71'

DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.01°01'45"E., ALONG THE WEST LINE OF SAID SECTION 23, FOR A DISTANCE OF 1304.47 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.88°58'15"E., FOR A DISTANCE OF 273.32 FEET; THENCE RUN S.01°01'45"E., FOR A DISTANCE OF 358.35 FEET; THENCE RUN N.89°26'28"E., FOR A DISTANCE OF 840.05 FEET; THENCE RUN N.88°58'36"E., FOR A DISTANCE OF 77.19 FEET; THENCE RUN N.54°34'33"E., FOR A DISTANCE OF 32.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 4708 AT PAGE 2150 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.79°17'34"W., A DISTANCE OF 1137.50 FEET THEREFROM, THENCE RUN SOUTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1137.50 FEET, THROUGH A CENTRAL ANGLE OF 09°41'01", SUBTENDED BY A CHORD OF 192.02, AT A BEARING OF S.05°51'55"E., FOR A DISTANCE OF 192.25 FEET TO THE END OF SAID CURVE; THENCE RUN S.01°01'24"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 609.18 FEET; THENCE RUN S.44°13'46"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 140.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DANIELS ROAD, HAVING A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN S.89°26'28"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DANIELS ROAD FOR A DISTANCE OF 721.62 FEET; THENCE RUN N.00°36'43"W., FOR A DISTANCE OF 123.32 FEET; THENCE RUN N.66°55'51"W., FOR A DISTANCE OF 22.20 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS S.76°09'25"W., A DISTANCE OF 121.12 FEET THEREFROM, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 121.12 FEET, THROUGH A CENTRAL ANGLE OF 33°20'29", SUBTENDED BY A CHORD OF 69.49 FEET, AT A BEARING OF N.30°30'49"W., FOR A DISTANCE OF 70.48 FEET TO THE END OF SAID CURVE; THENCE RUN S.44°15'52"W., FOR A DISTANCE OF 18.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.44°15'53"W. A DISTANCE OF 114.33 FEET THEREFROM, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 114.33 FEET, THROUGH A CENTRAL ANGLE OF 21°49'28", SUBTENDED BY A CHORD OF 43.29 FEET, AT A BEARING OF N.56°38'51"W., FOR A DISTANCE OF 43.55 FEET TO THE END OF SAID CURVE; THENCE RUN N.22°26'25"E., FOR A DISTANCE OF 18.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY WHOSE RADIUS POINT BEARS S.21°59'32"W., FOR A DISTANCE OF 198.08 FEET THEREFROM, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 198.08 FEET, THROUGH A CENTRAL ANGLE OF 09°27'37", SUBTENDED BY A CHORD OF 32.67 FEET, AT A BEARING OF N.72°44'17"W., FOR A DISTANCE OF 32.71 FEET TO THE END OF SAID CURVE, THENCE RUN N.77°10'03"W., FOR A DISTANCE OF 263.86 FEET; THENCE RUN N.66°55'51"W., FOR A DISTANCE OF 32.27 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 23; THENCE RUN N.01°01'45"W., ALONG THE WEST LINE OF SAID SECTION 23, FOR A DISTANCE OF 933.07 FEET TO THE POINT OF BEGINNING. CONTAINING 24.805 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; AS BEING N.01°01'45"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB-1772

BY JERRY L. RIFFELMACHER P.S.M. #6130 STATE OF FLORIDA

* NOT A SURVEY *

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SEC-TWN-RGE: 23-45-25			
DRAWN BY: AK	DATE 12/06		
CHECKED BY: JLR	DRAWING NO. E-254		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTS

6202F Presidential Court
Ft. Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

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

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 04.092
REFERENCE NO. BNDLESSFDOT

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000019463 Page Number: 19 of 41

EXHIBIT "A-1"

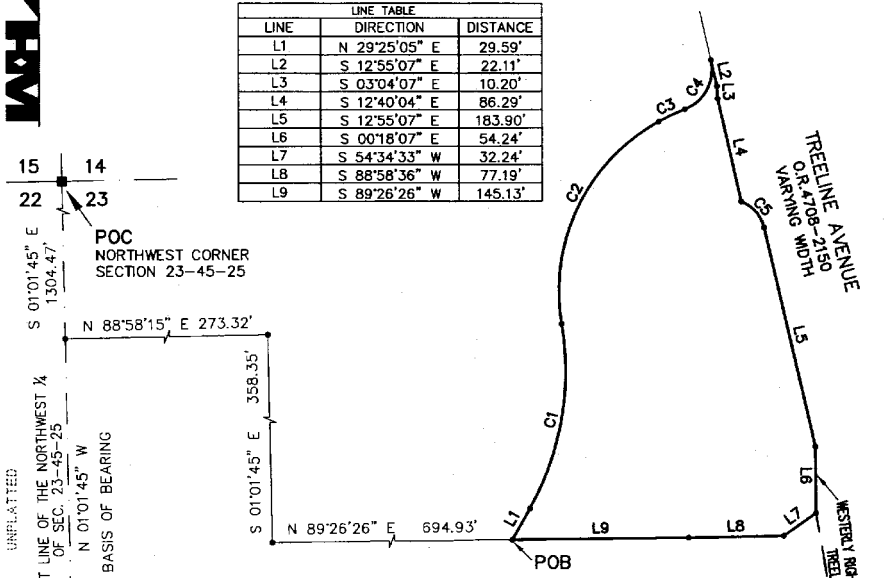
GRAPHIC SCALE

50 0 50 50

(IN FEET)
1 inch = 100 ft.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	230.00'	38°55'18"	153.25'	N 09°57'26" E	156.24'
C2	158.00'	71°02'16"	183.59'	N 26°00'55" E	195.90'
C3	193.67'	07°02'11"	23.77'	N 65°03'08" E	23.78'
C4	35.00'	81°29'21"	45.69'	N 27°49'33" E	49.78'
C5	30.00'	55°45'57"	28.06'	S 40°48'06" E	29.20'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 29°25'05" E	29.59'
L2	S 12°55'07" E	22.11'
L3	S 03°04'07" E	10.20'
L4	S 12°40'04" E	86.29'
L5	S 12°55'07" E	183.90'
L6	S 00°18'07" E	54.24'
L7	S 54°34'33" W	32.24'
L8	S 88°58'36" W	77.19'
L9	S 89°26'26" W	145.13'



LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
R/O/W RIGHT-OF-WAY

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.01°01'45"E., ALONG THE WEST LINE OF SAID SECTION 23, FOR A DISTANCE OF 1,304.47 FEET; THENCE RUN N.88°58'15"E., FOR A DISTANCE OF 273.32 FEET; THENCE RUN S.01°01'45"E., FOR A DISTANCE OF 358.35 FEET; THENCE RUN N.89°26'26"E., FOR A DISTANCE OF 694.93 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.29°25'05"E., FOR A DISTANCE OF 29.59 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 38°55'18", SUBTENDED BY A CHORD OF 153.25 FEET AT A BEARING OF N.09°57'26"E., FOR A DISTANCE OF 156.24 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 158.00 FEET, THROUGH A CENTRAL ANGLE OF 71°02'16", SUBTENDED BY A CHORD OF 183.59 FEET AT A BEARING OF N.26°00'55"E., FOR A DISTANCE OF 195.90 FEET TO A POINT OF COMPOUND CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 193.67 FEET, THROUGH A CENTRAL ANGLE OF 07°02'11", SUBTENDED BY A CHORD OF 23.77 FEET AT A BEARING OF N.65°03'08"E., FOR A DISTANCE OF 23.78 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 81°29'21", SUBTENDED BY A CHORD OF 45.69 FEET AT A BEARING OF N.27°49'33"E., FOR A DISTANCE OF 49.78 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 4708 AT PAGE 2150 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.12°55'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 22.11 FEET; THENCE RUN S.03°04'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 10.20 FEET; THENCE RUN S.12°40'04"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 86.29 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS S.21°18'56"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 55°45'57", SUBTENDED BY A CHORD OF 28.06 FEET AT A BEARING OF S.40°48'06"E., FOR A DISTANCE OF 29.20 FEET TO THE END OF SAID CURVE; THENCE RUN S.12°55'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 183.90 FEET; THENCE RUN S.00°18'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 54.24 FEET; THENCE RUN S.54°34'33"W., FOR A DISTANCE OF 32.24 FEET; THENCE RUN S.88°58'36"W., FOR A DISTANCE OF 77.19 FEET; THENCE RUN S.89°26'26"W., FOR A DISTANCE OF 145.13 FEET, TO THE POINT OF BEGINNING; CONTAINING 1.387 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; AS BEING S.01°01'45"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY _____ P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

* NOT A SURVEY *

H:\2004\2004092\DWG\ALTA\L9-TRA-ISL.dwg Tab: Model Dec 22, 2006 - 11:24am Plotted by: adamwhites

SEC-TWN-RGE: 23-45-25	
DRAWN BY: AK	DATE 12/06
CHECKED BY: JLR	DRAWING NO. E-255

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTS

6202F Presidential Court
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SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 04.092
REFERENCE NO. L9-TRA-ASL

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000019463 Page Number: 20 of 41

EXHIBIT "B"

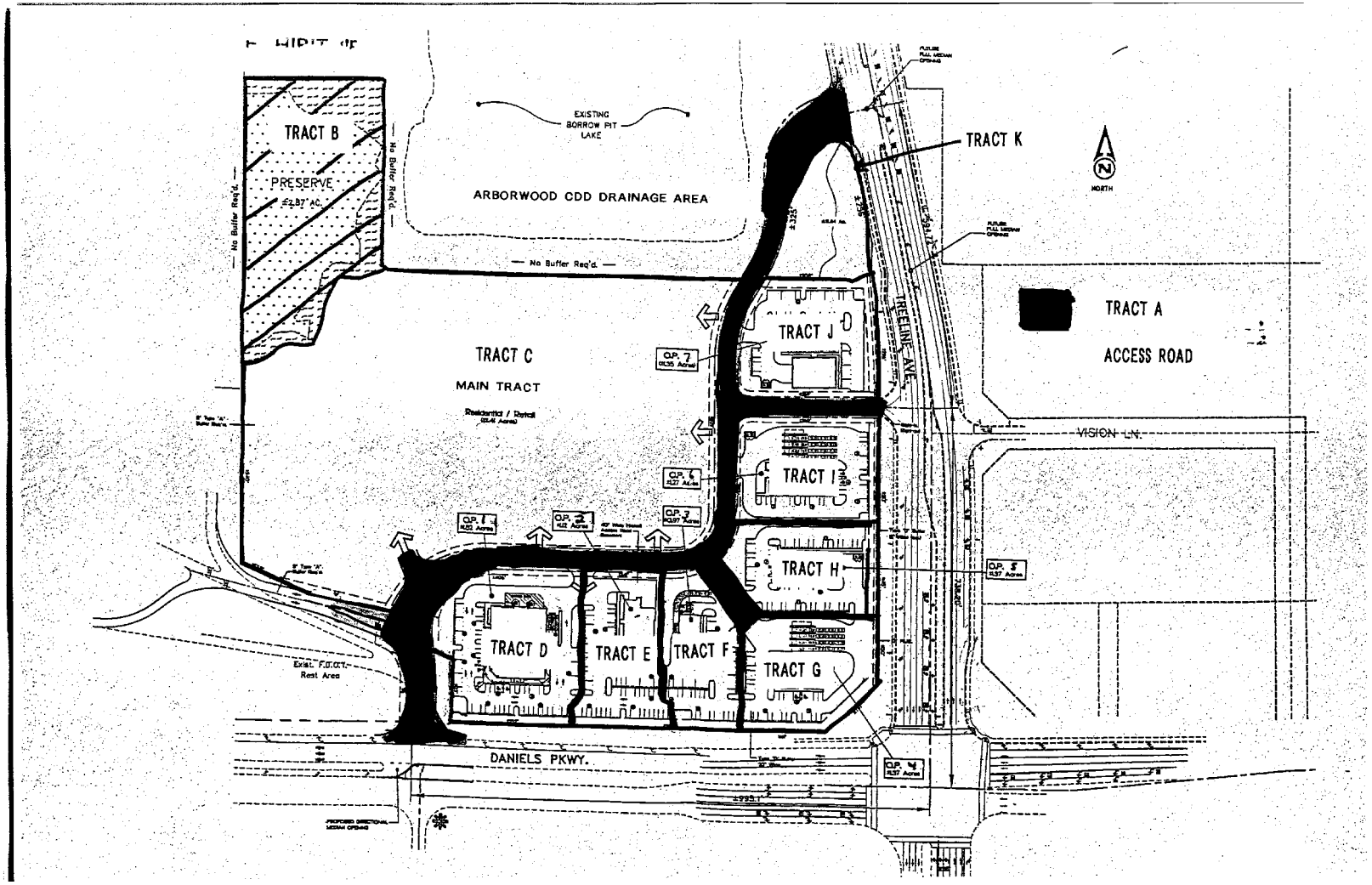

EXHIBIT "C"

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., a Florida corporation, filed on June 2, 2006, as shown by the records of this office.

The document number of this corporation is N06000006007.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifth day of June, 2006

CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

FILED
06 JUN -2 PM 4:16
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

ARBORWOOD VILLAGE

COMMERCIAL PROPERTY ASSOCIATION, INC.

A Corporation Not For Profit

The undersigned, acting as Incorporators of a not-for-profit corporation, under Chapter 617 of the Florida Statutes, entitled the Florida Not For Profit Corporation Act, adopts the following Articles of Incorporation:

ARTICLE I - NAME

The name of this corporation shall be: ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC. (the "Association").

ARTICLE II - DEFINITIONS

All terms which are defined in the Declaration of Conditions, Easements and Restrictions of Arborwood Village (the "Declaration") executed by DP-TA Associates, Ltd., a Florida limited partnership (the "Declarant"), shall be used herein with the same meanings as defined in the Declaration.

ARTICLE III - PURPOSE

The purposes and objects for which this Association is organized are (i) to administer the operation and management of the property and structures placed under the jurisdiction of the Association; (ii) to perform the acts and duties incident to operation and management of the Association in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration, which will be recorded in the Public Records of Lee County, Florida; and (iii) to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Association Property to the extent necessary or convenient in the administration of the Association. The Association shall be conducted as a non-profit organization for the benefit of its members under Chapter 617, Florida Statutes, and shall not be a condominium association under Chapter 718, Florida Statutes.

ARTICLE IV - POWERS

In addition to such other powers and privileges as may be set forth in the Declaration, these Articles, the By-Laws of the Association or the Florida Statutes, the Association shall have the following general powers and privileges:

A. All of the common law and statutory powers and privileges granted to a corporation not for profit that are not in conflict with the Declaration, these Articles, or the By-Laws of the Association.

B. All of the powers conferred on a property owners association by law and which are reasonably necessary to implement and effectuate the purposes of the Association including, without limitation, the power, authority and right to:

1. Administer, operate, maintain, repair, replace and where necessary improve or own the Access Road (including any sidewalk, landscaping and irrigation system thereof, and any street lighting) the Preserve, the Common Areas (including, but not limited to, any private streets, any sewer and potable water facilities if not maintained by a utility company, and any Common Area utilized for drainage or water management purposes including the Preserve), and the landscape buffer located along the south and east boundary lines of Arborwood Village and the irrigation system therfor, in accordance with those governmental

regulations which are applicable. All of the Common Areas shall be maintained so as to achieve the level of performance of said Common Areas as originally planned and constructed and otherwise provide the property with reasonable and adequate drainage.

2. Construct any additional facilities or structures necessary to maintain said level of service.

3. Own, operate, maintain and manage the surface water or stormwater management system(s), including drainage systems and any corresponding infrastructure, constructed in Arborwood Village in a manner consistent with governmental regulations and requirements; and make, levy, assess and collect adequate assessments against Members for the cost of maintenance and operation of the surface water or stormwater management systems.

4. Promulgate, devise and enforce such rules and regulations with respect to governing the use of the Common Areas including the use of the lakes, ponds, waterways and other areas incorporated into the water management system as necessary to protect the quality and drainage of same and to promote the health, safety and convenience of the residents of the property.

5. Make, levy and collect assessments against members of the Association to defray the Common Expenses of the Association, as provided in the Declaration and the By-Laws; including the right to make, levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Association Property, which may be necessary or convenient in the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6. Hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles.

7. Contract for the management of the Association and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration and the By-Laws.

8. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Association Property or property under its jurisdiction which may from time to time be established.

9. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration.

10. Provide and/or arrange for all services which the law permits to be provided by a property owners association.

11. Delegate power(s) where such is deemed in the best interest of the Association.

ARTICLE V - MEMBERS

The qualification of members, the manner of their admission to and the termination of membership, and voting by members shall be as follows:

A. The record owners of all Tracts made subject to the Declaration shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. Membership shall be established by the acquisition of fee title to a vacant Tract, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his or her entire fee ownership in such Tract; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more vacant Tracts, at any time while such person or entity shall retain fee title to or a fee ownership interest in any vacant Tract.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except an appurtenance to the vacant commercial Tract, vacant residential Tract, dwelling unit or commercial improvement owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote a Member shall be entitled to ten votes for each acre of land owned or governed by the Member ("voting interest"). If a Member owns or controls less than one acre, the Member shall be entitled to one vote for each one tenth of an acre owned by such Member, rounded to the nearest tenth of an acre. The voting interest may be exercised or cast by the Members as will be provided for in the By-Laws.

ARTICLE VI - DURATION

The Association shall have perpetual existence.

ARTICLE VII - PRINCIPAL OFFICE

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida as may from time to time be designated by the Board of Directors. The initial principal office of the Association is located at 703 Waterford Way, Suite 800, Miami, Florida 33126-4677.

ARTICLE VIII - DIRECTORS

A. The affairs of the Association shall be managed by the Board of Directors. The number of members of the first Board of Directors shall be three (3). The number of members of succeeding Boards of Directors shall be not less than three (3), or as otherwise provided for from time to time by the By-Laws, and they shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. The members of all Boards of Directors shall be members of the Association or shall be the President, Vice President or General Partner of a corporate or partnership member of the Association.

B. DP-TA Associates, Ltd., a Florida limited partnership (the "Declarant"), shall have the right to designate the members of the Board of Directors for so long as the law will permit it to do so. Vacant commercial Tract, vacant residential Tract, dwelling unit and commercial improvement owners, other than the Declarant, shall have the right to elect such Directors at such time and in such manner as the law requires. Notwithstanding the foregoing, the Declarant shall be entitled at any time to waive in writing its rights hereunder, and to transfer control of the Association to the owners prior to the times required by law. After owners other than the Declarant elect the members of the Board of Directors, the Declarant shall, within the time required by law and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the owners and of the Association held or controlled by the Declarant.

C. The names and addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office until the annual meeting of the Association in the year following the year this corporation is formed, and thereafter until their successors are selected and have qualified, are as follows:

1. Elias Vassilaros
   703 Waterford Way, Suite 800
   Miami, Florida 33126-4677

2. Charles F. Rogers
   703 Waterford Way, Suite 800
   Miami, Florida 33126-4677

3. Victor L. Stosik
703 Waterford Way, Suite 800
Miami, Florida 33126-4677

ARTICLE IX - OFFICERS

A. The Board of Directors shall elect a President Secretary, Treasurer, and as many vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however that the office of President and vice president shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

B. The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

President	Elias Vassilaros
Vice President	Victor L. Stosik
Secretary	Victor L. Stosik
Treasurer	Charles F. Rogers

ARTICLE X - INCORPORATORS

The Incorporators to these Articles of Incorporation and their addresses are set forth below:

Elias Vassilaros
703 Waterford Way, Suite 800
Miami, Florida 33126-4677

Charles F. Rogers
701 Brickell Avenue, Suite 800
Miami, Florida 33126-4677

Victor L. Stosik
703 Waterford Way, Suite 800
Miami, Florida 33126-4677

ARTICLE XI - BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Directors of this Association, and thereafter, the By-Laws may be altered, amended or rescinded not inconsistent with these Articles and the Declaration only by affirmative vote of sixty-five (65%) percent of the Directors present at a duly constituted meeting of the Board of Directors. However, the provisions of these Articles shall prevail in any conflict between the provisions of these Articles and the provisions of the By-Laws.

ARTICLE XII - INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or Officers as a group) shall be indemnified by the Association to the fullest extent permitted by Florida law against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or Officer may be entitled whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Director and Officer (whether current or former) affected by such amendment.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Corporation and one or more of its Directors or Officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its Directors or Officers are directors or officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Corporation shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV - DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Association all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association, without the receipt of other than nominal consideration, by the Declarant, shall be returned in fee simple and without encumbrances to the Declarant, or its successor, whether or not it is a member at the time of such dissolution, unless it refuses to accept the conveyance in whole or in part.

2. Property determined by the Board of Directors to be appropriate for dedication to an applicable governmental agency or utility shall be dedicated to such agency or utility. In the event that such dedication is refused acceptance, such property shall be granted, conveyed and assigned to a nonprofit corporation, Association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

3. Any remaining assets shall be distributed among the Members subject to the limitations set forth below, as tenants in common, each Member's share of the assets to be determined as may be provided in the By-Laws, or in the absence of such provision in accordance with his voting interest.

4. No disposition of the Association property shall be effective to divest or diminish any right or title of any member vested in him under a deed or other recorded instrument applicable to the Tract in Arborwood Village owned by such member unless made in accordance with provisions of such deed or instrument.

ARTICLE XV - AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association holding a majority of the voting interests in Spring Creek, whether meeting as members or by instrument in writing signed by them on any ,amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the president, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him or her of the proposed amendment, or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for each such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his or her post office address as it appears on the records of the Association, with first-class postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members holding not less than a majority of the voting interests in Spring Creek in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Lee County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XVI, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of the Declarant to designate and select members of the Board of Directors of the Association, as provided in Article IX hereof, may be adopted or become effective without the prior written consent of the Declarant.

ARTICLE XVI - REGISTERED AGENT

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., hereby appoints Victor L. Stosik, whose address is 703 Waterford Way, Suite 800, Miami, Florida 33126-4677, as its registered agent.

IN WITNESS WHEREOF, the incorporator hereto has hereunto set his hand and seal this 1st day of June, 2006.

Elias Vassilaros, Incorporator

Charles F. Rogers, Incorporator

Victor L. Stosik, Incorporator

CERTIFICATE DESIGNATING

REGISTERED AGENT AND REGISTERED OFFICE

In compliance with Florida Statutes Sections 48.091, 607.0501 and 617.0501, the following is submitted:

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, has designated 703 Waterford Way, Suite 800, Miami, Florida 33126-4677, as its initial Registered Office, and has named Victor L. Stosik, located at said address, as its initial Registered Agent.

Elias Vassilaros, Incorporator

Charles F. Rogers, Incorporator

Victor L. Stosik, Incorporator

Having been named Registered Agent for the above stated corporation, at the designated Registered Office, the undersigned hereby accepts said appointment, and agrees to comply with the provisions of Florida Statutes Section 48.091, 607.0501 and 617.0501 relative to keeping open said office.

Victor L. Stosik
Registered Agent

FILED
06 JUN -2 PM 4:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "D"

BY-LAWS
OF
ARBORWOOD VILLAGE
COMMERCIAL PROPERTY ASSOCIATION, INC.

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., a Florida corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Association", sets forth these By-Laws:

ARTICLE I

ENTITY

1.1 This Association is organized for the purpose of administering the operation, management and maintenance of certain improvements (e.g., water and sewer systems, drainage system and roadways) within Arborwood Village a mixed-use project containing retail/commercial and/or residential uses located in Lee County, Florida, in accordance with the Declaration of Conditions, Easements and Restrictions of Arborwood Village, herein called the "Declaration", which is to be recorded in the Public Records of Lee County, Florida, as same may be amended. The terms and provisions of these By-Laws are expressly made subject to the terms, provisions, conditions and authorization contained in the Declaration executed by DP-TA Associates, Ltd., a Florida limited partnership (hereinafter referred to as "Declarant").

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

2.1 The principal office of the Association is located at 703 Waterford Way, Suite 800, Miami, Florida 33126-4677, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III

DEFINITIONS

3.1 "MAINTENANCE OF ASSOCIATION PROPERTY OR COMMON AREAS" shall mean the exercise of reasonable care to keep any lakes, ponds, preserves, water management areas, drainage areas, streets, roadways, easements and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

3.2 All capitalized terms used herein, not otherwise defined herein, shall have the meaning ascribed to them by the Declaration, as supplemented or amended (the "Declaration").

ARTICLE IV

MEMBERSHIP VOTING, QUORUM AND PROXIES

4.1 The qualifications of Members, the manner of their admission to membership and termination of such membership, and voting by the Members, shall be as set forth in the Declaration and Articles of Incorporation.

4.2 A quorum at any meeting of the Association's Members shall consist of persons entitled to cast votes representing a majority of the total votes entitled to be cast as determined in the manner set forth in the Declaration and Articles of Incorporation.

4.3 Where a vote is entitled to be exercised by more than one person or by a corporation, partnership or other entity the vote shall be cast by the person named in a certificate signed by all of the individual owners or the appropriate official(s) or representative(s) of such entity. Such certificate shall be filed with the Secretary of the Association and shall remain valid until revoked by subsequent certificate.

4.4 Votes may be cast either in person or by limited proxy. Limited proxies are valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the time of the meeting. A limited proxy is not valid for longer than ninety (90) days after the date of the first meeting for which it was given.

4.5 For matters voted on by the Members, except where otherwise required under the provisions of the Articles of Incorporation, these By-Laws, the Declaration or where the same may otherwise be required by law, the affirmative vote of the holders of a majority of the total votes represented at any meeting at which a quorum is present is necessary for approval of any matter that is to be binding upon all Members.

4.6 The Association is entitled to give all notices required to be given to the Members of the Association by these By-Laws or the Articles of Incorporation or the aforesaid Declaration to the person or entity shown by the Association's records entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

4.7 Change of membership in the Association is established by recording in the Public Records of Lee County; Florida, a deed or other instrument establishing a change in record title to the property interest underlying a right to vote as a Member of the Association. The owner established by such instrument becomes a Member of the Association, and the membership of the prior owner is terminated. The Association may establish reasonable rules requiring appropriate notice and evidence of any such change of ownership. Until appropriate evidence of any such change as may reasonably be required by the Association is furnished, the Association may rely upon its record of Members.

4.8 Matters relating to the affairs of the Association which are voted on by the Members shall be decided by a majority of the votes entitled to be cast at a meeting of the Association where a quorum is present, in person or by proxy, unless a higher percentage is required by the Declaration, the Articles or these By-Laws.

4.9 Subject to the Declaration, voting at any meeting may be by roll call, voice vote or by written ballot. Whenever written approval is required, or whenever an amendment to or termination of the Declaration is proposed, or any borrowing of funds, pledge or other disposition of the Common Areas or other assets is proposed, the voting must be by written ballot. Routine matters such as approval of Minutes, adjournment, acceptance or reports, and social business may be determined by "yeas" or "nays". A roll call vote, or a written ballot vote, may be required instead of a voice vote by the Board of Directors or by the holders of ten (10) votes.

ARTICLE V

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

5.1 The regular annual meeting of the Members of the Association shall be held at the office of the Association, or at such other place as may be designated by the Board of Directors, on the date and time set by the Board each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

5.2 Special meetings of the Members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must

be called by such officers upon receipt of a written request from Members of the Association whose votes represent a majority of the total votes of the Association as determined in the manner set forth in the Declaration.

5.3 Notice of all Members' meetings, regular or special, shall be given by the President, Vice President, or Secretary of the Association, or other officer of the Association designated by the Board of Directors, to each Member, unless waived in writing. Such notice shall be written or printed and shall state the time, place and the object for which the meeting is called. Unless a longer notice period is required by the Declaration or these By-Laws, such notice shall be given not less than ten (10) nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each Member within said time. If presented personally, a receipt of such notice shall be signed by the Member, indicating the date on which such notice was received. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, addressed to the Member at such Post Office address as appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving to the notice and filed in the Association's minute book. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed to be equivalent to the giving of such notice to such Member.

5.4 If any Members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not at ended wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5.5 In meetings of the membership, the President or, in his or her absence the Vice President, shall preside, or in the absence of both, the membership shall select a chairman.

5.6 The order of business at the annual meeting of the Members and, as far as applicable and practical, at any other Members' meeting, shall be as follows:

g. Calling of the roll and certifying of proxies;

h. Proof of notice of the meeting or waiver of notice;

i. Reading of minutes;

j. Report of officers;

k. Reports of committees;

l. Appointment by the President of inspectors of election;

m. Election of directors;

n. Unfinished business;

o. New business; and

p. Adjournment.

5.7 Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of Members are required such number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

5.8 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and Directors at all reasonable times.

ARTICLE VI

BOARD OF DIRECTORS

6.1 The affairs of the Association shall be managed by a Board of Directors consisting of not less than three directors. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

6.2 Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services or any Director, shall be filled by the Board of Directors. However, a director appointed by the Declarant. shall be replaced by Director appointed by the Declarant. The Director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office and shall continue to serve until his or her successor shall have been elected or appointed and qualified.

6.3 The term of each Director's service shall extend to the next annual meeting at which the Director's Term is scheduled to expire, and then until the successor Director is duly elected and qualified, or until the Director is recalled in the manner provided below. Initially, the Declarant and the Board may establish Director terms of more chan one year so that the terms are staggered to assure continuance. However, in no event shall a Director's term exceed three (3) years. Excepting the initial implementation of staggered terms each Director's term shall be of the same length.

6.4 Any Director, except those selected by the Declarant, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all votes entitled to be cast for Directors. A special meeting of the Members recall a Member or Members of the Board of Directors may be called by the holders of ten (10%) percent of the votes entitled to be cast for Directors, giving notice of the meeting as required by these By-Laws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the Members of the Association at the same meeting.

a. If the recall is approved by a majority of all votes entitled. to be cast for Directors, the recall is effective immediately, and the recalled Member or Members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within seventy-two (72) hours after the meeting.

b. If the proposed recall is by an Agreement in writing by a majority of all votes entitled to be cast for Directors, the agreement shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement and shall either certify the agreement to recall a Member or Members of the Board, in which case such Member or Members shall be recalled effective immediately and shall turn over to the Board, within seventy-two (72) hours, any and all records of the Association in their possession, or in writing challenge such recall setting forth the facts and legal basis for no certifying such recall.

c. During a meeting of Members to recall one or more Members of a Board of Directors, the Members shall select and announce the name and address of a representative co receive pleadings, notices, or other papers on behalf of the petitioning Members in the event that the vote at the meeting is disputed and a petition for arbitration is filed as provided in Florida Statutes Chapter 682. If a proposed recall is sought by written agreement, the agreement shall also designate a representative to receive pleadings, notices, or other papers on behalf of the Members executing the agreement in the event the Board of Directors determines not to certify the agreement to recall and files a petition for binding arbitration.

d. The proposed recall of more than one Member of the Board of Directors shall require a separate vote for each Member sought to be recalled or, where recall is attempted by written agreement, a separate agreement is required for each Member of the Board being recalled.

6.5 Any Director may resign at any time by sending or personally delivering. a written-notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently.

6.6 No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in performance of his duties.

ARTICLE VII

ELECTION OF DIRECTORS

7.1 The affairs of the Association shall be managed initially by a board of three Directors. The number of Directors shall never be less than three (3). Other than those selected by the Declarant. Directors must be Members or their spouses; officers of a corporate Member; or partners of a partnership member; or a trustee of a trust member.

7.2 Directors shall be elected at the annual meeting of Members by a plurality of the votes entitled to be cast for Directors which are present in person or by proxy. Each eligible voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not less than sixty (60) days before the annual meeting of the Members, a nominating committee of five Members shall be appointed by the Board of Directors and the committee shall notate one person for each directorship to be filled. Nominations for additional directorships created at the meeting shall be made from the floor. Other nominations also may be made from the floor.

7.3 The Members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall take office as of the date of the first meeting of the Board of Directors following the meeting of Members at which they were elected.

7.4 Anything. herein to the contrary notwithstanding the Declarant shall have the right to appoint all Members of the Board of Directors until the turnover of the Association as set forth in the Declaration.

7.5 The Directors elected or appointed by Declarant need not be Members of the Association.

7.6 The Declarant turns over control of the Association.

7.7 When the Declarant turn over control of the Association under the terms of the Declaration. the Declarant shall call a special meeting within sixty (60) days after such termination. This meeting shall be called on not fewer than ten (10) nor more than thirty (30) days' notice. At this special meeting, all Members shall elect a Board of Directors. To serve until the annual meeting date that is not fewer than eighteen (18) months after such election. Thereafter Directors shall be elected annually at the annual meeting.

7.8 The Declarant may waive its right to elect or designate anyone or more Directors. However, any such waiver will apply only to the specific election at which the waiver is made. If the Declarant does waive such right, the Members shall elect the Board Member or Members who would otherwise have been elected or designated by Declarant.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 The Board of Directors has all power, authority, discretion and duties necessary for the administration and operation of the Association as contemplated by the Declaration, the Articles, and these By-Laws except as otherwise reserved or granted in the Declaration, the Articles, or these By-Laws.

8.2 The Board of Directors may enforce by legal means the provisions of the Declaration, the Articles. These By-Laws and Rules and Regulations for the use of the Common Areas. In the event that the Board of Directors determines that any Member is in violation of any of the provisions of these documents, the Board, or its agent, shall notify the Member of the nature of the violation. If the violation is not cured within five (5) days, or if the violation is repeated, the Board may levy a fine not exceeding Fifty ($50.00) Dollars per offense against the Member. Each day during which the violation continues will be a separate offense. Such fines shall be assessed as a Special Assessment against the Member and shall constitute a lien upon the member's property, and may be foreclosed by the Association in the same manner as any other lien. Before foreclosure of any lien arising from a fine, the defaulting Member shall be entitled to a hearing before the Board, upon reasonable written notice, specifying the violations charged. The Member may be represented by counsel. However, no fine may be levied against the Declarant.

8.3 The Board of Directors has the power to adopt budgets and make assessments, to use and expend assessments and other monies of the Association as necessary to carry out the powers and duties of the Association pursuant to the Declaration, the Articles and these By-Laws.

8.4 The Board of Directors has the power to employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers. maintenance personnel, attorneys, accountants and other professionals as the Board may determine.

8.5 The Board has the power to adopt, amend and rescind reasonable rules and regulations relating to the administration to the Association and the operation and use of the Common Areas, subject to the Declaration and these By-Laws.

8.6 The Board has the power to create and to disband such committees as the Board determines is necessary or useful in the administration of the Association. The Board has the power to reasonably delegate the Board's authority to such committees, subject always to the provisions of the Declaration, the Articles and these By-Laws. All committees of this Association shall keep records and conduct meetings in the same manner as is required of the Board of Directors, to the extent applicable. However, nothing contained in this section shall be deemed to restrict the authority of the President of this Association from appointing advisory committees not inconsistent with committees created by the Board of Directors or the Members.

8.7 The Board has the power to accept such other functions or duties with respect to the property hereunder, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors.

8.8 The duties of the Board of Directors include:

a. To keep a complete record of all its acts and corporate affairs.

b. To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

c. With reference to assessments of the Association:

i. To fix the amount of the Annual Assessment against each Member for each assessment period in accordance with the provisions of the Declaration, Articles of Incorporation and these By-Laws at least thirty (30) days in advance of such date or period;

ii. To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association which shall be open to inspection by any Member; and

iii. To send written notice of each assessment to every Member subject thereto.

d. To issue or cause an appropriate officer to issue, upon request by any Member, a certificate in recordable form setting forth whether any assessment has been paid; and if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

e. To make payment of all taxes and assessments assessed against Association property, of whether, real or personal, including assessments made by the Arborwood Community Development District to pay for the costs of monitoring, maintaining and repair the "off-site" lake and wetlands utilized by the Property as a stormwater drainage facility.

f. To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses including all expenses incurred in maintaining and monitoring the wetland areas located in the Preserve in accordance with the requirements and regulations of the South Florida Water Management District.

g. To enforce by appropriate legal means the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association and any and all applicable laws and regulations.

h. Prior to commencement of any legal action against Declarant for claims, disputes and liabilities pertaining to or arising out of Declarant's obligations and duties in the development of Common Areas, the Board shall in good faith undertake mediation or structured negotiation with Declarant and attempt to resolve the claim, dispute or liability. The Board of Directors is only entitled to bring such legal action upon (i) the failure of the Board of Directors and Declarant to negotiate or mediate a settlement to the claim, dispute or liability; and (ii) the affirmative vote of seventy-five (75%) percent of all votes entitled to be cast by Members of the Association to bring such legal action at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws; and (iii) the unanimous vote of all Directors of the Board of Directors at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws. Regardless of anything herein to the contrary, this provision of the By-Laws may not be modified or superseded by amendment or other provision of these By-Laws or the Articles of Incorporation of the Association, except upon the affirmative vote of seventy-five (75%) percent of all votes entitled to be cast at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws. It is the intent of this paragraph that expenditure of Association funds in litigation should be made only upon the agreement by Members holding seventy-five (75%) percent of the votes entitled to be cast and only after bona fide attempts at negotiation and settlement have been unsuccessful.

i. To take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IX

MEETINGS OF DIRECTORS

9.1 The organizational meeting of the newly elected Board of Directors, which shall also be the Board's annual meeting, shall be held within twenty (20) days of their election at such time, and at such place as fixed by the Directors at the annual meeting of Members at which they were elected.

9.2 Regular meetings of the Board of Directors shall be held at such time and place as provided by a corporate resolution of the Board of Directors.

9.3 Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two (2) directors.

9.4 Notice of regular or special meetings of the Board shall be given to each director personally or by mail, telephone, telegram or facsimile, at least two (2) days prior to the day named for such meeting. Each notice shall state the time, place and purpose of the meeting, unless such notice is waived.

9.5 The transaction of any business at any meeting of the Board of Directors however called and notices, or wherever held, shall be as valid as though made at a meeting duly held at the regular call and notice, if either before or after the meeting each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

9.6 A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where the approval of a greater number of Directors is required by the Declaration or these By-Laws. The written joinder of a Director in the action of a meeting will constitute the concurrence of such Director for the purpose of determining necessary majorities on any action taken or to create a quorum.

9.7 Meetings of the Board of Directors are open to all Members.

9.8 Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereon. Such consent shall have the same force and effect as a unanimous vote of Directors.

ARTICLE X

OFFICERS

10.1 The officers shall be a President, one or more Vice Presidents, Secretary and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a Member of the Board of Directors. An individual may simultaneously hold more than one office so long as the President is not also the Secretary.

10.2 All of the officers of the Association shall be elected by the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New officers may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and qualified or until earlier resignation or removal.

10.3 A vacancy of any office because of death, resignation or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

10.4 All officers hold office at the pleasure of the Board of Directors.

10.5 The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds and other written instruments. The President may, but need not, be a required signatory on checks of the Association.

10.6 The Vice President shall perform all the duties of the President in his absence. The Vice President shall perform such other acts and duties as may be assigned by the Board of Directors.

10.7 The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or she shall sign all certificates of membership; shall keep the records of the Association, and shall record in a book for that purpose the names of all of the Members of the Association together with each member's current address as registered by such Member.

10.8 The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution by the Board of Directors; provided, however, that a resolution by the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budget, adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

10.9 The Treasurer, or the Treasurer's appointed agent, shall keep proper books of account, and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a Member.

10.10 The salaries, if any, of the officers and any assistant officers of the Association shall be determined from time to time by the Board of Directors.

ARTICLE XI

COMMITTEES

11.1 The Board of Directors may appoint such other committees from time to time as it deems desirable.

11.2 The committees appointed by the Board of Directors shall have power to appoint sub-committees from among their membership and may delegate to any such sub-committee any powers, duties and functions.

11.3 It is the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association which is further concerned with the matter presented.

ARTICLE XII

ASSESSMENTS

12.1 The Association has the right to obtain funds with which to operate by assessing its Members in accordance with the provisions of the Declaration, the Article of Incorporation and these By-Laws. Assessments not paid when due shall bear interest from the date when due until paid at the rate of eighteen (18%) percent per annum, or as set, by the Board of Directors, and shall also result in the suspension of voting privileges during any period of such nonpayment. The method of assessment and the manner of enforcing collection thereof shall be as set forth in the Declaration.

12.2 Annual Assessments shall be made in advance on or before December 31st preceding the year for which the assessment is made. Such assessment shall be due in annual installments, which will be due on the first day of the fiscal year for which the assessments are made, unless other payments are provided by the Board or in the Declaration. If an Annual Assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior Annual Assessment.

12.3 In the event the Annual Assessment proves to be insufficient, the budget may be amended at any time by the Board of Directors and a Supplementary Assessment levied. The supplementary Assessment shall be due on the first day of the month following the month in which the Supplementary Assessment is made or as otherwise provided by the Board of Directors.

12.4 Special assessments may also be made from time to time by the Board as provided in the Declaration, with Association approval where required.

12.5 Any property which becomes subject to assessment during the fiscal year shall be assessed and such assessment shall be due within fifteen (15) days after the Association sends a bill for such assessment.

ARTICLE XIII

FISCAL MANAGEMENT

The provisions of fiscal management of the Association as set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

13.1 The Annual Assessment roll hereinafter called "Assessment Roll" shall be maintained a in a set of accounting books in which there shall be an account for each Member. The account shall designate the name and address of the Member the amount of each assessment, the daces in which such assessments become due and the amounts paid on the account and the balance due on prior assessments.

13.2 The fiscal year of the Association shall begin on January 1. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the costs of performing the functions of the Association, and which shall include, but not be limited to, the following items:

a. Regular budget, which shall include provision for the accomplishment of those duties and objectives contemplated by the Declaration, Articles of Incorporation and these By-Laws.

b. Proposed Annual Assessment against each Member as set forth in the Declaration.

Copies of the proposed budget and proposed assessment shall be transmitted to each Member at least fifteen (15) days prior to the beginning of the year for which the budgets are made. If the budgets are subsequently amended before the assessments are made, a copy of any amended budget shall be furnished to each Member. Delivery of a copy of such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the rights of the Board of Directors, at any time in their sole discretion, to levy any Supplemental Assessment in the event the budget originally adopted appears to be insufficient to pay costs and expenses of operation and management or in the event of emergencies.

13.3 The depository of the Association shall be such Federally insured bank or banks as designated by the Directors and in which the monies of the Association shall be deposited. Withdrawal of money from such accounts shall be only by check or wire transfer signed or presented by such persons as are authorized by the Board of Directors.

13.4 Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums of such bonds. shall be paid by the Association and be a Common Expense of the Association.

13.5 The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and first mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members, such records shall include, but not be limited to: (i) a record of all receipts and expenditures; and (ii) an account for each Parcel which shall designate the name and address of the Parcel Owner thereof, the

amount of Assessments charged to the Parcel, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

ARTICLE XIV

OFFICIAL SEAL

The Association shall have an official seal, which shall be circular in form bearing the name of the Association, the words "Florida", the words "Corporation Not For Profit", and the year of incorporation.

ARTICLE XV

BOOKS AND RECORDS

The books, records and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association Members during regular business hours.

ARTICLE XVI

AMENDMENTS

Except as provided in Article VII, these By-Laws may be altered, amended or repealed by a vote of seventy-five (75%) percent of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting. No amendment affecting the Declarant shall be effective without the prior written consent of Declarant, or its successors or assigns.

ARTICLE XVII

NOTICE; RECORDS

17.1 Upon written request to the Association, identifying the name and address of the holder or insurer and the property and address of any property encumbered or insured, any mortgage holder or insurer is entitled to timely written notice of:

a. Any condemnation or casualty loss that affects a material portion of the Common Areas.

b. Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of the property on which it holds the mortgage.

c. A lapse or cancellation of any insurance policy or fidelity bond maintained by the Association.

The Association is required to make available to Members and lenders, and to holders of any first mortgage, current copies of the Declaration, Articles, By-Laws, other rules concerning the properties and the books, records and financial statements of the Association available means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

17.2 Any holder of a first mortgage is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XVIII

CONFLICTS

Any conflict between the Articles of Incorporation and these By-Laws, shall be governed by the Articles of Incorporation. Any conflict between these By-Laws and the Declaration of Restrictions, shall be governed by the Declaration.

ARTICLE XIX

RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Association property. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members and Owners shown on the records of the Association at the time of such deliver or mailing at the last known address for such Members and Owners shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

ARTICLE XX

MISCELLANEOUS

20.1 Every Director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a Director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

20.2 The Board of Directors may, but is not required to, elect to carry policy of officers' and Directors' liability insurance, insuring the officers and Directors against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

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20.3 The foregoing were adopted as the By-Laws of ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida.

Elias Vassilaros
President

Attest: Victor L. Stosik
Secretary

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2009000005009, Doc Type RES, Pages 3, Recorded 01/08/2009 at 01:11 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk MNOLAN

Prepared By & Return To:
VICTOR L. STOSIK, ESQ.
Courtelis Company
703 Waterford Way, Ste. 800
Miami, FL 33126

FIRST AMENDMENT TO
DECLARATION OF CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
ARBORWOOD VILLAGE

THIS FIRST AMENDMENT to DECLARATION OF CONDITIONS,EASEMENTS AND RESTRICTIONS OF ARBORWOOD VILLAGE (the "First Amendment") is made this 31st day of December, 2008 by DP-TA ASSOCIATES, LTD.., a Florida limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the fee simple owner of lots 1, 2, 3, 4, 6 and 8 of ARBORWOOD VILLAGE, according to the Plat thereof, as recorded under Instrument Number 2007000019462, of the Public Records of Lee County, Florida (the "Property"); and

WHEREAS, the Property and lots 5 and 7 of Arborwood Village are being developed under the name of Arborwood Village ("Arborwood Village"); and

WHEREAS, the Declarant has established and created for the benefit of Arborwood Village certain rights of use, ingress and egress in, over and upon certain "common areas" as well as the rights of use, maintenance, repair and replacement of utility and drainage facilities contained within certain utility and drainage areas, both on site and off site, pursuant to that certain Declaration of Conditions, Easements and Restrictions of Arborwood Village, dated January 3, 2007 and recorded January 18, 2007, under Instrument Number 2007000019463, of the Public Records of Lee County, Florida (the "Declaration"); and

WHEREAS, the Declarant has formed Arborwood Village Commercial Property Association, Inc., a Florida corporation not for profit (the "Association"), to operate, administer, maintain, own, and repair portions of of Arborwood Village, including, but not limited to, common areas and the water management and drainage system for Arborwood Village, and the collection and disbursement of the operating expenses, all as more particularly set forth in the Declaration; and

WHEREAS, the Declarant, with joinder and consent of the Association, desires to amend the Declaration and give the public notice of the issuance of a permit issued by the South Florida Water Management District by which the water management and drainage system for Arborwood Village was constructed and will be maintained.

NOW THEREFORE, Declarant hereby amends the declaration as follows,

1. The Association shall operate, manage and maintain the water management and drainage system constructed pursuant to South Florida Water Management District permit number 36-04678-P, August 8, 2006 (the "Permit") pursuant to which said water management and drainage system for the Arborwood Village was constructed and will be maintained.

2. The Association has a complete copy of the permit and the Association acknowledges that it will be perpetually bound by all the terms of the Permit, including any and all compliance requirements, as amended.

3. Except as specifically modified herein, all the terms, conditions, covenants and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarant, DP-TA ASSOCIATES, LTD., a Florida limited partnership, does hereby execute this First Amendment on the day and year first above written.

DP-TA ASSOCIATES, LTD.
a Florida limited partnership

By: Newcaster Devcorp, Inc.
a Florida corporation

By: _____
Elias Vassilaros
Executive Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31st day of December, 2008, by Elias Vassilaros, as President of Arborwood Village Commercial Property Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me.

_____
Name: _____
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

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JOINDER OF THE ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC.

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in the foregoing First Amendment Declaration of Conditions, Easements and Restrictions of Arborwood Village for the purpose of agreeing to perform its obligations under the Permit, as the same may be amended from time to time.

WITNESSES:

Name: PAT TRICHE

Name: REHANA NAZIR

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., a Florida corporation not for profit

By: _____
Elias Vassilaros
President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31st day of December, 2008, by Elias Vassilaros, as President of Arborwood Village Commercial Property Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me.

Name: _____
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

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INSTR # 2007000064679, Doc Type DOC, Pages 17, Recorded 02/27/2007 at 10:51 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $146.00 Deputy Clerk JMILLER

(1)

Prepared By & Return To:
VICTOR L. STOSIK, ESQ.
703 Waterford Way
Suite 800
Miami, FL 33126

DECLARATION OF ARBORWOOD VILLAGE

THIS DECLARATION made this 21st day of February, 2007.

I. DECLARANT. The maker of this Declaration is DP-TA ASSOCIATES, LTD., a Florida limited partnership (herein called "Declarant"). The term "Declarant" shall also mean any successors in interest to the Declarant's right and duties under this Declaration to which it shall have assigned any of its rights and duties hereunder by an express written assignment.

II. PREMISES. The Declarant is the owner of certain real property situated in the County of Lee and State of Florida, which has been platted as Arborwood Village, according to the Plat thereof, and recorded under Instrument No. 2007000019462, Lee County Public Records ("Arborwood Village") and which is described as:

TRACT C (Undeveloped Tract) – Lot 1 of Aborwood Village

TRACT D (OP-1) - Lot 2 of Arborwood Village

TRACT E (OP-2) - Lot 3 of Arborwood Village

TRACT F (OP-3) - Lot 4 of Arborwood Village

TRACT G (OP-4) - Lot 5 of Arborwood Village

TRACT H (OP-5) - Lot 6 of Arborwood Village

TRACT I (OP-6) - Lot 7 of Arborwood Village

TRACT J (OP-7) - Lot 8 of Arborwood Village

The above-described Tracts of land are hereinafter collectively called either the "Entire Premises" or "Arborwood Village"

III. DEFINITIONS. Whenever used herein:

A. "Aggregate Building Area" shall mean the aggregate number of square footage of building improvements within a Tract whether or not actually occupied measured from the exterior walls of the buildings inward and from the center line of any part or common interior walls without deduction for columns, walls or other structural or non-structural components.

B. "Building Area" shall mean the area within each Tract designated by the words "Building Area" on Exhibit "A" attached within which buildings or other structures can be built. The Owners of each Tract may subject to

applicable governmental regulations, within the perimeters of the Building Area on their respective Tracts, alter the configuration and location of a building to be located within said Building Areas incident to such Owners' initial development or later alteration of their respective Tracts.

C. "Common Area" shall mean any or all of those areas of each Tract and the Entire Premises, driveways, parking areas, access ways, exits and entrances, sidewalks, retention areas, as now or hereafter constructed from time to time and upon which no building or other structure is, from time to time, located, together with the portions of the Building Area on each Tract which are not from time to time actually covered by a building or other commercial structure or improvement or which cannot under the terms of this Declaration be used for buildings, subject to changes which can be made thereto within the Building Areas as shown on the attached Site Plan (which buildings or structures can only be constructed with the appropriate building permit approved by the City of Fort Myers or Lee County Building and Zoning), and on which no building or other structure shall be erected hereafter. No Loading Area shall be a part of the Common Area, except to the extent that Utility Easements are on, under or through said areas. Canopies which extend over the Common Areas, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area. Each Owner shall have the right to build within its property such buildings as it desires subject to such restrictions as may be contained in this Declaration and applicable governmental regulations, if any. Notwithstanding anything herein to the contrary, Common Areas shall not include those Common Areas to be administered and maintained by the Arborwood Village Commercial Property Association, Inc., a Florida not for profit corporation, pursuant to that certain Declaration of Conditions, Easements and Restrictions of the Arborwood Village executed by the Declarant on January 3, 2007, and recorded on January 18, 2007, under Instrument No. 2007000019464, of the Public Records of Lee County, Florida.

D. "Common Area Lighting" shall mean the lighting standards as same presently exist and as may in the future be installed and constructed in the Common Area of the Entire Premises. Lighting for any Loading Area shall be included within the Common Area Lighting.

E. "Common Area Maintenance" shall mean the maintenance and repairs required to be performed by an Owner to the Common area pursuant to Subarticle III.C hereof.

F. "Common Area Maintenance Costs" shall mean all reasonable costs and expenses of every kind and nature as may be paid or incurred by the Owner or Lessee of a Tract or any part thereof in operating, equipping, lighting, repairing, and maintaining the Common Area within said Tract or portion thereof, and in providing fire protection and security for that Tract or portion thereof as said Owner or Lessee deems necessary, all as determined in accordance with generally accepted accounting principles, consistently applied. Such costs and expenses shall include, but not be limited to, general maintenance and repairs of the Common Area, resurfacing, striping and cleaning of the parking and driveway areas, the keeping of said areas reasonably free of all settling, reasonably clear of standing water, and in a safe, sightly and serviceable condition, reasonably free of chuck holes, fissures and cracks, cleaning and repairing of sidewalks, curbs, and walkways, maintenance and repair and replacement of the landscaping and the irrigation systems, maintenance and repair of the shopping center signs shared in common by the parties hereto, and the directional signs, the lighting systems in the Common Area, janitorial services in the Common Area, maintenance and repair of the fire

common by the parties hereto, trash disposal for the Common Area, or other utility systems as used in common and/or for the Common Area, the cost of water service and the cost of electricity for lighting in the public areas. Common Area Maintenance costs shall not include a reserve for depreciation.

G. "Driveway Easement" shall mean a non-exclusive perpetual easement appurtenant to each Tract and right-of-way on, over and across the access/entrance road as graphically depicted on Exhibit "I" attached hereto (the "Access Road"), driveways, curbcuts, exits and entrances and those other portions of the Common Area available for vehicular and pedestrian ingress and egress, as same presently exist and as may in the future exist from time to time, subject to changes which can be made thereto, and to be used by pedestrians and automobiles and other vehicles and shall include the use of entrances and exists to and from said areas and walkways located thereon, all as shown on the attached Site Plan, subject to changes which can be made thereto.

H. "Lessee" shall mean the lessee of an Owner, which Lessee is leasing from an Owner either all or a portion of a Tract.

I. "Loading Area" shall mean areas on the Entire Premises shown on the Site Plan and designated with the words "Loading Area" and those areas subsequently added by an Owner as a Loading Area.

J. "Owner" shall mean any present or future person or persons, entity or entities, who are the record Owner of any fee interest in the Entire Premises, their heirs, successors, legal representatives and assigns, excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant.

K. "Parking Easement" shall mean a non-exclusive, perpetual easement appurtenant to Tracts D through J on, over and across those parking areas and other portions of the Common Area located on Tracts D through J, excluding the Driveway Easement, to be used for the parking of automobiles and other vehicles, as same may exist from time to time, subject to changes which can be made thereto.

L. "Tract" shall mean when used herein in its singular, capitalized form, each of the Tracts as currently graphically depicted on the Site Plan attached hereto. The Site Plan depicts the general boundaries of each Tract. Each Tract as depicted on the Site Plan may be further sub-divided into additional Tracts or combined into less Tracts.

M. "Utility Easement" shall mean non-exclusive perpetual easements and rights-of-way appurtenant to each Tract under and through any portion of the Common Area and/or Loading Area as same presently exist and as may in the future be used for the location (i.e., installation, operation, maintenance, repair and replacement) of sewer, water, storm drainage, electric, telephone and gas utility pipes or storm drainage retention areas in the Common Area and/or Loading Area, at locations to be agreed upon by the Declarant and for the benefit of all structures constructed within the Entire Premises. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in Arborwood

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Village). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the grantee's installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Tracts upon which such utility lines and facilities are located within thirty (30) days after the date of construction of same. The Declarant and the Owners covenant and agree to maintain in good condition and repair, or cause to be so maintained and kept in repair, such utility facilities situated on their respective properties, which exclusively service their respective properties and which are not maintained by Arborwood Village Commercial Property Association, Inc. or a utility company.

IV. PURPOSE OF DECLARATION. The Declarant proposes to improve the Entire Premises as an integrated community containing commercial/ retail and/or residential uses and the purpose of this Declaration is to create and establish certain easements, restrictions and obligations with respect to the Entire Premises and certain Tracts (i.e., Tracts D, E, F, G, H, I and/or J). In order to effect said purpose:

A. The Declarant or the future owner of either Tracts D, E, F, G, H, I and/or J has and/or will erect various buildings upon, and has set aside for possible future construction, certain portions of the Entire Premises as shown on the Site Plan.

B. The Declarant or the future owner of either Tracts D, E, F, G, H, I and/or J has and/or will make and provide certain improvements and facilities on Tracts D, E, F, G, H, I and/or J for ingress, egress and parking, including roadway, parking, grading, surfacing, lighting, striping and planting, which facilities on each Tract shall provide not less than the greater of (i) five (5) parking spaces for each one thousand (1,000) square feet of Aggregate Building Area; or (ii) the minimum number of parking spaces required by applicable law.

C. All of the improvements and facilities for parking, ingress and egress described in Subparagraph B above situated on Tracts D, E, F, G, H, I and/or J under the same are herein collectively called the "Common Areas".

D. The Declarant or the future owner of either Tracts D, E, F, G, H, I and/or J has and/or will make and provide certain utility improvements and facilities, including the installation of sewer, water and electric lines, in, under, over and upon, and hereby sets aside for such purposes, certain portions of the Entire Premises (said portions of the Entire Premises as now hereafter established by the Declarant for utility facilities and the said utility improvements and facilities thereon are herein called "Utility Areas").

E. The Declarant desires to establish and create for the benefit of said Tracts certain rights of use, ingress and egress in, over and upon said Common Areas as well as the rights of use, maintenance, repair and replacement of the utility facilities contained within the Utility Areas, including the right to expand the same.

V. DECLARATION. The Declarant, as the owner of the entire Premises, for itself, its successors and assigns, hereby declares as hereinafter set forth:

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A. RECIPROCAL EASEMENT.

1. The Declarant does hereby establish and create for the benefit of the Tracts and does hereby give, grant and convey to each and every person, firm or corporation hereafter owning any portion of any of the Tracts, the Driveway Easement and the Utility Easement. The Declarant does hereby further establish and create for the benefit of Tracts D, E, F, G, H, I and/or J and does hereby give, grant and convey to each and every person, firm or corporation hereafter owning any portion of any of Tracts D, E, F, G, H, I and/or J the Parking Easement. All of the rights and privileges created by the foregoing grant of a mutual non-exclusive Driveway Easement, Parking Easement and Utility Easement are herein collectively referred to as the "Easement" and the areas to which they apply are called "Easement Areas".

2. The Easement established, created and granted hereby shall be for the benefit of, and restricted solely to the Owners from time to time of the Tracts, but any Owner may grant and does hereby grant the benefit of such Easement to the tenants, subtenants, agents, contractors, employees, licensees and invitees of such Owner now or hereafter occupying building space on any of the Tracts for the duration of such tenancy, and to the agents, contractors, customers, employees, licensees and business invitees of said tenants and/or subtenants, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public; provided, however, that any such grant to such tenants, their customers, employees and business invitees is and shall be subject to the right and power of the Owners as set forth herein. No part of the Easement Areas shall ever be leased or the right to use same granted to any other person, firm or corporation, except to Owners of the Tracts, and to tenants of such Owners during the term of the tenancy, and to the customers, employees and business invitees of said tenants.

3. The Declarant for itself and the then Owners in fee of all or any part of the Easement Areas does, however, reserve the right to close temporarily all or any portion of the said Easement Areas to such extent, in the opinion of the Declarant or the then Owners of all or any part of the Easement Areas, as may be legally necessary and sufficient to prevent a dedication thereof or an accrual of any rights in any person other than as aforesaid or in the public generally therein, provided such closure does not materially adversely interfere with the conduct of business on any Owner's Tract.

B. MAINTENANCE. Each Owner shall, at his own expense, keep his Tract, the improvements thereon including the exterior of any building or structure located thereon, and the Common Area located thereon in good order, condition and repair and free of rubbish, debris and other hazards to person using such areas. In the event any Owner (the "Defaulting Owner") shall during the term of this Declaration fail to perform or cause to be performed the Common Area Maintenance with respect to the Common Area of that Owner's Tract, then upon thirty (30) days' written notice to the Defaulting Owner, and the Defaulting Owner's failure to remedy that default, any other Owner (the "Performing Owner") may perform or cause to be performed the Common Area Maintenance of the Defaulting Owner. Any Owner shall have the right to cure any default on the part of any other Owner, including specifically but without limitation thereon the right to cure the default in the performance of Common Area

Maintenance causing same to be done in the manner above set forth and by advancing the Common Area Maintenance Costs thereof, with the further right of reasonable access for such purpose upon the Tract of such Defaulting Owner, and with the right to demand and collect reimbursement from any such Defaulting Owner of the amount so advanced, together with interest from the date of such advance at the highest legal rate of interest permissible to be collected under the usury laws of the State of Florida then in force (the "Legal Rate"). Any claim hereunder for contribution or reimbursement and interest shall be a secured right and a secured obligation and a lien therefor shall attach to the Tract owned by the Defaulting Owner, and such lien shall be effective upon recording notice thereof in the Public Records of Lee County, Florida. Notwithstanding the foregoing sentence, such lien shall be subordinate of the lien of any first mortgage in favor of an institutional lender (defined to be a bank, savings and loan association, insurance company, pension fund or real estate investment trust) encumbering the Tract of the Defaulting Owner and any purchaser at any foreclosure sale (including a grantee of a deed in lieu of foreclosure sale) under any such first mortgage shall take title free from any such then existing lien, but otherwise subject to the provisions of this Declaration. At any time and from time to time the Owner of a Tract shall have the right to relocate on its Tract any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Tract served by the utility line or facility; (ii) shall not unreasonably interfere with or diminish utility service to the Tracts served by the utility line or facility; (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility; (iv) shall be performed without cost or expense to the Owner or occupant of any other Tract; and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated utility line and facilities to the Owners of all Tracts served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

C. RESTRICTIVE COVENANTS. The following restrictive covenants shall apply to the Tracts:

1. Each building in the Arborwood Village, now and in the future shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, the color thereof, but excluding building signs for tenants) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Arborwood Village. The Declarant's approval of an Owner's plans and specifications for an Owner's improvements shall conclusively establish such compatibility. No building may be constructed nor the exterior of any existing building changed in any way (including, without limitation, the color thereof, but excluding buildings signs for Owners) without the prior written approval of the Declarant as to the exterior elevations (including, without limitation, the color thereof, but excluding building signs for tenants) of the building to be constructed or modified, which consent shall not be unreasonably withheld or delayed. Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to the Declarant to enable the Declarant to make a reasonable determination as to the architectural and aesthetic compatibility of said building or

enable the Declarant to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with all other buildings in the Arborwood Village and also determine that the Owner has provided on its Tract the water quality required by the South Florida Water Management District. The Declarant may not arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Arborwood Village. The Declarant must approve or disapprove the proposal within twenty (20) days after receipt of the proposal, and if the Declarant disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If the Declarant rejects or disapproves the proposal and fails to provide such explanation within the twenty (20) day period, the Declarant shall be deemed to have approved same provided that, when the approval was sought, the one seeking the approval stated in writing to the Declarant that, if a disapproval with explanations was not made within the twenty (20) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

2. Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the insurance services office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Tract. The purpose of this subparagraph is to allow buildings built on each Tract to be fire rated as separate and distinct units without deficiency charge.

3. No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Arborwood Village.

4. Without the written consent of the Declarant, no building structure, improvement, sign or other obstruction shall be erected, placed or located upon any portion of the Entire Premises except within the Building Areas. Without the written consent of all the Owners of the Tracts, no building structure shall be erected, placed or located upon any portion of the Entire Premises except within the Building Areas. Further, without the written consent the Declarant, buildings and other structures to be erected, placed or located in the Building Areas will be erected, placed and located only to the extent that a ratio of parking area to building areas shall be maintained for each Tract so that there shall always be in the Parking Easement of each Tract not less than the number of parking spaces required by Subarticle IV.B. hereof.

5. Without the written consent of the Declarant, the Owners other than the Declarant shall be prohibited from using any space within a Tract for uses other than those uses allowed under the Commercial Planned Development zoning classification of Lee County ("CPD Uses") as said CPD Uses are allowed as of the date of this Declaration or as may be subsequently permitted. Notwithstanding the fact that CPD Uses presently include the following uses, without the written consent of the Declarant, none of the following uses shall be permitted within a Tract:

b. Army/Navy, Salvation Army, Goodwill or other surplus store;
c. Off-track betting, gambling and/or bingo parlor;
d. Dog and pet hospital;
e. Funeral home or mortuary;
f. Massage parlor or bath house;
g. Health spa, studio and/or club;
h. Motel or hotel;
i. Natatorium;
j. Movie or open air theater;
k. Pawn shop or pawn broker;
l. Amusement or recreation center including video game arcade or skating rink;
m. Medical, plasma or kidney dialysis center;
n. Alcohol or drug rehabilitation center;
o. Warehouse;
p. Manufacturing; or
q. Bowling alley.
r. Church or religious institute;
s. Any local, state or federal governmental office or library;
t. Plant nursery;
u. Sporting event or sports or game facility;
v. Night club; or
w. Bar or lounge except said use may be permitted if incidental in connection with the operation of a restaurant.

6. Without the written consent of all Owners, no space within a Tract may be used as:

a. A theater or "adult movie house" which exhibits or shows pornographic, sex or "skin" movies and unexpurgated and unrated film or films produced and released by other than recognized and established motion picture producers and distributors. For example, the program and film presentations as shown at theaters which are generally recognized to be first run theater such as those operated by United Artists, Muvico Theatres, AMC Theatres, Regal Cinemas and General Cinema shall be deemed to be acceptable and to comply with the terms and conditions of this Declaration. In reference to the aforesaid rating of pictures, motion pictures with a Motion Pictures Producer's Association rating or a rating by a recognized and established industry-rating system shall not be deemed to be pornographic, sex, "skin" or unrated pictures, and provided they comply with all the other requirements of this use restriction clause, may be exhibits.

b. A bar, lounge, restaurant or any other type of business that (i) exhibits the type of films prohibited under Subarticle V.C.6.a. above; (ii) permits serving personnel to be on any portion of the premises in unclothed or transparently clothed condition; or (iii) exhibits or shows any live entertainment which includes therein the exhibition of male and/or female bodies in unclothed or transparently clothed condition or depicting acts which cause arousal of the prurient interest of the average person or which includes "Go-Go" dancing or burlesque dancing.

c. A business which offers for sale pornographic books, magazines, videos, photographs or other types of literature

or other periodicals. As used herein, the word "pornographic" shall mean that type of material that would not be offered for sale in national bookstores such as Walden Books and Doubleday.

d. An establishment or business which has a substantial or significant portion of its stock-in-trade and other goods and items held for sale or rental and which are distinguished or characterized by their emphasis on matters depicting, describing or relating to "specific sexual activities" or "specific anatomical areas" or as an establishment with a segment or section diverted to the sale, rental or display of such material or any activities or the sale or rental of merchandise that would offend local community standards (any determination as to what constitutes local community standards shall be at the Declarant's sole discretion), or which a portion of the inventory is not available for sale or rent to children under eighteen (18) years old because such inventory explicitly deals with or depicts human sexuality.

D. COMMON AREA LIGHTING. Each Owner shall light the Common Area within their respective Tracts on each day at or about the same time that the municipality shall turn on street lights and the same shall be kept lighted until 1:00 a.m. the next day. After 1:00 a.m. until dawn, the lighting in the Common Areas within each Tract may be reduced to one-third (a) of the total available light fixtures.

E. LIABILITY INSURANCE. Each Owner shall at his own expense, continuously carry or cause to be carried in full force and effect, comprehensive general liability insurance with a good and reputable insurance company authorized to do business in the State of Florida, insuring against liability for injury to persons and/or property occurring on or about their respective portions of the Common Areas and the Utility Areas on an occurrence basis in the minimum amount of Three Million and 00/100 ($3,000,000.00) Dollars. Each such policy or policies of insurance relating to the Common Areas and Utility Areas shall name the Associates and all of the Owners as additional insured thereunder, and such policy or policies shall provide that the same may not be canceled except after thirty (30) days without notice in writing to all persons insured thereunder. Notwithstanding the foregoing, an Owner may elect to provide coverage for the foregoing risks by a plan of self-insurance as long as the Owner has a minimum net worth of One Hundred Thousand and 00/100 ($100,000,000) Dollars. The Declarant may upon written request obtain from the Owner verification of whether the Owner is self-insuring and whether the foregoing net worth requirement is being met.

F. CONDEMNATION. In the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Entire Premises, that portion of the award attributable to the value of any land within the Easement Areas so taken shall be payable only to the Owner in fee thereof and no claim thereon shall be made by other Owners provided, however, that all Owners may file claims with the condemning authority over and above the value of the land within any of said Easement Area so taken to the extent of the damage suffered which results from the severance of the appurtenant Easement Area so taken. The Owner in fee of each portion of the Easement Area so owned by such Owner shall upon the completion of the taking restore the remaining Easement Areas as near as practicable to the condition of same immediately prior to such condemnation and without contribution from any other Owner of the Tracts.

G. CASUALTY. In the event all or any portion of any building in the Arborwood Village is (i) damaged or destroyed by fire or other casualty; or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty or condemnation (i) shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Arborwood Village or any portion thereof; (ii) to the extent permitted by applicable law, shall be covered by a one inch asphalt dust cap or sodded or seeded with grass; and (iii) shall in all events be kept weed free and clean at the Owner's sole cost and expense until buildings are reconstructed thereon.

H. NO PARKING CHARGES. At no time shall any charges or manner of charges for parking, ingress or egress be made for use of any portion of the Common Area.

I. TOPOGRAPHY. No Owner or tenant of such Owner shall change the grade of any portion of the Entire Premises in any manner that would result in the Driveway Easement and Parking Easement not being a single integrated driveway easement and Parking Easement with full and convenient access to each part thereof, and no fences, walls, signs, pools, curbing or other obstruction that would interfere with the free flow of pedestrian and vehicular traffic may be erected, constructed or maintained above the surface of any portion of the Driveway Easement and Parking Easement. Notwithstanding the foregoing, signs, decorative landscaping, walkways, arcades, curbs, fire hydrants or lighting facilities which do not interfere with the use of the Driveway Easement and Parking Easement may be installed with the prior written approval of the owner of the Easement Area upon which such facilities are to be located, and canopies, marquees, mall enclosures and supports attached to the building may project over sidewalks and walkways within the Common Area.

VI. AMENDMENT.

The provisions of this Declaration, including the Easements created hereby, may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the Owners of Tracts containing eighty (80%) percent of the total square footage of the Building Area in the Arborwood Village at the time of such modification or termination, by declaration in writing, executed and acknowledged by all said Owners, duly recorded in the Public Records of Lee County, Florida; but this Declaration may not otherwise be abrogated, modified, rescinded or amended, in whole or in part. Provided, however, any amendments or modifications to this Declaration that would result in the terms and provisions of this Declaration (i) being more restrictive with respect to a Tract than existed prior to such amendments or modifications; (ii) that increases the obligation of the Owner of a Tract; (iii) that changes the proportion or percentage by which any Owner shares in the payment of common expenses of the Association; or (iv) that would materially adversely affect a Tract shall require the prior written approval of the Owner of said Tract, which approval shall not be unreasonably withheld, conditioned or delayed. Should the Owners of Tracts containing eighty (80%) percent of the total square footage of the Building Area in the Arborwood Village desire to initiate any amendment or modification of this Declaration in such a way as to require the consent of the Owner(s) of the affected Tract(s) pursuant to this paragraph, said Owner shall deliver a copy of the proposed amendment or modification to the Owner(s) of the affected Tract(s). The Owner(s) of the

affected Tract(s) shall respond in writing to the Owners within thirty (30) days after receipt of the proposed amendment or modification. Should the Owner of a Tract fail to respond in said thirty (30) day period, they shall be deemed to have approved the proposed amendment or modification, said Owners shall be authorized to recite in the amendment or modification that the Owner(s) of an affected Tract(s) has failed to respond to the proposed amendment or modification within the prescribed period, and as a result has consented thereto, and said Owners and all third parties shall be entitled to rely upon such recitation, absent fraud in such recitation.

VII. ANNEXATION.

A. Annexation By Declarant. The Declarant may from time to time within six (6) years of the date of this Declaration bring, in whole or in part, the Undeveloped Tract under the provisions hereof by recorded supplemental declarations (which shall not require the consent of the existing Owners or the Arborwood Village Commercial Property Owners' Association, Inc.) and thereby add to the Entire Premises, provided that any such real property so added shall be part of Arborwood Village. To the extent that additional real property (i.e., the Undeveloped Tract) shall be made a part of the Entire Premises as a common scheme, reference herein to the Entire Premises should be deemed to be reference to all of such additional property where such references is intended to include property other than that legally described above. Nothing herein, however, shall prevent the Declarant from rezoning and changing the development plans with respect to such future portions and/or the Declarant from adding additional or other property to the property under such common scheme.

The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Lee County, Florida of an amendment or supplement hereto properly executed by the Declarant and without the consent of the members of the Arborwood Village Commercial Property Owners' Association, Inc. Until such amendment is recorded, no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Tract, nor shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Tract.

B. Additions or Modifications. Such amendments or supplements to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of that portion of the Arborwood Village or the Undeveloped Tract which are the subject of such amendments or supplements to the Declaration, as are not incosistent with the scheme of this Declaration, as determined by the Declarant. Further, such amendments or supplements to the Declaration may contain provisions relating to such portion of Arborwood Village and/or such Undeveloped Tract, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of Arborwood Village and pertaining to all or part of such portion and/or such Undeveloped Tract to the exclusion of other portions of Arborwood Village.

C. Other Annexation of Property. Land, other than land annexed in accordance with this Article X hereof, may be annexed to the Property with the consent of two-thirds (2/3rds) of the Owners. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Lee County.

D. Amendment. The provisions of this Article VII cannot be amended without the written consent of the Declarant, and any amendment of this Article VII without the written consent of the Declarant shall be deemed null and void.

VIII. GENERAL PROVISIONS.

A. Remedies. In the event of a breach or attempted or threatened breach, in any of the terms, covenants and conditions thereof by any Owner (the "Non-Performing Party"), any one or all other Owners of said Tracts (the "Performing Party") shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, and any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of one or more of the Owners. If the party bringing suit prevails, all costs and expenses of any such suit or proceedings shall be assessed against the non-prevailing party and shall constitute a lien against the real estate or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted for until paid, effective as hereinafter provided. In the event of a breach of any of the terms, covenants and conditions hereof upon thirty (30) days' written notice or upon ten (10) days' written notice if such breach involves a potential danger to the health or safety of persons in or about the Arborwood Village or involves substantial deterioration of the Tracts or involves material adverse harm to or interruption of an Owner's business unless otherwise provided in this Declaration, to the Non-Performing Party, any Performing Party may enter upon the Tract of the Non-Performing Party and cure said default, and the Non-Performing Party shall reimburse the Performing Party for any expenses incurred in effecting such curative performance within thirty (30) days of receipt of an invoice therefor. Any claim hereunder for reimbursement shall be a secured right, and a lien therefor shall attach to the Tract owned by the Non-Performing Party as hereinafter provided. The lien for costs and expenses of suit or for expenses incurred in effective curative performance shall be effective upon recording notice thereof in the Public Records of Lee County, Florida, but any such lien shall be subordinate to any first institutional mortgage encumbering the Non-Performing Owners Tract, which mortgage is or shall be recorded in the Public Records of Lee County prior to the recordation of such notice of lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee of a deed in lieu of foreclosure or trustee's sale) under any such first institutional mortgage shall take title free from any such lien, but otherwise subject to the provisions of this Declaration. The remedies specified herein possessed by any one or all such Owners shall be cumulative as to each and as to all others permitted at law or in equity.

B. Waiver. Any waiver by the Declarant of any provision of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

C. Attorneys' Fees. Any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity. Any party to a proceeding who succeeds in enforcing any provision of this Declaration or enjoining a violation or breach of any provision hereof against any Owner shall be entitled to reimbursement of reasonable attorneys' fees and court costs (including those resulting from appellate proceedings) by such Owner.

D. Duration of Declaration. The easements, restrictions, benefits and obligations hereunder shall create mutual and reciprocal benefits and

servitudes upon the Entire Premises, running with the land thereof, and which shall continue for a period of seventy-five (75) years from the date hereof unless earlier terminated by the written consent of all Owners as hereinafter set forth.

E. Notice and Consent. Any notice given pursuant to this Declaration shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, or if sent by courier service or overnight delivery, to the principal place of business of the party entitled to such notice, or to such other address as may be designed by like notice. The time of the rendition of such notice shall be (i) if mailed then when it is either delivered or refused; or (ii) if by courier or overnight delivery service when it is delivered. Communications, statements and payments shall be similarly addressed. Whenever any Owner has the right of consent, said consent must be in writing and signed by the consenting Owner to be effective.

F. Parties Relationship and Definition. Nothing herein shall be deemed or construed so as to create the relation of principal and agent, partnership, joint venture or of any association between the Owners of the various Tracts. The use of the neuter singular pronoun to refer to any Owner shall be deemed a proper reference even though such Owner shall be an individual, partnership, corporation or a group of two or more of any of the same. The necessary grammatical changes require to make the provisions of this Declaration apply in the plural tense where there is more than as aforesaid and to either corporations, partnerships, individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

G. Force Majeure. If any Owner shall be delayed or prevented from the performance of any act required by this Declaration by reason of strikes, utility failures, restrictive laws, riot, acts of God or other similar reason not the fault of the non-performing Owner, then the performance time for such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse any Owner from the prompt payment of any obligations hereunder.

H. Applicable Law. This Declaration shall be construed in accordance with the laws of the State of Florida.

I. Binding Effect. The terms, covenants, conditions and warranties herein shall run with the land and inure to the benefit of and be binding upon the Declarant and the respective successors and assigns of the Declarant. The easements, benefits and obligations hereunder shall create mutual and equitable benefits and servitudes upon the Entire Premises running with the land for the term hereof.

J. Captions. The captions of this Declaration are for convenience of reference only and shall not be used to vary the contents of this Declaration or the covenants, representations or warranties herein set forth or limit the scope or provisions of any paragraph of this Declaration.

K. Estoppel Letters. At anytime and from time to time, each Owner will deliver to any other Owner requesting the same, at statement in writing certifying the nature and extent of any then existing defaults, and if none, that there are no then existing defaults under this Declaration, certifying that this Declaration is in full force and effect and unmodified (or if there shall have been modification, that the same is in full force and effect as modified and stating the modifications) and further certifying the names of all parties whose consent is necessary to any modification of this Declaration.

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all parties whose consent is necessary to any modification of this Declaration.

L. Severability. If any term or provision of this Declaration or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Declaration and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extend permitted by law.

M. Indemnification. Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings and causes of action incurred by an Owner, for injury to or death of any person or damage to or destruction of any property occurring either in the interior of any building constructed on the indemnifying Owner's Tract resulting or occurring by reason of the indemnifying Owner's use and occupancy of said Owner's Tract, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: George J. Myers, Jr.

Name: Victor L. Stosik

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

By: Elias Vassilaros
Executive Vice President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21st day of February, 2007, by Elias Vassilaros, executive Vice President of Newcaster Devcorp, Inc., a Florida corporation, the sole general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of the corporation, on behalf of the partnership. He is personally known to me and did/did not take an oath.

Name:
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

(C:\Documents and Settings\MDegnore\My Files\DP-TA\DP-TA-ARBORWOOD-DECLARATION 1-19-07.doc)

MORTGAGEE CONSENT AND JOINDER

KNOW ALL MEN BY THESE PRESENTS that the undersigned, CITY NATIONAL BANK OF FLORIDA, a national banking corporation, the owner and holder of that certain Mortgage and Security Agreement encumbering the following lands in Lee County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

which Mortgage and Security Agreement is dated the 14th day of December, 2004 and recorded on the 17th day of December, 2004, under Instrument No. 6571076, in Official Records Book 4531, at Page 2416, and re-recorded on January 17, 2005, under Instrument No. 6594295, in Official Records Book 4549, at Page 4252, of the Public Records of Lee County, Florida, for itself, its successors and assignee, consents to, joins in the execution of, and subordinates its mortgage and lienhold interests to the foregoing Declaration of Arborwood Village.

IN WITNESS WHEREOF the undersigned has caused this Mortgagee Consent and Joinder to be signed this 22nd day of January, 2007.

Witnesses:

Name: HANY AGUIAR

Name: Olivia M Patino

CITY NATIONAL BANK OF FLORIDA

By: _____
Glenn Parish
Vice-President

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 22nd day of January, 2007, by Glen Parish as Vice-President of CITY NATIONAL BANK OF FLORIDA, a national banking corporation, who is personally known to me or who has produced _____ as identification.

Notary Public

HANY AGUIAR
Printed, typed or stamped name of Notary Public

(Seal)

HANY AGUIAR
Notary Public - State of Florida
My Commission Expires Jun 15, 2009
Commission # DD 441260
Bonded By National Notary Assn.

(C:\Documents and Settings\All Users\My Files\DP-TAARHOW\OLD-CNB-MORTGAGEE-CONS 1-19-07.doc)

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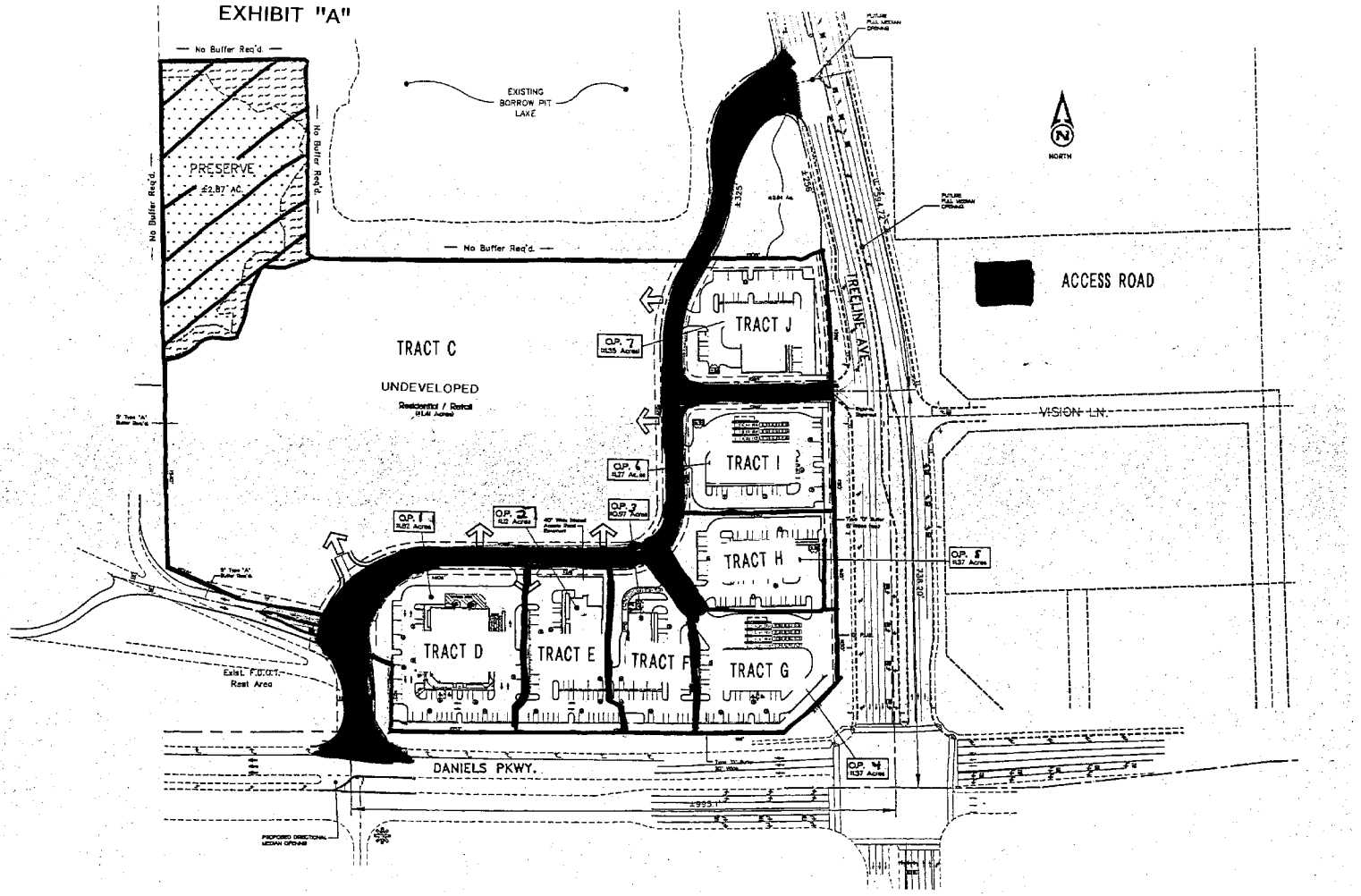
INSTR # 2007000064679 Page Number: 17 of 17



DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000068296, Doc Type RES, Pages 10, Recorded 03/01/2007 at 12:18 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $86.50 Deputy Clerk JMILLER

Prepared By & Return To:
VICTOR L. STOSIK, ESQ.
703 Waterford Way
Suite 800
Miami, FL 33126

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DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made and entered into this 21st day of February, 2007, by and between DP-TA ASSOCIATES , LTD., a Florida limited partnership (hereinafter referred to as "Associates"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, (hereinafter referred to as "Wachovia").

WHEREAS, Associates is the owner of 24.923 acres, more or less, which has been platted as Lots 1, 2, 3, 4, 5, 6 and 8 of ARBORWOOD VILLAGE, according to the Plat thereof, as recorded in Instrument No. 2007000019642, of the Public Records of Lee County, Florida, and which is being developed and marketed as the Arborwood Village Shopping Center (hereinafter referred to as "Adjoining Property"); and

WHEREAS, Wachovia is the owner of Lot 7 of ARBORWOOD VILLAGE, containing 1.27 acres, more or less (hereinafter referred to as the "Property"); and

WHEREAS, Associates and Wachovia have agreed to place certain restrictions against their respective properties which will mutually benefit their respective properties.

NOW, THEREFORE, Associates and Wachovia, for themselves and for their successors and assigns, declare as follows:

1. Restrictions on Wachovia's Improvements. Under no circumstances shall improvements constructed upon the Property exceed one-story, twenty five (25) feet in height (measured from the finished floor to the top of any flat roof structure excluding any and all projections above that plane such as architectural features, mansards, towers, equipment rooms or equipment screening structures), and one building up to four thousand five hundred (4,500) square feet and no more than four (4) drive-in lanes and one(1) by-pass lane. Wachovia shall keep all areas of the Property clean, orderly, sanitary, free of insects, vermin and other pests, and free of obstructions or merchandise. Wachovia shall use its best efforts to prevent objectionable odors from emanating outside the Property. Except for speakers normally used in connection with a bank drive-in service, Wachovia shall not permit any noise (including, without limitation, loud speakers, radios, televisions, phonographs and similar devices) to be heard or seen outside of the Property. Wachovia shall erect no sign on the Property or on the exterior of any building on the Property without the prior written consent of Associates and shall adequately and properly secure all banners, flags and similar advertisement mediums so as to ensure same will not fall or be blown off the Property. Wachovia shall not be required to obtain Associates's consent for temporary signage placed in the windows of any building on the Property so long as such signage is in compliance with applicable law. Wachovia shall not attach any awnings, antenna or any projections to the roof or outside walls of the Property unless they are in accordance with Wachovia's Plans or as thereafter approved by Associates; provided, however, that a satellite dish on the roof top shall not require Associates's approval as long as there is only one satellite dish, and said dish is not greater than five and one-half (5½') feet in diameter. All debris, trash and rubbish shall be maintained by Wachovia in a dumpster or other

2. Rules and Regulations. Associates shall have the right to enact reasonable, non-discriminatory rules concerning the conduct and operation of parking areas and spaces, driveways and other common areas situated on the Property. The Property and the use and operation of the Property are subject to the rules and regulations governing the Property and Arborwood Village, as amended by Associates from time to time. Attached hereto as Exhibit "A" are copies of the rules and regulations currently in effect for Arborwood Village. Wachovia shall use reasonable efforts to ensure compliance by its invitees, licensees, agents and employees of all reasonable rules and regulations promulgated by Associates and relating to the common areas of Arborwood Village. Neither Wachovia nor agents, employees, invitees or licensees shall obstruct or interfere with the use by others in common of the common areas of Arborwood Village foregoing facilities and areas.

3. Use of the Property.

a. The Property may be used only as a commercial bank (the "Permitted Use"). A commercial bank shall mean and refer to a banking operation which has as its primary function personal checking and savings accounts and residential and commercial loans, and is neither a trust bank, credit union, nor savings bank. Notwithstanding anything herein to the contrary, Wachovia and Associates understand and agree that it shall be a Permitted Use for Wachovia to offer and make sales of proprietary and non-proprietary mutual funds from its business located on the Property. The Permitted Use may at any time be changed by Wachovia provided such change complies with the restrictions of this Paragraph 3. The use or occupancy of the Property, or any portion thereof, shall not, at any time within twenty-five (25) years from the date of closing, be changed to a use which competes or conflicts with any use now or hereafter in existence at the Adjoining Property as reasonably determined by Associates.

b. The Permitted Use or any change in the use of the Property must, in all instances (i) be to a retail use that is compatible with the character and quality of the retail "tenant mix" in Arborwood Village and which is reasonably approved by Associates, and otherwise complies with the restrictions of this Paragraph 3; and (ii) comply with the then-existing Lee County parking requirements, without a variance or special exception to reduce any such parking requirements, so that all required parking for the contemplated use is located on the Property and no portion of the parking is located on the property of another owner or the common parking areas of Arborwood Village. The parties acknowledge that Associates will not be acting unreasonably if it disapproves a requested change in use by Wachovia because such change would violate an existing use or restrictive use granted to a tenant in Arborwood Village.

c. The Property, or any portion thereof, shall not at any time be used or occupied or permitted to be used or occupied as: an adult movie house, adult entertainment, message parlor, bath house, and/or other establishment having a substantial or significant portion of its stock-in-trade books, magazines, videos, and other periodicals and/or audio visual material, and other goods and items held for sale or rental and which are distinguished or characterized by their emphasis on matters depicting, describing, or relating to "specific sexual activities" or "specific anatomical areas", or as an establishment with a segment or section diverted to the sale, rental or display of such material or any activities or the sale or rental of merchandise that would offend local community standards (any determination as to what constitutes local community standards shall be at Associates's sole discretion), or which a portion of the inventory is not available for sale or rent to children under eighteen (18) years old because such inventory explicitly deals with or depicts human sexuality.

d. The Property, or any portion thereof, shall not, at any time, be used or occupied or permitted to be used or occupied for any of the following:

i. supermarket, grocery store or convenience store;

ii. auto, boat, motorcycle or truck dealership, repair, service, maintenance, supply, sale and/or rental;

iii. sale of coin-operated dry cleaning services;

iv. sale of dry cleaning services for a period of three (3) years from the date of the Declaration and any such use must be a "drop-off" rather than a dry cleaning plant where the dry cleaning is done on the premises;

v. gasoline or service station;

vi. car wash;

vii. bar, lounge and/or night club;

viii. billiard parlor and/or pool room;

ix. restaurant;

x. "fast food" restaurant;

xi. off-track betting, gambling and/or bingo parlor;

xii. repair center; or

xiii. day care center.

4. Default under Restrictions. In the event of any failure by either party to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by it, continuing for thirty (30) days after written notice thereof, or in situation involving potential damages to the health or safety of persons in, on or about or substantial deterioration of each parties' property or any portion of any part thereof, in each case after written notice specifying such, the other party may, at its election, cure such failure or breach for and on behalf of the defaulting party, and any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other hereunder, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest thereon at the of eighteen (18%) percent per annum, from the date of expenditure or the date when same shall have become due to the date of payment thereof in full. The provisions of this paragraph and of paragraph 1 hereof shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trusts at any time or from time to time on the land of the defaulting party and the rights of the holder or holders thereof.

5. Compliance With Laws and Regulations. Wachovia and Associates covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities and to indemnify, defend and hold each other harmless against all claims, demands, losses, damages, liabilities, and to indemnify, defend and hold each other harmless (including but not limited to costs and reasonable attorneys' fees) arising out of or in any way related to Wachovia's or Associates's failure to maintain their respective properties in a safe condition. Wachovia and Associates shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification hereunder.

6. Attorneys' Fees. In the event of litigation concerning the terms, restrictions, conditions and limitations contained in this Declaration, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees (both at trial and at appellate level) and all other costs and expenses incurred by such prevailing party in connection with such litigation.

7. Waiver. Any waiver by any party of any provision of this Declaration must be in writing and shall constitute a waiver of that provision, on that occasion only, and shall not operate or be construed as a waiver of any other provision or subsequent breach thereof. Failure by any party to insist upon or enforce its rights under this Declaration shall not constitute a waiver of such rights. Any party hereto may waive the benefit of any provision or condition for its benefit contained in this Declaration.

8. Severability. If any provision of this Declaration or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision to circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforceable to the fullest permitted by law.

9. Successors and Assigns. The terms, covenants, conditions and warranties herein shall inure to the benefit of and be binding upon Wachovia and Associates and their respective heirs, legal representatives, successors and assigns, and upon any person acquiring a tract in the Shopping Center or any portion thereof, or any interest therein, whether by operation of law other otherwise. The easements, benefits and obligations hereunder shall create mutual and equitable benefits and servitudes upon each tract running with the land.

10. Remedies. In the event of a breach or violation, or attempted or threatened breach or violation, in or of any of the terms, covenants and conditions thereof by any owner or person claiming by, through or under an owner, Associates or Wachovia shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach. The remedies of any one or all of the owners specified herein shall be cumulative as to each and as to all other remedies permitted at law or equity.

11. Modification. The provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of Wachovia and Associates and of each and every mortgagee under any mortgage covering all or any part of the Property and/or the Adjoining Property by declaration in writing, executed and acknowledged by all said owners or mortgagees, duly recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida.

12. No Dedication. Nothing herein contained shall be deemed to be a dedication of any portion of a tract to the general public or for the general public or for any public purposes whatsoever, it being the intention of Associates and Wachovia that this Declaration shall be strictly limited to and for the purposes herein expressed.

13. Breach. No breach of this Declaration shall entitle any owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such owner, or any tenant, may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any first institutional mortgage or deed of trust, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

14. Notice. Any notice given pursuant to this Declaration shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, or if sent by

courier service or overnight delivery, to the principal place of business of the party entitled to such notice, or to such other address as may be designated by like notice. All notices given pursuant to this Declaration shall be deemed given upon receipt. Communications, statements and payments shall be similarly addressed. Whenever any owner has the right of consent, said consent must be in writing and signed by the consenting owner to be effective.

15. No Partnership. Nothing herein shall be deemed or construed so as to create the relation of principal and agent, partnership, joint venture or of any association between the owners of the various tracts/parcels. The use of the neuter singular pronoun to refer to any owner or mortgagee shall be deemed a proper reference even though such owner or mortgagee shall be an individual, partnership, corporation or a group of two or more of any of the same. The necessary grammatical changes required to make the provisions of this Declaration apply in the plural tense where there is more than one as aforesaid and to either corporations, partnerships, individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

16. Joint Liability. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

17. Entire Agreement. This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

18. Rights of Third Parties. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

19. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed by their duly authorized officer as of the day and year first hereinabove set forth.

WITNESSES:

Name: Marilyn J. Johnson

Name: William E. Stern

WACHOVIA BANK, NATIONAL ASSOCIATION,
a national banking association

By:
Name: CHRIS HANRAHAN
Title: VICE PRESIDENT

Address: Wachovia Bank, N.A.
Corporate Real Estate
4849 Belfort Road, Suite 100
Jacksonville, FL 32256

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

WITNESSES:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership,
its general partner

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

Name:_____

By: _____
Elias Vassilaros
Executive Vice President

Name:_____

703 Waterford Way
Suite 800
Miami, Florida 33126-4677

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26th day of February, 2007, by Chris Hanrahan, as Vice President of Wachovia Bank, National Association, a national banking association, on behalf of said corporation. He is personally known to me.

NOTARY PUBLIC STATE OF FLORIDA
JANE M. KNUDSEN
MY COMMISSION # DD 531523
EXPIRES: April 26, 2010
Bonded Thru Budget Notary Services

Name: Jane M Knudsen
Notary Public, State of Florida

My Commission Expires: April 26, 2010

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of February, 2007, by Elias Vassilaros, as Executive Vice President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of said corporation, on behalf of said partnership. He is personally known to me.

Name:_____
Notary Public, State of Florida

My Commission Expires:

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

WITNESSES:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership,
its general partner

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

By: _____
Elias Vassilaros
Executive Vice President

703 Waterford Way
Suite 800
Miami, Florida 33126-4677

Name: Vilma I. Amell

Name: Victor L. Stosik

STATE OF FLORIDA

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____ day of February, 2007, by _____, as_____ of Wachovia Bank, National Association, a national banking association, on behalf of said corporation. He is personally known to me.

_____
Name:_____
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21st day of February, 2007, by Elias Vassilaros, as Executive Vice President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of said corporation, on behalf of said partnership. He is personally known to me.

_____
Name:_____
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

(C:\Documents and Settings\APerez\My Files\DP-TA\DP-TA-WACHOVIA-DEC.wpd)

MORTGAGEE CONSENT AND JOINDER

KNOW ALL MEN BY THESE PRESENTS that the undersigned, CITY NATIONAL BANK OF FLORIDA, a national banking corporation, the owner and holder of that certain Mortgage and Security Agreement encumbering the following lands in Lee County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

which Mortgage and Security Agreement is dated the 14th day of December, 2004 and recorded on the 17th day of December, 2004, under Instrument No. 6571076, in Official Records Book 4531, at Page 2416, and re-recorded on January 17, 2005, under Instrument No. 6594295, in Official Records Book 4549, at Page 4252, of the Public Records of Lee County, Florida, for itself, its successors and assignee, consents to, joins in the execution of, and subordinates its mortgage and lienhold interests to the foregoing Declaration of Restrictions.

IN WITNESS WHEREOF the undersigned has caused this Mortgagee Consent and Joinder to be signed this 31st day of January, 2007.

Witnesses:

Name: Jacqueline Todo

Name: Hany Aguiar

CITY NATIONAL BANK OF FLORIDA

By: _____
Glenn Parish
Vice-President

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31st day of January, 2007, by Glen Parish as Vice-President of CITY NATIONAL BANK OF FLORIDA, a national banking corporation, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

Hany Aguiar
Printed, typed or stamped name of Notary Public

(Seal)

HANY AGUIAR
Notary Public - State of Florida
My Commission Expires Jun 15, 2009
Commission # DD 441260
Bonded By National Notary Assn.

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EXHIBIT "A"

RULES AND REGULATIONS

Wachovia Third Bank ("Wachovia"), agrees to comply with, abide by and be bound by the following Rules and Regulations for the use of Arborwood Village, as the same may be amended, supplemented and/or modified from time to time by DP-TA Associates, Ltd. ("Associates").

1. All debris, trash and rubbish shall be maintained by Wachovia in a dumpster or other approved container and placed within a fenced or other secure area, or behind shrubbery or (as Associates may reasonably determine) outside of the public's view.

2. Wachovia shall keep all areas of the Property and those immediately adjoining same clean, orderly, sanitary, free of insects, vermin and other pests, and free of obstructions or merchandise. Wachovia shall use its best efforts to prevent objectionable odors from emanating outside the Property.

3. The parking of vehicles used by Wachovia and Wachovia's employees shall be restricted to the area along the outer perimeter of Arborwood Village (as designated by Associates), and subject to the approval of DP-TA Associates, Ltd..

4. No person shall use any roadway, sidewalk, or walkway, as may from time to times exist, except as a means of egress or ingress to any floor area and automobile parking areas within Arborwood Village, or adjacent public streets. Such use shall be in an orderly manner, and in accordance with the directional and other signs or guides. Roadways shall not be used in a speed in excess of 20 miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No sidewalk or walkway shall be used for other than pedestrian travel.

5. Wachovia shall not use any automobile parking areas in Arborwood Village, except for the parking of motor vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees of retail establishments within Arborwood Village. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking space. No vehicles, with advertising or logo on its panel or sides will be parked in the common areas.

6. No person, without the consent of Associates, shall, in or on any part of the common area:

   a. Vend, peddle or solicit orders for the sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.

   b. Exhibit any sign, placard, banner, notice, or other written material.

   c. Solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or any other material.

   d. Solicit membership in any organization, group, or association, or solicit contributions for any purpose, except with the express prior written consent of Associates.

   e. Parade, rally, patrol, picket, demonstrate, or engage in any conduct that might tend to interfere with or impede the use of any of the Common Areas by Associates, the customers, business invitees, employees, or occupants of The Arborwood Village, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail establishments within Arborwood Village.

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f. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacle, or create litter hazards of any kind.

g. Use any sound making device of any kind or create and produce in any manner any noise or sound that is annoying, unpleasant or distasteful to Associates, any other occupant, or adjacent resident except for speakers normally used in connection with a bank drive-in service.

h. Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within Arborwood Village, or the property of customers, business invitees, or employees situated within Arborwood Village.

i. Associates shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, Arborwood Village, or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the Rules and Regulations set forth herein.

VICTOR L. STOSIK, ESQ.
703 Waterford Way
Suite 800
Miami, FL 33126-4677

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Original Application Dated 06-06-2023

DECLARATION AND GRANT OF EASEMENT

THIS DECLARATION AND GRANT OF EASEMENT (the "Declaration") is made this 3RD day of April, 2007, by DP-TA ASSOCIATES, LTD., a Florida limited partnership, (hereinafter referred to as the "Declarant").

5 WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in Lee County, Florida, and which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Declarant is presently improving and developing the Property as an integrated community containing commercial/retail and/or residential uses by the name of Arborwood Village ("Arborwood Village");and

WHEREAS, the Declarant is selling individual tracts located in Arborwood Village to various buyers; and

WHEREAS, in conjunction with this plan of development of Arborwood Village, the Declarant is constructing an access road (the "Access Road"), commonly referred to as "Goldenwood Drive" and "Heartwood Boulevard", and platted as Tracts A and A-1, of ARBORWOOD VILLAGE, according to the Plat thereof, as recorded in Instrument No. 2007000019462, Lee County Public Records, to supply ingress/egress to and from Daniels Parkway and Treeline Avenue to the various tracts located in Arborwood Village; and

WHEREAS, the Declarant plans to convey title to the Access Road to the Arborwood Village Commercial Property Association, Inc., a Florida non-profit corporation (the "Association"), which will be responsible to maintain the Access Road including all improvements (e.g., paving, street lighting, landscaping and irrigation therefor) located within the Access Road; and

WHEREAS, the Declarant desires to create and establish for the benefit of the tracts located in Arborwood Village an ingress/egress easement over the real property described on Exhibit "B" attached thereto and by this reference made a part hereof (the "Easement Property"), which is owned by the Declarant and which will be part of the Access Road.

NOW THEREFORE, the Declarant hereby creates and establishes the following easement and declares as follows:

1. The Declarant does hereby establish and create for the benefit of and in favor of the future owners of all or part of Arborwood Village, and their occupants, ground lessees, if any, mortgagees, if any, tenants, employees, agents, contractors, licensees, subtenants, customers and invitees, a non- exclusive, permanent easement for the ingress/egress and for the passage of motor vehicles in, over and across the Easement Property.

Easement Property as more fully the set forth in that certain Declaration of Conditions, Easements and Restrictions of Arborwood Village executed by the Declarant, dated January 3, 2007 and recorded January 18, 2007, under Instrument No. 2007000019463, Lee County, Florida Public Records, (the "Arborwood Village Declaration"). Nothing contained herein shall be construed as amending, terminating, or superseding any provisions of the Arborwood Village Declaration. Any and all rights, duties, obligations and responsibility of the Association and owner of a tract in Arborwood Village relative to the Access Road set forth in the Arborwood Village Declaration shall also apply to the Access Road located in the Easement Property.

3. In its use of the Easement Property, no owner of a tract in Arborwood Village shall interfere with or obstruct the use and enjoyment of the Easement Property or the Access Road, by any other owner, its tenants, subtenants, licensees or invitees.

4. The easement and the rights created, granted and established in this Declaration do not, are not intended to and shall not be construed to, create any easement, rights or privileges in and for the benefit of the general public.

5. The easement herein created by this Declaration shall be perpetual in duration and the benefit of the easement shall run with and be appurtenant to the and shall benefit the owners of tracts in Arborwood Village, their respective heirs, successors, successors in title, legal representatives and assigns.

6. In any action brought to enforce or contest any provision of this Declaration, or to obtain a declaration of the rights or responsibilities of any party hereunder, the prevailing party shall be entitled to recover all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by such party in connection with such action at all levels of litigation.

7. If any clause, sentence or provision of this Declaration shall become or be held invalid, illegal or unenforceable for any reason, the remainder of this Declaration shall not be affected thereby and shall remain in full force and effect.

8. No provision of this Declaration may be revised except by written instrument signed by the party to be charged with such waiver.

9. This Declaration shall be governed by and construed under the laws of the State of Florida.

10. The provisions of this Declaration may be abrogated, modified, rescinded or amended in a whole or in part only by all of the then current owners of tracts in Arborwood Village by written instrument duly executed and recorded in the Lee County Public Records.

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partnership, does hereby execute this Declaration and Grant of Easement in its name by its undersigned duly authorized officers on the day and year first above written.

WITNESSES:

DP-TA ASSOCIATES, LTD., a Florida limited partnership

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

Name: Vilma I. Amell

By: _____
Elias Vassilaros
Executive Vice-President

Name: Victor L. Stosik

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of April, 2007, by Elias Vassilaros, as Executive Vice-President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of the corporation, on behalf of the limited partnership. He is personally known to me.

Name: _____
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

DCI2023-00024 Lee County ePlan
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DCI2023-00024 Lee County ePlan

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA
(ACCESS EASEMENT)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.01°01'45"E., ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 2,232.49 FEET: THENCE N.88°58'15"E,, A DISTANCE OF 889.13 FEET TO THE **POINT OF BEGINNING** AND THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.26°05'51"W., A RADIAL DISTANCE OF 120.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 19°11'17", A DISTANCE OF 40.19 FEET; THENCE S.35°41'30"E., A DISTANCE OF 134.79 FEET; THENCE S.54°18'30"W., A DISTANCE OF 40.00 FEET; THENCE N.35°41'30"W., A DISTANCE OF 134.79 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Metron Surveying & Mapping, LLC, LB #7071
10970 S. Cleveland Avenue, Suite 605
Fort Myers, FL 33907

Signed: _____

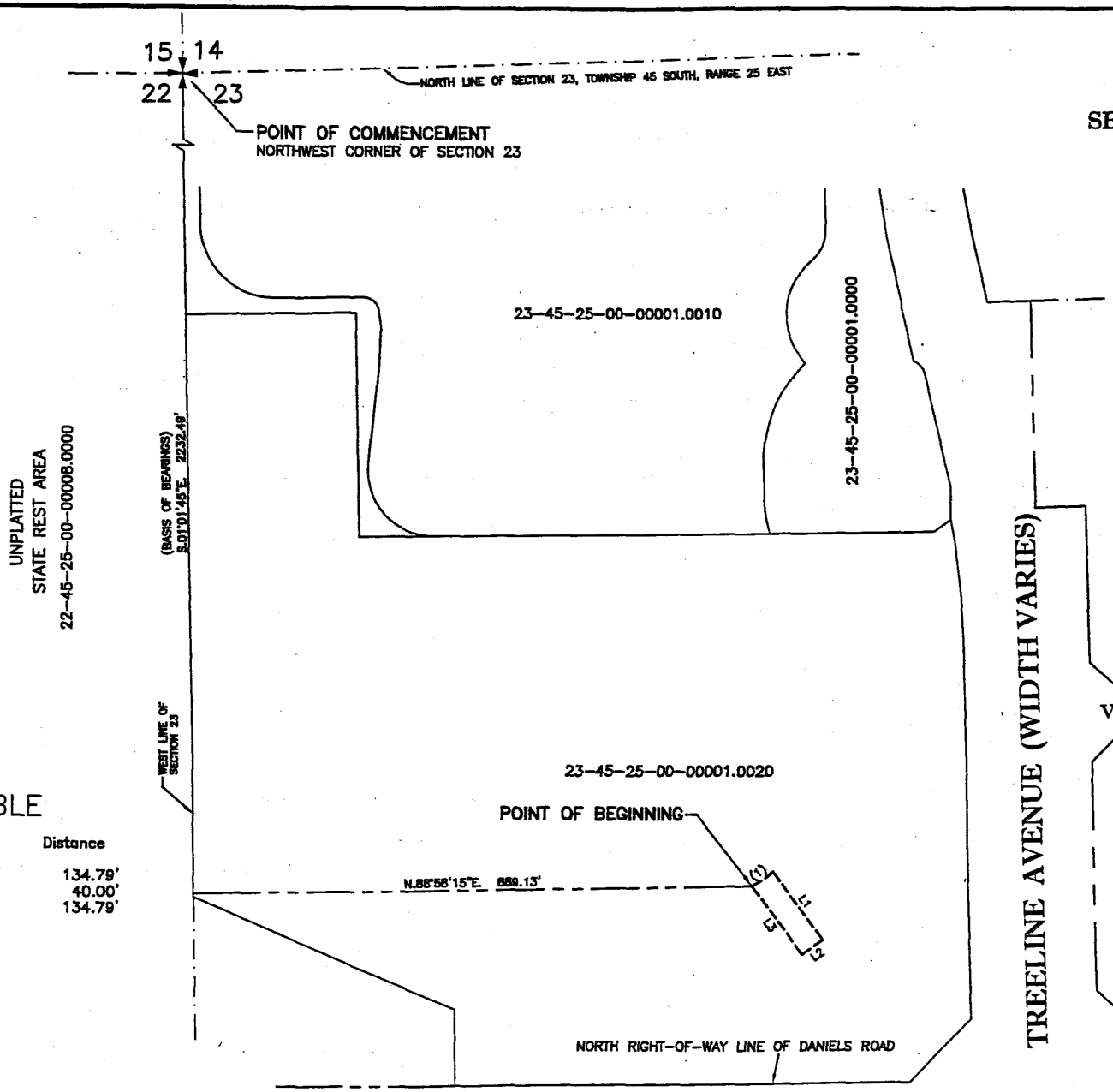
Date: 7/5/06

10970 S. Cleveland Avenue, Suite 605 • Fort Myers, Florida 33907 • Phone (239) 275-8575 • Fax (239) 275-8457
www.metronfl.com

Original Application Dated 06-06-2023

SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25
LEE COUNTY, FLORIDA



N

Curve number 1

Radius= 120.00'
Delta= 19°11'17"
Arc= 40.19'
Tangent= 20.28'
Chord= 40.00'
Chord Brg.= N.54°18'30"E.

*** THIS IS NOT A SURVEY ***

BY: 7/5/0

DENIS J. O'CONNELL, JR., PROFESSIONAL SURVEYOR AND MAPPER LS# 5430
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLO
LICENSED SURVEYOR AND MAPPER.

LINE TABLE

Line	Bearing	Distance
L1	S.35°41'30"E.	134.79'
L2	S.54°18'30"W.	40.00'
L3	N.35°41'30"W.	134.79'

ACCESS EASEMENT

TITLE: SKETCH

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS · PLANNERS
LB# 7071

10970 S. CL
SU
FORT MYERS,
PHONE: (2
FAX: (23
www.m

FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	
9398SK4.DWG	N/A	9398	

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-
7-03-2006	DJO	NOT TO SCALE	RAW	23

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000113170, Doc Type RES, Pages 12, Recorded 04/06/2007 at 03:51 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $103.50 Deputy Clerk VBADKE

Prepared By & Return To:
VICTOR L. STOSIK, ESQ.
703 Waterford Way
Suite 800
Miami, FL 33126

12 DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made and entered into this 3rd day of April, 2007, by and between DP-TA ASSOCIATES , LTD., a Florida limited partnership (hereinafter referred to as "Associates"), and FIFTH THIRD BANK, a Michigan banking corporation (hereinafter referred to as "Fifth").

WHEREAS, Associates is the owner of 23.5492 acres, more or less, which has been platted as Lots 1, 2, 3, 4, 6, 7 and 8 of ARBORWOOD VILLAGE, according to the Plat thereof, as recorded in Instrument No. 2007000019642, of the Public Records of Lee County, Florida, and which is being developed and marketed as the Arborwood Village Shopping Center (hereinafter referred to as "Adjoining Property"); and

WHEREAS, Fifth is the owner of Lot 5 of ARBORWOOD VILLAGE, containing 1.3738 acres, more or less, (hereinafter referred to as the "Property"); and

WHEREAS, Associates and Fifth have agreed to place certain restrictions against their respective properties which will mutually benefit their respective properties.

NOW, THEREFORE, Associates and Fifth, for themselves and for their successors and assigns, declare as follows:

1. Restrictions on Fifth's Improvements. Under no circumstances shall improvements constructed upon the Property exceed one-story, twenty five (25) feet in height (measured from the finished floor to the top of any flat roof structure excluding any and all projections above that plane such as architectural features, mansards, towers, equipment screening structures), and one building up to five thousand (5,000) square feet and no more than four (4) drive-in lanes and one(1) by-pass lane. Fifth shall keep all areas of the Property clean, orderly, sanitary, free of insects, vermin and other pests, and free of obstructions or merchandise. Fifth shall use its best efforts to prevent objectionable odors from emanating outside the Property. Except for speakers normally used in connection with a bank drive-in service, Fifth shall not permit any noise (including, without limitation, loud speakers, radios, televisions, phonographs and similar devices) to be heard or seen outside of the Property. Fifth shall erect no sign on the Property or on the exterior of any building on the Property without the prior written consent of Associates and shall adequately and properly secure all banners, flags and similar advertisement mediums so as to ensure same will not fall or be blown off the Property. Fifth shall not be required to obtain Associates's consent for temporary signage placed in the windows of any building on the Property so long as such signage is in compliance with applicable law. Fifth shall not attach any awnings, antenna or any projections to the roof or outside walls of the Property unless they are in accordance with Fifth's Plans or as thereafter approved by Associates; provided, however, that a satellite dish on the roof top shall not require Associates's approval as long as there is only one satellite dish, and said dish is not greater than five and one-half (5½') feet in diameter. All debris, trash and rubbish shall be maintained by Fifth in a dumpster or other approved container and placed within a fenced or other secure area, or behind shrubbery or (as Associates may reasonably determine) outside of the public's view.

2. Rules and Regulations. Associates shall have the right to enact reasonable, non-discriminatory rules concerning the conduct and operation of parking areas and spaces, driveways and other common areas situated on the Property. The Property and the use and operation of the Property are subject to the rules and regulations governing the Property and Arborwood Village, as amended by Associates from time to time. Attached hereto as Exhibit "A" are copies of the rules and regulations currently in effect for Arborwood Village. Fifth shall use reasonable efforts to ensure compliance by its invitees, licensees, agents and employees of all reasonable rules and regulations promulgated by Associates and relating to the common areas of Arborwood Village. Neither Fifth nor agents, employees, invitees or licensees shall obstruct or interfere with the use by others in common of the common areas of Arborwood Village foregoing facilities and areas.

3. Use of the Property.

a. The Property may be used only as a commercial bank (the "Permitted Use"). A commercial bank shall mean and refer to a banking operation which has as its primary function personal checking and savings accounts and residential and commercial loans, and is neither a trust bank, credit union, nor savings bank. Notwithstanding anything herein to the contrary, Fifth and Associates understand and agree that it shall be a Permitted Use for Fifth to offer and make sales of proprietary and non-proprietary mutual funds from its business located on the Property. The Permitted Use may at any time be changed by Fifth provided such change complies with the restrictions of this Paragraph 3. The use or occupancy of the Property, or any portion thereof, shall not, at any time within twenty-five (25) years from the date of closing, be changed to a use which competes or conflicts with any use now or hereafter in existence at the Adjoining Property as reasonably determined by Associates.

b. The Permitted Use or any change in the use of the Property must, in all instances (i) be to a retail use that is compatible with the character and quality of the retail "tenant mix" in Arborwood Village and which is reasonably approved by Associates, and otherwise complies with the restrictions of this Paragraph 3; and (ii) comply with the then-existing Lee County parking requirements, without a variance or special exception to reduce any such parking requirements, so that all required parking for the contemplated use is located on the Property and no portion of the parking is located on the property of another owner or the common parking areas of Arborwood Village. The parties acknowledge that Associates will not be acting unreasonably if it disapproves a requested change in use by Fifth because such change would violate an existing use or restrictive use granted to a tenant in Arborwood Village.

c. The Property, or any portion thereof, shall not at any time be used or occupied or permitted to be used or occupied as: an adult movie house, adult entertainment, message parlor, bath house, and/or other establishment having a substantial or significant portion of its stock-in-trade books, magazines, videos, and other periodicals and/or audio visual material, and other goods and items held for sale or rental and which are distinguished or characterized by their emphasis on matters depicting, describing, or relating to "specific sexual activities" or "specific anatomical areas", or as an establishment with a segment or section diverted to the sale, rental or display of such material or any activities or the sale or rental of merchandise that would offend local community standards (any determination as to what constitutes local community standards shall be at Associates's sole discretion), or which a portion of the inventory is not available for sale or rent to children under eighteen (18) years old because such inventory explicitly deals with or depicts human sexuality.

d. The Property, or any portion thereof, shall not, at any time, be used or occupied or permitted to be used or occupied for any of the following:

i. supermarket, grocery store or convenience store;

ii. auto, boat, motorcycle or truck dealership, repair, service, maintenance, supply, sale and/or rental;

iii. sale of coin-operated dry cleaning services;

iv. sale of dry cleaning services for a period of three (3) years from the date of the Declaration and any such use must be a "drop-off" rather than a dry cleaning plant where the dry cleaning is done on the premises;

v. gasoline or service station;

vi. car wash;

vii. bar, lounge and/or night club;

viii. billiard parlor and/or pool room;

ix. restaurant;

x. "fast food" restaurant;

xi. off-track betting, gambling and/or bingo parlor;

xii. repair center; or

xiii. day care center.

4. Fifth's Exclusive Use. DP-TA shall not lease, sell, permit or consent to the use of any portion of the Adjoining Property as a bank, credit union, savings association or other financial institution will be permitted to be occupied or operated, except that: (i) any financial institution will be permitted on one other outlot/out parcel in the Adjoining Property; and (ii) a trust company, stock brokerage firm or an investment company will be permitted anywhere in the Adjoining Property, including any outlot; provided, however, the foregoing restrictions shall not apply to any premises having a store area in excess of thirty thousand (30, 000) square feet of floor area occupied by a single enterprise. The aforementioned restrictions shall terminate in the event: (i) Fifth fails to continuously operate for a two (2) year period as a commercial bank for reasons other than periods of non-operation caused by fire or other casualty, the elements or acts of God or remodeling, and Fifth has not sold or leased the Property; or (ii) Fifth fails to continually operate for a two (2) year period, and Fifth either sells or leases the Property to a purchaser or tenant who does not continuously operate as a commercial bank for a period of one (1) year from the date of such sale or lease as a commercial bank for reasons other than periods of non-operation caused by fire or other casualty, the elements or acts of God or remodeling.

5. Default under Restrictions. In the event of any failure by either party to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by it, continuing for thirty (30) days after written notice thereof, or in situation involving potential damages to the health or safety of persons in, on or about or substantial deterioration of each parties' property or any portion of any part thereof, in each case after written notice specifying such, the other party may, at its election, cure such failure or breach for and on behalf of the defaulting party, and any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other hereunder, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest thereon at the of eighteen (18%) percent per annum, from the date of expenditure or the date when same

shall have become due to the date of payment thereof in full. The provisions of this paragraph and of paragraph 1 hereof shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trusts at any time or from time to time on the land of the defaulting party and the rights of the holder or holders thereof.

6. Compliance With Laws and Regulations. Fifth and Associates covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities and to indemnify, defend and hold each other harmless against all claims, demands, losses, damages, liabilities, and to indemnify, defend and hold each other harmless (including but not limited to costs and reasonable attorneys' fees) arising out of or in any way related to Fifth's or Associates's failure to maintain their respective properties in a safe condition. Fifth and Associates shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification hereunder.

7. Attorneys' Fees. In the event of litigation concerning the terms, restrictions, conditions and limitations contained in this Declaration, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees (both at trial and at appellate level) and all other costs and expenses incurred by such prevailing party in connection with such litigation.

8. Waiver. Any waiver by any party of any provision of this Declaration must be in writing and shall constitute a waiver of that provision, on that occasion only, and shall not operate or be construed as a waiver of any other provision or subsequent breach thereof. Failure by any party to insist upon or enforce its rights under this Declaration shall not constitute a waiver of such rights. Any party hereto may waive the benefit of any provision or condition for its benefit contained in this Declaration.

9. Severability. If any provision of this Declaration or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision to circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforceable to the fullest permitted by law.

10. Successors and Assigns. The terms, covenants, conditions and warranties herein shall inure to the benefit of and be binding upon Fifth and Associates and their respective heirs, legal representatives, successors and assigns, and upon any person acquiring a tract in the Shopping Center or any portion thereof, or any interest therein, whether by operation of law other otherwise. The easements, benefits and obligations hereunder shall create mutual and equitable benefits and servitudes upon each tract running with the land.

11. Remedies. In the event of a breach or violation, or attempted or threatened breach or violation, in or of any of the terms, covenants and conditions thereof by any owner or person claiming by, through or under an owner, Associates or Fifth shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach. The remedies of any one or all of the owners specified herein shall be cumulative as to each and as to all other remedies permitted at law or equity.

12. Modification. The provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of Fifth and Associates and of each and every mortgagee under any mortgage covering all or any part of the Property and/or the Adjoining Property by declaration in writing, executed and acknowledged by all said owners or mortgagees, duly recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida.

13. No Dedication. Nothing herein contained shall be deemed to be a dedication of any portion of a tract to the general public or for the general public or for any public

purposes whatsoever, it being the intention of Associates and Fifth that this Declaration shall be strictly limited to and for the purposes herein expressed.

14. Breach. No breach of this Declaration shall entitle any owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such owner, or any tenant, may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any first institutional mortgage or deed of trust, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

15. Notice. Any notice given pursuant to this Declaration shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, or if sent by courier service or overnight delivery, to the principal place of business of the party entitled to such notice, or to such other address as may be designated by like notice. Such notice shall be addressed as follows:

FIFTH:	Fifth Third Bank Attn: Senior Vice President, Corporate Facilities Fifth Third center 38 Fountain Square Plaza MD 10ATA1 Cincinnati, Ohio 45263 Telephone No. (513) 534-6549 Facsimile No. (513) 534-7585
With a copy to:	Fifth Third Bank Attn: William A. White Vice President, Director of Real Estate 200 East Robinson Street, 8th Floor M/D MBLE8B Orlando, Florida 32801 Telephone No. (407) 999-3056 Facsimile No. (407) 999-3104
With a copy to:	Fowler White Boggs Banker, P.A. Attn: Garey F. Butler 2201 Second Street, 5th Floor Fort Myers, Florida 33901 Telephone No. (239) 334-7892 Facsimile No. (239) 334-3240
ASSOCIATES:	DP-TA Associates, Ltd. Attn: Elias Vassilaros Executive Vice President 703 Waterford Way, Suite 800 Miami, Florida 33126-4677 Telephone No. (305) 261-4330 Facsimile No. (305) 261-4338

All notices given pursuant to this Declaration shall be deemed given upon receipt. Communications, statements and payments shall be similarly addressed. Whenever any owner has the right of consent, said consent must be in writing and signed by the consenting owner to be effective.

16. No Partnership. Nothing herein shall be deemed or construed so as to create the relation of principal and agent, partnership, joint venture or of any association between

16. No Partnership. Nothing herein shall be deemed or construed so as to create the relation of principal and agent, partnership, joint venture or of any association between the owners of the various tracts/parcels. The use of the neuter singular pronoun to refer to any owner or mortgagee shall be deemed a proper reference even though such owner or mortgagee shall be an individual, partnership, corporation or a group of two or more of any of the same. The necessary grammatical changes required to make the provisions of this Declaration apply in the plural tense where there is more than one as aforesaid and to either corporations, partnerships, individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

17. Joint Liability. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

18. Entire Agreement. This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

19. Rights of Third Parties. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

20. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed by their duly authorized officer as of the day and year first hereinabove set forth.

WITNESSES:

Name: Jenny J. Wisniewski

Name: Michael D Tardrew

FIFTH THIRD BANK,
a Michigan banking corporation

By:
Name: William A. White
Title: V.P. - Dir of Real Estate

Address: Fifth Third Bank - Cap Facilities
200 E. Robinson
Orlando FL 32801

(C:\DOCUMENTS AND SETTINGS\JWARD\LOCAL SETTINGS\TEMPORARY INTERNET FILES\OLK1A\DP-TA-FIFTH THIRD-DEC (2).WPD)

WITNESSES:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership,
its general partner

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

By:
Elias Vassilaros
Executive Vice President

703 Waterford Way
Suite 800
Miami, Florida 33126-4677

Name:

Name:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of ~~March~~ April, 2007, by William A. White, as VP. Dir of Real Estate of Fifth Third Bank, a Michigan banking corporation, on behalf of said corporation. He is personally known to me.

WENDY J. WISNIEWSKI
Notary Public, State of Florida
My comm. expires July 22, 2007
No. DD220025
Bonded thru Ashton Agency, Inc. (800)451-4854

Name:
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of March, 2007, by Elias Vassilaros, as Executive Vice President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of said corporation, on behalf of said partnership. He is personally known to me.

Name:
Notary Public, State of Florida

My Commission Expires:

the owners of the various tracts/parcels. The use of the neuter singular pronoun to refer to any owner or mortgagee shall be deemed a proper reference even though such owner or mortgagee shall be an individual, partnership, corporation or a group of two or more of any of the same. The necessary grammatical changes required to make the provisions of this Declaration apply in the plural tense where there is more than one as aforesaid and to either corporations, partnerships, individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

17. Joint Liability. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

18. Entire Agreement. This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

19. Rights of Third Parties. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

20. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed by their duly authorized officer as of the day and year first hereinabove set forth.

WITNESSES:

FIFTH THIRD BANK,
a Michigan banking corporation

_____
Name:_____

_____
Name:_____

By: _____
Name: _____
Title: _____

Address: _____

WITNESSES:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership,
its general partner

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

Name: Vilma L. Amell

Name: Victor L. Stosik

By: _____
Elias Vassilaros
Executive Vice President

703 Waterford Way
Suite 800
Miami, Florida 33126-4677

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____ day of April, 2007, by _____, as_____ of Fifth Third Bank, a Michigan banking corporation, on behalf of said corporation. He is personally known to me.

_____
Name:_____
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3rd day of April, 2007, by Elias Vassilaros, as Executive Vice President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of said corporation, on behalf of said partnership. He is personally known to me.

Victor L. Stock
Name:_____
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOCK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

EXHIBIT "A"

RULES AND REGULATIONS

Fifth Third Bank ("Fifth"), agrees to comply with, abide by and be bound by the following Rules and Regulations for the use of Arborwood Village, as the same may be amended, supplemented and/or modified from time to time by DP-TA Associates, Ltd. ("Associates").

1. All debris, trash and rubbish shall be maintained by Fifth in a dumpster or other approved container and placed within a fenced or other secure area, or behind shrubbery or (as Associates may reasonably determine) outside of the public's view.

2. Fifth shall keep all areas of the Property and those immediately adjoining same clean, orderly, sanitary, free of insects, vermin and other pests, and free of obstructions or merchandise. Fifth shall use its best efforts to prevent objectionable odors from emanating outside the Property.

3. The parking of vehicles used by Fifth and Fifth's employees shall be restricted to the area along the outer perimeter of Arborwood Village (as designated by Associates), and subject to the approval of DP-TA Associates, Ltd..

4. No person shall use any roadway, sidewalk, or walkway, as may from time to times exist, except as a means of egress or ingress to any floor area and automobile parking areas within Arborwood Village, or adjacent public streets. Such use shall be in an orderly manner, and in accordance with the directional and other signs or guides. Roadways shall not be used in a speed in excess of 20 miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No sidewalk or walkway shall be used for other than pedestrian travel.

5. Fifth shall not use any automobile parking areas in Arborwood Village, except for the parking of motor vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees of retail establishments within Arborwood Village. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking space. No vehicles, with advertising or logo on its panel or sides will be parked in the common areas.

6. No person, without the consent of Associates, shall, in or on any part of the common area:

   a. Vend, peddle or solicit orders for the sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.

   b. Exhibit any sign, placard, banner, notice, or other written material.

   c. Solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or any other material.

   d. Solicit membership in any organization, group, or association, or solicit contributions for any purpose, except with the express prior written consent of Associates.

   e. Parade, rally, patrol, picket, demonstrate, or engage in any conduct that might tend to interfere with or impede the use of any of the Common Areas by Associates, the customers, business invitees, employees, or occupants of

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The Arborwood Village, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail establishments within Arborwood Village.

f. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacle, or create litter hazards of any kind.

g. Use any sound making device of any kind or create and produce in any manner any noise or sound that is annoying, unpleasant or distasteful to Associates, any other occupant, or adjacent resident except for speakers normally used in connection with a bank drive-in service.

h. Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within Arborwood Village, or the property of customers, business invitees, or employees situated within Arborwood Village.

i. Associates shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, Arborwood Village, or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the Rules and Regulations set forth herein.

MORTGAGEE CONSENT AND JOINDER

KNOW ALL MEN BY THESE PRESENTS that the undersigned, CITY NATIONAL BANK OF FLORIDA, a national banking corporation, the owner and holder of that certain Mortgage and Security Agreement encumbering the following lands in Lee County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

which Mortgage and Security Agreement is dated the 14th day of December, 2004 and recorded on the 17th day of December, 2004, under Instrument No. 6571076, in Official Records Book 4531, at Page 2416, and re-recorded on January 17, 2005, under Instrument No. 6594295, in Official Records Book 4549, at Page 4252, of the Public Records of Lee County, Florida, for itself, its successors and assignee, consents to, joins in the execution of, and subordinates its mortgage and lienhold interests to the foregoing Declaration of Restrictions.

IN WITNESS WHEREOF the undersigned has caused this Mortgagee Consent and Joinder to be signed this 31ST day of January, 2007.

Witnesses:

Name: Jacqueline Joao

Name: Hany Aguiar

CITY NATIONAL BANK OF FLORIDA

By: Glen Parish
Vice-President

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31ST day of January, 2007, by Glen Parish as Vice-President of CITY NATIONAL BANK OF FLORIDA, a national banking corporation, who is personally known to me or who has produced _____ as identification.

Notary Public

Hany Aguiar
Printed, typed or stamped name of Notary Public

(Seal)

HANY AGUIAR
Notary Public - State of Florida
My Commission Expires Jun 15, 2009
Commission # DD 441260
Bonded By National Notary Assn.

(C:\Documents and Settings\AP\my Files\DP-TAVARES\WOOD-CNB-MORTGAGEE-CON 1-19-07.doc)

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INSTR # 2007000113171, Doc Type AGR, Pages 5, Recorded 04/06/2007 at 03:51 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $44.00 Deputy Clerk VBADKE

Prepared by and return to:
Garey F. Butler
FOWLER WHITE BOGGS BANKER PA
2201 Second Street, 5th Floor
Fort Myers, FL 33901
(239) 985-4814

5 POST CLOSING AGREEMENT

RECITALS

1. FIFTH THIRD BANK, a Michigan banking corporation, ("Bank"), has purchased from DP-TA ASSOCIATES, LTD., a Florida limited partnership, ("DP-TA"), the real property (the "Bank parcel") described as Lot 5 of Arborwood Village ("Arborwood"), a subdivision according to the plat recorded in Instrument No. 2007000019462, Public Records of Lee County ("Plat").

2. DP-TA owns significantly all of the remainder of Arborwood Village, consisting of the following property: Lots 1, 2, 3, 4, 6 and 8 of Arborwood ("DP-TA property").

3. The Plat reserves Lots 1 through 8 of Arborwood to Newcaster Devcorp., Inc., a Florida corporation, ("Newcaster"), for future development.

4. The Plat dedicates Tracts A, B and A-1 to Arborwood Village Commercial Property Association, Inc., (the "Association"), for the purposes described on the Plat.

5. The construction and opening of a banking facility by Bank on the Bank parcel is expected to occur prior to a proposed replatting associated with the development ("Development") of the remainder of the DP-TA property by DP-TA or successor owners of the DP-TA property. Bank has reviewed and conceptually approved the proposed site plans for the Development as graphically depicted on Exhibit A attached hereto, subject to compliance with the requirements of this Agreement by the owner of the DP-TA property.

Now therefore, in exchange of good and valuable consideration hereby acknowledged as received, the parties hereto agree as follows:

1. The Recitals above are true and correct and are incorporated herein.

2. DP-TA shall diligently continue with the construction of the infrastructure servicing the Bank parcel and shall complete the installation of the water, sewer, drainage, landscaping, irrigation and access road improvements on or before August 13, 2007, subject to delays caused by reasons beyond DP-TA's reasonable control.

3. The owner of the DP-TA property will ensure that Bank, its agents, employees, and customers will enjoy reasonable and continual access to the Bank parcel, to allow it to construct and operate a banking facility.

4. Any governmental approvals, replatting or other changes required by the Development shall be completed without disrupting or delaying Bank's construction or business activities, and without expense to Bank.

5. If Bank's access to either Treeline Avenue or Daniels Parkway is interrupted and no reasonable alternative access is provided, or use of the Bank parcel is adversely interrupted by the Development, the owner of the DP-TA property shall indemnify Bank for the damages and costs caused to Bank. The parties agree that Bank's interest in preventing disruption of its business activities is imperative, and Bank shall be entitled to obtain immediate injunctive or other equitable relief to enforce this Agreement. Further, Bank is expressly authorized to access the DP-TA property to restore access or use of the Bank parcel. The Bank remedies described herein are not exclusive.

6. Bank agrees to the replatting of the DP-TA property and the Bank parcel, and shall cooperate with the owner of the DP-TA property to allow the Development to occur. Upon completion of the Development or if the replatting is done before the Development is completed and same is required by Lee County, Bank agrees to convey to DP-TA or its successor, at no consideration, all or a portion of the "neck" of the Bank parcel currently shown on the Plat, which will be eliminated as a result of the replatting.

7. The parties hereto agree to cooperate reasonably to accomplish the terms of this Agreement, and shall not unreasonably deny or delay any approval necessary to carry out the intent of this Agreement.

8. Newcaster and Association are parties to this Agreement because the Plat dedicates or reserves rights to them. By executing this Agreement they acknowledge and approve the intent of this Agreement.

Witnesses:

1st Witness
Print Name: Wendy J. Wisniewski

2nd Witness
Print Name: Michael D. Tardrew

FIFTH THIRD BANK,
a Michigan banking corporation

By: _____

Print Name: William A. White

Its: Vice President - Director of Real Estate

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 3rd day of April, 2007, by William A. White as Vice Pres - Director, of Real Estate of Fifth Third Bank, a Michigan banking corporation, on behalf of the company. He/she is personally known to me or has provided _____ as identification.

Signature of Notary Public
Print Name: _____
My Commission Expires: _____

[Notary Seal]

WENDY J. WISNIEWSKI
Notary Public, State of Florida
My comm. expires July 22, 2007
No. DD220025
Bonded thru Ashton Agency, Inc. (800)451-4854

Witnesses:

1st Witness
Print Name: Vilma I. Amell

2nd Witness
Print Name: Victor L. Stosik

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership
By: Newcaster Devcorp, Inc.
a Florida corporation, its general partner
By: _____
Elias Vassilaros
Executive Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of April 2007, by Elias Vassilaros, as Executive Vice President of Newcaster Devcorp, Inc., a Florida corporation, general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of the corporation, on behalf of the partnership. He/~~she~~ is personally known to me or has provided _____ as identification.

[Notary Seal] VICTOR L. STOSIK MY COMMISSION # DD 477777 EXPIRES: February 3, 2010 Bonded Thru Notary Public Underwriters

Signature of Notary Public
Print Name: _____
My Commission Expires: _____

Witnesses:

1st Witness
Print Name: Vilma I. Amell

2nd Witness
Print Name: Victor L. Stosik

NEWCASTER DEVCORP., INC.,
a Florida corporation
By: _____
Elias Vassilaros
Executive Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of April, 2007, by Elias Vassilaros, as Executive Vice President of Newcaster Devcorp., Inc., a Florida corporation, on behalf of the corporation. He/~~she~~ is personally known to me or has provided _____ as identification.

[Notary Seal] VICTOR L. STOSIK MY COMMISSION # DD 477777 EXPIRES: February 3, 2010 Bonded Thru Notary Public Underwriters

Signature of Notary Public
Print Name: _____
My Commission Expires: _____

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Witnesses:

1st Witness
Print Name: Vilma I. Amell

2nd Witness
Print Name: Victor L. Stosik

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC.,
a Florida non-profit corporation

By: _____
Elias Vassilaros
President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of April, 2007, by Elias Vassilaros, as President of Arborwood Village Commercial Property Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or has provided _____ as identification.

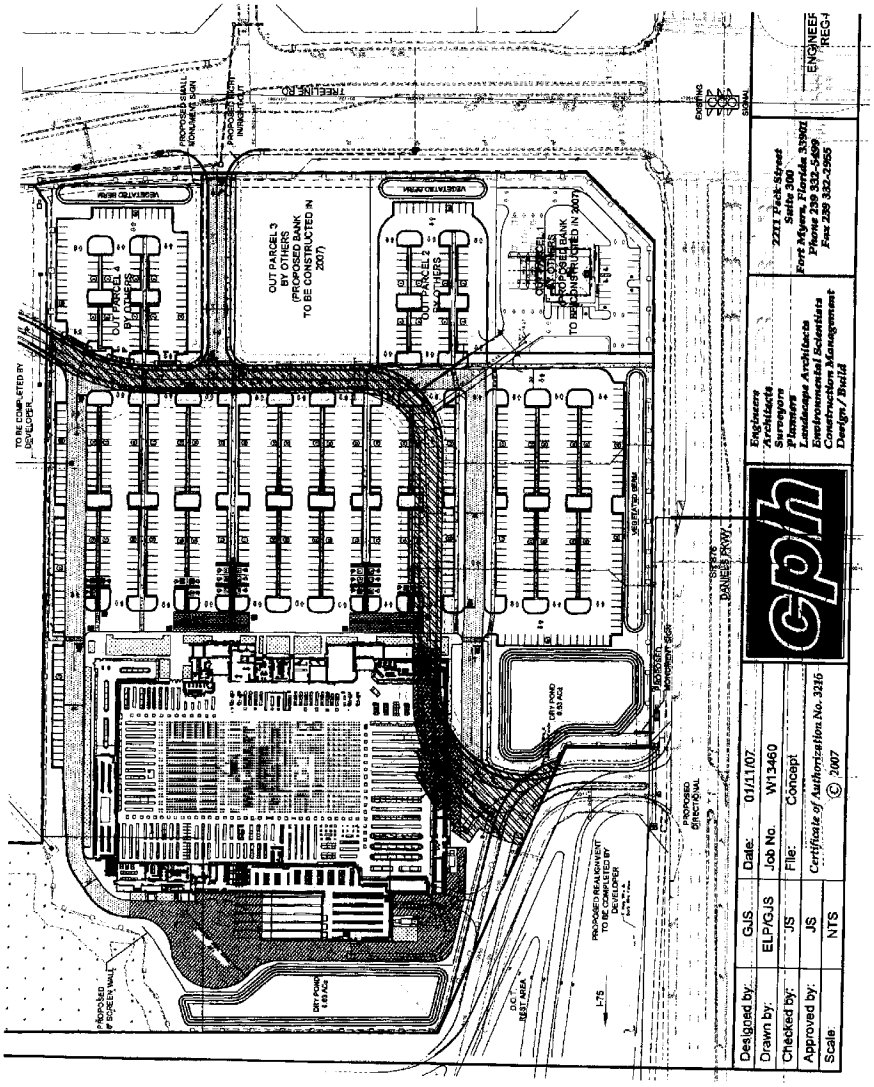
Signature of Notary Public
Print Name: _____
My Commission Expires: _____

[Notary Seal]

#1937197v1

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

EXHIBIT "A"


OUT PARCEL 3
BY OTHERS
(PROPOSED BANK
TO BE CONSTRUCTED IN
2007)
OUT PARCEL 1
BY OTHERS
OUT PARCEL 2
BY OTHERS
OUT PARCEL 4
BY OTHERS
(PROPOSED BANK
TO BE CONSTRUCTED IN 2007)
TO BE COMPLETED BY
DEVELOPER
PROPOSED 6' SCREEN WALL
PROPOSED SIGN
PROPOSED SIGN
DAVIES PKWY.
I-75
D.C.
RETENTION
PROPOSED
DIRECTIONAL
PROPOSED
DIRECTIONAL
Engineers
Architects
Surveyors
Planners
Landscape Architects
Environmental Scientists
Construction Management
Design / Build
2201 Park Street
Suite 300
Fort Myers, Florida 33901
Phone 239 332-5499
Fax 239 332-2965
ENGINEER
REG
Designed by: GJS
Drawn by: ELP/GJS
Checked by: JS
Approved by: JS
Scale: NTS
Date: 01/11/07
Job No. W13460
File: Concept
Certificate of Authorization No. 3216
© 2007

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

This Instrument Prepared by:
Lee County
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: _____
Project # _____
Strap No.: _____

PERPETUAL STORMWATER DRAINAGE EASEMENT

This easement grant is made between DP-TA Associates, Ltd., a Florida limited partnership, whose address is 703 Waterford Way, Suite 800, Miami, Florida 33126, ("Grantor"), and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398, ("County"), as follows:

1. In consideration of the sum of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grant to County, its successors and assigns, a drainage easement in, over and across that portion of Grantors' property legally described on attached Exhibit "A".

2. County has the right and authority to construct and maintain stormwater drainage facilities, including the installation of pipe, box culverts and catch basins within the easement area in accordance with appropriate permits issued for construction and maintenance. The Perpetual Stormwater Drainage Easement is not limited to any one diameter size, type or number of connections to other stormwater lines or systems for providing drainage.

3. County also has the right and authority to remove or trim any roots, trees or other vegetation or structures, including fencing, within the easement area in order to properly install the stormwater drainage facilities.

4. Grantor may use the easement area for landscaping (except trees), walkway, roadway, curbs, gutters, drainage or similar uses, provided no structures, such as sheds, carports, garages or other buildings, are constructed within the easement area. Grantor may also grant other easements over the easement area so long as such other easements do not interfere with Grantee's use herein.

5. Title to any drainage facilities constructed in the easement area will remain in the County, its successors or assigns.

6. Grantors warrant that subject to any existing public roadway or utility easements, Grantors are in lawful possession of the subject property free and clear of all liens and encumbrances, except those recorded in the public records, and have the right and power to convey this easement.

7. County, by accepting the Easement agrees to all the terms contained herein.

8. This easement is binding upon the parties hereto, their successors and assigns.

9. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, County agrees to be liable for injury or loss of property, personal injury, or

death caused by the negligent or wrongful act or omission of any employee of County while acting within the scope of his office or employment under circumstances in which County, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

DATED: August 4, 2006

IN WITNESS WHEREOF, Grantors have caused this document to be signed on the date first written above.

DP-TA ASSOCIATES, LTD, a Florida limited partnership

By: Newcaster Devcorp, Inc., a Florida corporation its general partner

By: _____
Elias Vassilaros
Executive Vice President

_____
Witness

Vilma I. Amell
Print Name

_____
Witness

Victor L. Stosik
Print Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4th day of AUGUST, 2006, by Elias Vassilaros, the Executive Vice President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of the partnership, and who is personally known to me or who has produced _____ as identification.

My Commission Expires:

_____
Notary Public

_____
Print/Type Name of Notary
Commission No: _____

#1441096v2

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

DCI2023-00024 Lee County ePlan
Original Application Dated 06-06-2023

DCI2023-00024 Lee County ePlan

Original Application Dated 06-06-2023

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST,
LEE COUNTY, FLORIDA

(TREELINE AVENUE)

(DP-TA DRAINAGE EASEMENT)
(11-03-2005)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE N.88°10'10"E. ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, FOR 1,353.64 FEET; THENCE S.01°01'24"E. ALONG THE EAST LINE OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, A DISTANCE 1688.66 FEET; THENCE S.88°58'36"W., A DISTANCE OF 133.25 FEET TO THE **POINT OF BEGINNING** AND THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.80°13'21"W., A RADIAL DISTANCE OF 1,137.50 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 01°20'51", A DISTANCE OF 26.75 FEET; THENCE N.56°00'28"W., A DISTANCE OF 46.16 FEET; THENCE N.88°58'37"E., A DISTANCE OF 34.04 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23 BEING N.88°10'10"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Metron Surveying & Mapping, LLC., LB #7071
5245 Ramsey Way, Suite 2
Fort Myers, FL 33907

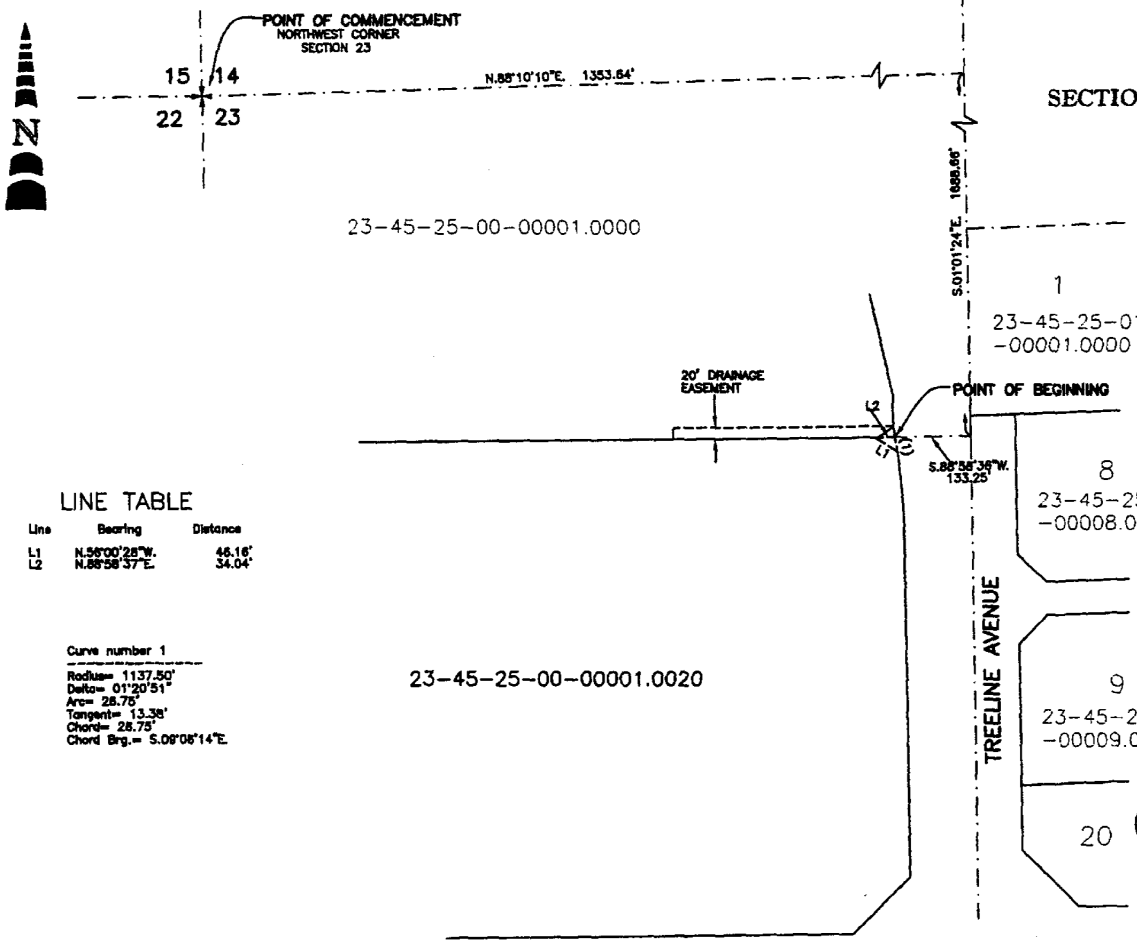
Signed: _____

Date: 11/3/05

5245 RAMSEY WAY, SUITE #2 • FORT MYERS, FLORIDA 33907 • PHONE (239) 275-8575 • FAX (239) 275-8457
www.metronfl.com

SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



LINE TABLE

Line	Bearing	Distance
L1	N.56°00'28"W.	46.16'
L2	N.88°58'37"E.	34.04'

Curve number 1

Radius= 1137.50'
Delta= 01°20'51"
Arc= 28.75'
Tangent= 13.38'
Chord= 28.75'
Chord Brg.= S.09°08'14"E.

*** THIS IS NOT A SURVEY ***

11/3/05

DENIS J. O'CONNELL, JR., PROFESSIONAL SURVEYOR AND MAPPER LS# 5430 DATE SIGNED

DP-TA DRAINAGE EASEMENT 11-03-2005

TITLE: SKETCH OF DESCRIPTION

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS PLANNERS
LB# 7071
9245 RAMSEY WAY, SUITE #2
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
www.metronfl.com

FILE NAME	PROJECT NO.:	SHEET
DP-TA DE 11-03-2005.DWG	3737	1 OF 1

SURVEY DATE	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
11-03-2005	DJO	NOT TO SCALE	DJO	23-45-25

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000345011, Doc Type EAS, Pages 14, Recorded 11/19/2007 at 03:35 PM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $120.50 Deputy Clerk GGARCIA

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

Strap Number(s):
23-45-25-06-00000.0010
23-45-25-06-00000.0020
23-45-25-06-00000.0030
23-45-25-06-00000.0040
23-45-25-06-00000.0060
23-45-25-06-00000.0080

LCU 500283
(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this 6th day of November 2007, by and between **"DP-TA ASSOCIATES, LTD",** Owner(s), hereinafter referred to as GRANTOR(S), and **"LEE COUNTY"**, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

BS 20071888-UTL
C14a
11-6-07

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

[1st Witness' Signature]

Vilma I. Amell

[Type or Print Name]

[2nd Witness' Signature]

Victor L. Stosik

[Type or Print Name]

BY: DP-TA ASSOCIATES, LTD.
a Florida limited partnership

BY: NEWCASTER DEVCORP, INC., a Florida corporatio
its general partner

[Signature Grantor's/Owner's]

Elias Vassilaros

[Type or Print Name]

Executive Vice President

[Title]

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was signed and acknowledged before me this 31st day of August 2007 by ** who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

**Elias Vassilaros,
Executive Vice President
of Newcaster Devcorp, Inc.,
a Florida corporation,
the sole general partner
of DP-TA Associates, Ltd.,
a Florida limited partnership

[Signature of Notary]

[Typed or Printed Name]

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

Approved and accepted for and on behalf of Lee County, Florida, this 6th day of November, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BY: Marcia Wilson
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Ray Judah
Chair

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

APPROVED AS TO FORM

BY: Scott S. Coovert
Office of the County Attorney
Scott S. Coovert, Esquire

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000345011 Page Number: 6 of 14

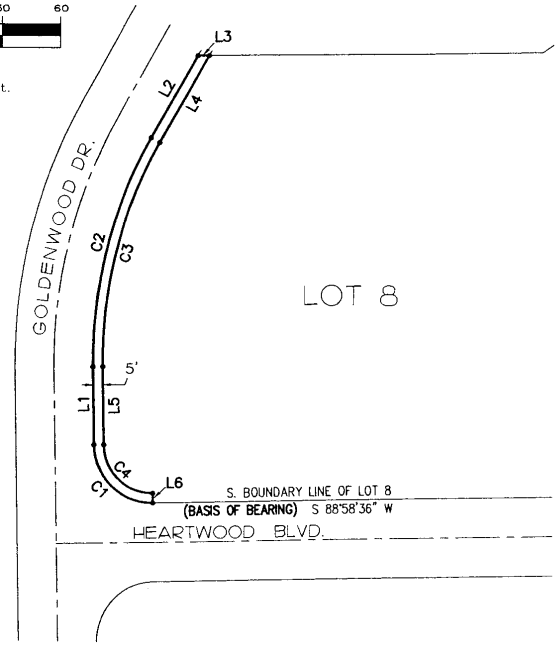
COPY

N

GRAPHIC SCALE

60 0 30 60

(IN FEET)
1 inch = 60 ft.



LINE	BEARING	DISTANCE
L1	S 01°01'24" E	39.90'
L2	S 29°25'05" W	48.03'
L3	N 89°26'26" E	5.77'
L4	N 29°25'05" E	50.91'
L5	S 01°01'24" E	39.90'
L6	N 01°01'24" W	5.00'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	30.00'	90°00'00"	42.43'	N 46°01'24" W	47.12'
C2	230.00'	30°26'29"	120.77'	N 14°11'51" E	122.20'
C3	225.00'	30°26'29"	118.14'	N 14°11'51" E	119.54'
C4	25.00'	90°00'00"	35.36'	N 46°01'24" W	39.27'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 8 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 5.00 FEET OF LOT 8 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462. OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

BEARINGS REFER TO THE SOUTHERLY BOUNDARY LINE OF LOT 8 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEARING S 88°58'36"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY _____ P.S.M. #6130
JERRY RIEDLMACHER STATE OF FLORIDA

(4)

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

* NOT A SURVEY *

SEC-TWN-RGE: 23-45-25	
DRAWN BY: JRD	DATE 09/07
CHECKED BY: JLR	DRAWING NO. E-401

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTS

6224 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

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

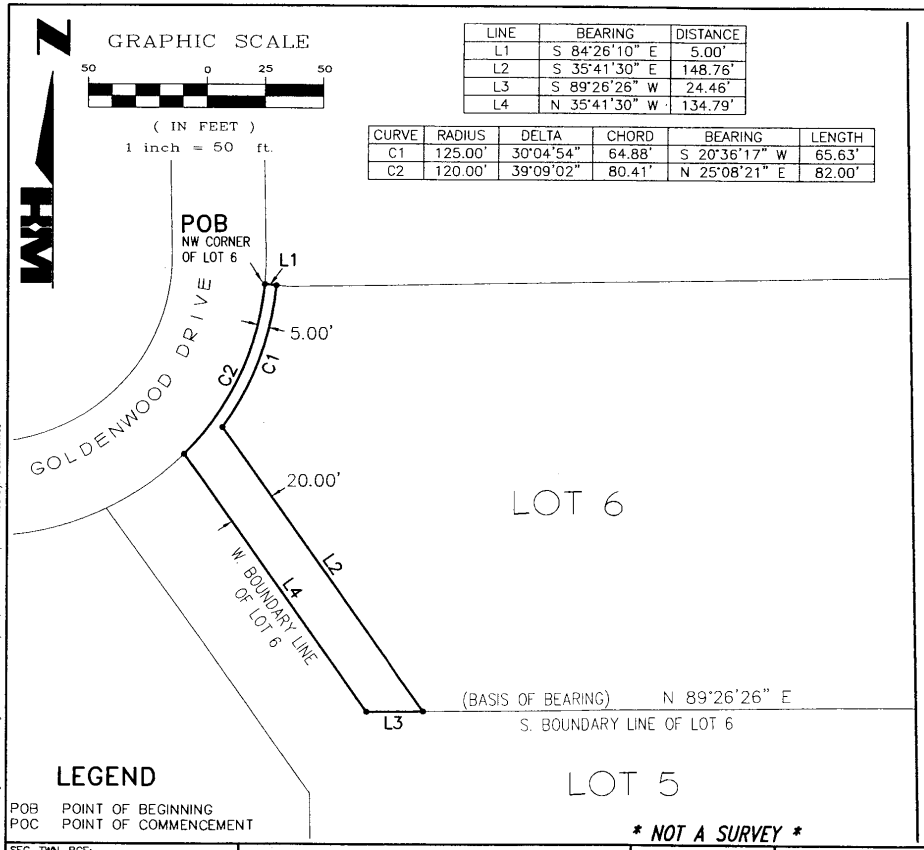
SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 04.092
REFERENCE NO. L&LCUSL

H:\2004\2004092\DWG\GP sa'g's\L&LCUSL.dwg Tab: Layout1 Sep 05, 2007 - 3:34pm Plotted by: johndefrance

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000345011 Page Number: 7 of 14

COPY



LINE	BEARING	DISTANCE
L1	S 84°26'10" E	5.00'
L2	S 35°41'30" E	148.76'
L3	S 89°26'26" W	24.46'
L4	N 35°41'30" W	134.79'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	125.00'	30°04'54"	64.88'	S 20°36'17" W	65.63'
C2	120.00'	39°09'02"	80.41'	N 25°08'21" E	82.00'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 6 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 6 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.84°26'10"E., ALONG THE NORTHERLY BOUNDARY OF SAID LOT 6, FOR A DISTANCE OF 5.00 FEET TO A POINT LYING 5.00 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY BOUNDARY OF SAID LOT 6, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY; WHOSE RADIUS POINT BEARS N.84°26'10"W., THEREFROM; THENCE RUN SOUTHERLY, ALONG A LINE RUNNING PARRALLEL WITH THE NORTHWESTERLY BOUNDARY OF SAID LOT 6, AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 30°04'54", SUBTENDED BY A CHORD OF 64.88 FEET AT A BEARING OF S.20°36'17"W., FOR A DISTANCE OF 65.63 FEET TO A POINT LYING 20.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY BOUNDARY OF SAID LOT 6; THENCE RUN S.35°41'30"E., ALONG A LINE RUNNING PARRALLEL WITH THE WESTERLY BOUNDARY OF SAID LOT 6, FOR A DISTANCE OF 148.76 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 6; THENCE RUN S.89°26'26"W., ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 6, FOR A DISTANCE OF 24.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE RUN N.35°41'30"W., ALONG THE WESTERLY BOUNDARY OF SAID LOT 6, FOR A DISTANCE OF 134.79 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID LOT 6THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; WHOSE RADIUS POINT BEARS N.45°17'08"W., THEREFROM; THENCE RUN NORTHEASTERLY, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 6 AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 39°09'02", SUBTENDED BY A CHORD OF 80.41 FEET AT A BEARING OF N.25°08'21"E., FOR A DISTANCE OF 82.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.073 ACRE MORE OR LESS.

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

BEARINGS REFER TO THE SOUTHERLY BOUNDARY LINE OF LOT 6 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.89°26'26"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY _____ P.S.M. #6130 (3)
JERRY L. RIEFENMACHER STATE OF FLORIDA

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

* NOT A SURVEY *

SEC-TWN-RGE: 23-45-25		HOLE MONTES ENGINEERS · PLANNERS · SURVEYORS LANDSCAPE ARCHITECTS	6224 Whiskey Creek Drive Fort Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772
DRAWN BY: AK	DATE 09/07		
CHECKED BY: JLR	DRAWING NO. E-407		

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

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 04.092
REFERENCE NO. L6LCUSL

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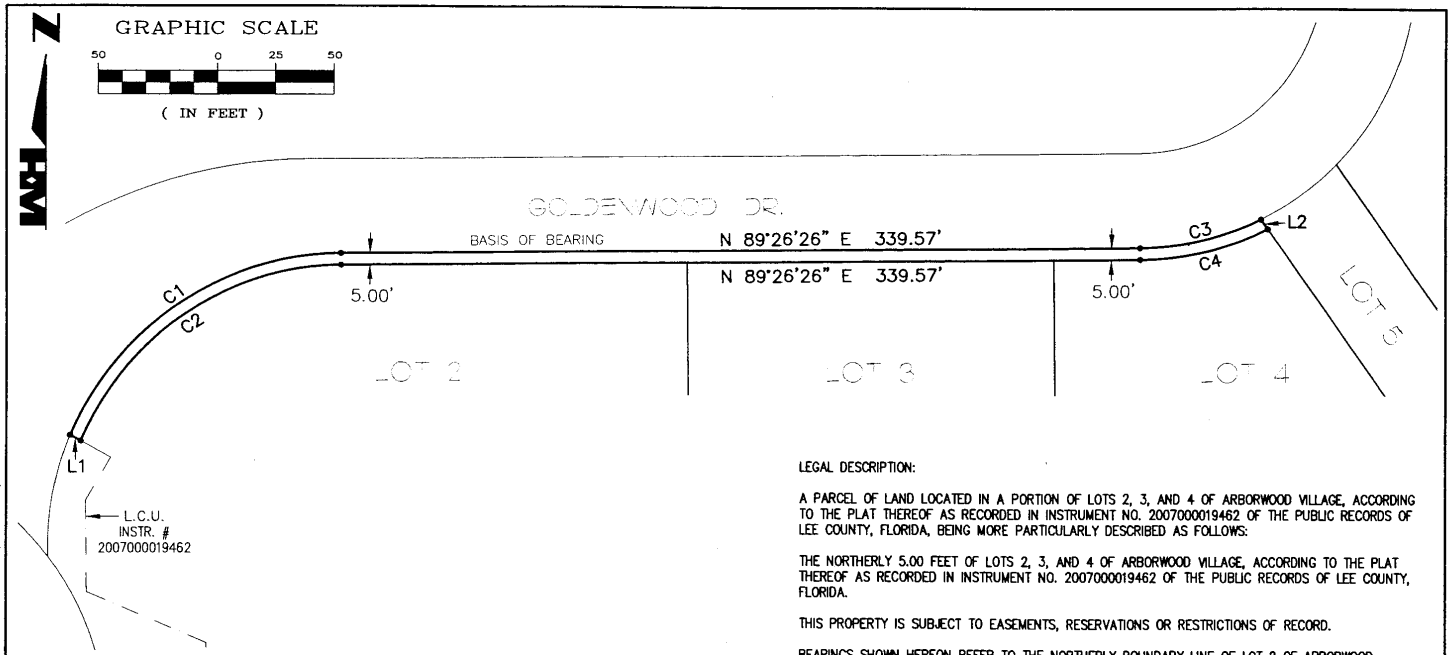
DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000345011 Page Number: 8 of 14



LINE	BEARING	DISTANCE
L1	N 60°34'23" W	5.04'
L2	S 35°41'30" E	5.07'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	125.00'	67°11'38"	138.34'	N 55°50'37" E	146.59'
C2	120.00'	67°29'41"	133.33'	N 55°41'35" E	141.36'
C3	120.00'	25°32'17"	53.05'	S 76°40'17" W	53.49'
C4	125.00'	25°55'31"	56.08'	S 76°28'41" W	56.56'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOTS 2, 3, AND 4 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 5.00 FEET OF LOTS 2, 3, AND 4 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

BEARINGS SHOWN HEREON REFER TO THE NORTHERLY BOUNDARY LINE OF LOT 2 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AS BEING N.89°26'26"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY _____ P.S.M. #6130
JERRY L. RIFFENMACHER STATE OF FLORIDA

LEGEND

L.C.U. LEE COUNTY UTILITIES

* NOT A SURVEY *

(2)

SEC-TWN-RGE: 23-45-25		HOLE MONTES ENGINEERS · PLANNERS · SURVEYORS LANDSCAPE ARCHITECTS	6224 Whiskey Creek Drive Fort Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772
DRAWN BY: AK	DATE 09/07		
CHECKED BY: JLR	DRAWING NO. E-402		

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

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 04.092
REFERENCE NO. L234LCUSL

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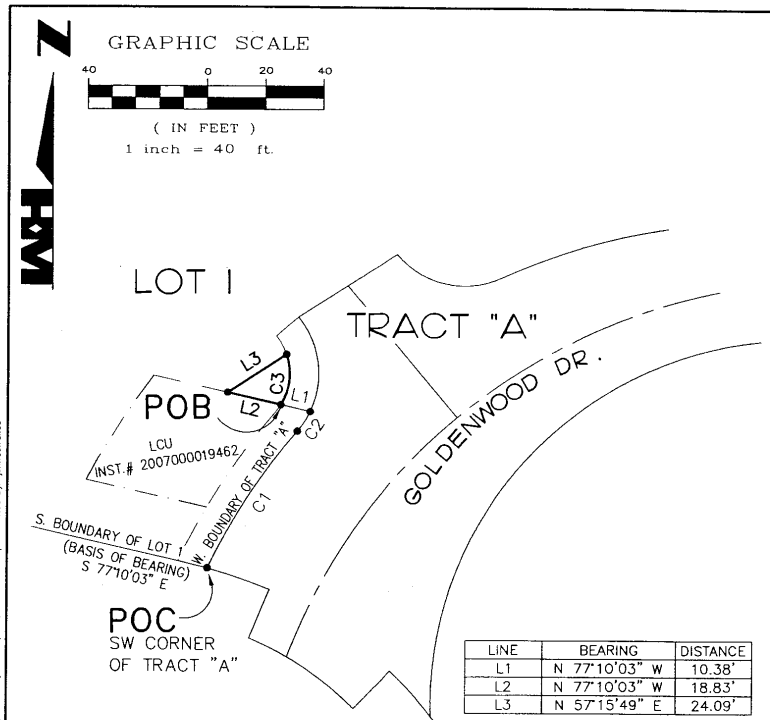
DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000345011 Page Number: 9 of 14



LINE	BEARING	DISTANCE
L1	N 77°10'03" W	10.38'
L2	N 77°10'03" W	18.83'
L3	N 57°15'49" E	24.09'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	208.00'	15°30'34"	56.13'	N 33°04'29" E	56.30'
C2	30.00'	15°23'31"	8.03'	N 33°08'01" E	8.06'
C3	20.00'	51°17'31"	17.31'	S 06°17'39" W	17.90'

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
L.C.U. LEE COUNTY UTILITIES

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 1 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.64°40'48"E., THEREFROM; THENCE RUN NORTHEASTERLY, ALONG THE WESTERLY BOUNDARY OF SAID TRACT "A" AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 208.00 FEET, THROUGH A CENTRAL ANGLE OF 15°30'34", SUBTENDED BY A CHORD OF 56.13 FEET AT A BEARING OF N.33°04'29"E., FOR A DISTANCE OF 56.30 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE WESTERLY BOUNDARY OF SAID TRACT "A" AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 15°23'31", SUBTENDED BY A CHORD OF 8.03 FEET AT A BEARING OF N.33°08'01"E., FOR A DISTANCE OF 8.06 FEET TO THE END OF SAID CURVE; THENCE RUN N.77°10'03"W., FOR A DISTANCE OF 10.38 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.77°10'03"W., FOR A DISTANCE OF 18.83 FEET; THENCE RUN N.57°15'49"E., FOR A DISTANCE OF 24.09 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.70°38'54"W., THEREFROM; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 51°17'31", SUBTENDED BY A CHORD OF 17.31 FEET AT A BEARING OF S.06°17'39"W., FOR A DISTANCE OF 17.90 FEET TO THE POINT OF BEGINNING; CONTAINING 184.933 SQUARE FEET MORE OR LESS.

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

BEARINGS REFER TO THE SOUTHERLY BOUNDARY LINE OF LOT 1 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING S.77°10'03"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB-#1772

BY _____ P.S.M. #6130
JERRY RIFELMACHER STATE OF FLORIDA

(1)

* NOT A SURVEY *

SEC-TWN-RGE: 23-45-25	
DRAWN BY: JRD	DATE: 09/07
CHECKED BY: JLR	DRAWING NO. E-408

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTS

6224 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

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

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 04.092
REFERENCE NO. L1LCUSL

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HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTURE
6200 Whiskey Creek Drive • Fort Myers, Florida 33919 • Phone: 239.985.1200 • Fax: 239.985.1258 • Fax: 239.985.1259

AFFIDAVIT

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

BEFORE ME, THE UNDERSIGNED AUTHORITY, DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JERRY L. RIFFELMACHER, WHO, AFTER BEING DULY SWORN, DEPOSED AND SAYS:

I AM A PROFESSIONAL SURVEYOR AND MAPPER HOLDING CERTIFICATE NO. 6130 UNDER THE LAWS OF THE STATE OF FLORIDA.

THE PLAT OF ARBORWOOD VILLAGE, RECORDED AS INSTRUMENT NUMBER 2007000019462, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION IN DECEMBER 2006 AND CERTIFIED BY ME. THE BOUNDARY SURVEY OF THE PROPERTY WHICH WAS PLATTED AND THE SETTING OF P.R.M.'s WAS ALSO DONE UNDER MY DIRECTION.

IT HAS COME TO MY ATTENTION THAT THERE IS A SCRIVENER'S ERROR SHOWN ON PAGES 3 AND 4 OF SAID PLAT.

PAGE 3 OF THE PLAT NOW INCORRECTLY REFERS TO LOT 1 AS TRACT C :

PAGE 4 OF THE PLAT NOW INCORRECTLY REFERS TO LOT 1 AS TRACT C AND DIMENSIONS TRACT A AS FOLLOWS :

C1; RADIUS 208.00' DELTA 11°29'44" CHORD DISTANCE 41.66' CHORD BEARING S 31°04'04" W ARC LENGTH 41.73'

C3; RADIUS 218.00' DELTA 11°27'01" CHORD DISTANCE 43.49' CHORD BEARING S 35°57'13" W ARC LENGTH 43.57'

C4; RADIUS 218.00' DELTA 16°53'02" CHORD DISTANCE 64.01' CHORD BEARING S 33°14'13" W ARC LENGTH 64.24'

C5; RADIUS 25.00' DELTA 61°36'13" CHORD DISTANCE 25.60 CHORD BEARING N 06°00'50" E ARC LENGTH 26.88'

C7; RADIUS 15.00' DELTA 95°07'25" CHORD DISTANCE 22.14' CHORD BEARING S 72°20'59" E ARC LENGTH 24.90'

(5)

Naples • Fort Myers • Venice

C8; RADIUS 25.00' DELTA 95°07'25" CHORD DISTANCE 36.90' CHORD BEARING S 72°20'59" E ARC LENGTH 41.51'

C9; RADIUS 100.00' DELTA 19°38'22" CHORD DISTANCE 34.11' CHORD BEARING S 34°44'00" E ARC LENGTH 34.28'

C10; RADIUS 200.00' DELTA 24°49'13" CHORD DISTANCE 85.96' CHORD BEARING S 33°02'13" W ARC LENGTH 86.64'

C11; RADIUS 200.00' DELTA 43°59'36" CHORD DISTANCE 149.82' CHORD BEARING S 67°26'38" W ARC LENGTH 153.57'

C13; RADIUS 115.00' DELTA 68°37'17" CHORD DISTANCE 129.68' CHORD BEARING S 55°07'47" W ARC LENGTH 137.73'

C14; RADIUS 125.00' DELTA 25°44'05" CHORD DISTANCE 55.67' CHORD BEARING S 08°38'42" W ARC LENGTH 56.14'

C15; RADIUS 125.00' DELTA 67°55'41" CHORD DISTANCE 139.67' CHORD BEARING S 55°28'35" W ARC LENGTH 148.20'

C16; RADIUS 125.00' DELTA 93°39'47" CHORD DISTANCE 182.34' CHORD BEARING S 42°36'33" W ARC LENGTH 204.34'

C45; RADIUS 121.12' DELTA 20°40'09" CHORD DISTANCE 43.46' CHORD BEARING N 24°10'40" W ARC LENGTH 43.69'

C46; RADIUS 121.12' DELTA 12°40'20" CHORD DISTANCE 26.73' CHORD BEARING N 40°50'54" W ARC LENGTH 26.79'

C53; WAS OMITTED COMPLETELY

L5; S 77°10'03" E 33.57'

L6; S 77°10'03" E 11.07'

L7; S 77°10'03" E 44.64'

L8; S 24°47'17" E 25.45'

L10; S 24°47'17" E 27.10'

L11; N 65°12'43" E 40.00'

L12; S 65°12'43" W 10.00'

L13; S 44°33'10" E 34.08'

L17; S 60°34'23" E 16.48'

THE COMMON LINE BETWEEN TRACT A AND LOT 2; S 89°26'6" W 143.99'

THE COMMON LINE BETWEEN TRACT A AND LOTS 2, 3, AND 4;
S 89°26'6" W 336.40'

6

THE CORRECT INFORMATION IS SHOWN ON THE ATTACHED EXHIBIT "A" (HMA DRAWING #E-406), AND IS LISTED AS FOLLOWS :

PAGE 4 :

C1; RADIUS 208.00' DELTA 15°30'34" CHORD DISTANCE 56.13' CHORD BEARING S 33°04'29" W ARC LENGTH 56.30'

C3; RADIUS 218.00' DELTA 10°36'04" CHORD DISTANCE 40.28' CHORD BEARING S 35°31'44" W ARC LENGTH 40.34'

C4; RADIUS 218.00' DELTA 16°02'05" CHORD DISTANCE 60.81' CHORD BEARING S 32°48'44" W ARC LENGTH 61.01'

C5; RADIUS 30.00' DELTA 80°59'56" CHORD DISTANCE 38.97 CHORD BEARING N 00°19'48" E ARC LENGTH 42.41'

C7; RADIUS 20.00' DELTA 74°42'34" CHORD DISTANCE 24.27' CHORD BEARING S 77°31'27" E ARC LENGTH 26.08'

C8; RADIUS 30.00' DELTA 74°42'34" CHORD DISTANCE 36.40' CHORD BEARING S 77°31'27" E ARC LENGTH 39.12'

C9; RADIUS 20.00' DELTA 80°59'56" CHORD DISTANCE 25.98' CHORD BEARING S 00°19'48" W ARC LENGTH 28.27'

C10; RADIUS 200.00' DELTA 29°12'14" CHORD DISTANCE 100.84' CHORD BEARING S 35°13'43" W ARC LENGTH 101.95'

C11; RADIUS 200.00' DELTA 39°36'36" CHORD DISTANCE 135.53' CHORD BEARING S 69°38'08" W ARC LENGTH 138.26'

C13; RADIUS 115.00' DELTA 67°49'19" CHORD DISTANCE 128.32' CHORD BEARING S 55°31'46" W ARC LENGTH 136.13'

C14; RADIUS 125.00' DELTA 24°16'28" CHORD DISTANCE 52.56' CHORD BEARING S 10°06'34" W ARC LENGTH 52.96'

C15; RADIUS 125.00' DELTA 67°11'38" CHORD DISTANCE 138.34' CHORD BEARING S 55°50'37" W ARC LENGTH 146.59'

C16; RADIUS 125.00' DELTA 91°28'06" CHORD DISTANCE 179.03' CHORD BEARING S 43°42'23" W ARC LENGTH 199.55'

C45; RADIUS 121.12' DELTA 23°26'35" CHORD DISTANCE 49.21' CHORD BEARING N 25°33'52" W ARC LENGTH 49.56'

C46; RADIUS 121.12' DELTA 09°53'54" CHORD DISTANCE 20.90' CHORD BEARING N 42°14'07" W ARC LENGTH 20.92'

C53; RADIUS 20.00' DELTA 08°53'22" CHORD DISTANCE 3.10' CHORD BEARING N 36°23'06" E ARC LENGTH 3.10'

L5; S 77°10'03" E 25.51'

7

L6; S 77°10'03" E 18.83'

L7; S 77°10'03" E 44.34'

L8; N 57°15'49" E 24.09'

L10; N 49°49'50" E 10.00'

L11; N 57°39'05" E 40.38'

L12; S 49°49'50" W 10.00'

L13; S 40°10'10" E 58.46'

L17; S 60°34'23" E 19.44'

THE COMMON LINE BETWEEN TRACT A AND LOT 2; S 89°26'6" W 147.16'

THE COMMON LINE BETWEEN TRACT A AND LOTS 2, 3, AND 4;
S 89°26'6" W 339.57'

THE ABOVE DESCRIBED TRACTS HAVE BEEN RESURVEYED WITHIN THE LAST TEN DAYS TO ESTABLISH THE CORRECT LOT LINES. NO EVIDENCE EXISTED AT THAT TIME INDICATING ANY CONFLICTS WITH THESE CORRECTIONS.

THIS AFFIDAVIT IS RECORDED TO PUT ON RECORD THE TRUE DATA FOR THE TRACTS QUESTION AS SURVEYED AND SHOWN ON SAID PLAT.

HOLE, MONTES & ASSOCIATES, INC.

BY _____
JERRY L. RIFFELMACHER, AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 DAY OF September, A.D. 2007.

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

NOTARY PUBLIC STATE OF FLORIDA
Darlene Denton
Commission # DD371749
Expires November 15, 2008
Bonded Thru Fain - Insurance, Inc. 800-385-7019

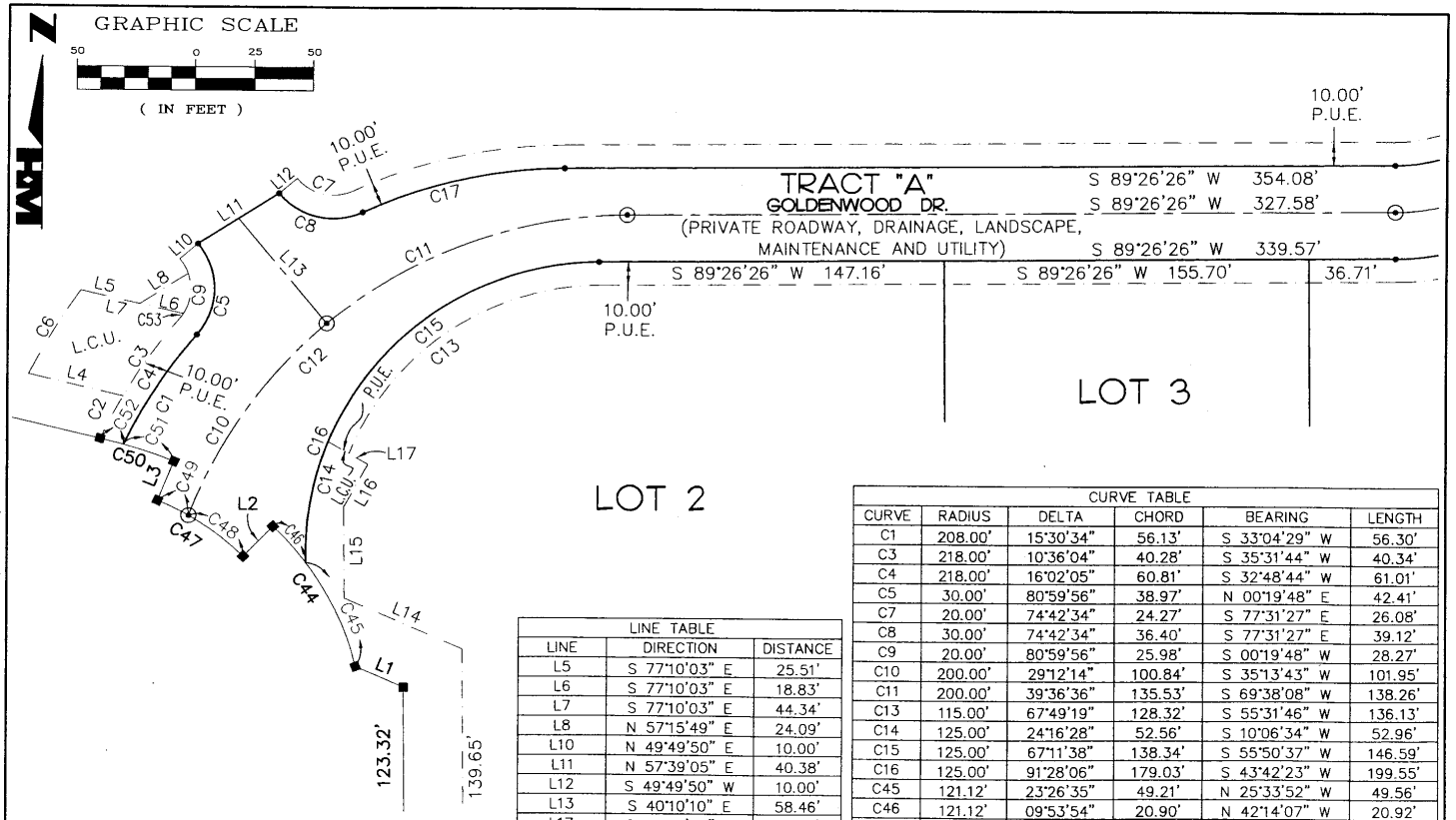
MY COMMISSION EXPIRES: 11/15/08

8

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2007000345011 Page Number: 14 of 14

AFFIDAVIT (EXHIBIT A)

COPY



LINE TABLE		
LINE	DIRECTION	DISTANCE
L5	S 77°10'03" E	25.51'
L6	S 77°10'03" E	18.83'
L7	S 77°10'03" E	44.34'
L8	N 57°15'49" E	24.09'
L10	N 49°49'50" E	10.00'
L11	N 57°39'05" E	40.38'
L12	S 49°49'50" W	10.00'
L13	S 40°10'10" E	58.46'
L17	S 60°34'23" E	19.44'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	208.00'	15°30'34"	56.13'	S 33°04'29" W	56.30'
C3	218.00'	10°36'04"	40.28'	S 35°31'44" W	40.34'
C4	218.00'	16°02'05"	60.81'	S 32°48'44" W	61.01'
C5	30.00'	80°59'56"	38.97'	N 00°19'48" E	42.41'
C7	20.00'	74°42'34"	24.27'	S 77°31'27" E	26.08'
C8	30.00'	74°42'34"	36.40'	S 77°31'27" E	39.12'
C9	20.00'	80°59'56"	25.98'	S 00°19'48" W	28.27'
C10	200.00'	29°12'14"	100.84'	S 35°13'43" W	101.95'
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C13	115.00'	67°49'19"	128.32'	S 55°31'46" W	136.13'
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C15	125.00'	67°11'38"	138.34'	S 55°50'37" W	146.59'
C16	125.00'	91°28'06"	179.03'	S 43°42'23" W	199.55'
C45	121.12'	23°26'35"	49.21'	N 25°33'52" W	49.56'
C46	121.12'	09°53'54"	20.90'	N 42°14'07" W	20.92'
C53	20.00'	08°53'22"	3.10'	N 36°23'06" E	3.10'

* NOT A SURVEY *

SEC-TWN-RGE: 23-45-25			
DRAWN BY: AK	DATE 09/07		
CHECKED BY: JLR	DRAWING NO. E-406		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTS

6224 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

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

EXHIBIT

9

PROJECT NO. 04.092

REFERENCE NO. ROW-REV

H:\2004\04092\DWG\Plot\ROW-REV.dwg Tab: PAGE 1 Sep 06, 2007 - 3:24pm Plotted by: addmkehres

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2009000260123, Doc Type RES, Pages 9, Recorded 09/24/2009 at 10:44 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $78.00 Deputy Clerk WMILLER

(3)

SOUTHERN TITLE
2335 Beville Road
Daytona Beach, FL 32119
CMOB 3087

$78

Prepared By & Return To:
VICTOR L. STOSIK, ESQ.
703 Waterford Way
Suite 800
Miami, FL 33126

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made and entered into this 17th day of September, 2009, by and between DP-TA ASSOCIATES , LTD., a Florida limited partnership (hereinafter referred to as "Associates"), and RACETRAC PETROLEUM, INC., a Georgia corporation (hereinafter referred to as "RaceTrac").

WHEREAS, Associates is the owner of 15.8716 acres, more or less, which has been platted as Lots 1, 6 and 8 of ARBORWOOD VILLAGE [what about Lot 9?], according to the Plat thereof, as recorded in Instrument No. 2007000019642, and Lot 3 of ARBORWOOD VILLAGE II, as recorded in Instrument No. 2009000100646, both of the Public Records of Lee County, Florida, and which is being developed and marketed as the Arborwood Village Shopping Center (hereinafter referred to as "Adjoining Property"); and

WHEREAS, RaceTrac is the owner of Lot 2 of ARBORWOOD VILLAGE II, containing 1.9238 acres, more or less (hereinafter referred to as the "Property"); and

WHEREAS, Associates and RaceTrac have agreed to place certain restrictions against their respective properties which will mutually benefit their respective properties.

NOW, THEREFORE, Associates and RaceTrac, for themselves and for their successors and assigns, declare as follows:

1. Restrictions on RaceTrac's Improvements. Under no circumstances shall improvements including any canopy constructed upon the Property exceed twenty five (25) feet in height (measured from the finished floor to the top of any flat roof structure excluding any and all projections above that plane such as architectural features, mansards, towers, pitched roofs or equipment screening structures). RaceTrac covenants and agrees that it shall not, within ten (10) years from the date of this Declaration, construct a building on the Property containing more than six thousand (6,000) square feet of floor area [excluding the square footage of any gas/motor fuel island(s) and canopy]; provided, however, in the event of a casualty or condemnation of the building constructed on the Property during said ten (10) year period, RaceTrac may thereafter rebuild, remodel and/or reconstruct the building in accordance with RaceTrac' then-current prototype design so long as said building conforms to the foregoing six thousand (6,000) square foot area and twenty-five (25') foot height restriction described herein. The provisions in this Paragraph 1 (and Paragraph 3 below) shall supersede and replace the restrictions and provisions set forth in Paragraph V(C) of that certain Declaration of Arborwood Village dated February 21, 2007 and recorded in the Lee County Clerk of Circuit Court as Instrument #2007000064679, it being the intent hereof that the restrictions and provisions set forth in said Paragraph V(C) shall not apply to the Property. Without limiting any of the foregoing, the initial improvements constructed by RaceTrac on the Property shall be in accordance with the elevations therefor previously approved by Associates (the "Approved Elevations"). In the event RaceTrac desires to materially change the Approved Elevations RaceTrac shall first obtain Associates' prior written consent which shall not be unreasonably withheld, delayed or conditioned. Associates shall respond to RaceTrac's request for approval within

twenty (20) days after receipt thereof and the Approved Elevations will be deemed approved if Associates fails to respond within such time period, if such request is transmitted with correspondence conspicuously stating in bold, capital letters "IF ASSOCIATES FAILS TO RESPOND WITHIN 20 DAYS AFTER RECEIPT OF THE ELEVATIONS, ASSOCIATES WILL BE DEEMED TO HAVE APPROVED SAME".

2. Rules and Regulations. Associates shall have the right to enact reasonable, non-discriminatory rules concerning the conduct and operation of parking areas and spaces, driveways and other common areas situated on the Property. The Property and the use and operation of the Property are subject to the rules and regulations governing the Property and Arborwood Village, as amended by Associates from time to time. Attached hereto as Exhibit "A" are copies of the rules and regulations in effect for the Property. RaceTrac shall use reasonable efforts to ensure compliance by its invitees, licensees, agents and employees of all reasonable rules and regulations promulgated by Associates and relating to the common areas of Arborwood Village. Notwithstanding the foregoing, no such rules or regulations shall unreasonably interfere with RaceTrac's rights and easements hereunder, limit RaceTrac's rights hereunder, or increase RaceTrac's obligations hereunder.

3. Use of the Property .

a. No portion(s) of the Property or Adjoining Property shall at any time be used or occupied or permitted to be used or occupied as or for: an adult movie house, adult entertainment, massage parlor, bath house, and/or other establishment having a substantial or significant portion of its stock-in-trade books, magazines, videos, and other periodicals and/or audio visual material, and other goods and items held for sale or rental and which are distinguished or characterized by their emphasis on matters depicting, describing or relating to "specific sexual activities" or "specific anatomical areas", or as an establishment with a segment or section diverted to the sale, rental or display of such material or any activities or the sale or rental of merchandise that would offend local community standards (any determination as to what constitutes local community standards shall be at Associates' reasonable discretion), or which a portion of the inventory is not available for sale or rent to children under eighteen (18) years old because such inventory explicitly deals with or depicts human sexuality. Notwithstanding the foregoing, a motor fuel station/convenience store may sell magazines which would be included within the foregoing restriction provided that the sale and display of such magazines does not exceed five (5%) per cent of sales revenue and five (5%) per cent of the total sales display area in said convenience store.

b. The Property, or any portion thereof, shall not, at any time, be used or occupied or permitted to be used or occupied for a period of twenty (20) years from the date of this Declaration for any of the following uses, unless such use is then a use customarily associated with a motor fuel station or convenience store:

i. auto, boat, motorcycle or truck dealership, other than a high-end, exotic dealership such as Porsche or Ferrari;

ii. sale of coin-operated dry cleaning services;

iii. tattoo parlor;

iv. any second hand stores such as Goodwill, Salvation Army or pawn shops;

v. lounge and/or night club;

vi. billiard parlor and/or pool room; or

vii. off-track betting, gambling and/or bingo parlor other than the sale of state sponsored lottery tickets.

4. Exclusive Use. Associates shall not lease, sell, permit or consent to the use of any portion of the Adjoining Property as a retail outlet for the sale of motor fuels or a Convenience Store (as hereinafter defined) or any advertising thereof, and no owner or occupant of any portion of the Adjoining Property shall use such property for any of such purposes. The aforementioned restriction shall terminate in the event (i) RaceTrac fails to start construction of a motor fuel station and/or Convenience Store within three (3) years from the date of this Declaration, or (ii) RaceTrac, after it constructs said motor fuel station and/or Convenience Store, fails to operate same and such failure continues for a two (2) year period for reasons other than periods of non-operation caused by fire or other casualty, the elements or act of God, or remodeling. The term "Convenience Store" shall mean a retail store containing no more than seven thousand (7,000) square feet of interior space, and selling primarily (i.e., more than fifty (50%) per cent of display area) food, beverage and/or grocery items for off-premises use and consumption. An example of a Convenience Store would be 7-Eleven. The term Convenience Store shall not prohibit the operation of a fast food restaurant for on premises consumption or a nutrition store.

5. Signage/Structure Restriction. Associates shall not erect or install, or permit to be erected or installed, a sign within twenty (20') feet from Daniels Parkway or other structure within forty (40') feet from Daniels Parkway, on any portion of the Adjoining Property located within two hundred (200') feet of the boundary of the Property along Daniels Parkway.

6. Compliance With Laws and Regulations. RaceTrac and Associates covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities and to indemnify, defend and hold each other harmless against all claims, demands, losses, damages, liabilities, and to indemnify, defend and hold each other harmless (including but not limited to costs and reasonable attorneys' fees) arising out of or in any way related to RaceTrac's or Associates' failure to maintain their respective properties in a safe condition. RaceTrac and Associates shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification hereunder.

7. Default under Restrictions. In the event of any failure by either party to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by it, continuing for thirty (30) days after written notice thereof (or in situation involving potential damages to the health or safety of persons in, on or about or substantial deterioration of each parties' property or any portion of any part thereof, then promptly after written notice specifying such), the other party may, at its election, cure such failure or breach for and on behalf of the defaulting party, and any reasonable amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other hereunder, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest thereon at eighteen (18%) per cent per annum, from the date of expenditure or the date when same shall have become due to the date of payment thereof in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trusts at any time or from time to time on the land of the defaulting party and the rights of the holder or holders thereof.

8. Attorney's Fees. In the event of litigation concerning the terms, restrictions, conditions and limitations contained in this Declaration, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees (both at trial and at appellate level) and all

other costs and expenses incurred by such prevailing party in connection with such litigation.

9. Waiver. Any waiver by any party of any provision of this Declaration must be in writing and shall constitute a waiver of that provision, on that occasion only, and shall not operate or be construed as a waiver of any other provision or subsequent breach thereof. Failure by any party to insist upon or enforce its rights under this Declaration shall not constitute a waiver of such rights. Any party hereto may waive the benefit of any provision or condition for its benefit contained in this Declaration.

10. Severability. If any provision of this Declaration or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision to circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforceable to the fullest permitted by law.

11. Successors and Assigns. The terms, covenants, conditions and warranties herein shall inure to the benefit of and be binding upon RaceTrac and Associates and their respective heirs, legal representatives, successors and assigns, and upon any person acquiring a tract in the Adjoining Property or any portion thereof, or any interest therein, whether by operation of law other otherwise. The easements, benefits and obligations hereunder shall create mutual and equitable benefits and servitudes upon each tract running with the land.

12. Remedies. In the event of a breach or violation, or attempted or threatened breach or violation, in or of any of the terms, covenants and conditions thereof by any owner or person claiming by, through or under an owner, Associates or RaceTrac shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach. The remedies of any one or all of the owners specified herein shall be cumulative as to each and as to all other remedies permitted at law or equity.

13. Modification. The provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of RaceTrac and Associates and of each and every mortgagee under any mortgage covering all or any part of the Property and/or the Adjoining Property by declaration in writing, executed and acknowledged by all said owners or mortgagees, duly recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida.

14. No Dedication. Nothing herein contained shall be deemed to be a dedication of any portion of a tract to the general public or for the general public or for any public purposes whatsoever, it being the intention of Associates and RaceTrac that this Declaration shall be strictly limited to and for the purposes herein expressed.

15. Breach. No breach of this Declaration shall entitle any owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such owner, or any tenant, may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any first institutional mortgage or deed of trust, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

16. Notice. Any notice given pursuant to this Declaration shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, or if sent by courier service or overnight delivery, to the principal place of business of the party entitled to such notice, or to such other address as may be designated by like notice. All notices given pursuant to this Declaration shall be deemed given upon receipt. Communications, statements and payments shall be similarly addressed. Whenever any owner has the right of consent, said consent must be in writing and signed by the consenting owner to be effective.

17. No Partnership. Nothing herein shall be deemed or construed so as to create the relation of principal and agent, partnership, joint venture or of any association between the owners of the various tracts/parcels. The use of the neuter singular pronoun to refer to any owner or mortgagee shall be deemed a proper reference even though such owner or mortgagee shall be an individual, partnership, corporation or a group of two or more of any of the same. The necessary grammatical changes required to make the provisions of this Declaration apply in the plural tense where there is more than one as aforesaid and to either corporations, partnerships, individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

18. Joint Liability. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

19. Entire Agreement. This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

20. Rights of Third Parties. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

21. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Florida. In the event of any litigation concerning this Declaration, the parties agree that Lee County will be the proper venue for such proceeding(s).

16. Notice. Any notice given pursuant to this Declaration shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, or if sent by courier service or overnight delivery, to the principal place of business of the party entitled to such notice, or to such other address as may be designated by like notice. All notices given pursuant to this Declaration shall be deemed given upon receipt. Communications, statements and payments shall be similarly addressed. Whenever any owner has the right of consent, said consent must be in writing and signed by the consenting owner to be effective.

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IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed by their duly authorized officer as of the day and year first hereinabove set forth.

WITNESSES:

Name: MARIE PENEY

Name: Philip West

RACETRAC PETROLEUM, INC.
a Georgia corporation

By: Max Lenker
Name: Max Lenker
Title: President

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

WITNESSES:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership,
its general partner

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

By: _____
Elias Vassilaros
Executive Vice President

_____
Name:_____

_____
Name:_____

703 Waterford Way
Suite 800
Miami, Florida 33126-4677

STATE OF Georgia

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 17th day of Sept. 2009, by Max Lenker, as President of RaceTrac Petroleum, Inc., a Georgia corporation on behalf of said corporation. He is personally known to me.

Stephanie A. Wolfe
Name: Stephanie A. Wolfe
Notary Public, State of Georgia

My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires Aug. 5, 2011

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Elias Vassilaros, as Executive Vice President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of said corporation, on behalf of said partnership. He is personally known to me.

_____
Name:
Notary Public, State of Florida

My Commission Expires:

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

WITNESSES:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership,
its general partner

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

By: _____
W. Douglas Pitts
President

Rehana Nazir
Name: REHANA NAZIR

Vict L. Stosik
Name: Victor L. Stosik

703 Waterford Way
Suite 800
Miami, Florida 33126-4677

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16th day of September, 2009, by W. Douglas Pitts, as President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of said corporation, on behalf of said partnership. He is personally known to me.

Vict L. Stosik
Name: _____
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

EXHIBIT "A"

RULES AND REGULATIONS

1. All debris, trash and rubbish shall be maintained by RaceTrac in a dumpster or other governmentally approved container and placed within a fenced or other secure area, or behind shrubbery or (as Associates may reasonably determine) outside of the public's view.

2. RaceTrac shall keep all areas of the Property clean, orderly, sanitary, free of insects, vermin and other pests. RaceTrac shall use its best efforts to prevent objectionable odors from emanating outside the Property.

3. No person shall use any roadway, sidewalk, or walkway, as may from time to times exist, except as a means of egress or ingress to any floor area, loading area and automobile parking areas within Arborwood Village, or adjacent public streets. Such use shall be in an orderly manner, and in accordance with the directional and other signs or guides. Roadways shall not be used in a speed in excess of 20 miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers or products.

4. RaceTrac shall not use any automobile parking areas in Arborwood Village, except on the Property or for the parking of motor vehicles during the period of time such person or the occupants of such vehicles are customers, suppliers or business invitees of retail establishments within Arborwood Village. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking space.

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2009000260124, Doc Type EAS, Pages 6, Recorded 09/24/2009 at 10:44 AM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $52.50 Deputy Clerk WMILLER

(4) 10

SOUTHERN TITLE
2335 Beville Road
Daytona Beach, FL 32119

$52.50

Prepared By & Return To: Cm of 3087
VICTOR L. STOSIK, ESQ.
703 Waterford Way
Suite 800
Miami, FL 33126-4677

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made and entered into this 17th day of September, 2009 by and among DP-TA ASSOCIATES, LTD., a Florida limited partnership ("DP-TA"); RACETRAC PETROLEUM, INC., a Georgia corporation ("RaceTrac"); and ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., a Florida non-profit corporation ("the Association").

WITNESSETH:

WHEREAS, DP-TA is the owner of Lot 1 of Arborwood Village, according to the Plat thereof, as recorded under Instrument No. 2007000019463, of the Public Records of Lee County, Florida (the "DP-TA Property"); and

WHEREAS, RaceTrac is, as of the date hereof, the owner of Lot 2 of Arborwood Village II, according to the Plat thereof, as recorded under Instrument No. 2009000100646, of the Public Records of Lee County, Florida (the "RaceTrac Property"); and

WHEREAS, DP-TA is presently improving and developing, or will develop and improve, the DP-TA Property along with other lots in Arborwood Village and Arborwood Village II as an integrated community containing commercial/retail and/or residential uses by the name of Arborwood Village (collectively "Arborwood Village");and

WHEREAS, DP-TA is selling individual lots located in Arborwood Village to various buyers; and

WHEREAS, the Association is responsible to maintain and repair the water management and drainage system for Arborwood Village including any improvements or structures connected therewith once same are constructed; and

WHEREAS, the lots located in Arborwood Village are benefited by a separate non-excusive, permanent drainage easement with respect to certain stormwater facilities located on land currently owned by the Arborwood Community Development District, a special purposes unit of local government created and existing pursuant to Chapter 190, Florida Statutes, lying

directly north of Arborwood Village, which drainage easement is recorded under Instrument No. 2007000206132, of the Public Records of Lee County, Florida; and

WHEREAS, DP-TA desires to create and establish for the benefit of the RaceTrac Property a non-exclusive drainage easement over Lot 1 of ARBORWOOD VILLAGE (the "Easement Area"), which is currently owned by DP-TA.

NOW THEREFORE, the parties hereto intending to be legally bound, hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. DP-TA hereby establishes, grants, creates and conveys for the benefit of and in favor of RaceTrac and its successors, assigns, occupants, ground lessees, if any, mortgagees, if any, tenants, employees, agents, contractors, licensees, subtenants, customers and invitees, a non- exclusive, permanent easement for over, under and across the Easement Area for drainage.

3. The Association shall be responsible for the cost of maintaining and repairing any drainage pipes or other drainage structures installed or constructed in the Easement Area pursuant to that certain Declaration of Conditions, Easements and Restrictions of Arborwood Village, dated January 3, 2007 and recorded January 18, 2007 under Instrument No. 2007000019463, of the Public Records of Lee County, Florida. Nothing contained herein shall be construed as amending, modifying, terminating or superceding any provisions of said Declaration.

4. It is expressly understood by RaceTrac that the location of the Easement Area is subject to relocation by either DP-TA or the future owner(s) of the DP-TA Property. DP-TA or the future owner(s) of the DP-TA Property shall have the right, at its own expense, to relocate the Easement Area from time to time to accommodate the development of the DP-TA Property. Any such relocation shall not adversely and materially interrupt Racetrac's drainage service or affect the drainage outfall connection point between the DP-TA Property and the RaceTrac Property.

5. The relocation of the Easement Area pursuant to Paragraph 4 hereof shall be effective upon DP-TA or the future owner(s) by the DP-TA Property delivery at least thirty (30) days prior written notice to RaceTrac, and recording a Notice of Easement Relocation (the "Notice") in the Public Records of Lee County, Florida. No consent to, or joinder in, the Notice is requested by RaceTrac and no other formal Notice is required to be given to RaceTrac to effect the relocation of the said drainage easement.

6. In its use of the Easement Area, the owner of a lot or tract in Arborwood Village shall not materially adversely interfere with or obstruct the use and enjoyment of the Easement Area by any other owner, its tenants, subtenants, licensees or invitees.

7. The easement and the rights created, granted and established in this Agreement do not, are not intended to and shall not be construed to, create any easement, rights or privileges in and for the benefit of the general public.

8. The easement herein created by this Agreement shall be perpetual in duration and the benefit of the easement shall run with and be appurtenant to the Racetrac Property and shall benefit its successors, successors in title, and assigns.

9. In any action brought to enforce or contest any provision of this Agreement, or to obtain a declaration of the rights or responsibilities of any party hereunder, the prevailing party shall be entitled to recover all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by such party in connection with such action at all levels of litigation.

10. If any clause, sentence or provision of this Agreement shall become or be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. No provision of this Agreement may be revised except by written instrument signed by the party to be charged with such waiver.

12. This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, DP-TA, RaceTrac and the Association have hereto set their respective hands and seals on the day and year first above written.

WITNESSES:

DP-TA ASSOCIATES, LTD., a Florida limited partnership

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

By: W. Douglas Pitts
President

Name: REHANA NAZIR

Name: Victor L. Stosik

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16th day of September, 2009, by W. Douglas Pitts, as President of Newcaster Devcorp, Inc., a Florida corporation, the general partner of DP-TA Associates, Ltd., a Florida limited partnership, on behalf of the corporation, on behalf of the limited partnership. He is personally known to me.

Name:
Notary Public, State of Florida

My Commission Expires:

VICTOR L. STOSIK
MY COMMISSION # DD 477777
EXPIRES: February 3, 2010
Bonded Thru Notary Public Underwriters

A:\DP-TA-RACETRAC-DRAINAGE EASEMENT AGREEMENT-9-15-09 RDL V1.doc

WITNESSES:

Name: Philip West

Name: MARIE ABNEY

RACETRAC PETROLEUM, INC. a Georgia corporation

By: _____
Name: Max Lenker
Title: President

STATE OF Georgia)
)
COUNTY OF COBB)

The foregoing instrument was acknowledged before me this 17th day of Sept., 2009, by Max Lenker, as President of RaceTrac Petroleum, Inc., a Georgia corporation, on behalf of the corporation. He is personally known to me.

Name: _____
Notary Public, State of Georgia

My Commission Expires: Notary Public, Cobb County, Georgia
My Commission Expires Aug. 5, 2011

WITNESSES:

ARBORWOOD VILLAGE COMMERCIAL PROPERTY ASSOCIATION, INC., a Florida non-profit corporation

Rehana Nazir
Name: REHANA NAZIR

By: Victor L. Stosik
Victor L. Stosik
Vice President

Charmaine Barnaby
Name: Charmaine Barnaby

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16TH day of September, 2009, by Victor L. Stosik, as Vice President of Arborwood Village Commercial Property Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me.

Name: Rehana Nazir
Notary Public, State of Florida

My Commission Expires:

Notary Public State of Florida
Rehana Nazir
My Commission DD767780
Expires 05/10/2012

A:\DP-TA-RACETRAC-DRAINAGE EASEMENT AGREEMENT-9-15-09 RDL V1.doc

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR # 2012000030588, Doc Type NOT, Pages 3, Recorded 02/10/2012 at 03:22 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ERECORD

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Notice of Environmental Resource Or Surface Water Management Permit

Document Prepared By:
South Florida Water Management District

Return Recorded Document To:

Regulation Division

South Florida Water Management District

3301 Gun Club Road

West Palm Beach, FL 33406

RE: Permit No.: 36-04678-P (02)

Grantee: Arborwood Village

Parcel ID: 23452506000000010, 23452506000000070, 3452506000000050

County: Lee

Notice
The SFWMD hereby gives notice that Environmental Resource or Surface Water Management Permit No. 36-04678-P (02) has been issued to authorize the construction or modification of a surface water management system to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statute and Rule 40E, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the surface water management system (or any portion thereof), the permittee must notify the SFWMD in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the surface water management system (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work or works, or any combination thereof, including dredging or filling, without first having obtained an environmental resource permit from the SFWMD in the purchaser's name.

Within thirty (30) days of the completion of construction of the surface water management system, a signed and sealed construction completion certification must be submitted to SFMWD pursuant to the requirements of Rule 40E-4.361, Florida Administrative Code.

This notice is applicable to property containing the structural surface water management facilities. For purposes of this notice only, the structural surface water management facilities are limited to lakes, canals, swales, ditches, berms, dry detention areas, water control structures, pumps, culverts, inlets, roads, and wetlands mitigation areas, buffers and upland compensation areas.

Conditions
The Permit is subject to the General Conditions set forth in Rule 40E-4.381, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit
This Notice of Permit is not a complete summary of the Permit. Provisions in the Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the permit shall control.

This Notice is Not an Encumbrance
This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release
This Notice may not be released or removed from the public records without the prior written consent of the South Florida Water Management District.

This Notice of Permit is executed on this 26th ay of January, 2012

South Florida Water Management District

Deputy District Clerk

South Florida Water Management District contact: Environmental Resource Compliance (ERC), Bureau Chief.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day January, 2012 by **Elizabeth Veguilla**, as Deputy Clerk of the South Florida Water Management District a public corporation, on behalf of the public corporation. He/She is personally known to me or has produced _____ as identification.

(seal)

BETH A. COLAVECCHIO
MY COMMISSION EXPIRES
November 9, 2012
#DD 835666
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Beth A. Colavecchio
Print

My Commission Expires: Nov 9, 2012

070907-16

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THAT PROPERTY DESCRIBED IN O.R. BOOK 4846 AT PAGE 4111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.01°01'45"E., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 AND ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R. BOOK 4846 AT PAGE 4111, FOR A DISTANCE OF 1,304.47 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.88°58'15"E., ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R BOOK 4846 AT PAGE 4111, FOR A DISTANCE OF 273.33 FEET; THENCE RUN S.01°01'45"E., ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R BOOK 4846 AT PAGE 4111, FOR A DISTANCE OF 358.35 FEET; THENCE RUN N.89°26'26"E., ALONG THE BOUNDARY OF SAID PROPERTY DESCRIBED IN O.R BOOK 4846 AT PAGE 4111 AND ALONG THE BOUNDARY OF THAT PROPERTY DESCRIBED IN O.R. BOOK 4846 AT PAGE 4113 OF LEE COUNTY, FLORIDA, FOR A DISTANCE OF 694.93 FEET; THENCE RUN N.29°25'05"E., FOR A DISTANCE OF 29.59 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 38°55'18", SUBTENDED BY A CHORD OF 153.25 FEET AT A BEARING OF N.09°57'26"E., FOR A DISTANCE OF 156.24 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 158.00 FEET, THROUGH A CENTRAL ANGLE OF 71°02'16", SUBTENDED BY A CHORD OF 183.59 FEET AT A BEARING OF N.26°00'55"E., FOR A DISTANCE OF 195.90 FEET TO A POINT OF COMPOUND CURVE, CONCAVE SOUTHERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 193.87 FEET, THROUGH A CENTRAL ANGLE OF 07°02'11", SUBTENDED BY A CHORD OF 23.77 FEET AT A BEARING OF N.65°03'08"E., FOR A DISTANCE OF 23.78 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 81°29'21", SUBTENDED BY A CHORD OF 45.69 FEET AT A BEARING OF N.27°49'33"E., FOR A DISTANCE OF 49.78 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 4708 AT PAGE 2150 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.12°55'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 22.11 FEET; THENCE RUN S.03°04'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 10.20 FEET; THENCE RUN S.12°40'04"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 86.29 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS S.21°18'56"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 55°45'57", SUBTENDED BY A CHORD OF 28.08 FEET AT A BEARING OF S.40°48'08"E., FOR A DISTANCE OF 29.20 FEET TO THE END OF SAID CURVE; THENCE RUN S.12°55'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 183.90 FEET; THENCE RUN S.00°18'07"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE, FOR A DISTANCE OF 54.24 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.79°17'34"W., A DISTANCE OF 1,137.50 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,137.50 FEET, THROUGH A CENTRAL ANGLE OF 09°41'01", SUBTENDED BY A CHORD OF 192.02 FEET AT A BEARING OF S.05°51'55"E., FOR A DISTANCE OF 192.25 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 3787, AT PAGE 3861; THENCE RUN S.01°01'24"E., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 3787, AT PAGE 3861, FOR A DISTANCE OF 609.18 FEET; THENCE RUN S.44°13'46"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID TREELINE AVENUE AS DESCRIBED IN O.R. BOOK 3787, AT PAGE 3861, FOR A DISTANCE OF 140.07 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DANIELS ROAD, HAVING A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN S.89°26'26"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DANIELS ROAD, FOR A DISTANCE OF 721.62 FEET; THENCE RUN N.00°36'43"W., FOR A DISTANCE OF 123.32 FEET; THENCE RUN N.66°55'51"W., FOR A DISTANCE OF 22.20 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS S.76°09'25"W., A DISTANCE OF 121.12 FEET THEREFROM, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADUS OF 121.12 FEET, THROUGH A CENTRAL ANGLE OF 33°20'29", SUBTENDED BY A CHORD OF 69.49 FEET, AT A BEARING OF N.30°30'49"W., FOR A DISTANCE OF 70.48 FEET TO THE END OF SAID CURVE; THENCE RUN S.44°15'52"W., FOR A DISTANCE OF 18.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.44°15'53"W. A DISTANCE OF 114.33 FEET THEREFROM, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 114.33 FEET, THROUGH A CENTRAL ANGLE OF 21°49'28", SUBTENDED BY A CHORD OF 43.29 FEET, AT A BEARING OF N.56°38'51"W., FOR A DISTANCE OF 43.55 FEET TO THE END OF SAID CURVE; THENCE RUN N.22°26'25"E., FOR A DISTANCE OF 18.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY WHOSE RADIUS POINT BEARS S.21°59'32"W., FOR A DISTANCE OF 198.08 FEET THEREFROM, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 198.08 FEET, THROUGH A CENTRAL ANGLE OF 09°27'37", SUBTENDED BY A CHORD OF 32.67 FEET, AT A BEARING OF N.72°44'17"W., FOR A DISTANCE OF 32.71 FEET TO THE END OF SAID CURVE, THENCE RUN N.77°10'03"W., FOR A DISTANCE OF 263.86 FEET; THENCE RUN N.66°55'51"W., FOR A DISTANCE OF 32.27 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE RUN N.01°01'45"W., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, FOR A DISTANCE OF 933.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING 26.193 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23 BEING S.01°01'45"E.

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000231476, Doc Type AGR, Pages 29, Recorded 10/7/2019 at 10:20 AM, Deputy Clerk ADOSS ERECORD
Rec Fees: $248.00

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
John M .Catalano, Esq.
SIEGFRIED RIVERA
201 Alhambra Circle, 11th Floor
Coral Gables, Florida 33134
Phone: (305) 442-3334

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this 3rd day of October, 2019, by **DP-TA ASSOCIATES, LTD.,** a Florida limited partnership, having an address at 703 Waterford Way, Suite 800, Miami, Florida 33131-4677 ("**Grantor**") and **FMFL HOTEL PARTNERS, LLC,** a Missouri limited liability company having an address at ("**Grantee**").

W I T N E S S E T H:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Lee County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Grantor Lot**");

WHEREAS, Grantee is the owner in fee simple of certain real property located in Lee County, Florida, more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "**Grantee Lot**"). (The Grantor Lot and the Grantee Lot may hereinafter be referred to collectively as the "**Lots.**"); and

WHEREAS, Grantor has agreed to grant to Grantee an easement over a portion of the Grantor Lot on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises as well as the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

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

2. Grantor hereby grants to Grantee, for the use and benefit of the Grantee Lot during the term of this Agreement, a non-exclusive easement on, over, through and across the Grantor Lot as more particularly described and depicted on **Exhibit "C"** attached hereto and made a part hereof (the "**Access Easement**"), for the sole purposes of:

a. Construction, maintenance, repair and replacement by Grantee of a "Driveway" and "Driveway Improvements" as more particularly described in that Developer Agreement dated October 3, 2019, made by and between DAP and Grantee, as the same may be

amended from time to time (the "**Developer Agreement**"), a copy of which is attached hereto as **Exhibit "D"**;

b. Vehicular and pedestrian traffic to and from the Grantee Lot, with full right to use the paved roadways and walkways located within the Access Easement for ingress and egress to and from the Grantee Lot, by Grantee and its officers, agents, employees, tenants, customers, guests, contractors and invitees (collectively "**Grantee Parties**"); provided however, that no Grantee Parties shall be permitted to utilize the Access Easement for the purpose of this subparagraph until such time as the Roadway Improvements have been "Completed" (as such term is defined in the Developer Agreement);

c. Construction, maintenance, repair and replacement by Grantee of utilities installed on, across or under the Access Easement servicing the Grantee Lot (the "**Easement Utilities**"). Grantee acknowledges and agrees that Grantor or its successors and/or assigns may, from time to time, connect to such Utilities, at the cost of Grantor or its applicable successor(s) and/or assigns(s); and

d. Grantee covenants and agrees, on behalf of itself and its officers, agents, employees, tenants, customers, guests, contractors and invitees, that following completion of the Roadway Improvements, and except during any temporary periods necessary to maintenance, repair or replace the Roadway Improvements, that it will not construct or maintain any barrier, fence or structure which would eliminate or materially adversely affect the use of the Access Easement by Grantor or any other person or entity for ingress and egress of vehicular and pedestrian traffic over and across the Access Easement or as relates to the installation and/or use of any Easement Utilities.

3. Grantee's use of the Access Easement shall be subject to the reasonable rules and regulations promulgated from time to time by Grantor and/or any association governing the use of the Lots and applicable to the use of the roadways by the occupants of the improvements located on the Lots, and their customers, guests and invitees.

4. Grantee shall be responsible for all costs and expenses incurred in connection with the construction, operation, repair, maintenance and replacement (as necessary) of the Driveway Improvements within the Access Easement. On such date that Grantor, its successors and/or assigns (collectively, a "**Grantor Party**"), utilizes the Access Easement then, commencing only upon such later date that Grantor Party (i) obtains a temporary certificate of occupancy for such Grantor Party's use, and (ii) opens for business, all costs associated with the operation, maintenance and repair of the Access Easement shall be allocated on a prorated basis, between (or among) Grantee and the applicable Grantor Party (or "**Grantor Parties**" when more than one), based on the percentage that the acreage of the lot of the applicable party bears to the total acreage of the lots of all owners utilizing the Access Easement (e.g., for purposes of illustration only, if Grantee's Lot contains 2.60 acres and the acreage of the lots of only those Grantor Parties utilizing the Access Easement totals 5.40 acres, then the Grantee would be responsible for 32.5% of the Access Easement costs, and the Grantor Parties would be responsible for 67.5% of the Access Easement costs; for the avoidance of doubt, the acreage of a lot of any Grantor Party that does not utilize the Access Easement shall not be included in the foregoing calculation); provided that Grantee shall coordinate and perform any such repair, maintenance and/or replacement to the Driveway Improvements in a commercially reasonable manner.

5. During the performance of any construction, maintenance, repair or replacement of the Roadway Improvements by Grantee, Grantee shall maintain and/or cause its contractors to maintain, insurance, in such minimum amounts, and pursuant to the terms and conditions as set forth in the Developer Agreement.

6. The term of this Agreement shall commence on the date hereof. This Agreement, including the easements granted hereunder, shall be a covenant running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7. To the fullest extent permitted by law, Grantee shall defend, indemnify, save and hold Grantor Parties, their officers, directors, shareholders, employees, agents and invitees harmless from and against any and all claims, lawsuits, demands, damages, losses, causes of action, actions, penalties, liens, fines, costs and expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses) arising in any manner whatsoever in connection with Grantee's and its employees', agents' and contractors' use of the Access Easement as set forth herein.

8. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Rights described herein, it being the intent of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed. No easements, except that expressly set forth herein, shall be implied by this Agreement.

9. If Grantee breaches its maintenance or other obligations under this Agreement (a "**Grantee Breach**"), then Grantee shall not be deemed to be in default of its obligations under this Agreement until Grantor has given Grantee written notice of the Grantee Breach, in which event Grantee shall have thirty (30) days after delivery of such notice to commence performance of its obligations and to cure the same, provided, however, that if such Grantee Breach is not reasonably capable of being cured within such 30-day period, then Grantee shall have an additional period of time as may be reasonably required to cure the same so long as Grantee commences to cure within such 30-day period and continuously and diligently pursues same, but not later than sixty (60) days from the delivery of the first notice of the Grantee Breach to Grantee. If Grantee fails to timely commence performance of its obligations and cure such Grantee Breach as provided above, then any Grantor Party, may, but shall not be obligated to, commence and perform such obligations for and on behalf of Grantee, in which event all of the reasonable costs and expenses incurred by the Grantor Party in curing Grantee's, its successors or assigns, default shall be paid by Grantee to such Grantor Party within (15) days after Grantee's receipt of written evidence confirming payment of such expenses. Notwithstanding the foregoing, in the event of an emergency that may cause or has caused imminent bodily injury or property damage within the Access Easement which arises as a result of a Grantee Breach, a Grantor Party may attempt to cure a Grantee Breach upon reasonable prior notice and failure of Grantee to promptly commence and cure such Grantee Breach, in which event the reasonable costs and expenses incurred by or on behalf of Grantor Party shall be paid by Grantee within thirty (30) days after Grantee's receipt of written evidence of Grantor Party's payment of such expenses.

10. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

11. Each party hereto represents and warrants to the other that (i) it has full right and authority to enter into this Agreement, (ii) the execution, delivery and performance of this Agreement will not violate or result in any breach of any agreement, indenture, mortgage, lease, or other instrument to which it is a party or by which it is bound, and (iii) all consents required by any third parties with respect to this Agreement have been duly obtained.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement represents the entire understanding of the parties regarding the subject matter hereof, and supersedes any and all prior agreement between the parties with respect to the subject matter hereof. The terms and provisions of this Agreement cannot be modified or amended orally or by course of conduct or dealing or in any manner except in a writing that is signed by the party against whom enforcement is sought.

13. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF OR UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

14. This Agreement shall be construed in accordance with the laws of the State of Florida, and any suit, action, or proceeding arising out of or relating to this Agreement may be commenced and maintained in any court of competent subject matter jurisdiction in Lee County, Florida, and each party waives objection to such jurisdiction and venue. In any suit, action or proceeding arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and disbursements, including fees and disbursements on one or more appeals. All notices required or allowed hereunder shall be in writing and shall be deemed given (i) upon hand delivery, (ii) upon delivery by a nationally-recognized overnight courier, or (ii) three days after deposit in the United States certified mail, return receipt requested, first class postage and registration fees prepaid and correctly addressed to the party for whom intended at their address written in the first paragraph of this Agreement, or such other address as is most recently noticed for such party in the aforesaid manner.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed, Sealed and Delivered
in the presence of:

Print Name: Maria Obregon

Print Name: Rehana Nazir

GRANTOR:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership

By: Newcaster Devcorp, Inc.,
a Florida corporation
Its General Partner

By: _____
Elias Vassilaros
Executive Vice-President

Date: 9/30/19

GRANTEE:

FMFL HOTEL PARTNERS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Date: _____

Print Name: _____

Print Name: _____

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed, Sealed and Delivered
in the presence of:

_____
Print Name: _____

_____
Print Name: _____

GRANTOR:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership

By: Newcaster Devcorp, Inc.,
a Florida corporation
Its General Partner

By: _____
Elias Vassilaros
Executive Vice-President

Date: _____

Print Name: David McDermott

Print Name: Darren Hamilton

GRANTEE:

FMFL HOTEL PARTNERS, LLC,
a Florida limited liability company

By: _____
Name: Tim O'Reilly
Title: Manager

Date: 10/3/19

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF FLORIDA)
)SS:
COUNTY OF Miami Dade)

The foregoing Easement Agreement was acknowledged before me this 30 day of Sept _____, 2019, by **Elias Vassilaros** as Executive Vice-President of Newcaster Devcorp, Inc., a Florida limited liability company, the general partner of **DP-TA ASSOCIATES, LTD.**, a Florida limited partnership, on behalf of the limited partnership, He is personally known to me or has produced a driver's license # N/A as identification.

REHANA NAZIR
MY COMMISSION # FF 973349
EXPIRES: May 10, 2020
Bonded Thru Notary Public Underwriters

Rehana Nazir
Notary Public, State of Florida
Print Name: Rehana Nazir
Serial No. (if any)_____

My Commission Expires:

STATE OF _____)
)SS:
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this ___ day of _____ _____, 20___, by _____ as _____ of **FMFL HOTEL PARTNERS, LLC,** a Florida limited liability company, on behalf of the company, He is personally known to me or has produced a driver's license # _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____ ___
Serial No. (if any)_____

My Commission Expires:

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this ___ day of _____ _____, 20___, by **Elias Vassilaros** as Executive Vice-President of Newcaster Devcorp, Inc., a Florida limited liability company, the general partner of **DP-TA ASSOCIATES, LTD.**, a Florida limited partnership, on behalf of the limited partnership, He is personally known to me or has produced a driver's license # _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____ ___
Serial No. (if any)_____

My Commission Expires:

STATE OF Missouri)
)SS:
COUNTY OF Greene)

The foregoing Easement Agreement was acknowledged before me this 3 day of October _____, 2019, by Tim O'Reilly as Manager of **FMFL HOTEL PARTNERS, LLC,** a Florida limited liability company, on behalf of the company, He is personally known to me or has produced a driver's license # Personally Known as identification.

KRISTIN RENEE MARQUESS
Notary Public, Notary Seal
State of Missouri
Greene County
Commission # 17144114
My Commission Expires 03-28-2021

Kristin Renee Marquess
Notary Public, State of ~~Florida~~ Missouri
Print Name: Kristin Renee Marquess
Serial No. (if any)_____

My Commission Expires: 3/28/21

EXHIBIT "A"
LEGAL DESCRIPTION OF Grantor LOT

LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 AND AS MODIFIED BY AFFIDAVIT FILED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS AND EXCEPT

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 AND AS MODIFIED BY AFFIDAVIT FILED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING THE BEGINNING OF A NON–TANGENTIAL CIRCULAR CURVE; THENCE ALONG THE FOLLOWING FOUR COURSES ALONG THE BOUNDARY OF SAID LOT 1;
1) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 198.08 FEET, AT A BEARING OF S15°29'13"W THEREFROM, THROUGH A CENTRAL ANGLE OF 02°57'18" AND BEING SUBTENDED BY A CHORD OF 10.21 FEET AT A BEARING OF N75°59'26"W, FOR AN ARC LENGTH OF 10.22 FEET; 2) THENCE RUN N77°10'03"W FOR A DISTANCE OF 263.86 FEET; 3) THENCE RUN N66°55'51"W FOR A DISTANCE OF 32.27 FEET; 4) THENCE RUN N01°01'45"W FOR A DISTANCE OF 344.23 FEET; THENCE LEAVING THE BOUNDARY OF SAID LOT 1 RUN N88°58'15"E FOR A DISTANCE OF 286.35 FEET; THENCE RUN S01°01'45"E FOR A DISTANCE OF 244.13 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 39°08'25" AND BEING SUBTENDED BY A CHORD OF 80.39 FEET AT A BEARING OF S20°35'57"E, FOR AN ARC LENGTH OF 81.98 FEET; THENCE RUN S40°10'10"E FOR A DISTANCE OF 23.16 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE THE SAME BEING A POINT ON THE BOUNDARY OF SAID LOT 1, AS MODIFIED BY AFFIDAVIT FILED AND RECORDED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE REMAINING COURSES ALONG THE BOUNDARY OF SAID MODIFIED LOT 1: THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 80°59'56" AND BEING SUBTENDED BY A CHORD OF 38.97 FEET AT A BEARING OF S00°19'48"W, FOR AN ARC LENGTH OF 42.41 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 208.00 FEET, THROUGH A CENTRAL ANGLE OF 15°30'34" AND BEING SUBTENDED BY A CHORD OF 56.13 FEET AT A BEARING OF S33°04'29"W, FOR AN ARC LENGTH OF 56.30 FEET TO THE POINT OF BEGINNING. CONTAINING 114,417.73 SQUARE FEET OR 2.6 ACRES, MORE OR LESS.

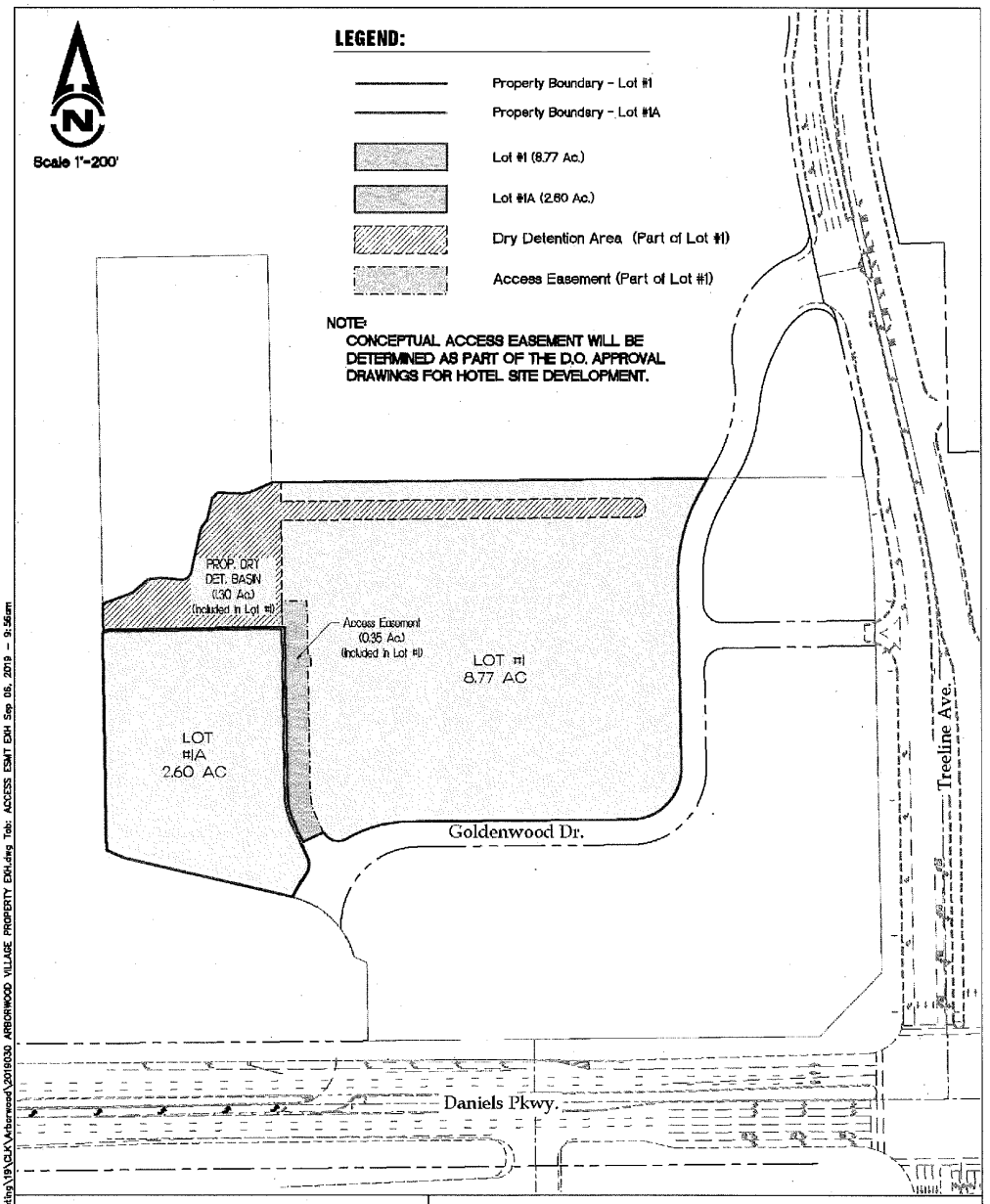
EXHIBIT "B"
LEGAL DESCRIPTION OF Grantee LOT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 AND AS MODIFIED BY AFFIDAVIT FILED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG THE FOLLOWING FOUR COURSES ALONG THE BOUNDARY OF SAID LOT 1;
1) THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 198.08 FEET, AT A BEARING OF S15°29'13"W THEREFROM, THROUGH A CENTRAL ANGLE OF 02°57'18" AND BEING SUBTENDED BY A CHORD OF 10.21 FEET AT A BEARING OF N75°59'26"W, FOR AN ARC LENGTH OF 10.22 FEET; 2) THENCE RUN N77°10'03"W FOR A DISTANCE OF 263.86 FEET; 3) THENCE RUN N66°55'51"W FOR A DISTANCE OF 32.27 FEET; 4) THENCE RUN N01°01'45"W FOR A DISTANCE OF 344.23 FEET; THENCE LEAVING THE BOUNDARY OF SAID LOT 1 RUN N88°58'15"E FOR A DISTANCE OF 286.35 FEET; THENCE RUN S01°01'45"E FOR A DISTANCE OF 244.13 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 39°08'25" AND BEING SUBTENDED BY A CHORD OF 80.39 FEET AT A BEARING OF S20°35'57"E, FOR AN ARC LENGTH OF 81.98 FEET; THENCE RUN S40°10'10"E FOR A DISTANCE OF 23.16 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE THE SAME BEING A POINT ON THE BOUNDARY OF SAID LOT 1, AS MODIFIED BY AFFIDAVIT FILED AND RECORDED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE REMAINING COURSES ALONG THE BOUNDARY OF SAID MODIFIED LOT 1: THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 80°59'56" AND BEING SUBTENDED BY A CHORD OF 38.97 FEET AT A BEARING OF S00°19'48"W, FOR AN ARC LENGTH OF 42.41 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 208.00 FEET, THROUGH A CENTRAL ANGLE OF 15°30'34" AND BEING SUBTENDED BY A CHORD OF 56.13 FEET AT A BEARING OF S33°04'29"W, FOR AN ARC LENGTH OF 56.30 FEET TO THE POINT OF BEGINNING. CONTAINING 114,417.73 SQUARE FEET OR 2.6 ACRES, MORE OR LESS.

EXHIBIT "C"
ACCESS EASEMENT



HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone : (239) 985-1200
Florida Certificate of Authorization No.1772

ARBORWOOD VILLAGE
LEE COUNTY, FLORIDA
CONCEPTUAL ACCESS EASEMENT

DATE:	JOB No.	SHEET No.
9/5/19	2019.030	2 of 2

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EXHIBIT "D"
COPY OF DEVELOPER AGREEMENT

[attached]

DEVELOPER AGREEMENT

This Developer Agreement (this "**Agreement**") is made as of the 3rd day of October 2019, by and between **DP-TA ASSOCIATES, LTD.,** a Florida limited partnership ("**Seller**") and **FMFL HOTEL PARTNERS, LLC,** a Missouri limited liability company ("**Buyer**").

W I T N E S S E T H:

WHEREAS, Seller and Buyer's predecessor-in-interest executed an Agreement for Purchase and Sale dated November 5, 2018, as amended by that First Amendment dated March 4, 2019, Second Amendment dated April 9, 2019, Third Amendment dated July 2, 2019, and Reinstatement Agreement and Fourth Amendment dated September 3, 2019 (collectively, the "**Purchase Agreement**"), wherein Seller agreed to sell and Buyer agreed to purchase the Land as identified in the Agreement, subject to the terms and conditions set forth therein;

WHEREAS, Seller is the owner of real property located in Lee County, Florida, as described on **Exhibit "A"** attached hereto and made a part hereof (the "**Property**");

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, and Buyer has agreed to purchase a portion of the Property more particularly described as the "Land" in the Purchase Agreement (the "**Land**", also sometimes referred to herein as "**Lot #1A**").

WHEREAS, pursuant to the Purchase Agreement, Buyer and Seller shall execute a detailed developer agreement pertaining to the construction and maintenance by Buyer of a Roadway (hereinafter defined), as more particularly described in the Purchase Agreement; and

WHEREAS, Seller and Buyer desire to enter into this Agreement for the purpose of establishing the developer agreement pertaining to the Roadway.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as set forth in full.

2. **Site Plan; Replat.** Buyer, at Buyer's sole cost and expense, shall be responsible for obtaining a site development order ("**Development Order**") from Lee County, Florida approving a site plan and allowing Buyer to construct and operate a hotel on Lot #1A, as more particularly described in Section 5 of the Purchase Agreement (the "**Final Site Plan**"). At least fifteen (15) days prior to submission of the Final Site Plan, Buyer shall submit the same to Seller for Seller's approval of the Roadway Improvements depicted thereon, which approval shall not be unreasonably withheld or delayed. Seller shall evidence its approval of the Final Site Plan by initialing the Final Site Plan, which shall serve as the Final Site Plan for all purposes related to this Agreement. Seller's approval of the Final Site Plan shall not be deemed a certification, express or implied, of the accuracy or legality of the Final Site Plan or any improvements shown thereon, or the sufficiency of the proposed Roadway Improvements for Buyer's use. In addition, Buyer shall, at its sole cost and expense, including all costs and fees, replat the Property into two (2) separate lots (the "**Replat**"), namely, one lot to consist of Lot #1A, and one lot to consist of the balance of the Property (i.e., Lot #1), as generally shown on that subdivision exhibit plan attached as **Exhibit "B"** hereto and made a part hereof (the "**Subdivision Plan**") Seller agrees to timely review and execute such documentation reasonably necessary in connection with the Replat. Buyer agrees to engage Hole Montes, Inc., as the engineering company with Charlie Krebs, P.E. as project engineer, to prepare and process the Replat in Lee County.

3. **Roadway Construction.** Buyer shall design and construct a two-lane roadway, at Buyer's cost and expense (the "**Roadway**"), within the area marked as 'Access Easement' located on Lot #1, as depicted on the 'Conceptual Access Easement' plan attached as **Exhibit "C"** hereto and made a part hereof (the "**Access Easement**"). The Roadway shall be graded, leveled and paved with concrete or asphalt, clearly marked with painted lines, and repainted as required by the Plans (hereinafter defined). Buyer shall provide water drainage in accordance with applicable permits and laws for such Roadway. The sidewalks, driveways, and roadways constructed by Buyer within the Access Easement shall be in compliance with the ADA, as defined below, and all other applicable laws, laws, including without limitation, as may be mandated by Lee County, Florida.

4. **Additional Improvements; Utility Installation.** In conjunction with the construction of the Roadway, Buyer shall construct and install within the Access Easement, such sidewalks, curbing, curb-cuts, gutters, drains, and water and sewer improvements, street lighting, as more particularly depicted on the 'Conceptual Utility Plan' attached as **Exhibit "D"** hereto and made a part hereof (the "**Utility Plan**"), together with any signage and/or other improvements as may be required by applicable governmental authorities, including without limitation, Lee County. The work described in Section 2 and this Section 3 is collectively referred to herein as the "**Roadway Improvements**").

5. **Licenses, Permits and Approvals.** Notwithstanding the foregoing, Buyer at its expense shall obtain all licenses, permits and approvals required for applicable governmental authorities to construct the Roadway Improvements (collectively, "**Permits**"). The failure of Buyer to obtain any such Permits shall not give rise to a right of Buyer to extend any time period herein. Buyer shall be solely responsible for such engineering, architectural, legal, surveying, planning and other professional consultant fees, permitting fees, deposits, bonds and other costs necessary to obtain the Permits. The parties shall reasonably cooperate with each other with respect to the applications for and pursuit of such Permits.

6. **Termination of Purchase Agreement.** In the event that the Purchase Agreement is terminated, the provisions of this Agreement shall immediately terminate.

7. **Seller's Property; Copies of Contracts.** Once constructed and installed, all Roadway Improvements located on Lot #1 shall be deemed the property of Seller, and the same shall be conveyed by Buyer to Seller pursuant to a bill of sale executed and delivery by Buyer. In addition, Buyer shall deliver to Seller true and correct copies of all of the contracts, subcontracts, agreements, utility agreements, indemnities, service agreements, management agreements, warranties, drawings, plans, specifications and purchase orders, which have heretofore been or will hereafter be executed by or on behalf of Buyer, if any, in connection with the construction of the Roadway Improvements.

8. **Access Easement.** Simultaneously upon the closing of the sale of Lot #1A to Buyer, Seller shall convey to Buyer a non-exclusive easement over the Access Area in form and substance attached hereto as **Exhibit "E"** for the purposes of (i) construction of the Roadway Improvements, (ii) ingress and egress to and from Lot #A over and across the paved portions of the Access Easement, (iii) repair and maintenance of the Roadway Improvements, including without limitation, such underground or in-ground pipes, lines or related apparatus installed by Buyer.

9. **Construction.** Buyer shall retain a reputable general contractor and other qualified professionals to construct all of the Roadway Improvements. The general contractor and all the subcontractors are and shall be fully licensed by the appropriate governmental authorities to perform the work and otherwise fulfill their obligations pursuant to this Agreement.

a. Buyer's construction plans and specifications, to the extent not already approved pursuant to this Agreement, shall be subject to approval by Seller, initialed by the parties and considered a

part of this Agreement. Seller shall comment on or approve Buyer's construction plans and specifications within fifteen (15) days of receipt of the proposed plans and specifications, or such proposed plans and specifications shall be deemed to have been approved by Seller. Such approved plans are referred to in this Agreement as the "**Plans**."

b. Notwithstanding Seller's approval of the Plans as described above, it is Buyer's sole obligation and responsibility under this Agreement to insure that the design and construction of Roadway Improvements complies in all respects with applicable law, including, but not limited to, the Americans with Disabilities Act ("**ADA**") (and all regulations promulgated under the ADA), together with any other federal, state or local statutes, codes or regulations relating to the accessibility of the Roadway Improvements to physically disabled persons. Buyer agrees to defend, hold harmless, and indemnify Seller for any and all losses incurred by Seller in the event Buyer breaches this obligation with regard to any claim related to ADA matters that is filed with a court or agency of appropriate jurisdiction related to any Roadway Improvements constructed by Buyer. Upon completion of the Roadway Improvements, Buyer shall provide Seller with a written certification prepared by an expert acceptable to Seller that the Roadway Improvements comply with the applicable governmental requirements of Lee County, Florida, and applicable ADA requirements.

c. All materials used in the construction of the Roadway Improvements shall be new and of the quality called for under the Plans, and all workmanship and construction shall be good and workmanlike in all respects.

d. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims and demands arising out of such access, and/or the performance of any work within the Access Easement by or on behalf of Buyer, its contractors, subcontractors, employees, agents or tenants, including without limitation all claims, demands, injuries, damages or actions arising therefrom, unless such claims or demands are due to the negligence or intentional acts or omissions of Buyer, its agents, employees or contractors.

e. Buyer shall maintain, or cause to be maintained, the following insurance in connection with construction of the Roadway Improvements:

(i) **Buyer's Insurance**. Buyer shall provide, or cause its general contractor to provide, the following insurance coverages at all times during construction of the Roadway Improvements, and shall furnish a certificate of insurance to Seller evidencing:

(1) Worker's Compensation insurance coverage in accordance with Florida statutory requirements.

(2) Employers' Liability insurance coverage with limits of $500,000 for bodily injury by accident per accident/$500,000 for bodily injury by disease per employee/$500,000 for bodily injury by disease policy limit.

(3) Commercial general liability insurance coverage with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement

(4) Pollution Liability Insurance Coverage.

(5) Business Auto Liability including hired and non-owned auto coverage with minimum limits of $1,000,000 combined single limit.

(6) Builder's risk insurance during any period of construction of the Roadway Improvements upon the Retail Parcel insuring such Roadway Improvements on a progressively insured basis for not less than 100% of the replacement cost.

(8) The certificate shall provide that Seller will be given at least thirty (30) days prior written notice of cancellation of the policy.

(9) Professional Liability Insurance with minimum limits of Two Million Dollars ($2,000,000) per occurrence with respect to Buyer's architects, design consultants or any other entity providing professional services for the construction of the Roadway Improvements.

(10) Seller shall be named as an additional insured under all such policies pertaining to any activity or risk occurring on or relating to Access Easement.

(ii) **Contractor's and Subcontractor's Insurance**. During construction of the Roadway Improvements, Buyer shall cause (a) its general contractor to maintain, and (b) the prime contract between Buyer and its general contractor shall require, that all subcontractors brought onto the Access Easement to have insurance coverage in the following minimum amounts:

(1) Worker's Compensation insurance coverage in accordance with Florida statutory requirements.

(2) Employers' Liability insurance coverage with limits of $500,000 for bodily injury by accident per accident/$500,000 for bodily injury by disease per employee/$500,000 for bodily injury by disease policy limit.

(3) Commercial general liability insurance coverage with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

(4) Business Auto Liability including hired and non-owned auto coverage with minimum limits of $1,000,000 combined single limit.

(iii) **Other Terms**. The insurance described in this section will be primary and noncontributory and Buyer shall ensure that Seller is named as additional insured on the general contractor's Commercial General Liability policy. Buyer shall require the general contractor and its insurers to waive rights of subrogation with respect to the Seller for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Agreement or other property insurance applicable to the Access Easement.

(iv) **Certificates of Insurance**. Seller shall obtain and keep on file Certificates of Insurance for any independent contractors performing services on the Access Easement.

(v) **Waiver of Subrogation Rights**. Buyer, for itself and anyone claiming through it, hereby waives all rights of its insurers to subrogation against the other to the extent permitted by law. Buyer agrees that its policies will include such a waiver or an endorsement to that effect. This waiver of subrogation shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees except that it shall not apply to willful conduct.

f. Buyer may not make changes to the Plans without the prior written consent of Seller.

g. Roadway Improvements shall be deemed to have been fully completed ("**Completed**") when ***all*** of the following have been accomplished: (1) the architect or engineer who prepared the Plans has certified in writing to Seller that the Roadway Improvements have been completed in accordance with the Plans; (2) Buyer has tendered possession of the Roadway Improvements pursuant to a bill of sale; and (3) Buyer has delivered lien waivers from Buyer's general contractor and any parties that have filed notice to owner, and all building and other permits relating to the Roadway Improvements have been signed off and closed.

h. Buyer shall keep Seller informed of the status of the construction of the Roadway Improvements or any changes thereto including the hiring or firing of the general contractor.

10. **Buyer's Warranties.**

a. Buyer warrants to Seller that the Roadway Improvements will be free from defects for a period of twelve (12) months from the date of final completion of Roadway Improvements and that the Roadway Improvements will conform to the requirements of the Plans and Final Site Plan. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. All manufactured materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

b. Not later than thirty (30) days following the completion of construction of Roadway Improvements, Buyer shall transfer or assign to Seller all third-party warranties (including manufacturer's warranties, but excluding the General Contractor's warranty) with respect to all materials, equipment, components and systems incorporated into Roadway Improvements. Such warranties shall, at a minimum, warrant, in form and substance acceptable to Seller, that the construction of the Roadway Improvements shall be free of defects for a period of not less than twelve (12) months after the completion date of the Roadway Improvements.

c. All loss, damage, liability, or cost of correcting defective construction arising from the employment of any construction means, methods, techniques, sequences, or procedures shall be borne by the Buyer, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Plans, unless the Buyer has given timely notice to Seller that such means, methods, techniques, sequences or procedures are not safe or suitable, and Seller has then instructed the Buyer in writing to proceed at Seller's risk.

d. Buyer shall promptly correct all construction that is defective or has failed to conform to the Plans or to this Agreement. Additionally, within thirty (30) days of receipt of written instructions from Seller, Buyer shall promptly correct all faults, deficiencies or defects in the construction and remedy all variations from the Plans which appear within the one-year warranty period set forth above and also comply with the terms of any special guarantees or warranties provided in the Plans or this Agreement. The warranties provided in this paragraph shall be in addition to and not a limitation of any other remedies provided by the Plans and/or this Agreement, or by law. If Buyer, after notice, fails to proceed promptly to comply with the terms of these warranties, Seller may have the defective construction corrected at Buyer's expense.

11. **Prohibition against Liens and Transfer of Liens**. To the extent not caused by Seller, in the event any construction liens should encumber or be filed against Lot #1 (or any portion thereof) by the Buyer's general contractor, or any subcontractors, material suppliers, or lienors in connection with labor or services performed and/or materials incorporated into or delivered for the Roadway Improvements, Buyer shall indemnify, defend and hold the Seller, and its shareholders, members, officers, directors,

lenders and agents of each, harmless against all such liens and suits or other proceedings pertaining thereto including any and all reasonable out-of-pocket costs and attorneys' fees, at both the trial and appellate level. If any such construction liens are recorded, within thirty (30) days from the date Buyer or Seller receives notice of the same, Buyer must seek to transfer such lien, by (a) depositing in the office of the Clerk of the Circuit Court an amount sufficient to transfer said lien; or (b) by filing with the Clerk's office a bond executed by a surety licensed to do business in the State of Florida in accordance with the provisions of Section 713.24, Florida Statutes, and its successors.

12. **Buyer's Additional Warranties and Representations.**

a. Except for the licenses, permits and approvals for which Seller is responsible, the Plans have been or will be submitted to all governmental authorities, architectural control committees and similar entities or agencies whose approval of the construction or the use of the Access Easement is required under any laws, rules, regulations, codes and ordinances and requirements of any governmental authority or agency having or claiming to have jurisdiction over the Property and the orders and directions of any court, governmental agency or authority having or claiming jurisdiction over the Access Easement ("**Law**") and all of the necessary approvals, permits and authorizations have been obtained from all such authorities and entities or, if not yet obtained, will be obtained in a timely manner so as to permit the construction of the Roadway Improvements in accordance with the terms and conditions set forth in this Agreement.

b. Upon completion of the construction of Roadway Improvements, the Property will comply with all public and private agreements, covenants, conditions, reservations, restrictions, except for those which must be covered by affirmative title insurance coverage ("**Restrictions**"), zoning ordinances and other Law.

13. **Environmental Compliance.**

a. Neither Buyer nor any contractor, subcontractor or their employees or agents shall release any Hazardous Substances (hereinafter defined) on the any portion of Lot #1.

b. For the purposes of this Agreement, the term "**Environmental Law**" means any federal, state, or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Access Easement, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time ("**CERCLA**"), 42 U.S.C. Sections 9601, *et seq.*, and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("**RCRA**"), 42 U.S.C. Sections 6901, *et seq.*

c. For the purposes of this Agreement, the term "**Hazardous Substances**" means, without limitation: (1) those substances included within the definition of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq.*, and in the regulations promulgated pursuant to said laws; (2) those substances defined as "hazardous wastes" in any applicable state statute and in the regulations promulgated pursuant to any such statute; (3) those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended) or by the United States Environmental Protection Agency (or any successor agency) as hazardous substances; (4) such other substances, materials and wastes which are or become regulated under applicable local, state, or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (5) any material, waste or substance which is (a) petroleum (b) asbestos (c) polychlorinatedbiphenyls (d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Air Act, 33 U.S.C. Section 1251, *et seq.*, or listed pursuant to Section 307 of the Clean Air Act, (e) flammable explosive, or (f) radioactive materials.

d. Buyer shall give Seller immediate notice of any of the following of which Buyer has actual knowledge: (1) all claims made or threatened by any third party against Seller, Buyer, the Access Easement, or Roadway Improvements relating to any loss or injury resulting from any Hazardous Substances; and (2) discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Access Easement or Roadway Improvements that could cause any part of the Access Easement or Roadway Improvements to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property or Roadway Improvements under Environmental Law or any regulation adopted in accordance with Environmental Law.

e. Buyer shall protect, indemnify, defend and hold harmless Seller, its officers, employees, agents, successors, and assigns from and against any and all loss, penalties, fines, judgments, forfeitures, damage, cost, expense or liability (including attorney's fees and costs) arising from or caused in whole or in part, directly or indirectly from the remediation of the presence of any Hazardous Substances on the Access Easement or other portions of Lot #1caused by any act or omission of Buyer or any of its agents, general contractor, subcontractors, employees, licensees or invitees.

14. **Term of Representations and Warranties**. All representations and warranties contained in this Agreement shall survive for twenty-four (24) months after the completion date of the Roadway Improvements.

15. **As-Built Survey.** Within thirty (30) days following completion of the Roadway Improvements, Buyer shall provide to Seller, at Buyer's cost, a current as-built survey of the Property ("**As-Built Survey**"), certified by a land surveyor licensed in Florida. The As-Built Survey shall be certified to Seller and to its designated title company. The As-Built Survey shall be done in accordance with standards of the ALTA and the ACSM, and shall depict, without limitation, a metes and bounds legal description, site improvements, and all easements, structures, improvements, natural and man-made monuments, waterways or water courses, setbacks and other matters required by the survey standards. The As-Built Survey shall also depict the location and dimensions of Roadway Improvements.

16. **Indemnification.**

a. Buyer shall defend, indemnify and hold harmless Seller, its parent corporation, subsidiaries and affiliates and all of its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from:

(i) Any negligence or tortuous act or omission on the part of Buyer or any of its agents, general contractor, subcontractors, employees, licensees or invitees;

(ii) Any failure on the part of Buyer to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with; and/or

(iii) Operations or performance of any kind associated with and/or under this Agreement by Buyer, and the general contractor, subcontractors, anyone directly or indirectly employed by Buyer or any general contractor or subcontractor, or anyone for whose acts Buyer or any general contractor or subcontractor may be liable, which are caused in whole or in part by any error, omission or act of Buyer, the general contractor, any subcontractor, anyone directly or indirectly employed by Buyer or any general contractor or subcontractor or anyone for whose acts Buyer or any subcontractor may be liable, either by Law or under this Agreement.

b. In any and all claims against Seller or any of its agents or employees by any employee of Buyer, the general contractor, any subcontractor, anyone directly or indirectly employed by Buyer or any general contractor or subcontractor, or anyone for whose acts Buyer or any general contractor or subcontractor may be liable, the indemnification and obligation of Buyer under this Section 17 shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for Buyer or any general contractor or subcontractor under the workman's compensation laws, disability benefit laws or other employee benefit laws. In the event Seller incurs any expenses as the result of Buyer's failure to so indemnify Seller, then said costs and expenses may be deducted from the Purchase Price or shall be paid by Buyer to Seller upon demand.

17. **Default**.

a. Any of the following shall constitute an "**Event of Default**" under this Agreement:

(i) Buyer fails to comply with any of the other terms or provisions of this Agreement within fifteen (15) days after written notice from Seller to Buyer of such noncompliance. Provided, however, that if such failure is not capable of being cured within such fifteen (15) day period, Buyer shall have such reasonable additional period of time to cure the default if Buyer promptly commences such cure and thereafter diligently prosecutes the same to completion; or

(ii) Buyer is adjudged a bankrupt, or makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of Buyer's insolvency; or

(iii) Buyer persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper materials for the construction contemplated in this Agreement; Buyer persistently disregards any Laws or Seller's instructions; or Buyer allows any disruption of the construction or the operation of Seller as a result of any labor dispute or work stoppage or otherwise is in substantial violation of any provision of this Agreement; or Buyer's actions result in the filing of a lien or other encumbrance on the Lot #1, which is not removed or bonded by Buyer within fifteen (15) days after notice to Buyer by Seller.

(iv) Seller fails to comply with any of the terms or provisions of this Agreement within fifteen (15) days after written notice from Buyer to Seller of such noncompliance. Provided, however, that if such failure is not capable of being cured within such fifteen (15) day period, Seller shall have such reasonable additional period of time to cure the default if Seller promptly commences such cure and thereafter diligently prosecutes the same to completion.

b. Upon the occurrence of an Event of Default hereunder, the non-defaulting party, may, without prejudice to any other right or remedy, enforce the obligations of the defaulting party by an action for specific performance and recover any costs incurred in connection with such action, including reasonable attorneys' fees.

c. In any suit, action or proceeding arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and disbursements, including fees and disbursements on one or more appeals.

18. **Assignment.** Buyer shall not have the right to assign this Agreement in any manner whatsoever without the prior written consent of Seller, nor shall Buyer assign any amounts due or to become due to Buyer pursuant to this Agreement without the prior written consent of Seller. Seller may assign this Agreement without Buyer's consent; however, such assignment shall not release Seller from its obligations under this Agreement.

19. **Notice**. Notices required or permitted to be given hereunder shall be in writing and shall be sent by United States mail, postage prepaid, certified, return receipt requested, or by Federal Express or other overnight delivery service, or by facsimile, and addressed as follows:

To the Seller:	DP-TA Associates, Ltd. Attention: Elias Vassilaros 703 Waterford Way, Suite 800 Miami, Florida 33131-4677 Facsimile (305) 261-4338
With a copy to:	Siegfried Rivera Attention: Oscar R. Rivera 201 Alhambra Circle, 11th Floor Coral Gables, Florida 33134 Facsimile (305) 443-3292
To Buyer:	FMFL Hotel Partners, LLC Attention: Tim O'Reilly, CEO c/o O'Reilly & Preston, LLC 4045 E. Sunshine Suite 200 Springfield, MO. 65809 Facsimile (417) 890-1778

Any notice, consent or other communication may also be sent to such other address as the party to be given such notice may designate by notice to the other party in the manner provided above.

20. **Force Majeure.** Anything in this Agreement to the contrary notwithstanding, neither Buyer nor Seller shall be in default of the performance of any provisions of this Agreement to the extent such performance is delayed or prevented by strike, war, act of God, or other cause beyond the control of the party seeking to excuse such performance.

21. **Severability**. If any term or provision of this Agreement (or the application of any term of provision of this Agreement to any person or circumstances) shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable) shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

22. **Miscellaneous.**

a. This Agreement may not be amended except by written instrument executed by both parties.

b. The captions in this Agreement are for convenience only. They are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

c. This Agreement shall be construed in accordance with applicable law of the State of Florida.

d. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition. Any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach shall not be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

e. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the rule of contract construction to the effect that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement, or any part of it, or any exhibits or amendments or agreements supplementary to this Agreement.

f. All of the provisions of this Agreement shall bind and inure to the benefit of Buyer and Seller, and their respective heirs, legal representatives, successors and assigns. All covenants, conditions and agreements contained in this Agreement shall be construed as covenants running with the land.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed.

SELLER:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership

By: Newcaster Devcorp, Inc.,
a Florida corporation

By: _____
Elias Vassilaros
Executive Vice-President

Date: 9/30/19

BUYER:

FMFL HOTEL PARTNERS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Date: _____

Exhibits:

Exhibit "A" – Subdivision Exhibit
Exhibit "B" – Access Easement
Exhibit "C" – Utility Plan
Exhibit "D" – Access Easement

IN WITNESS WHEREOF the parties have caused this Agreement to be executed.

SELLER:

DP-TA ASSOCIATES, LTD.,
a Florida limited partnership

By: Newcaster Devcorp, Inc.,
a Florida corporation

By: _____
Elias Vassilaros
Executive Vice-President

Date: _____

BUYER:

FMFL HOTEL PARTNERS, LLC,
a Missouri limited liability company

By: _____
Name: Tim O'Reilly
Title: Manager

Date: 10/3/19

Exhibits:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Access Easement
Exhibit "C" – Utility Plan
Exhibit "D" – Access Easement

EXHIBIT "A"

[Property]

LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED AS INSTRUMENT NUMBER 2007000019462 AND AS MODIFIED BY AFFIDAVIT FILED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT "B"

[Subdivision Plan]

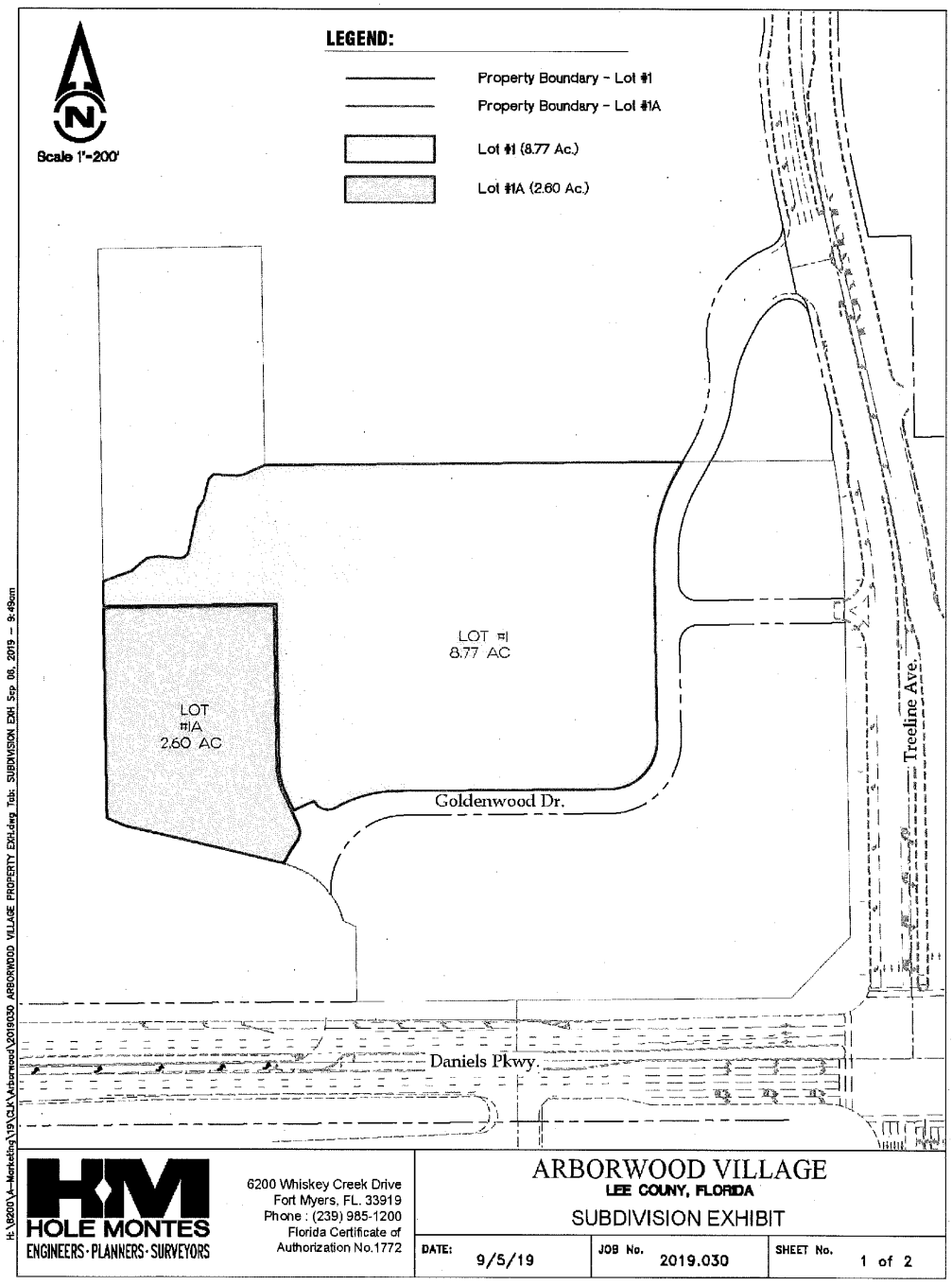
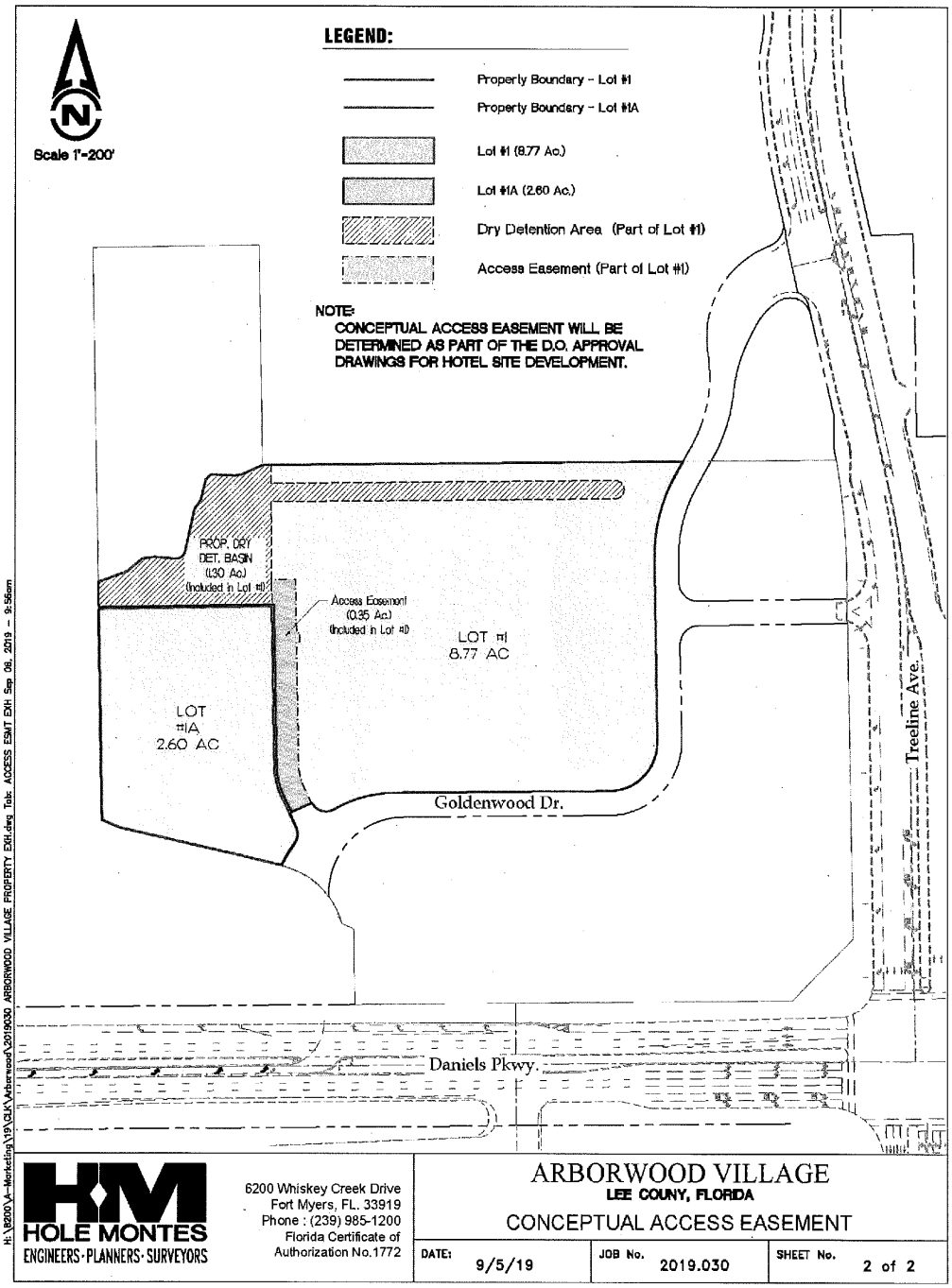


EXHIBIT "C"



HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

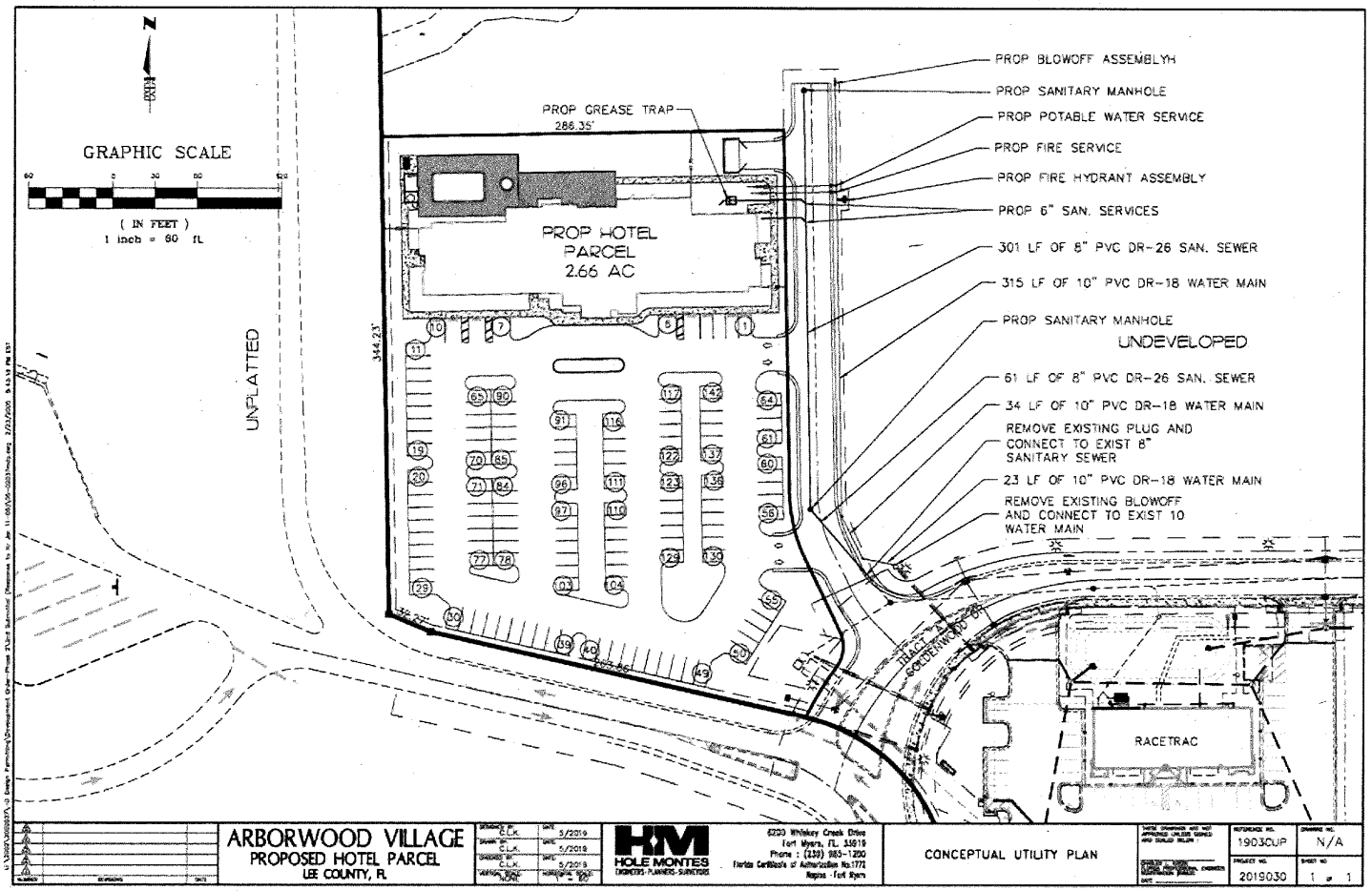
6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone : (239) 985-1200
Florida Certificate of Authorization No.1772

ARBORWOOD VILLAGE
LEE COUNY, FLORIDA
CONCEPTUAL ACCESS EASEMENT

DATE:	JOB No.	SHEET No.
9/5/19	2019.030	2 of 2

DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023
INSTR. # 2019000231476 Page Number: 28 of 29

EXHIBIT "D"



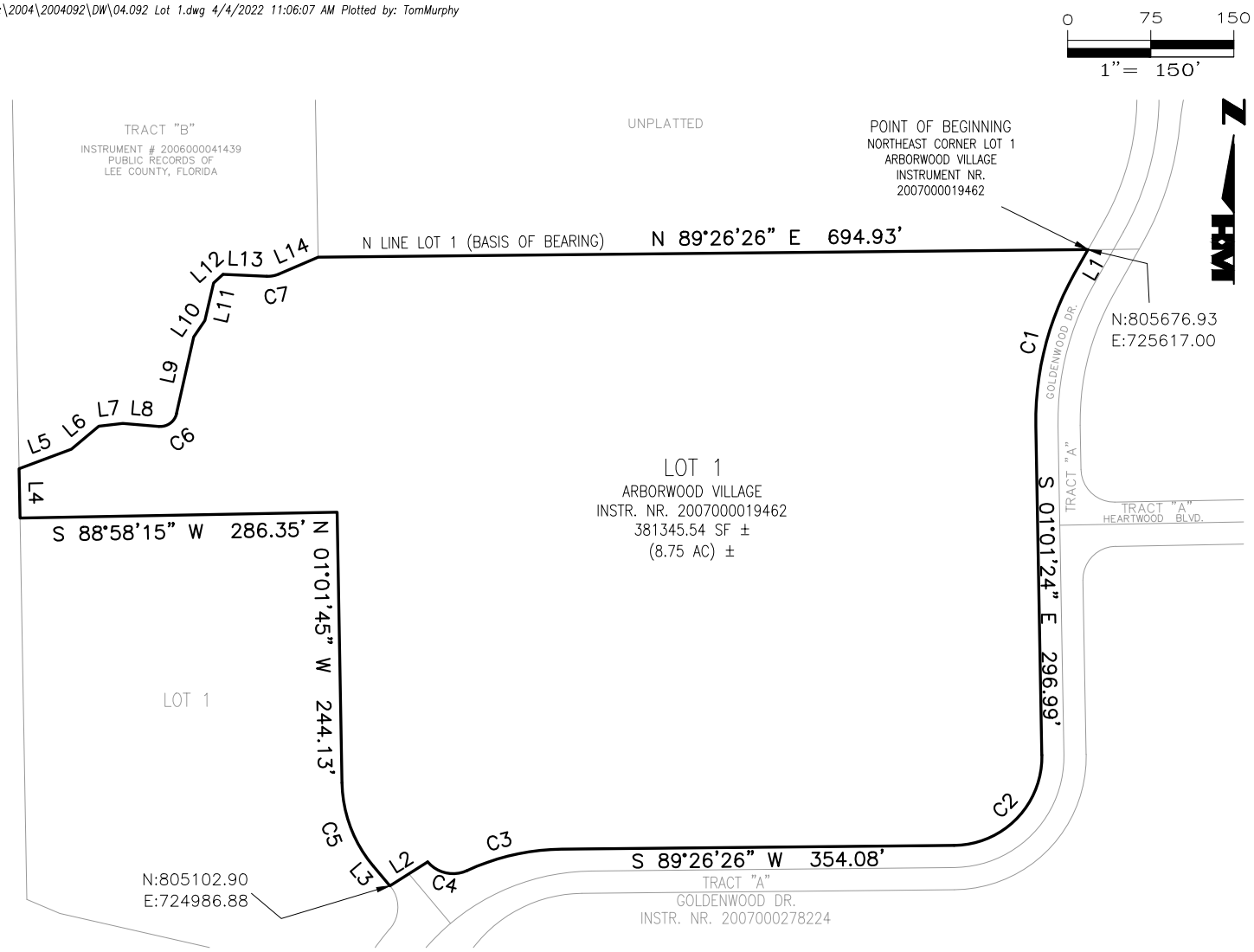
DCI2023-00024 Lee County ePlan Original Application Dated 06-06-2023

EXHIBIT "E"

[Form of Access Easement]

Exhibit Intentionally Omitted for purposes of recording only.

H:\2004\2004092\DW\04.092 Lot 1.dwg 4/4/2022 11:06:07 AM Plotted by: TomMurphy



LINE	BEARING	DISTANCE
L1	S 29°25'05" W	24.96'
L2	S 57°39'05" W	40.38'
L3	N 40°10'10" W	23.16'
L4	N 01°01'45" W	44.44'
L5	N 69°33'02" E	50.44'
L6	N 50°02'50" E	32.28'
L7	N 83°18'04" E	21.77'
L8	S 85°13'16" E	32.71'
L9	N 12°39'07" E	70.71'
L10	N 34°13'29" E	18.04'
L11	N 13°06'37" E	34.75'
L12	N 47°22'20" E	11.49'
L13	S 87°32'42" E	39.49'
L14	N 66°43'55" E	38.60'

COORDINATES SHOWN HEREON REFER TO
FLORIDA STATE PLANE WEST

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	270.00'	30°26'29"	141.77'	S 14°11'51" W	143.45'
C2	80.00'	90°27'50"	113.59'	S 44°12'31" W	126.31'
C3	208.00'	24°19'10"	87.62'	S 77°16'51" W	88.29
C4	30.00'	74°42'34"	36.40'	N 77°31'27" W	39.12'
C5	120.00'	39°08'25"	80.39'	N 20°35'57" W	81.98'
C6	15.00'	82°07'38"	19.71'	N 53°42'55" E	21.50'
C7	25.00'	25°42'12"	11.12'	N 79°36'12" E	11.22'

* NOT A SURVEY *

DRAWN BY: K.J	DATE: 03/2022	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-1868
SHEET # 1	OF SHEET 2		SKETCH AND LEGAL DESCRIPTION PORTION OF LOT 1 ARBORWOOD VILLAGE	PROJECT NO. 04.092
SEC-TWN-RGE: 23-45-25				FILE NAME 04.092 lot 1.dwg

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2007000019462 AND AS MODIFIED BY AFFIDAVIT FILED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT # 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID LOT 1;
1) THENCE RUN S29°25'05"W FOR A DISTANCE OF 24.96 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE;
2) THENCE RUN ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 30°26'29" AND BEING SUBTENDED BY A CHORD OF 141.77 FEET AT A BEARING OF S14°11'51"W, FOR AN ARC LENGTH OF 143.45 FEET;
3) THENCE RUN S01°01'24"E FOR A DISTANCE OF 296.99 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE;
4) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 90°27'50" AND BEING SUBTENDED BY A CHORD OF 113.59 FEET AT A BEARING OF S44°12'31"W, FOR AN ARC LENGTH OF 126.31 FEET;
5) THENCE RUN S89°26'26"W FOR A DISTANCE OF 354.08 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE;
THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 208.00 FEET, THROUGH A CENTRAL ANGLE OF 24°19'10" AND BEING SUBTENDED BY A CHORD OF 87.62 FEET AT A BEARING OF S77°16'51"W, FOR AN ARC LENGTH OF 88.29 FEET; TO A POINT OF REVERSE CURVATURE, THE SAME BEING A POINT ON THE BOUNDARY OF SAID LOT 1, AS MODIFIED BY AFFIDAVIT FILED AND RECORDED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID MODIFIED LOT 1:
1) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 74°42'34" AND BEING SUBTENDED BY A CHORD OF 36.40 FEET AT A BEARING OF N77°31'27"W, FOR AN ARC LENGTH OF 39.12 FEET;
2) THENCE RUN S57°39'05"W FOR A DISTANCE OF 40.38 FEET;
THENCE LEAVING THE BOUNDARY OF SAID LOT 1 RUN N40°10'10"W FOR A DISTANCE OF 23.16 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 39°08'25" AND BEING SUBTENDED BY A CHORD OF 80.39 FEET AT A BEARING OF N20°35'57"W, FOR AN ARC LENGTH OF 81.98 FEET; THENCE RUN N01°01'45"W FOR A DISTANCE OF 244.13 FEET; THENCE RUN S88°58'15"W FOR A DISTANCE OF 286.35 FEET TO A POINT ON THE BOUNDARY LINE OF SAID LOT 1; THENCE RUN THE REMAINING COURSES ALONG THE BOUNDARY OF SAID LOT 1; THENCE RUN N01°01'45"W FOR A DISTANCE OF 44.44 FEET; THENCE RUN N69°33'02"E FOR A DISTANCE OF 50.44 FEET; THENCE RUN N50°02'50"E FOR A DISTANCE OF 32.28 FEET; THENCE RUN N83°18'04"E FOR A DISTANCE OF 21.77 FEET; THENCE RUN S85°13'16"E FOR A DISTANCE OF 32.71 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 82°07'38" AND BEING SUBTENDED BY A CHORD OF 19.71 FEET AT A BEARING OF N53°42'55"E, FOR AN ARC LENGTH OF 21.50 FEET; THENCE RUN N12°39'07"E FOR A DISTANCE OF 70.71 FEET; THENCE RUN N34°13'29"E FOR A DISTANCE OF 18.04 FEET; THENCE RUN N13°06'37"E FOR A DISTANCE OF 34.75 FEET, THENCE RUN N47°22'20"E FOR A DISTANCE OF 11.49 FEET; THENCE RUN S87°32'42"E FOR A DISTANCE OF 39.49 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 25°42'12" AND BEING SUBTENDED BY A CHORD OF 11.12 FEET AT A BEARING OF N79°36'12"E, FOR AN ARC LENGTH OF 11.22 FEET; THENCE RUN N66°43'55"E FOR A DISTANCE OF 38.60 FEET; THENCE RUN N89°26'26"E FOR A DISTANCE OF 694.93 FEET TO THE POINT OF BEGINNING. CONTAINING 381345.54 SQUARE FEET OR 8.75 ACRES, MORE OR LESS.

BEARINGS REFER TO THE NORTH LINE OF LOT 1, AS BEING N89°26'26"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

Thomas M. Murphy

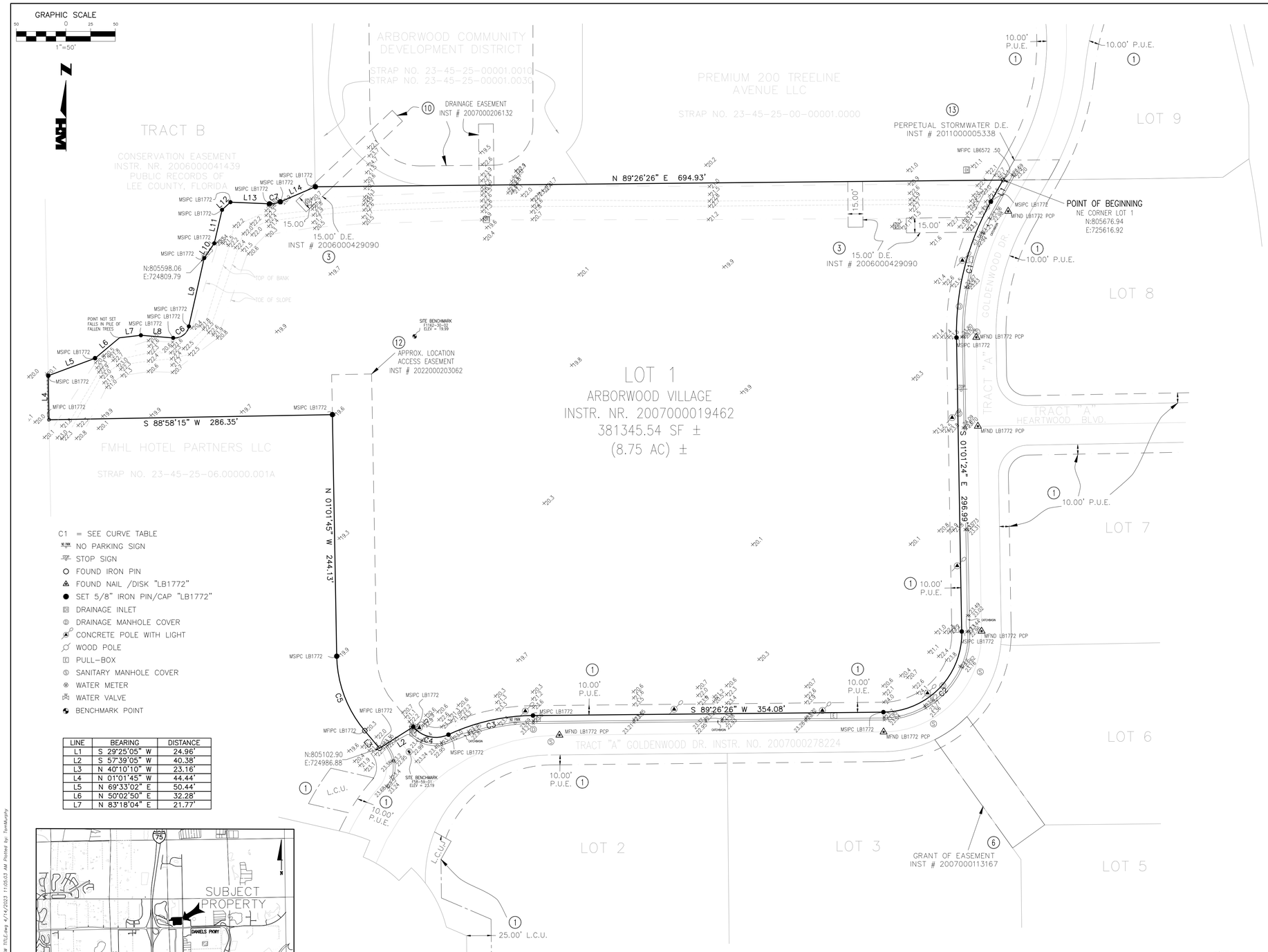
Digitally signed by Tom Murphy
DN: cn=Tom Murphy, o=Hole Montes Inc., ou, email=tommurphy@hmeng.com, c=US
Date: 2022.04.04 12:00:47 -04'00'

BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

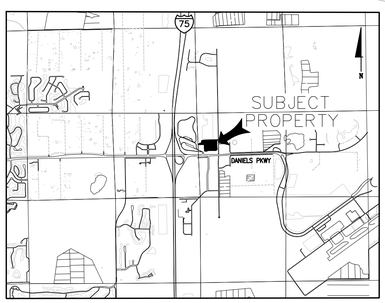
THOMAS M. MURPHY
License Number
5628
STATE OF FLORIDA
Professional Surveyor and Mapper

* NOT A SURVEY *

DRAWN BY: K.J	DATE: 03/2022	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1996	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL DESCRIPTION PORTION OF LOT 1 ARBORWOOD VILLAGE	DRAWING NO. H-1868
SHEET # 2	OF SHEET 2				PROJECT NO. 04.092
SEC-TWN-RGE: 23-45-25					FILE NAME 04.092 lot 1.dwg



LINE	BEARING	DISTANCE
L1	S 29°25'05" W	24.96'
L2	S 57°39'05" W	40.38'
L3	N 40°10'10" W	23.16'
L4	N 01°01'45" W	44.44'
L5	N 69°33'02" E	50.44'
L6	N 50°02'50" E	32.28'
L7	N 83°18'04" E	21.77'



VICINITY MAP
NOT TO SCALE

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	270.00'	30°26'29"	141.77'	S 14°11'51" W	143.45'
C2	80.00'	90°27'50"	113.59'	S 44°12'31" W	126.31'
C3	208.00'	24°19'10"	87.62'	S 77°16'51" W	88.29'
C4	30.00'	74°42'34"	36.40'	N 77°31'27" W	39.12'
C5	120.00'	39°08'25"	80.39'	N 20°35'57" W	81.98'
C6	15.00'	82°07'38"	19.71'	N 53°42'55" E	21.50'
C7	25.00'	25°42'12"	11.12'	N 79°36'12" E	11.22'

LINE	BEARING	DISTANCE
L8	S 85°13'16" E	32.71'
L9	N 12°39'07" E	70.71'
L10	N 34°13'29" E	18.04'
L11	N 13°06'37" E	34.75'
L12	N 47°22'20" E	11.49'
L13	S 87°32'42" E	39.49'
L14	N 66°43'55" E	38.60'

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY Thomas M. Murphy — Digitally signed by Tom Murphy Date: 2023.04.14 11:12:07-04'00'
THOMAS M. MURPHY — LS5628 STATE OF FLORIDA

THOMAS M. MURPHY License Number 5628 STATE OF FLORIDA Professional Surveyor and Mapper

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 1, ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2007000019462 AND AS MODIFIED BY AFFIDAVIT FILED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF ARBORWOOD VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT # 2007000019462 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID LOT 1;
1) THENCE RUN S29°25'05"W FOR A DISTANCE OF 24.96 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE;
2) THENCE RUN ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 30°26'29" AND BEING SUBTENDED BY A CHORD OF 141.77 FEET AT A BEARING OF S14°11'51"W, FOR AN ARC LENGTH OF 143.45 FEET;
3) THENCE RUN S01°01'24"E FOR A DISTANCE OF 296.99 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE;
4) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 90°27'50" AND BEING SUBTENDED BY A CHORD OF 113.59 FEET AT A BEARING OF S44°12'31"W, FOR AN ARC LENGTH OF 126.31 FEET;
5) THENCE RUN S89°26'26"W FOR A DISTANCE OF 354.08 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE;
THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 208.00 FEET, THROUGH A CENTRAL ANGLE OF 24°19'10" AND BEING SUBTENDED BY A CHORD OF 87.62 FEET AT A BEARING OF S77°16'51"W, FOR AN ARC LENGTH OF 88.29 FEET; TO A POINT OF REVERSE CURVATURE, THE SAME BEING A POINT ON THE BOUNDARY OF SAID LOT 1, AS MODIFIED BY AFFIDAVIT FILED AND RECORDED UNDER INSTRUMENT NUMBER 2007000278224 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID MODIFIED LOT 1:
1) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 74°42'34" AND BEING SUBTENDED BY A CHORD OF 36.40 FEET AT A BEARING OF N77°31'27"W, FOR AN ARC LENGTH OF 39.12 FEET;
2) THENCE RUN S57°39'05"W FOR A DISTANCE OF 40.38 FEET;
THENCE LEAVING THE BOUNDARY OF SAID LOT 1 RUN N40°10'10"W FOR A DISTANCE OF 23.16 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 39°08'25" AND BEING SUBTENDED BY A CHORD OF 80.39 FEET AT A BEARING OF N20°35'57"W, FOR AN ARC LENGTH OF 81.98 FEET; THENCE RUN N01°01'45"W FOR A DISTANCE OF 244.13 FEET; THENCE RUN S88°58'15"W FOR A DISTANCE OF 286.35 FEET TO A POINT ON THE BOUNDARY LINE OF SAID LOT 1; THENCE RUN THE REMAINING COURSES ALONG THE BOUNDARY OF SAID LOT 1; THENCE RUN N01°01'45"W FOR A DISTANCE OF 44.44 FEET; THENCE RUN N69°33'02"E FOR A DISTANCE OF 50.44 FEET; THENCE RUN N50°02'50"E FOR A DISTANCE OF 32.28 FEET; THENCE RUN N83°18'04"E FOR A DISTANCE OF 21.77 FEET; THENCE RUN S85°13'16"E FOR A DISTANCE OF 32.71 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 82°07'38" AND BEING SUBTENDED BY A CHORD OF 19.71 FEET AT A BEARING OF N53°42'55"E, FOR AN ARC LENGTH OF 21.50 FEET; THENCE RUN N12°39'07"E FOR A DISTANCE OF 70.71 FEET; THENCE RUN N34°13'29"E FOR A DISTANCE OF 18.04 FEET; THENCE RUN N13°06'37"E FOR A DISTANCE OF 34.75 FEET; THENCE RUN N47°22'20"E FOR A DISTANCE OF 11.49 FEET; THENCE RUN S87°32'42"E FOR A DISTANCE OF 39.49 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 25°42'12" AND BEING SUBTENDED BY A CHORD OF 11.12 FEET AT A BEARING OF N79°36'12"E, FOR AN ARC LENGTH OF 11.22 FEET; THENCE RUN N66°43'55"E FOR A DISTANCE OF 38.60 FEET; THENCE RUN N89°26'26"E FOR A DISTANCE OF 694.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 381345.54 SQUARE FEET OR 8.75 ACRES, MORE OR LESS.

NOTES TO TITLE COMMITMENT:

THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN PAVESE LAW FIRM, TITLE CERTIFICATION, AND A COMMITMENT DATE OF MARCH 20, 2023 AND THAT ITEMS LISTED IN THE TITLE COMMITMENT HAVE BEEN REVIEWED AS FOLLOWS:

1. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS OF THE PLAT OF ARBORWOOD VILLAGE, INSTR. NO. 2007000019462 & AS AMENDED BY AFFIDAVIT INSTR. NO. 2007000278224. EASEMENTS THEREIN ARE SHOWN HEREON.

2. THIS PROPERTY IS WITHIN ORDINANCES, COST SHARING AGREEMENT, O.R. BOOK 4531, PG. 2398, INSTR. NO. 6571074. BLANKET IN NATURE

3. GRANT OF TEMPORARY DRAINAGE EASEMENT, INSTR. NO. 2006000429090 IS LOCATED WITHIN THIS PROPERTY AS SHOWN HEREON.

4. THIS PROPERTY IS WITHIN CONDITIONS, EASEMENTS, AND RESTRICTIONS OF ARBORWOOD VILLAGE, INSTR. NO. 2007000019463, FIRST AMENDMENT BY INSTR. NO. 2009000005009, SECOND AMENDMENT BY INSTR. NO. 2022000201467, THIRD AMENDMENT BY INSTR. NO. 2022000203060, RELEASE AND TERMINATION OF EASEMENT BY INSTR. NO 2022000203066, ASSIGNMENT AND ASSUMPTION OF DECLARATION OF RIGHTS BY INSTR. NO. 2022000299391 BLANKET IN NATURE.

5. THIS PROPERTY IS WITHIN DECLARATION OF RESTRICTIONS, INSTR. NO. 2007000068296. BLANKET IN NATURE.

6. GRANT OF EASEMENT, INSTR. NO. 2007000113167, BENEFITS THIS PROPERTY, IS NOT LOCATED THEREON, BUT SHOWN HEREON.

7. THIS PROPERTY IS WITHIN DECLARATION OF RESTRICTIONS, INSTR. NO. 2007000113170. BLANKET IN NATURE.

8. THIS PROPERTY IS WITHIN POST CLOSING AGREEMENT, INSTR. NO. 2007000113171. BLANKET IN NATURE.

9. THIS PROPERTY IS WITHIN DECLARATION OF RESTRICTIONS, INSTR. NO. 2009000260123. BLANKET IN NATURE.

10. DRAINAGE EASEMENT AGREEMENT, INSTR. NO. 2009000260124, BLANKET IN NATURE. ALSO REFERENCES INSTR. NO. 2007000206132, WHICH HAS DRAINAGE EASEMENTS ADJACENT TO THIS PROPERTY AS SHOWN HEREON.

12. ACCESS EASEMENT, INSTR. NO. 2019000231476 AS AMENDED BY FIRST AMENDMENT, INSTR. NO. 2022000203062 IS LOCATED ON THE PROPERTY. ITS LOCATION IS NOT CLEARLY DEFINED AND ITS APPROXIMATE LOCATION IS SHOWN HEREON.

13. PERPETUAL STORMWATER DRAINAGE EASEMENT, INSTR. NO. 2011000005338, IS NOT LOCATED THEREON, BUT SHOWN HEREON.

15. DECLARATION OF RESTRICTIONS, INSTR. NO. 2022000203063, BLANKET IN NATURE.

NOTES:

THE PROPERTY ABUTS GOLDENWOOD DRIVE WITHOUT ANY GAPS OR GORES

NO BURIAL GROUNDS OR EARTHMOVING WORK WAS OBSERVED

ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

SITE BENCHMARK 01: F58-29-01 EDGE OF SANITARY MANHOLE AT SOUTHWEST OF PROPERTY, ELEV = 23.2

SITE BENCHMARK 02: F1162-30-02 TRAVERSE POINT AT NORTHWEST OF PROPERTY, ELEV = 19.2

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

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

BEARINGS SHOWN HEREON REFER TO THE NORTH LINE OF LOT 1 AS BEING N89°26'26"E.

UNLESS A COMPARISON IS MADE, MEASURED COURSES ARE IDENTICAL TO PLAT VALUES.

THIS SURVEY MEETS THE RELATIVE POSITIONAL PRECISION AS PER SECTION 3.E.i–v.

PUBLIC RIGHT–OF–WAY INFORMATION WAS BASED UPON LEE COUNTY PROPERTY APPRAISER G.I.S. WEB SITE.

SITE ADDRESS: 13600 GOLDENWOOD DRIVE, FORT MYERS, FL 33913.

AT THE TIME OF SURVEY, THIS PROPERTY WAS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD, AS INDICATED ON FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) HAVING MAP NO. 12071 C 0445 F, (PANEL NOT PRINTED, 12071 C 0445 F, COMMUNITY NO. 125124), HAVING A F.I.R.M. INDEX DATED AUGUST 28, 2008. CONSULT COMMUNITY FLOOD PLAIN MANAGEMENT OFFICE FOR CURRENT FLOOD ZONE INFORMATION.

PROPERTY AREA: 8.75 ACRES, MORE OR LESS.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:
DP–TA ASSOCIATES LTD
PAVESE LAW FIRM
SIEGFRIED RIVERA
ARBORWOOD SELF STORAGE, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 11A, 11B, & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 04/07/2022.

LETTER	REVISIONS	DATE	REV BY
D			
C			
B			
A			

ALTA NSPS LAND TITLE SURVEY

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

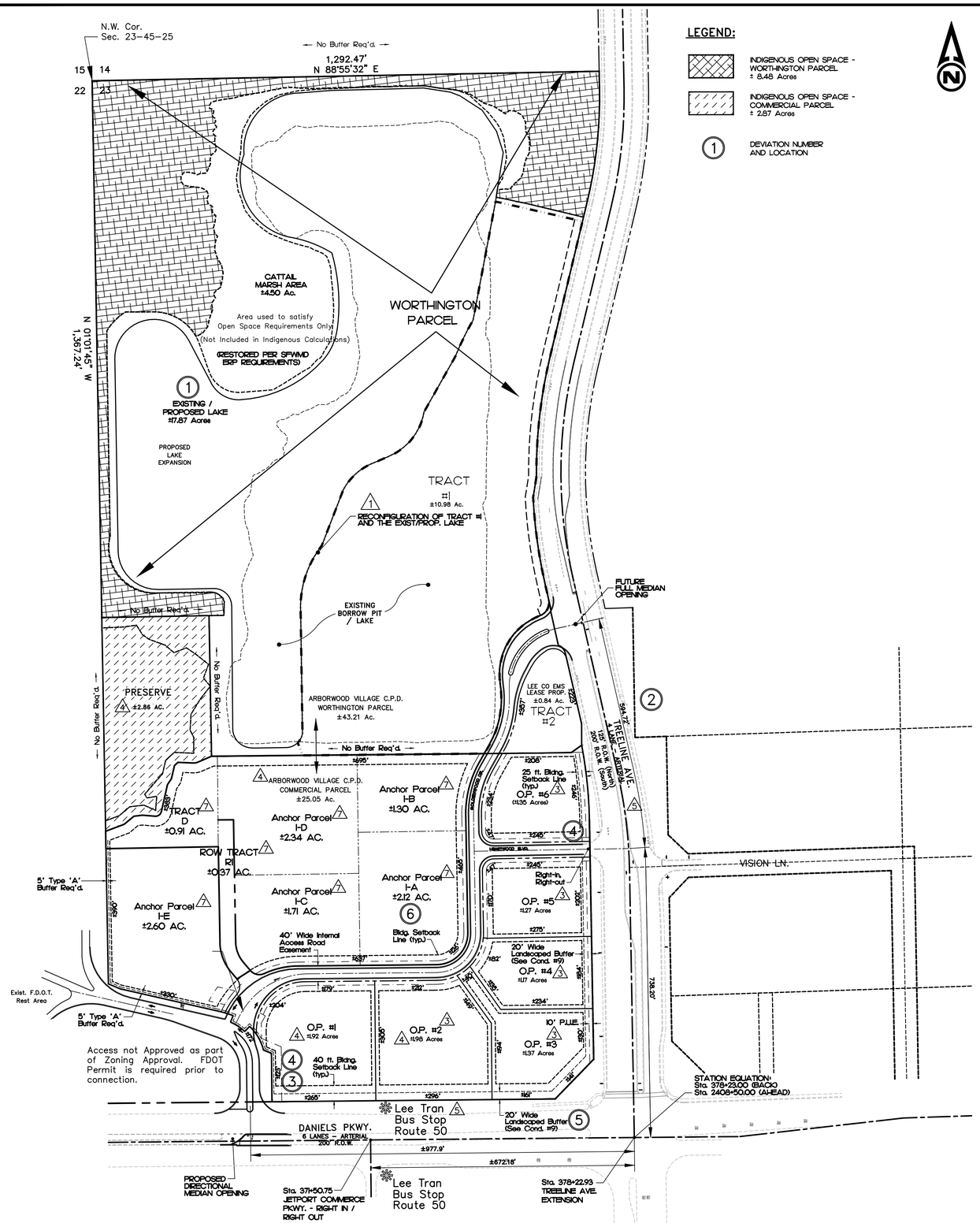
PARTY CHIEF: B.H — DATE: 4/2022
DRAWN BY: K.J & JNH — DATE: 4/13/2023
SHEET 1 OF SHEET 1
SEC–TWN–RGE: 23–45–25

HOLE MONTES SINCE 1960 ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS
6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

ARBORWOOD VILLAGE
LOT 1 WEST

DRAWING NO. H–2304
PROJECT NO. 2022.046
FILE NAME: 2022046 Lot 1_west – ALTA NEW TITLE.dwg

H:\2022\2022046\DRAWINGS\NEW TITLE\2022046 Lot 1_west – ALTA NEW TITLE.dwg 4/14/2023 11:05:03 AM Plotted by: TomMurphy



LEGEND:

- INDIGENOUS OPEN SPACE - WORTHINGTON PARCEL ± 8.48 Acres
- INDIGENOUS OPEN SPACE - COMMERCIAL PARCEL ± 2.87 Acres
- (1) DEVIATION NUMBER AND LOCATION

PROJECT SUMMARY:

1.) CONCEPTUAL LAND USE BREAKDOWN:

C.P.D. – COMMERCIAL PARCEL

On-Site Wetland / Upland Preserve Area / O.S. / Green Space	± 2.87 Ac.
Internal (Private) R.O.W.	± 1.60 Ac.
Development Parcels	±20.58 Ac.
Total Site – CPD Commercial Parcel	±25.05 Ac.

(1) C.P.D. – WORTHINGTON PARCEL

On-Site Wetland / Conservation Area	± 8.48 Ac.
Exist. Lake / Proposed Lake Expansion	±17.87 Ac.
O.S. / Green Areas	± 4.50 Ac.
Internal (Private) R.O.W.	± 0.54 Ac.
Worthington Tract #1	± 10.98 Ac.
Worthington Tract #2	± 0.84 Ac.
Total Site – CPD – D.E. Parcel	±43.21 Ac.
Total CPD Parcel Area	±68.26 Ac.

2.) CONCEPTUAL OPEN SPACE:

C.P.D. – COMMERCIAL PARCEL

±25.1 Ac. x 0.3 = ± 7.50 Ac.

Total Open Space Req'd.:		± 7.50 Ac
Open Space Prov'd.:		
Indigenous / Preserve Area		± 2.86 Ac.
(7) Anchor Parcels (@ 17.5%)		± 2.67 Ac.
1-A (±2.12 Ac. x 0.175)	±0.37 Ac.	
1-B (±1.30 Ac. x 0.175)	±0.23 Ac.	
1-C (±1.71 Ac. x 0.175)	±0.30 Ac.	
1-D (±2.34 Ac. x 0.175)	±0.41 Ac.	
1-E (±2.60 Ac. x 0.175)	±0.46 Ac.	
TRACT R1	±0.00 Ac.	
TRACT D	±0.91 Ac.	
Sub-total (Anchor Parcels)	±2.67 Ac.	
O.P.'s #1 thru #6 (@ 22.0%)		± 2.00 Ac.
(4)(3) O.P. #1 (±1.92 Ac. x 0.22)	±0.42 Ac.	
(4)(3) O.P. #2 (±1.98 Ac. x 0.22)	±0.44 Ac.	
(3) O.P. #3 (±1.37 Ac. x 0.22)	±0.30 Ac.	
(3) O.P. #4 (±1.17 Ac. x 0.22)	±0.26 Ac.	
(3) O.P. #5 (±1.27 Ac. x 0.22)	±0.28 Ac.	
(3) O.P. #6 (±1.35 Ac. x 0.22)	±0.30 Ac.	
Sub-total (Out-parcels)	±2.00 Ac.	
(4) Total Open Space Prov'd.:		± 7.53 Ac.

(1) C.P.D. – WORTHINGTON PARCEL

±43.2 Ac. x 0.3 =	±12.9 Ac.
Total Open Space Req'd.:	±12.96 Ac.
Open Space Prov'd.:	
On-Site Wetland / Conservation Area (Includes Cattail Marsh)	± 12.98 Ac.
Exist. Lake / Proposed Lake Expansion (@ ±12.96 Ac. x 0.25%)	± 3.24 Ac.
Tract #1 (±10.98 Ac. x 0.10)	±1.10 Ac.
Tract #2 (±0.84 Ac. x 0.10)	±0.08 Ac.
Sub-total (Tracts)	± 1.18 Ac.
Total Open Space Prov'd.:	±17.40 Ac.

3.) INDIGENOUS OPEN SPACE:

C.P.D. – COMMERCIAL PARCEL

Indigenous Open Space Req'd. ± 7.5 Ac. x 50%	± 3.75 Ac.
Indigenous Open Space Prov'd.:	
Existing Preserve Area /	± 2.87 Ac.*
Total Prov'd.	± 2.87 Ac.*

*(See Note Below)

C.P.D. – WORTHINGTON PARCEL

Indigenous Open Space Req'd. ±12.96 Ac. x 50%	± 6.48 Ac.
Indigenous Open Space Prov'd.:	
On-Site Wetland / Conservation Area	± 8.42 Ac.*
Total Open Space Prov'd.:	± 8.42 Ac.

Indigenous Open Space Req'd.: (Total Project)	± 10.23 Ac.
Indigenous Open Space Prov'd.: (Total Project)	± 11.29 Ac.

*The actual acreage available, in the On-site Wetland / Conservation Area, is ±11.29 Ac., with only ±10.23 Ac. needed to satisfy this requirement.

4.) PUBLIC TRANSIT:

The site is located on Lee Tran Route #50.

5.) PROJECT INTENSITY:

Intensity:

Anchor Parcel:	130,000 s.f. – Retail, and (2)(4)(5) 300 Bed Hotel

(6) Establishes maximums for each land use type. Maximums are not cumulative.

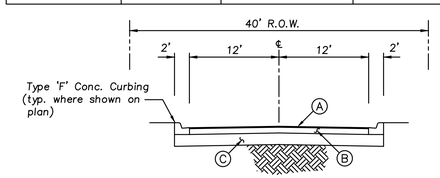
Out-Parcels #1 – #6:	40,000 s.f. – Commercial 12,000 s.f. – Office
Tract #1:	30,000 s.f. – Office 80,000 s.f. – Retail (2)
Tract #2:	10,000 s.f. – Essential Services (EMS)

PHASING: 1 PHASE – 5 YEARS

(2) NOTE:
A property owner within the Arborwood CPD may transfer Retail, Office and Hotel Room uses from one parcel to another provided that all affected property owners are in agreement and they execute and file a written and notarized assignment with the County acknowledging approval and acceptance of the transfer of uses and/or square footage.

LAND USE CONVERSION MATRIX

	RETAIL (SF)	GENERAL OFFICE (SF)	MEDICAL OFFICE (SF)
RETAIL (1,000 SF)	1,000	1,800	750
OFFICE (1,000 SF)	550	1,000	400
HOTEL (1 ROOM)	250	470	200



INTERNAL ACCESS ROAD
TYPICAL PAVEMENT SECTION
N.T.S.

(A) 1 1/2" ASPHALT TYPE S-III SURFACE COURSE
(B) 8" LIMEROCK BASE
(C) 12" STABILIZED SUBGRADE

APPROVED AS EXHIBIT C-1: RES. #Z-15-037
ORIGINAL RESOLUTION: CASE # DCI2006-00005
Res. # Z-06-061 (10-16-06)

NUMBER	REVISIONS	DATE
7	SUBMITTED FOR AMENDMENT	05/09/23
6	SUBMITTED FOR AMENDMENT	04/02/19
5	SUBMITTED FOR AMENDMENT	01/16/19
4	SUBMITTED FOR AMENDMENT	10/31/18
3	SUBMITTED FOR ADMIN. AMENDMENT	12/17/08

DEVELOPER:
DP – TA Associates, Ltd.
Elias Vassilaros, Exec. Vice Pres.
Waterford at Blue Lagoon
703 Waterford Way, Suite 800
Miami, Fl. 33126
Ph. No.: (305) 261-4330

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone : (239) 985-1200
Florida Certificate of Authorization No.1772
Naples · Fort Myers

Arborwood Village CPD
Master Concept Plan Option A
EXHIBIT H-3.C

DESIGNED BY: CLK/ERT	DATE: 12/03/08
DRAWN BY: ERT	DATE: 12/04/08
CHECKED BY: CLK	DATE: 12/04/08
VERTICAL SCALE:	HORIZONTAL SCALE: 1"= 200'
REFERENCE NO. 08087-H-3B_H-3C	DRAWING NO. ·
PROJECT NO. 2008087	SHEET NO. 1 OF 1

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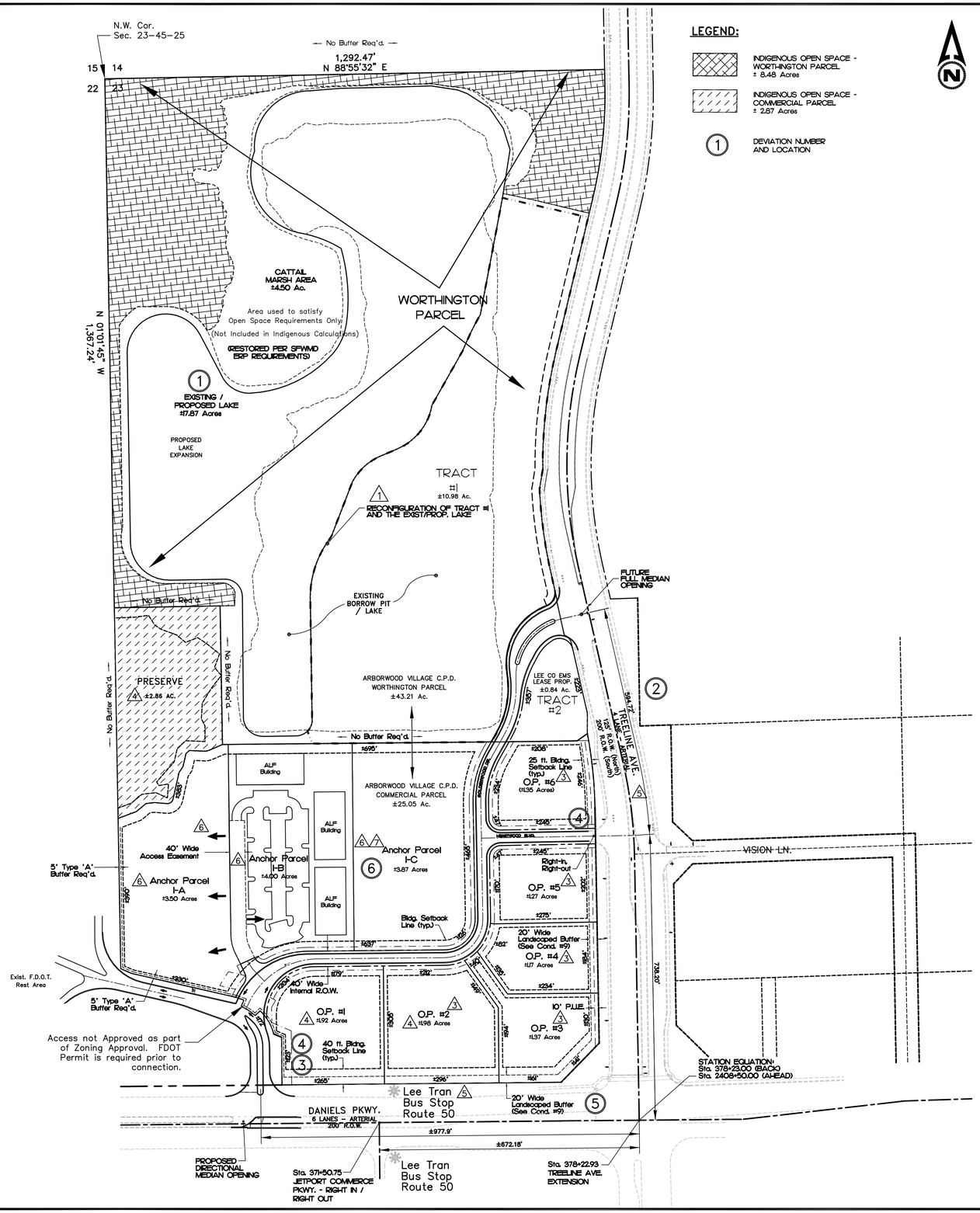


LEGEND:

- INDIGENOUS OPEN SPACE - WORTHINGTON PARCEL ± 8.48 Acres
- INDIGENOUS OPEN SPACE - COMMERCIAL PARCEL ± 2.87 Acres
- (1) DEVIATION NUMBER AND LOCATION

PROJECT SUMMARY:

1.) CONCEPTUAL LAND USE BREAKDOWN:

C.P.D. – COMMERCIAL PARCEL

On-Site Wetland / Upland Preserve Area / O.S. / Green Space	± 2.87 Ac.
Internal (Private) R.O.W.	± 1.60 Ac.
Development Parcels	±20.58 Ac.
Total Site – CPD Commercial Parcel	±25.05 Ac.

(1) C.P.D. – WORTHINGTON PARCEL

On-Site Wetland / Conservation Area	± 8.48 Ac.
Exist. Lake / Proposed Lake Expansion	±17.87 Ac.
O.S. / Green Areas	± 4.50 Ac.
Internal (Private) R.O.W.	± 0.54 Ac.
Worthington Tract #1	± 10.98 Ac.
Worthington Tract #2	± 0.84 Ac.
Total Site – CPD – D.E. Parcel	±43.21 Ac.
Total CPD Parcel Area	±68.26 Ac.

(6) (4) (3) 2.) CONCEPTUAL OPEN SPACE:

C.P.D. – COMMERCIAL PARCEL

Residential	±4.0 Ac. x 0.4 =	± 1.60 Ac.
Other	±21.1 Ac. x 0.3 =	± 6.33 Ac.
Total Open Space Req'd.:		± 7.93 Ac.

Open Space Prov'd.:

Indigenous / Preserve Area	± 2.86 Ac.
Anchor Parcel (@ 27.0%)	± 3.07 Ac.
Anchor Parcel 1-A (±3.50 Ac. x 0.27)	± 0.95 Ac.
Anchor Parcel 1-B (±4.00 Ac. x 0.27)	± 1.08 Ac.
Anchor Parcel 1-C (±3.87 Ac. x 0.27)	± 1.04 Ac.
Sub-total (Anchor Parcels)	± 3.07 Ac.
O.P.'s #1 thru #6 (@ 22.0%)	± 2.00 Ac.
O.P. #1 (±1.92 Ac. x 0.22)	±0.42 Ac.
O.P. #2 (±1.98 Ac. x 0.22)	±0.44 Ac.
O.P. #3 (±1.37 Ac. x 0.22)	±0.30 Ac.
O.P. #4 (±1.17 Ac. x 0.22)	±0.26 Ac.
O.P. #5 (±1.27 Ac. x 0.22)	±0.28 Ac.
O.P. #6 (±1.35 Ac. x 0.22)	±0.30 Ac.
Sub-total (Out-parcels)	±2.00 Ac.
Total Open Space Prov'd.:	± 7.93 Ac.

(1) C.P.D. – WORTHINGTON PARCEL

±43.2 Ac. x 0.3 =	±12.9 Ac.
Total Open Space Req'd.:	±12.96 Ac.

Open Space Prov'd.:

On-Site Wetland / Conservation Area (Includes Cattail Marsh)	± 12.98 Ac.
Exist. Lake / Proposed Lake Expansion (@ ±12.96 Ac. x 0.25%)	± 3.24 Ac.
Tract #1 (±10.98 Ac. x 0.10)	±1.10 Ac.
Tract #2 (±0.84 Ac. x 0.10)	±0.08 Ac.
Sub-total (Tracts)	± 1.18 Ac.
Total Open Space Prov'd.:	±17.40 Ac.

3.) INDIGENOUS OPEN SPACE:

C.P.D. – COMMERCIAL PARCEL

Indigenous Open Space Req'd. ± 7.5 Ac. x 50%	± 3.75 Ac.
Indigenous Open Space Prov'd.:	
Existing Preserve Area /	± 2.87 Ac.*
Total Prov'd.	± 2.87 Ac.*

*(See Note Below)

C.P.D. – WORTHINGTON PARCEL

Indigenous Open Space Req'd. ±12.96 Ac. x 50%	± 6.48 Ac.
Indigenous Open Space Prov'd.:	
On-Site Wetland / Conservation Area	± 8.42 Ac.*
Total Open Space Prov'd.:	± 8.42 Ac.

Indigenous Open Space Req'd.: (Total Project)	± 10.23 Ac.
Indigenous Open Space Prov'd.: (Total Project)	± 11.29 Ac.

*The actual acreage available, in the On-site Wetland / Conservation Area, is ±11.29 Ac., with only ±10.23 Ac. needed to satisfy this requirement.

4.) PUBLIC TRANSIT:

The site is located on Lee Tran Route #50.

5.) PROJECT INTENSITY:

Intensity:

Anchor Parcel:	130,000 s.f. – Retail 56 MF Units or 224 ALF Units (2) (4) (5) (6) 300 Bed Hotel

(6) Establishes maximums for each land use type. Maximums are not cumulative.

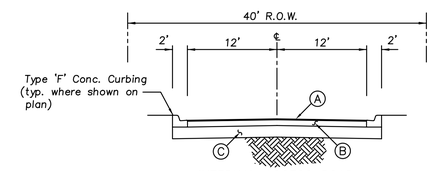
Out-Parcels #1 – #6:	40,000 s.f. – Commercial 12,000 s.f. – Office
Tract #1:	30,000 s.f. – Office 80,000 s.f. – Retail (2)
Tract #2:	10,000 s.f. – Essential Services (EMS)

PHASING: 1 PHASE – 5 YEARS

(2) NOTE:
A property owner within the Arborwood CPD may transfer Retail, Office and Hotel Room uses from one parcel to another provided that all affected property owners are in agreement and they execute and file a written and notarized assignment with the County acknowledging approval and acceptance of the transfer of uses and/or square footage.

LAND USE CONVERSION MATRIX

	RETAIL (SF)	GENERAL OFFICE (SF)	MEDICAL OFFICE (SF)
RETAIL (1,000 SF)	1,000	1,800	750
OFFICE (1,000 SF)	550	1,000	400
HOTEL (1 ROOM)	250	470	200



INTERNAL ACCESS ROAD
TYPICAL PAVEMENT SECTION
N.T.S.

(A) 1 1/2" ASPHALT TYPE S-III SURFACE COURSE
(B) 8" LIMEROCK BASE
(C) 12" STABILIZED SUBGRADE

APPROVED AS EXHIBIT C-1: RES. #Z-15-037
ORIGINAL RESOLUTION: CASE # DCI2006-00005
Res. # Z-06-061 (10-16-06)

NUMBER	REVISIONS	DATE
7	SUBMITTED FOR AMENDMENT	05/09/23
6	SUBMITTED FOR AMENDMENT	04/01/19
5	SUBMITTED FOR AMENDMENT	01/16/19
4	SUBMITTED FOR AMENDMENT	10/31/18
3	SUBMITTED FOR ADMIN. AMENDMENT	12/17/08

DEVELOPER:
DP – TA Associates, Ltd.
Elias Vassilaros, Exec. Vice Pres.
Waterford at Blue Lagoon
703 Waterford Way, Suite 800
Miami, Fl. 33126
Ph. No.: (305) 261-4330

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone : (239) 985-1200
Florida Certificate of Authorization No.1772
Naples · Fort Myers

Arborwood Village CPD
Master Concept Plan Option C
EXHIBIT H-3.C

DESIGNED BY: CLK/ERT	DATE: 12/03/08
DRAWN BY: ERT	DATE: 12/04/08
CHECKED BY: CLK	DATE: 12/04/08
VERTICAL SCALE:	HORIZONTAL SCALE: 1"= 200'
REFERENCE NO. 08087-H-3B_H-3C	DRAWING NO. ·
PROJECT NO. 2018057	SHEET NO. 1 OF 1