

Exhibit B



> GULF LANDINGS LOGISTICS CENTER
South Florida Water Management District
Conservation Area Management Plan

November 2022
Revised January 2023
ECT No. 210907-0200

BUTTERS GROUP
Coconut Creek, Florida

ECT
1408 West Shore Blvd, Suite 115
Tampa, Florida 33607
www.ectinc.com

> Butters Group
Gulf Landings Logistics Center
SFWMD Conservation Area Management Plan

Document Review

The dual signatory process is an integral part of Environmental Consulting & Technology, Inc.'s (ECT's) Document Review Policy. All ECT documents undergo technical/peer review prior to dispatching these documents to any outside entity.

This document has been authored and reviewed by the following employees:

Jason Hunt
Author


Signature

January 10, 2023
Date

Tammy Lyday
Peer Review


Signature

January 12, 2023
Date

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1.0 Introduction

Environmental Consulting & Technology, Inc. (ECT) has prepared this conservation area management plan to document the proposed wetland restoration area maintenance and monitoring activities for the additional conservation easement areas within the Gulf Landings Logistics Center project (Project). The Project site encompasses approximately 283.75 (+/-) acres located north of Alico Road between Ben Hill Griffin Parkway and I-75 in Sections 2 and 3, Township 46 South, Range 25 East, Ft. Myers, Lee County, Florida (Figures 1 and 2).

This plan addresses the proposed wetland restoration, maintenance, and monitoring for four (4) additional conservation easement areas (Conservation Easements 4 through 7) within the Project area totaling 5.83 acres. The purpose for the additional conservation easement acreage is to offset the wetland functional loss for the 1.36-acre vacated portion of the existing conservation easement. The modification to the conservation easement is associated with an inadvertent utility/access easement overlap predating the establishment of the original conservation easement associated with Environmental Resource Permit # 36-05415-P. The above changes to the conservation area are illustrated in Figure 3. The additional conservation easement acreage of 5.83 acres will result in a net gain of 4.47 acres to the existing 87.55 acres conservation easement (Exhibit A) for a grand total of 92.02 acres. These additional conservation easement areas are intended to be incorporated into the existing conservation easement and preserved in perpetuity.

The target wetland community type for each restoration area is mixed wetland hardwoods, however, given the known hydrologic conditions of each area, it is probable the mature wetland restoration will consist of a mosaic of herbaceous and forested wetlands.



2.0 Wetland Restoration Activities

Four (4) areas labeled as Conservation Easements (4 through 7) on Figure 3, totaling 5.83 acres will be added to the existing conservation easement. These areas were originally permitted as part of the proposed development and have been altered as authorized by the existing Environmental Re-source Permit (#36-05415-P). The proposed wetland restoration areas were historically functioning forested wetlands and have since been cleared of vegetation but were not filled. In their current condition the areas support hydrophytic herbaceous vegetation as a result of the relatively unchanged hydrologic conditions. The following information is applicable to Conservation Easement Areas 4 through 7.

2.1 Initial Construction

Prior to the commencement of any restoration activities, each of the conservation area boundaries will be staked in the field and reviewed by SFWMD staff. Upon approval of the staking, silt fence will be installed between the proposed additional conservation easement areas and the existing conservation easement area to prevent any unwanted fill material or siltation encroachment. The existing chain link fence will be relocated to separate the new limits of the conservation easement from the development area.

2.2 Nuisance Exotic Vegetation Treatment

Each of the proposed conservation easement areas has been cleared of existing tree and shrub species while the ground cover and existing grade has been left relatively untouched. Nuisance/exotic herbaceous vegetation (primarily torpedo grass (*Panicum repens*), Peruvian primrose willow (*Ludwigia peruviana*) and limpo grass (*Hemarthria altissima*) occurs within each of the four (4) proposed additional conservation easement areas.

All four areas will be mowed and treated with an approved herbicide prior to the proposed planting activities. This will ensure successful elimination of the existing nuisance/exotic seed source. In addition to the species noted above, targeted nuisance and exotic species include all Category I and Category II exotics, as defined by the Florida Invasive Species Council (FISC) List of Invasive Plant Species.



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Ongoing quarterly maintenance events are scheduled to occur for the first two years and after the second annual monitoring event the ongoing maintenance will transition to semi-annual events, and as needed in between events.

2.3 Mitigation Planting

The general planting scheme for the areas is provided as Table 2-1 below.

Table 2-1. Wetland Restoration Planting Specifications for Gulf Landings Logistics Project

Plant Species ¹	Common Name	Size	Spacing
Trees			
<i>Quercus laurifolia</i>	Laurel oak	3-7 gallon	20-foot
<i>Pinus elliottii</i>	Slash pine		
<i>Taxodium distichum</i>	Bald cypress		
<i>Ilex cassine</i>	Dahoon holly		
Shrubs			
<i>Morella cerifera</i>	Wax myrtle	1-3 gallon	10-foot
<i>Myrsine guianensis</i>	Myrsine		
<i>Cephalanthus occidentalis</i>	Buttonbush		
Groundcover			
<i>Spartina bakeri</i>	Sand cordgrass	1 quart or bare root	3-foot
<i>Panicum hemitomon</i>	Maidencane		
<i>Cladium jamaicense</i>	Sawgrass		
<i>Eleocharis interstincta</i>	Spike-rush		

¹Other Florida native species may be substituted where appropriate

²Temporary buffer encroachments occurring in the 15-foot minimum buffer will be replanted

2.4 Mitigation Success Criteria

Monitoring of the preserve areas shall be conducted for a minimum of five years with annual reports submitted to the SFWMD. At the end of the first monitoring period, the mitigation area shall contain an 80 percent survival rate of planted vegetation. The 80 percent survival rate shall be maintained throughout the monitoring program. If native species do not achieve 80 percent coverage within the initial two years of the monitoring program, native species shall be planted in accordance with this plan. At the end of the monitoring program, the mitigation area shall contain 80 percent survival rate of planted vegetation and 80 percent coverage of desirable species (obligate (OBL) and facultative wetland (FACW) species within the wetland mitigation areas).



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The combined coverage for both exotic and nuisance species shall not exceed five percent coverage. Further, preserve areas will be managed such that exotic/nuisance plant species do not dominate any one section of area within the preserves. In addition, preserve areas will be managed to ensure that any one native plant species (i.e., wax myrtle) does not dominate a significant portion of the preserve. Diversity of native vegetation is expected to occur following the installation of supplemental plantings and through the recruitment of native vegetation.

If monitoring reports or other information show the preserved wetlands have been negatively affected by the permitted development in a manner that is irreversible (such as impounding the wetland and drowning the existing vegetation or a reduction in the hydroperiod resulting in the transition of wetlands into upland/transitional habitat), the permittee shall be required to submit a remediation plan within 30 days of notification by the District's Environmental Resource Compliance staff of such conditions. The remediation plan may include onsite or offsite mitigation as necessary to address any deficiencies.

2.5 Preserve Area Signage

Signage for the conservation areas shall be spaced every 100-ft along the perimeter of the conservation areas. An example of the signage is provided as Exhibit B.



3.0 Monitoring, Maintenance, and Management

Monitoring of the preserve area will be quantitative and will consist of time-zero, and annual monitoring for vegetation, wildlife, and wetland water levels. The time zero monitoring event will occur immediately following the first quarterly treatment for exotic and nuisance species. The time-zero report will describe the supplemental planting and observed hydrological conditions and will be submitted within 60 days of the completion of the first quarterly nuisance and exotic vegetation treatment. Annual monitoring reports shall document changes from the baseline conditions the success of exotic treatment and verify that conditions within the preserve are improving.

3.1 Vegetation Monitoring

Sampling in the preserve area will involve canopy, sub-canopy, and groundcover via quantitative monitoring. Dominant canopy, sub-canopy species will be monitored within 20 x 50 foot plots established along the monitoring transects. Visual estimate of percent cover will be calculated for canopy and sub-canopy stratum. The herbaceous vegetation sampling will utilize the point frame method (Bonham 1989). Point frames will be established at approximately 50 foot intervals along each monitoring transect. Each point frame consists of a one meter square wire grid with 25 cross points. All plant species identified directly below a cross point will be recorded. Each cross point represents four percent of the square meter. The locations of the monitoring transects are provided in Figure 3.

3.2 Hydrologic Monitoring

Hydrologic monitoring in the preserve areas will be facilitated by the installation staff gauges. Staff gauge readings will be conducted quarterly and presented in tabular and graphic form, cumulatively, in the annual reports. The locations of the staff gauges are provided in Figure 3.

3.3 Photographic Documentation

Permanent fixed-point photograph stations will be established at the beginning and end of each transect within the preserve areas. The photographs will provide physical documentation of the condition and appearance of an area, as well as any changes taking place within it. Monitoring photographs will accompany vegetation data in each report. Locations of photograph stations will



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remain the same throughout the duration of the monitoring program. The locations of the photo stations are provided in Figure 3.

3.4 Wildlife Monitoring

Direct and indirect observations of wildlife will be made during each monitoring event.

3.5 Monitoring Period

Monitoring of the preserve areas shall be conducted for a minimum of five years with annual reports submitted to the SFWMD. Following the completion of the initial exotic treatment effort, semi-annual inspections of the mitigation area will occur for the first two years. During these inspections, the mitigation area will be traversed by qualified ecologists. Locations of exotic species will be identified for immediate treatment with an appropriate herbicide. Any additional potential problems will also be noted and corrective actions taken. Once exotic and nuisance species levels have been reduced to acceptable limits (i.e., less than five percent cover), inspections of the mitigation area will be conducted annually.

3.6 Maintenance Period

Maintenance activities will be conducted quarterly for the first two (2) years and will then transition to semi-annual events for the remainder of the monitoring period. Maintenance will be conducted as needed after the five-year period in perpetuity. The maintenance and management of the preserve areas will be the responsibility of the owner/developer in perpetuity.

3.7 Monitoring/Maintenance Schedule

It is anticipated that the initial treatment and grading activities will commence as soon as the SFWMD permit is modified. The following table details the proposed monitoring and maintenance schedule.



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Table 3-1. Approximate Monitoring and Maintenance Schedule

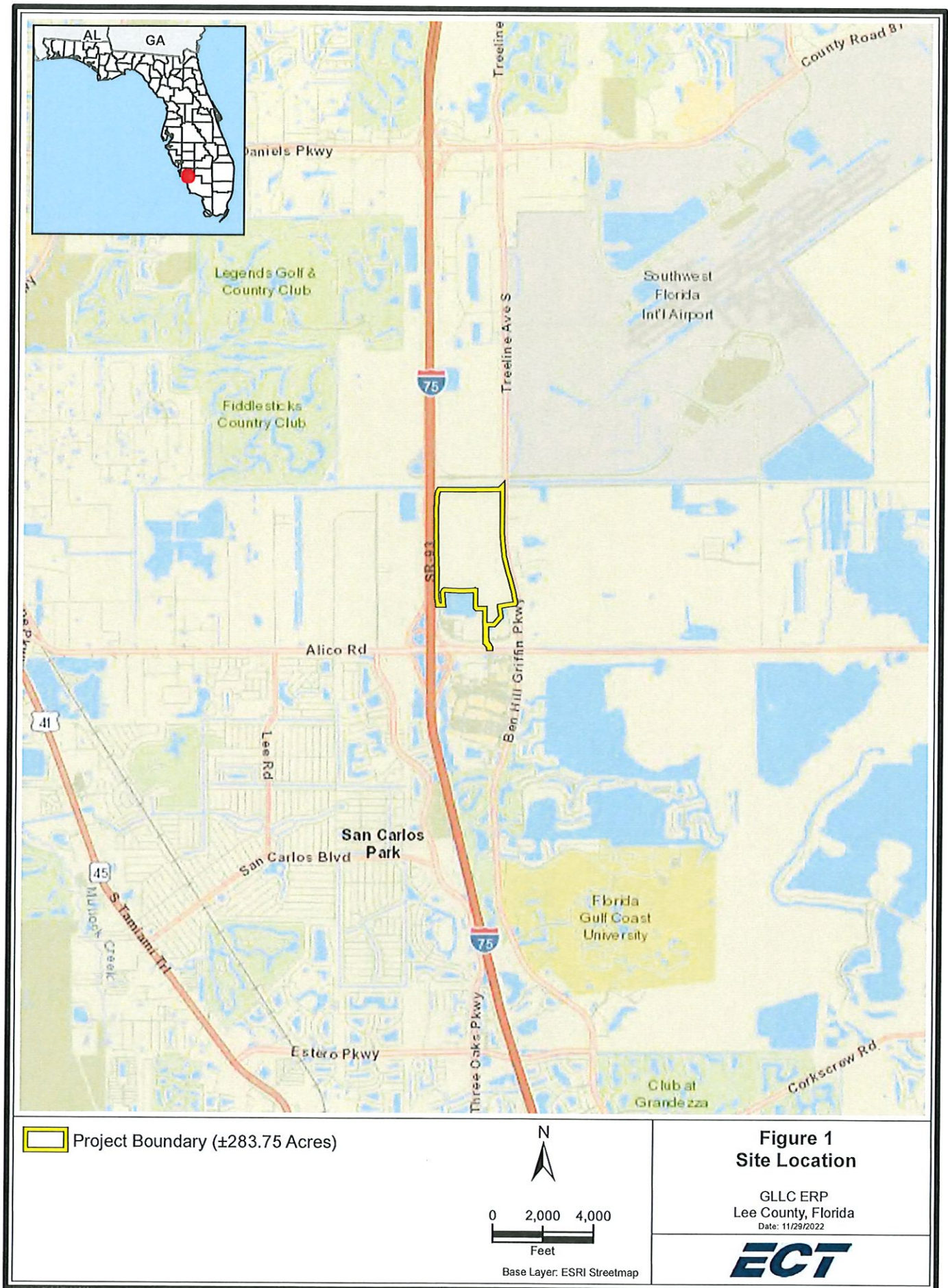
Activity	Date
Staking and Silt Fence Installation	March 30, 2023
Herbicide Treatment/ Mowing	April 15, 2023
Record Conservation Easement	May 15, 2023
Installation of Preserve Area Signage	May 20, 2023
Herbicide Treatment/ Mowing	May 30, 2023
Supplemental Planting	June 1, 2023
Initial Maintenance Activity	July 1, 2023
Time-Zero Monitoring Report	August 15, 2023
Quarterly Maintenance Activity	October 1, 2023
Quarterly Maintenance Activity	January 2, 2024
Quarterly Maintenance Activity	April 1, 2024
Quarterly Maintenance Activity	July 1, 2024
First Annual Monitoring Report	August 15, 2024
Quarterly Maintenance Activity	October 1, 2024
Quarterly Maintenance Activity	January 2, 2025
Quarterly Maintenance Activity	April 1, 2025
Quarterly Maintenance Activity	July 1, 2025
Second Annual Monitoring Report	August 15, 2025
Semi-Annual Maintenance Activity	January 2, 2026
Semi-Annual Maintenance Activity	July 1, 2026
Third Annual Monitoring Report	August 15, 2026
Semi-Annual Maintenance Activity	January 2, 2027
Semi-Annual Maintenance Activity	July 1, 2027
Fourth Annual Monitoring Report	August 15, 2027
Semi-Annual Maintenance Activity	January 2, 2028
Semi-Annual Maintenance Activity	July 1, 2028
Fifth Annual Monitoring Report	August 15, 2028
Final Inspection	October 1, 2028

*Adjustments to the above schedule can be made with SFWMD permit modification approval.

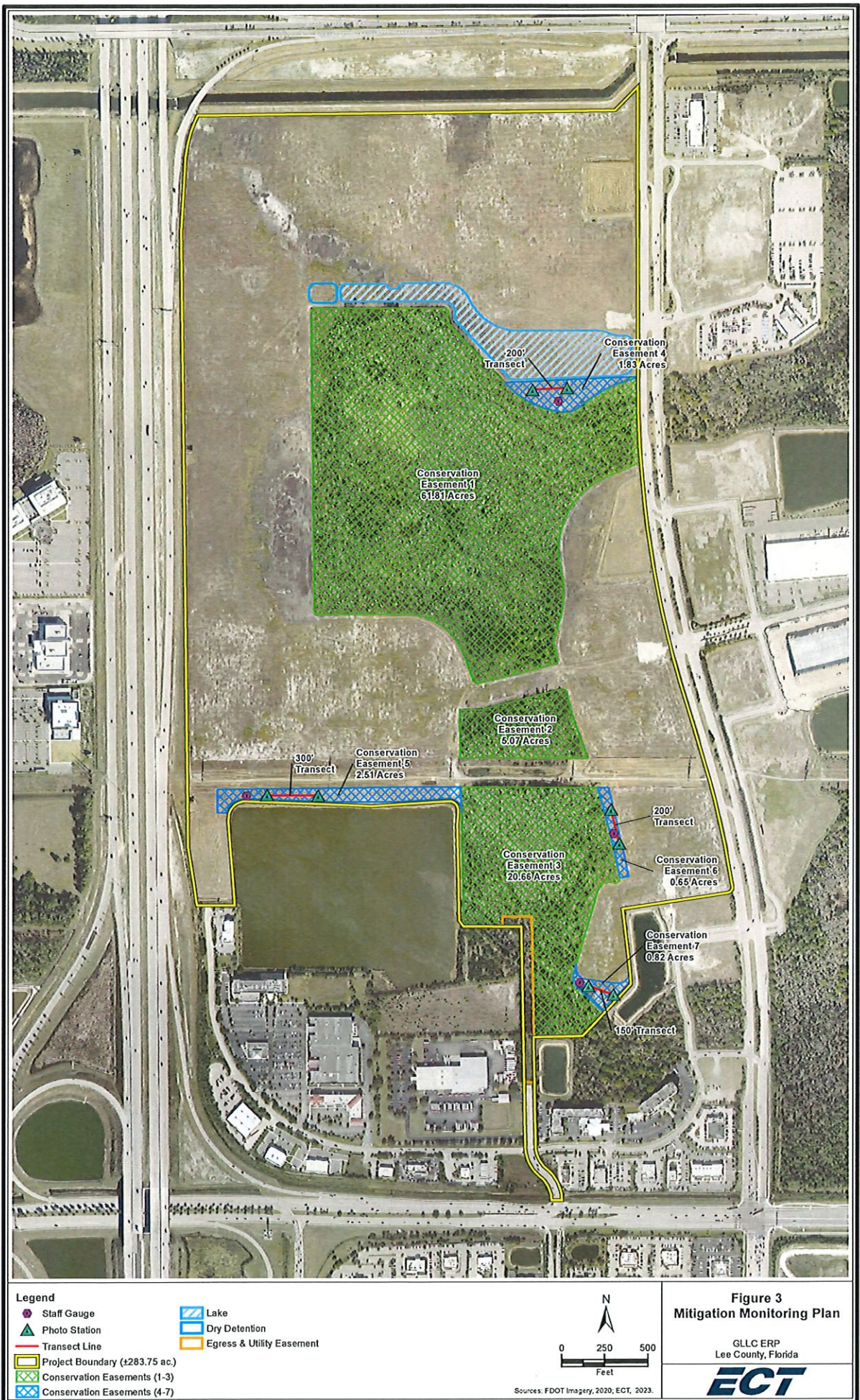


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Figures









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Exhibit A Existing Conservation Easement

INSTR # 2018000069585, Doc Type EAS, Pages 17, Recorded 03/26/2018 at 09:59 AM,
Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee \$146.00 Deputy
Clerk CMASSEY

DEED OF CONSERVATION EASEMENT STANDARD

Prepared by:

Return original or certified recorded document to:

South Florida Water Management District

THIS DEED OF CONSERVATION EASEMENT is given this 19th day of March, 20 18, by Youngquist Brothers Family Holdings, LLC ("Grantor") whose mailing address is 15533 Pine Ridge Road, Fort Myers, FL 33908 to South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Lee County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 36-05415-P ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;



f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

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

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lee County, Florida.



14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Lee County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Youngquist Brothers Family Holdings, LLC ("Grantor") has hereunto set its authorized hand this 19th day of March, 2018.

☐ A Florida corporation or ☒ Florida LLC (choose one)

By: [Signature]

Name: Harvey Youngquist
(Print)

Title: Manager

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]
(Signature)

Name: Gary Flaherty
(Print)

By: [Signature]
(Signature)

Name: Lyke Schultheis
(Print)

STATE OF FLORIDA

COUNTY OF Lee

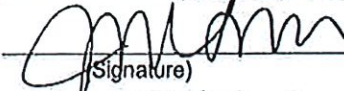
On this 19th day of March, 2018, before me, the undersigned notary public, personally appeared Harvey Youngquist, the person who subscribed to the foregoing instrument, as the Manager (title), of Youngquist Brothers Family Holdings, LLC ☐ (corporation), a Florida corporation, or ☒ Florida LLC (choose one) and acknowledged that he/she executed the same on behalf of said ☐



corporation, or ☒ Florida LLC (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

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

NOTARY PUBLIC, STATE OF FLORIDA


(Signature)
Jessica K. Linn
(Name)



My Commission Expires: 04/16/2018



MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, FineMark National Bank & Trust, the owner and holder of a mortgage dated 05/26/2017, in the original principal amount of \$ 5,250,000.00, given by YBFH Real Estate, LLC ("Grantor") to FineMark National Bank & Trust ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book 2017000122442 at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book 2017000122442, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book 2017000122443, at Page _____, all of the Public Records of Lee County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by YBFH Real Estate, LLC, in favor of South Florida Water Management District applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.



IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

16 day of March, 2018.

By: [Signature]
(Signature)

FineMark National Bank & Trust

(Mortgagee)

Name: Chris Cattl

Title: Vice President
(Print)

WITNESSES:

By: [Signature]
(Signature)

Name: Chris Cattl
(Print)

By: Heather Richardson
(Signature)

Name: Heather Richardson
(Print)

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 16 day of March, 2018, by Chris Cattl (print name), as VP (title) of FineMark Bank (Grantor of Mortgage), on behalf of the [Signature] (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a [Signature] (state) driver's license as identification.

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

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature)

Julie Johnson
(Name)

My Commission Expires: 4/21/21



EXHIBIT A

[LOCATION MAP]



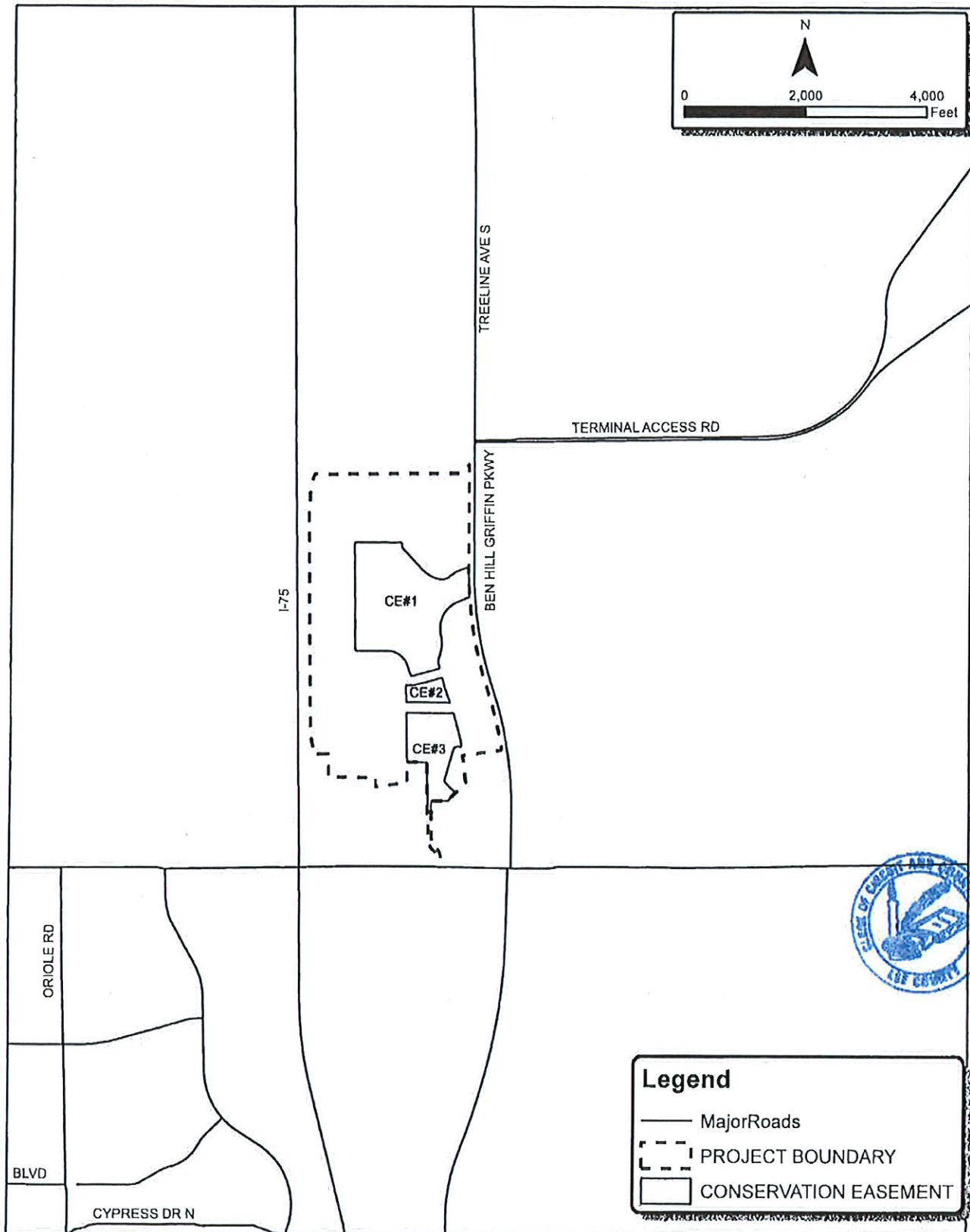


EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]



DESCRIPTION
CONSERVATION EASEMENT NO.1

PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S.01°06'33"E., ALONG THE SECTION LINE, FOR A DISTANCE OF 1,324.56 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE N.90°00'00"E. A DISTANCE OF 203.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104° 28' 39", AND WHOSE CHORD BEARS S.37° 45' 40" E. FOR A DISTANCE OF 39.53 FEET. HAVING AN ARC LENGTH OF 45.59 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG AN ARC OF SAID CURVE HAVING A RADIUS OF RADIUS 75.00 FEET, A CENTRAL ANGLE OF 58°58'05" AND WHOSE CHORD BEARS S.15°00'23"E. FOR A DISTANCE OF 73.83 FEET, ARC DISTANCE BEING 77.19 FEET; THENCE S.43°05' 09"E. FOR A DISTANCE OF 454.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE EASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 41°08' 53", AND WHOSE CHORD BEARS S.63°39'36"E. FOR A DISTANCE OF 368.99 FEET, ARC LENGTH BEING 377.04 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 155.53 FEET, A CENTRAL ANGLE OF 41° 23' 05", AND WHOSE CHORD BEARS N.70°05'11" E, FOR A DISTANCE OF 109.91 FEET, ARC LENGTH BEING 112.34 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AN ARC OF SAID CURVE, HAVING A RADIUS 713.65 FEET, A CENTRAL ANGLE OF 23°08'08", AND WHOSE CHORD BEARS N.60°57'42"E. FOR A DISTANCE OF 286.21 FEET, ARC LENGTH BEING 288.17 FEET; THENCE N.72°31'46"E. FOR A DISTANCE OF 86.42 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY (150 FEET WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 2 COURSES; S.00°04'06"E. FOR A DISTANCE OF 59.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 6,071.62 FEET, A CENTRAL ANGLE OF 04°02'25", AND WHOSE CHORD BEARS S.02°05'19"E. FOR A DISTANCE OF 428.07 FEET, HAVING AN ARC LENGTH OF 428.16 FEET; THENCE S.66°09'01"W., DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY FOR A DISTANCE OF 230.69 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 452.01 FEET, A CENTRAL ANGLE OF 76°54'14" AND WHOSE CHORD BEARS S.27°32'52"W., FOR A DISTANCE OF 562.17 FEET, ARC LENGTH BEING 606.70 FEET; THENCE S.10°59'36"E. FOR A DISTANCE OF 34.94 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 573.33 FEET, A CENTRAL ANGLE OF 27°12'10", AND WHOSE CHORD BEARS S.00°28'11"W, FOR A DISTANCE OF 269.66 FEET, ARC LENGTH BEING 272.21 FEET; THENCE RUN S.15°39'02"W. FOR A DISTANCE OF 133.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE SOUTHERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 30°01'18" AND WHOSE CHORD BEARS S.00°38'23"W. FOR A DISTANCE OF 38.85 FEET, ARC LENGTH BEING 39.39 FOR A DISTANCE OF 39.30 FEET; THENCE S.14°22'16"E. FOR A DISTANCE OF 75.17 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF RADIUS 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND WHOSE CHORD BEARS S.30°37'44"W, FOR A DISTANCE OF 35.36 FEET, ARC LENGTH BEING 39.27 FEET; THENCE S.75°37'44"W. FOR A DISTANCE OF 447.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°29'06", AND WHOSE CHORD BEARS N.62°07'43"W FOR A DISTANCE OF 33.61 FEET, ARC LENGTH BEING 36.86 FEET; THENCE N.19°53'10"W. FOR A DISTANCE OF 161.31 FEET TO BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 70°06'50", AND WHOSE CHORD BEARS N.54°56'35"W, FOR A DISTANCE OF 402.07 FEET, ARC LENGTH BEING 428.30 FEET; THENCE S.90°00'00"W. FOR A DISTANCE OF 505.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°20'50", AND WHOSE CHORD BEARS N.45°19'35"W. FOR A DISTANCE OF 35.15 FEET, ARC LENGTH BEING 38.99 FEET; THENCE N.0°39'10"W. FOR A DISTANCE OF 1,712.19 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°39' 10", AND WHOSE CHORD BEARS N.44°40'25"E. FOR A DISTANCE OF 35.56 FEET, ARC LENGTH BEING 39.55 FEET; THENCE N.90°00'00"E. FOR A DISTANCE OF 534.69 FEET TO THE SAID POINT-OF-BEGINNING OF THIS DESCRIPTION.

PARCEL CONTAINS 2,692,518 SQUARE FEET OR 61.81 ACRES, MORE OR LESS,

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST-QUARTER (NW-1/4) OF SECTION 2, TOWNSHIP 46 SOUTH, RANGE 25 EAST TO BEAR S.01°06'33"E.

PREPARED BY

MARK A. HATFIELD, P.S.M.
 FLORIDA CERTIFICATE NO. 4155

DATE

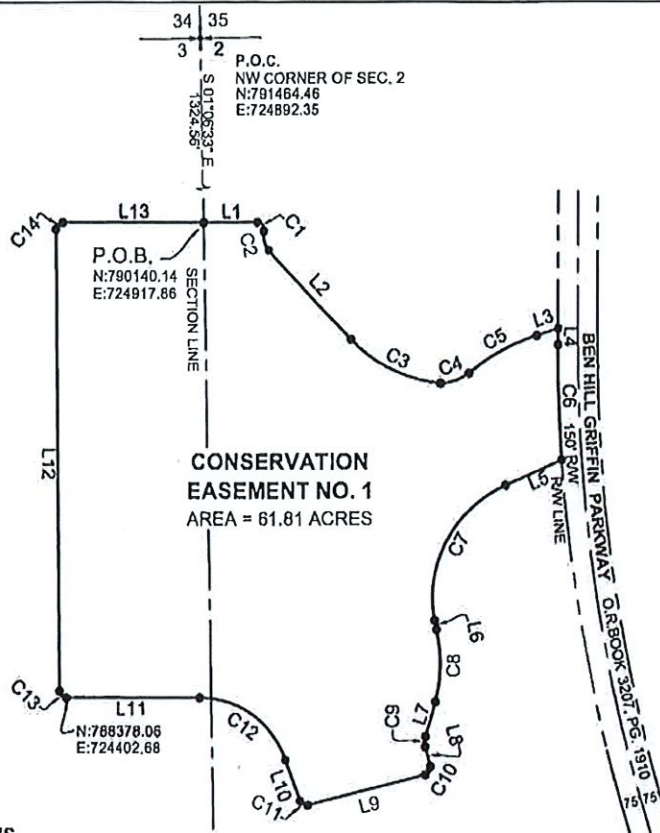


VOA PROJECT 17037
CHECKED BY MAH
DATE 3-23-18
SHEET 1 OF 2

DESCRIPTION DRAWING
 PARCEL OF LAND LYING IN
 SECTIONS 2 AND 3, TOWNSHIP 46
 SOUTH, RANGE 25 EAST, LEE
 COUNTY, FLORIDA
CONSERVATION EASEMENT NO. 1



Fort Myers
 Tallahassee
 Destin
 2511 Cleveland Avenue
 Fort Myers, Florida 33901
 (941) 331-3400
 Fax: (941) 331-0064
 Toll Free: 800-351-9541

**ABBREVIATIONS**

- C1 = CURVE DESIGNATION
 C.A. = CENTRAL ANGLE
 C.B. = CHORD BEARING
 CHD = CHORD LENGTH
 C/L = CENTERLINE
 INST. = INSTRUMENT
 L1 = LINE DESIGNATION
 LB = LICENSED BUSINESS
 NO. = NUMBER
 OR = OFFICIAL RECORDS
 PG. = PAGE
 PERP. = PERPETUAL
 P.B. = PLAT BOOK
 POB = POINT-OF-BEGINNING
 POC = POINT-OF-COMMENCEMENT
 RW = RIGHT OF WAY
 RAD. = RADIUS
 SEC. = SECTION
 SQ.FT. = SQUARE FEET
 S.R. = STATE ROAD

CURVE DATA TABLE

CURVE	RAD.	C.A.	CHD BRG	CHORD	ARC
C1	25.00'	104°28'39"	S 37°45'40" E	39.63'	45.59'
C2	75.00'	58°58'05"	S 15°00'23" E	73.83'	77.19'
C3	525.00'	41°08'53"	S 63°39'36" E	368.99'	377.04'
C4	155.53'	41°23'05"	N 70°05'11" E	109.91'	112.34'
C5	713.65'	23°08'08"	N 60°57'42" E	286.21'	288.17'
C6	6071.62'	4°02'25"	S 02°05'19" E	428.07'	428.16'
C7	452.01'	76°54'14"	S 27°32'52" W	562.17'	606.70'
C8	573.33'	27°12'10"	S 00°28'11" W	269.66'	272.21'
C9	75.00'	30°01'18"	S 00°38'23" W	38.85'	39.30'
C10	25.00'	90°00'00"	S 30°37'44" W	35.36'	39.27'
C11	25.00'	84°29'06"	N 62°07'43" W	33.61'	36.86'
C12	350.00'	70°08'50"	N 54°56'35" W	402.07'	428.30'
C13	25.00'	89°20'50"	N 45°19'35" W	35.15'	38.99'
C14	25.00'	90°39'10"	N 44°40'25" E	35.56'	39.55'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 90°00'00" E	203.64'
L2	S 43°05'09" E	454.09'
L3	N 72°31'46" E	86.42'
L4	S 00°04'08" E	59.63'
L5	S 66°09'01" W	230.69'
L6	S 10°59'36" E	34.94'
L7	S 15°39'02" W	133.55'
L8	S 14°22'16" E	75.17'
L9	S 75°37'44" W	447.42'
L10	N 19°53'10" W	161.31'
L11	S 90°00'00" W	505.22'
L12	N 00°39'10" W	1712.19'
L13	N 90°00'00" E	534.69'

SURVEYOR'S NOTES:

1. THE DESCRIPTION SHOWN HEREON BASED ON DESCRIPTIONS RECORDED IN CLERK'S INSTRUMENT NO. 2005000140667, LEE COUNTY PUBLIC RECORDS.
 COORDINATES SHOWN HEREON BASED ON FLORIDA GRID, WEST ZONE, NAD 83/90.
 SKETCH PREPARED IN ACCORDANCE WITH THE STATE OF FLORIDA'S STANDARDS OF PRACTICE FOR SURVEYING, RULE 5J-17 F.A.C.
 ORIENTATION BASED ON THE WEST LINE OF SECTION 2, T.48 S., R. 25 E. AS BEARING S 01°08'33" E.
 UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER, AND ALL SHEETS ARE INCLUDED, THIS MAP IS NOT VALID.

VSA PROJECT:
 17037
 CHECKED BY: MAH
 DATE: 3-23-18
 SHEET: 2 OF 2

DESCRIPTION DRAWING
 PARCEL OF LAND LYING IN
 SECTIONS 2 AND 3, TOWNSHIP 46
 SOUTH, RANGE 25 EAST, LEE
 COUNTY, FLORIDA
CONSERVATION EASEMENT NO. 1

MORRIS DEPEW
 ENGINEERS & PLANNERS • SURVEYORS
 LANDSCAPE ARCHITECTS
 FL CA NO. 6552 / FL CERT NO. LB0251 / LC28000000

• Fort Myers
 • Tallahassee
 • Destin
 2914 Greenfield Avenue
 Fort Myers, Florida 33901
 (941) 337-3800
 Fax (941) 337-3894
 Toll Free 866-337-7111

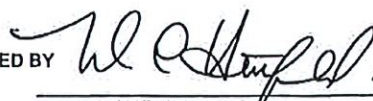


DESCRIPTION**CONSERVATION EASEMENT NO.2**

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N.01°03'25"W., ALONG THE SECTION LINE, A DISTANCE OF 2,647.96 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 2; THENCE N.0°06'33"W. ALONG THE SECTION LINE, A DISTANCE OF 261.42 FEET; THENCE N.88°53'27"E. A DISTANCE OF 249.98 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE S.89°42'51"E. A DISTANCE OF 121.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE RUN NORTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 14°39'25", AND WHOSE CHORD BEARS N.82°57'27"E. A DISTANCE OF 6.38 FEET, HAVING AN ARC LENGTH OF 6.40 FEET; THENCE N.75°37'44"E. FOR A DISTANCE OF 470.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND WHOSE CHORD BEARS S.59°22'16"E. A DISTANCE OF 35.36 FEET, HAVING AN ARC LENGTH OF 39.27 FEET; THENCE S.14°22'16"E. FOR A DISTANCE OF 77.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 1320.00 FEET, A CENTRAL ANGLE OF 06°57'08", AND WHOSE CHORD BEARS S.17°50'50"E. A DISTANCE OF 160.07 FEET, HAVING AN ARC LENGTH OF 160.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 4774.76 FEET, A CENTRAL ANGLE OF 01°55'40", AND WHOSE CHORD BEARS S.20°21'34"E. A DISTANCE OF 160.65 FEET, HAVING AN ARC LENGTH OF 160.65 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF A 170 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 876, PAGE 610, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.89°43'07"W. ALONG SAID NORTHERLY EASEMENT LINE FOR A DISTANCE OF 732.26 FEET; THENCE N.01°04'36"W. A DISTANCE OF 275.40 FEET TO THE SAID POINT-OF-BEGINNING OF THIS DESCRIPTION.
PARCEL CONTAINS 220,792 SQUARE FEET OR 5.07 ACRES, MORE OR LESS.

BEARINGS BASED ON THE WEST LINE OF THE SOUTHWEST-QUARTER (SW-1/4) OF SECTION 2, TOWNSHIP 46 SOUTH, RANGE 25 EAST AS BEARING N.01°06'33"W.

PREPARED BY

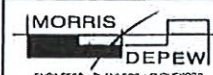


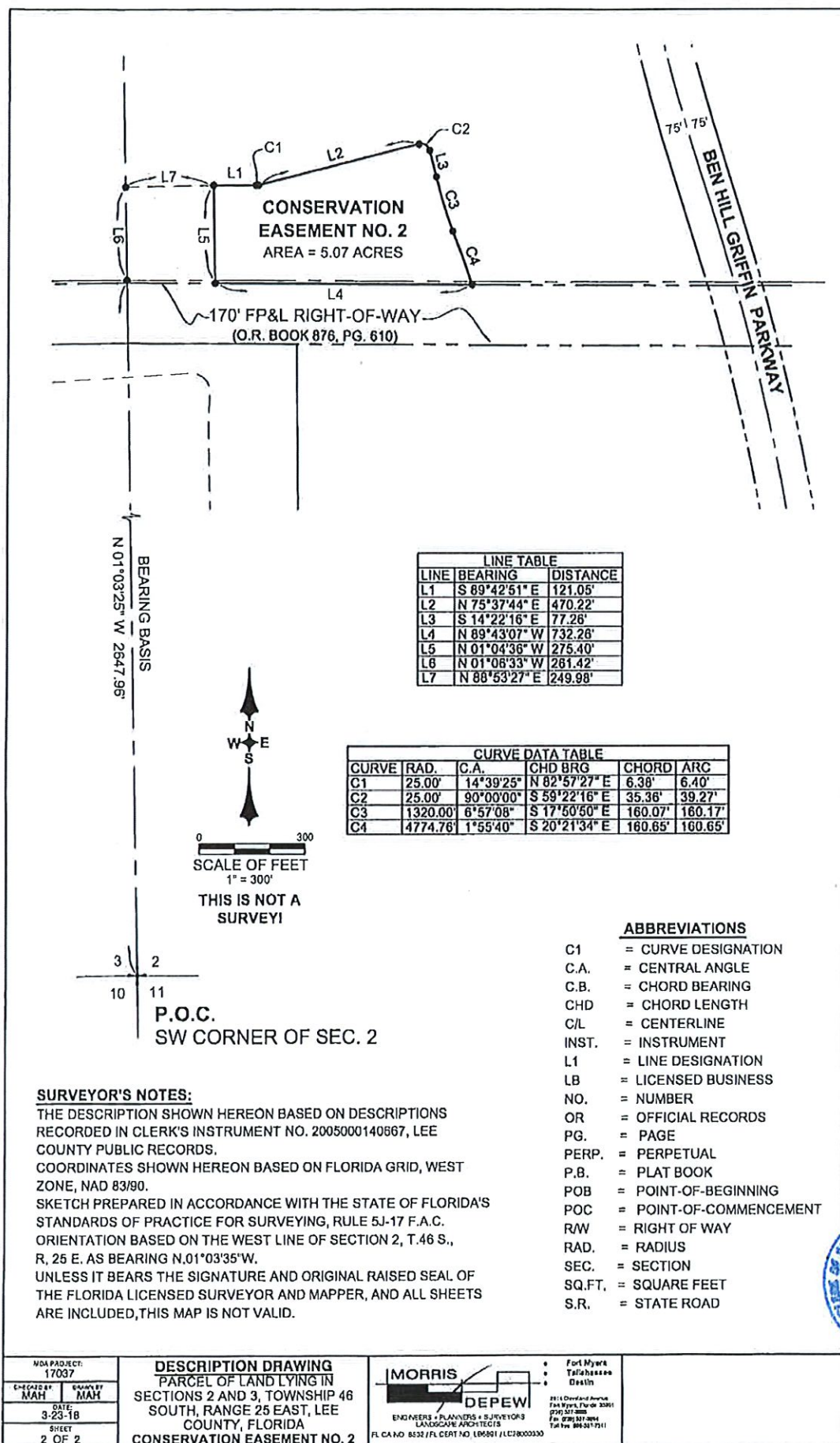
3-26-18

MARK A. HATFIELD, P.S.M.
FLORIDA CERTIFICATE NO. 4155

DATE



MDA PROJECT: 17037	DESCRIPTION DRAWING PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA CONSERVATION EASEMENT NO. 2	 MORRIS DEPEU ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS FL. C.A.N.O. 6332 / FL. CERT. NO. LB5691 / LC26000330	Fort Myers Tallahassee Destin 2114 Sherford Avenue Fort Myers, Florida 33901 (941) 337-7000 Fax (941) 337-7004 Toll Free 866-337-7341
CHECKED BY MAH	DRAWN BY MAH		
DATE 3-23-18			
SHEET 1 OF 2			



DESCRIPTION
CONSERVATION EASEMENT NO.3

PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N.01°03'25"W, ALONG THE SECTION LINE, FOR A DISTANCE OF 2,469.99 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF A 170 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 876, PAGE 610, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.89°43'07"E. ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 249.96 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE S.89°43'07"E., CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 785.44 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 4774.76 FEET, A CENTRAL ANGLE OF 06°25'56", AND WHOSE CHORD BEARS S.14°01'37"E. A DISTANCE OF 535.75 FEET, HAVING AN ARC LENGTH OF 536.04 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 120°16'11", AND WHOSE CHORD BEARS S.49°19'27"W. A DISTANCE OF 43.36 FEET, HAVING AN ARC LENGTH OF 52.48 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT; THENCE RUN SOUTHWESTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 93°12'11", AND WHOSE CHORD BEARS S.62°51'27"W. A DISTANCE OF 108.99 FEET, HAVING AN ARC LENGTH OF 122.00 FEET; THENCE S.16°15'21"W. FOR A DISTANCE OF 495.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 63°03'37", AND WHOSE CHORD BEARS S.15°16'27"E. A DISTANCE OF 78.44 FEET, HAVING AN ARC LENGTH OF 82.55 FEET; THENCE S.46°48'15"E. FOR A DISTANCE OF 217.86 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 3522, PAGE 3430, SAID PUBLIC RECORDS OF LEE COUNTY; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PARCEL FOR THE NEXT TWO COURSES; S.43°12'27"W. A DISTANCE OF 184.37 FEET; THENCE RUN S.88°56'07"W. A DISTANCE OF 283.60 FEET; THENCE S.01°04'35"E. LEAVING SAID BOUNDARY, FOR A DISTANCE OF 186.62 FEET; THENCE S.88°55'25"W. A DISTANCE OF 60.00 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2195, PAGE 4279, SAID PUBLIC RECORDS OF LEE COUNTY; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PARCEL FOR THE NEXT THREE COURSES, N.01°04'35"W. FOR A DISTANCE OF 187.30 FEET; THENCE N.01°04'13"W. A DISTANCE OF 635.96 FEET; THENCE N.89°42'18"W. FOR A DISTANCE OF 329.49 FEET; THENCE N.01°04'60"W., LEAVING SAID BOUNDARY, A DISTANCE OF 804.43 FEET TO THE SAID POINT-OF-BEGINNING OF THIS DESCRIPTION. PARCEL CONTAINS 900,179 SQUARE FEET OR 20.67 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE WEST LINE OF THE SOUTHWEST-QUARTER OF SECTION 2, TOWNSHIP 46 SOUTH, RANGE 25 EAST AS BEARING N.01°03'25"W.

PREPARED BY

Mark A. Hatfield 3-26-18

MARK A. HATFIELD, P.S.M.
 FLORIDA CERTIFICATE NO. 4155

DATE



MDA PROJECT: 17037	DESCRIPTION DRAWING	MORRIS	Fort Myers Tallahassee Destin
CHECKED BY: MAH	PARCEL OF LAND LYING IN	DEPEW	791 Cleveland Avenue Fort Myers, Florida 33901 (941) 337-8000 Fax (941) 337-8004 Toll Free 800-327-7541
DATE 3-23-18	SECTIONS 2 AND 3, TOWNSHIP 46	ENGINEERS • PLANNERS • SURVEYORS	
SHEET 1 OF 2	SOUTH, RANGE 25 EAST, LEE	LANDSCAPE ARCHITECTS	
	COUNTY, FLORIDA	FL CA NO. 8532 / FL CMT NO. 1295581 / LC26000333	
	CONSERVATION EASEMENT NO. 3		

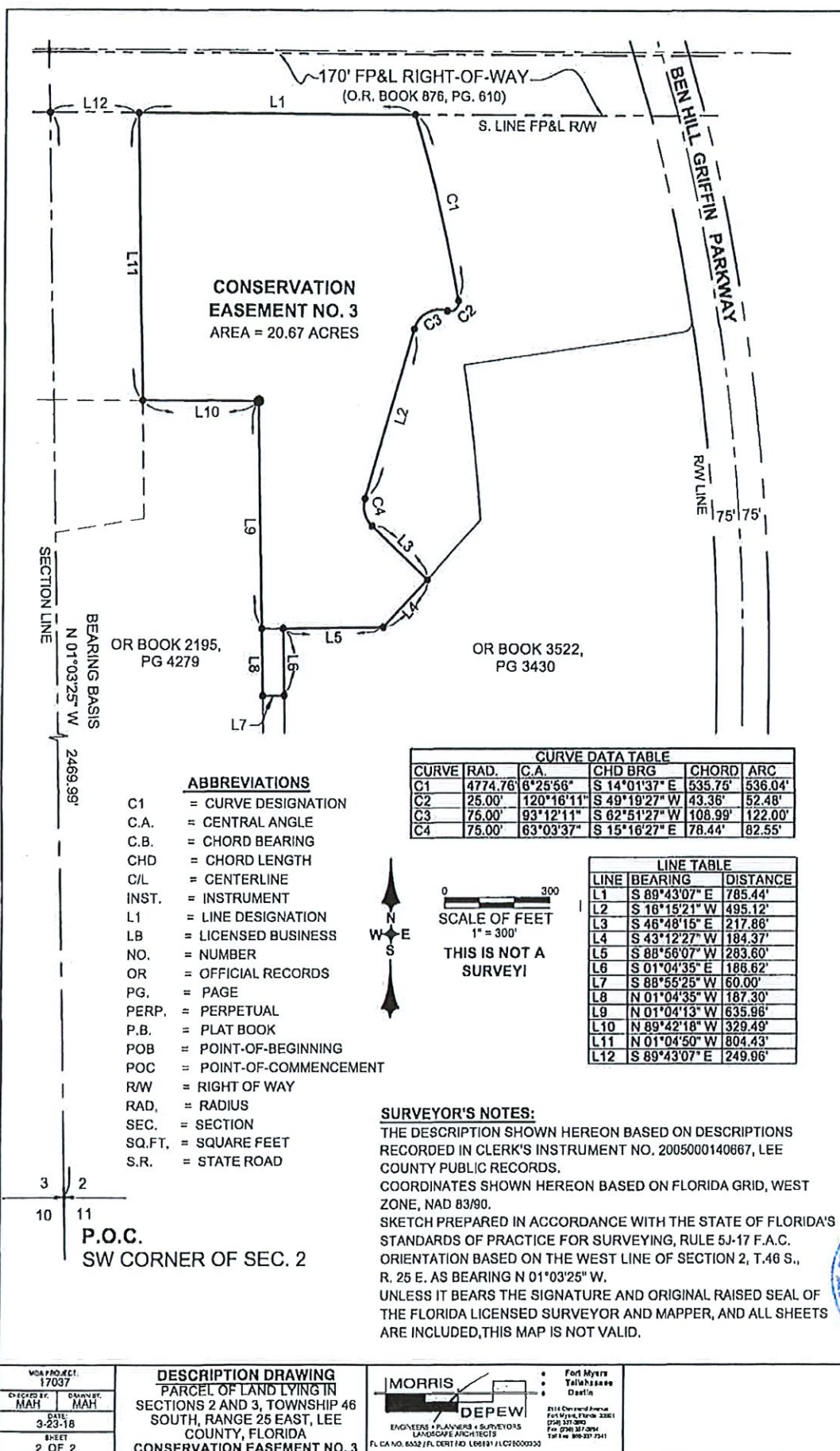


EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]



I CERTIFY THIS DOCUMENT TO BE A
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE
LINDA DOGGETT, CLERK OF CIRCUIT COURT,
STATE OF FLORIDA, COUNTY OF LEE

☐ REDACTED COPY PER F.S. 119.071

BY: Lisa Casposito
DATED: _____ Deputy Clerk

OCT 31 2018

Reset Form Save & Print



Butters Group
Gulf Landings Logistics Center
SFWMD Conservation Area Management Plan

Exhibit B Example Conservation Area Sign

