

Return this instrument to:  
Thomas B. Hart, Esquire  
Knott Ebelini Hart  
1625 Hendry Street, Suite 301  
Fort Myers, FL 33901

**SETTLEMENT, RELEASE AND RESTRICTIVE COVENANT  
AGREEMENT**

**SETTLEMENT, RELEASE AND RESTRICTIVE COVENANT  
AGREEMENT**

**THIS SETTLEMENT, RELEASE AND RESTRICTIVE COVENANT AGREEMENT** (“Agreement”) is made, entered into and effective this 27<sup>th</sup> day of June, 2019 by and between WCI Communities, LLC (“WCI”) and Pelican Landing Community Association, Inc. (“PLCA”), a Florida not-for-profit corporation. WCI and PLCA are collectively referred to herein as the “parties.” The rights and obligations herein shall inure to and be obligations of the parties’ successors and assigns.

**RECITALS**

**WHEREAS**, a dispute arose among the parties which includes, without limitation, those allegations raised in the complaints and crossclaims in the case styled *Residents for a Better Community Inc. and Barbra Craig vs. WCI Communities, Inc. and WCI Communities, LLC*, Case No. 2016-CA-000572 (G), pending in the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida (hereinafter the “Lawsuit”).

**WHEREAS**, WCI, PLCA and Pelican Landing Golf Resort Ventures Limited Partnership, among other parties, executed that certain Restrictive Covenant Agreement dated April 17, 2014 and recorded as Instrument No. 2014000221909 in the Official records of the Lee County, Florida Clerk of Circuit Court (the “2014 Covenants”).

**WHEREAS**, WCI previously conveyed to PLCA, to living unit owners and/or to others, certain real property located in Lee County, Florida, located west of Highway 41 and south of Coconut Road which property consists of portions of the Pelican Landing and Colony communities within the existing gates of the Pelican Landing and Colony communities and subject to the Declaration (collectively, the “Pelican Landing Community”).

**WHEREAS**, the Pelican Landing Community includes a beach park, which beach park is legally described in Exhibit B attached to the 2014 Covenants (the “Beach Park”) and which has been designated as General Common Areas of the Pelican Landing Community.

**WHEREAS**, the parties seek to settle, release and satisfy all claims they may have against each other which were or could have been raised in

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the Lawsuit, whether relating to the Beach Park (as defined in the 2014 Covenants), Raptor Bay Properties (as defined in the 2014 Covenants), WCI, PLCA, the Declaration or otherwise, and affirm the 2014 Covenants as modified by this Agreement;

**WHEREAS**, the parties to this Agreement have determined to settle and compromise all claims between and among them, including but not limited to those raised in the Lawsuit, in order to avoid the expense and burden of protracted litigation;

**WHEREAS**, the parties desire to reduce their final settlement to writing so that it shall be binding on the parties hereto, as well as their officers, directors, affiliates, successors and assigns.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants, promises and consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with the intent to be legally bound, WCI and PLCA hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference as if fully restated. All terms not defined herein shall have the same meaning as included in the 2014 Covenants or, if not defined therein, in the Declaration. All terms not defined herein, in the 2014 Covenants or in the Declaration shall have their ordinary meaning.

2. Dismissal With Prejudice of Lawsuit. PLCA, through its counsel, shall at the closing of this Agreement execute the Stipulation for Dismissal With Prejudice attached hereto as Exhibit A, agreeing to a dismissal of the Lawsuit, including all cross-claims raised by PLCA, with each party to bear its own fees and costs. Such dismissal with prejudice of PLCA's cross-claim against WCI shall have no effect on WCI's claim to fees and costs from Plaintiffs Barbara Craig and Residents for a Better Community, and Plaintiffs' counsel, Jason Himschoot. PLCA will take no action to impede WCI's recovery of fees and costs from Plaintiffs and

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Plaintiffs' counsel. WCI, through its counsel, shall execute and file the Stipulation for Dismissal With Prejudice attached hereto as Exhibit A within five (5) days from the closing of this Agreement.

3. Affirmation of 2014 Covenants. Except as expressly set forth in this Agreement, WCI and PLCA affirm the 2014 Covenants as a continuing agreement among the parties thereto and binding upon and inuring to the benefit of the properties described therein.

4. Waiver of Right to Annex Raptor Bay Properties. Except as otherwise expressly provided herein, and notwithstanding any provision or claimed right in the Declaration or any amendment thereto, or any other PLCA governing document, or any other provision or right including those related to the Development of Regional Impact, neither WCI, the Declarant nor any of their successors, assigns or affiliates, including the Raptor Bay Developer, shall have any right or interest now or in the future, and will not attempt, to subject any part of the Raptor Bay Properties, or any other properties located outside of the current Pelican Landing Community, to the scope, rights or jurisdiction of the Declaration and/or the rights or jurisdiction of the PLCA. Notwithstanding the foregoing, nothing in this Agreement, other than section 7 hereof, shall be construed to limit the right of WCI to subject WCI's current and future development of property within the Colony to the scope, rights or jurisdiction of the Declaration and/or the rights or jurisdiction of the PLCA.

5. Agreement Regarding the 2014 Covenants. The parties hereto agree:

(a) WCI shall have the unfettered right, in its sole discretion, to grant two hundred fifty (250) Raptor Bay Units the right to use the Beach Park Facilities and become members of the PLCA for the purposes set forth in the 2014 Covenants. Such rights shall attach to bona fide residential living units, which include but are not limited to any residence whether located on a single residence home site or multi-family tower or other building, and such rights, once assigned to a Unit, shall not be pooled or exchangeable with, or transferable to, other Raptor Bay Units or owners except upon bona fide sale or lease of the Unit. No Raptor Bay owner shall have any rights, by virtue of his ownership of a Raptor Bay Unit, to the use of, or access to, Pelican Landing Community Common Area or amenities, except to the Beach Park Facilities to the extent provided in the 2014

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Covenants as amended by this Agreement. The term “Beach Park Facilities” as used in this Agreement means the Beach Park and all other PLCA property and improvements located on, upon, about or connected to the use of the Beach Park to the extent necessary or desirable for a user’s access to and full enjoyment of the beach rights granted herein, including without limitation, the PLCA beach parking area, beach shuttle bus and boats, docks, and the Beach Park.

(b) Capital Contribution. Following recordation of the Supplemental Declaration (as defined in the 2014 Covenants, such Supplemental Declaration being hereinafter referred to as the “Raptor Bay Supplemental Declaration”), at the closing of a sale of a Raptor Bay Unit with beach rights from WCI to a third party purchaser, the third party purchaser of such Raptor Bay Unit with beach rights will pay to PLCA an initial capital contribution of One Thousand Five Hundred Dollars and zero cents (\$1,500.00). In the event a Raptor Bay Unit with beach rights is subsequently re-sold, at the closing of a resale of a Raptor Bay Unit with beach rights, the third party purchaser of such Raptor Bay Unit with beach rights will pay to PLCA a capital contribution of One Thousand Five Hundred Dollars and zero cents (\$1,500.00).

(c) Raptor Bay Users with beach rights shall only include individuals residing in the Raptor Bay Units who are a bona fide residential owner of a residential living unit, which include but are not limited to any residence whether located on a single residence home site or multi-family tower or other building, and their family members and non-paying guests and lessees and such lessee’s non-paying guests. In the case of Raptor Bay Units with beach rights owned by an entity, the owner of each Unit with beach rights may designate up to two people and their families to exercise the beach rights for that unit. The designation of such persons may be changed with notice to the PLCA. For purposes of this Section, the term “family” shall mean (i) persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: spouses, children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews, or, (ii) two single unrelated persons and persons related to them in the degrees of kinship described in subsection (i) above. With regard to lessees of Raptor Bay Units with beach rights, such lessees and lessee’s non-paying guests shall be Raptor Bay Users with beach rights so long as the Raptor Bay Unit they lease has not been leased more than four (4) times in the

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calendar year and the lease is for at least thirty (30) days. PLCA shall count the year in which a lease term commences when determining in which year the lease occurs.

(d) Upon recordation of the Raptor Bay Supplemental Declaration (as defined in the 2014 Covenants) as to each Raptor Bay Unit with beach rights, and pursuant to Section 2(a) of Article III of the Declaration, each Raptor Bay Unit with beach rights shall be entitled to one vote in the PLCA for the election of a Director from Voting Group 9, but for no other purpose. Raptor Bay Properties shall constitute a Neighborhood, and votes of each Raptor Bay Unit with beach rights shall be exercised by the Voting Member of such Neighborhood, under such guidelines and requirements as shall be set forth in the Raptor Bay Declaration. The parties acknowledge that Article III, Section 2(a)(i) of the Declaration provides that each Raptor Bay Unit with beach rights shall have one (1) vote in the PLCA; however the parties further agree that the voting rights of Raptor Bay Users with beach rights shall be limited to the election of a PLCA director from Voting Group 9. Pursuant to the Voting Group Designation Supplemental Declaration recorded on July 25, 2016 as Exhibit A of Instrument Number 2016000156611, the Raptor Bay Units with beach rights shall be part of the Hotel/Conference Center Property Voting Group (“Voting Group 9”).

(e) PLCA Declaration Inapplicability to Raptor Bay Properties.

(i) Notwithstanding that after the recordation of the Raptor Bay Supplemental Declaration the Raptor Bay Users shall have beach rights the same as PLCA Class A members, except as expressly set forth in this Agreement, PLCA shall have no authority or power of any kind under the Declaration, Articles, Bylaws or rules and regulations with respect to the use, operation, development, maintenance or construction of the Raptor Bay Properties or with respect to the levy of charges or assessments against the Raptor Bay Properties. Further, the provisions of Articles XI (Architecture) and XII (Use Restrictions) of the Declaration shall not apply to the Raptor Bay Properties.

(ii) PLCA shall, however, have the authority and power (A) to maintain, promulgate and enforce its governing documents, rules and amendments thereto respecting the use of and conduct on and in connection with the Beach Park Facilities in respect to Raptor Bay Units

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with beach rights and the Raptor Bay Owners thereof (and their guests or renters), to the same, no lesser and no greater, extent than those applicable to PLCA Class A members, and (B) to levy assessments in respects to the costs (operating, capital improvements and replacements) of the Beach Park Facilities as provided in the 2014 Covenants, section 2(d) and (e). The parties agree that this paragraph amends section 2(e) of the 2014 Covenants to redefine the "Raptor Bay Use Percentage" to mean the percentage of users of the Beach Park Facilities, as defined herein, and to include capital expenditures for any new facilities which may be purchased to enhance the Beach Park Facilities. Notwithstanding any of the foregoing, in no event shall any Raptor Bay Unit with beach rights be responsible for any portion of any capital improvement expenditure which was incurred prior to the Raptor Bay Unit becoming a Raptor Bay Unit with beach rights.

(f) WCI agrees to incorporate the provisions of this Agreement into the Raptor Bay Supplemental Declaration.

6. Conflicts Between Provisions. In the event of any conflict between the provisions of the 2014 Covenants or the Declaration and the provisions of this Agreement, the provisions of this Agreement shall control, and the parties hereto warrant and agree that the obligations and limitations on the parties in respect to this Agreement shall not be in any way impaired by any claim that all parties to the 2014 Covenants are not parties to this Agreement, nor by any purported termination or amendment to the 2014 Covenants unless agreed to in writing by the parties to this Agreement.

7. Annexation Into Pelican Landing Community. WCI agrees that from the date of this Agreement it will not construct more than 200 additional living units within the current Pelican Landing Community. The parties agree that the provisions of this paragraph shall run with the land and bind the property described in Exhibit C, attached hereto (the Colony).

8. Covenants Running With the Land. The covenants, easements, conditions, restrictions and other provisions under this Agreement related to the use of the Beach Park Facilities shall run with the land and bind the property described in Exhibits A and B to the 2014 Covenant and shall inure to the benefit and be enforceable by WCI (for so long as it owns Raptor Bay Units or any of the Raptor Bay Properties) and the Raptor Bay Association and PLCA for a term of thirty (30) years from the date this Agreement is recorded, after which time these provisions shall be automatically extended

for successive periods of ten (10) years. All terms, conditions, covenants, easements or obligations of this Agreement will be binding upon and inure to the benefit of the parties and to their respective designees, successors and/or assigns.

9. Name and Trademark. WCI agrees to give PLCA permission to use the Name and Trademark Pelican Landing (with Pelican logo) for its association purposes and, subject to the specific approval of WCI after Notice, to allow PLCA to enforce, at no cost to WCI, its rights to protect against the improper use of the name and Trademark by third parties, as more fully set forth in the attached Exhibit B.

10. Voting Groups. WCI agrees that in light of the restrictions contained herein and in the 2014 Covenant, it will not exercise any right it may have to enlarge the PLCA Board of Directors or to change the Voting Groups established by WCI in 2016.

11. Ratification of Declaration. Except as expressly stated herein, all other agreements, including the Declaration and all recorded Supplements and Amendments thereto, are not modified, amended or affected by this Agreement, and the parties hereto acknowledge and agree that the same are valid, binding and enforceable. Except as otherwise expressly provided herein, the terms and conditions of the Declaration are herein incorporated by reference, ratified, affirmed and restated and shall, except as hereby modified, in all respects remain in full force and effect.

12. Releases:

(a) PLCA hereby fully releases, acquits, satisfies and forever discharges WCI and all of its heirs, representatives, employees, officers, directors, affiliates, successors, assigns, members, parent companies and attorneys (collectively "WCI Released Parties") from and against all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, addenda, assignments, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, executions, claims, demands, strict liability, thefts, breaches of duties, negligence, personal injuries, warranties, representations, product liability, deceptive trade practices, violations of state and federal law, claims and demands whatsoever, in law or in equity, which PLCA ever had or now has against the WCI Released Parties in

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respect to any matter, including but not limited to, the subject matter of the Lawsuit, any claim which could have been raised in the Lawsuit, or any matter respecting annexation of lands or living units which might be annexed into the PLCA Pelican Landing Community.

Note: This release is not in any manner a release by the Colony Foundation or any Colony living unit owner or Colony neighborhood association of any claims relating only to the Colony (and not PLCA generally), including but not limited to turnover claims, to the extent any such claims exist, against WCI or any of its successors, assigns, officers, directors, employees, service providers, affiliates, contractors or any of their insurers or attorneys. Notwithstanding the foregoing, neither the Colony Foundation nor any Colony living unit owner nor the Colony neighborhood association may bring any claims which PLCA would be precluded from bringing based on the releases contained herein.

(b) WCI releases and discharges PLCA and its attorneys in the Lawsuit, other than the original Plaintiffs who filed that Lawsuit and the Plaintiffs' attorneys and Plaintiffs' attorneys' firm (none of which are released in any way), (collectively "PLCA Released Parties") from and against all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, addenda, assignments, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, executions, claims, demands, strict liability, thefts, breaches of duties, negligence, personal injuries, warranties, representations, product liability, deceptive trade practices, violations of state and federal law, claims and demands whatsoever, in law or in equity, which WCI ever had or now has against the PLCA Released Parties in respect to any matter, including but not limited to, the subject matter of the Lawsuit or any matter respecting annexation of lands or living units which might be annexed into the Pelican Landing Community.

Note: This release is not in any manner a release of the Colony Foundation or any Colony living unit owner or Colony neighborhood association of any claims, including but not limited to turnover claims, which WCI or any of its successors, assigns, officers, directors, employees, service providers, affiliates, contractors or any of their insurers or attorneys ever had, now has or may have in the future. This release is not in any

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manner a release of Barbara Hinkson Craig or Residents for a Better Community, the original Plaintiffs in the Lawsuit, or their counsel.

13. Severability. The invalidity in whole or in part, of any provision in this Agreement or the exhibits or schedules attached hereto, shall not affect the validity of the remaining provisions unless the elimination of such provision will irreparably destroy the intent of this Agreement.

14. Effective Date. The effective date of this Agreement shall be the date it is recorded in the Public Records of Lee County, Florida.

15. Entire Agreement. This Agreement and the 2014 Covenants as amended hereby, including the Exhibits to each, constitutes the entire agreement among the parties regarding the settlement of the Lawsuit and may not be amended or modified except in writing signed by each of the parties. Any such amendment shall be recorded in the public records of Lee County, Florida, in order to be effective.

16. Separate Covenants; Non-Waiver. Each and every covenant and agreement contained herein shall for any and all purposes hereof be construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by either party to exercise its rights accruing upon any noncompliance or failure of performance by the other shall impair any such right or be construed to be a waiver thereof. A waiver by either party hereto of any of the terms of this Agreement to be performed by the other shall not be construed to be a waiver of any succeeding breach or of any other agreements contained herein. Any waiver by Declarant, WCI, PLCA or the Raptor Bay Developer or Raptor Bay Association of any provisions of this Agreement or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

17. Drafter; Counterparts; Consideration. This Agreement is a joint product of the respective parties and may not be more strictly construed against any party. This Agreement may be executed in counterparts with each copy being deemed an original. The parties acknowledge, agree and stipulate that all of the above terms and conditions have been freely bargained for, each is foregoing certain rights and assuming certain duties

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and obligations which but for this Agreement, would not have been released or assumed. Accordingly, the parties agree that this Agreement is fully and adequately supported by reasonable and adequate consideration and that the parties have had the opportunity to consult with and have in fact consulted with such experts of their choice as they may have desired, and they have had the opportunity to discuss this matter and the matters which are the subject hereof, with counsel of their choice.

18. Jurisdiction. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the Laws of the State of Florida and to be performed entirely within Florida

19. Authority to Sign. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. PLCA asserts it is and was the real parties in interest and possessed the requisite standing and rights to assert all of the claims that were or could have been made by PLCA in the Lawsuit.

IN WITNESS WHEREOF, the parties by their duly authorized agents have executed and sealed this Settlement and Release Agreement as of the day, month, and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

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**Pelican Landing Community Association, Inc.**

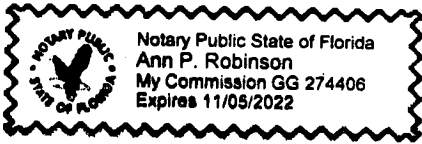
June Ricks  
By: June Ricks  
Its: President  
Dated: June 21, 2019

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21 day of JUNE, 2019, by JUNE RICKS as PRESIDENT of Pelican Landing Community Association, Inc., who is personally known to me or has produced \_\_\_\_\_ (state) driver's license or \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_  
Notary Public (Signature)

(AFFIX NOTARY SEAL)  
Ann P Robinson  
(Printed Name)



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**WCI Communities, LLC**

By: \_\_\_\_\_  
Its: V.P. Darin McMurray  
Dated: 6/27/19

STATE OF Florida  
COUNTY OF Lee

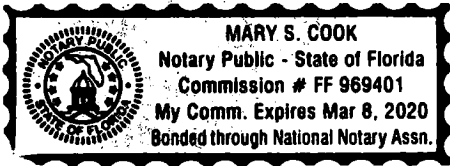
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2019, by Darin McMurray as Vice President of WCI Communities, LLC, who is personally known to me or has produced \_\_\_\_\_ (state) driver's license or \_\_\_\_\_ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Mary S Cook  
Notary Public (Signature)

Mary S. Cook  
(Printed Name)



# EXHIBIT "A"

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
LEE COUNTY, FLORIDA CIVIL ACTION

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RESIDENTS FOR A BETTER COMMUNITY,  
a Florida non-for-profit Corporation and  
BARBARA HINKSON CRAIG,

Plaintiffs,

v.

CASE NO.: 2016-CA-000572 (G)

WCI COMMUNITIES, INC., a Delaware  
Corporation; WCI COMMUNITIES, LLC, a  
Delaware Limited Liability Company; and  
PELICAN LANDING COMMUNITY  
ASSOCIATION, INC., a Florida not-for-profit  
Corporation,

Defendants.

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**STIPULATION FOR VOLUNTARY DISMISSAL WITH PREJUDICE OF CLAIMS  
BROUGHT BY PELICAN LANDING COMMUNITY ASSOCIATION, INC.**

Pursuant to Fla. R. Civ. P. 1.420(a), Defendant/Cross-Plaintiff, PELICAN LANDING COMMUNITY ASSOCIATION, INC. gives notice of its voluntary dismissal of all claims it has raised in this action, with prejudice. PELICAN LANDING COMMUNITY ASSOCIATION, INC. and Cross-Defendant WCI COMMUNITIES, LLC (“WCI”) hereby stipulate to the voluntary dismissal with prejudice of all claims filed by PELICAN LANDING COMMUNITY ASSOCIATION, INC. as follows:

1. PELICAN LANDING COMMUNITY ASSOCIATION, INC. hereby dismisses its Amended Crossclaim against WCI COMMUNITIES, LLC with prejudice.

2. PELICAN LANDING COMMUNITY ASSOCIATION, INC. stipulates and agrees not to seek fees and costs incurred in this action from WCI COMMUNITIES LLC. Likewise, WCI COMMUNITIES LLC stipulates and agrees not to seek fees and costs incurred in this action from PELICAN LANDING COMMUNITY ASSOCIATION, INC. This

LAW OFFICES  
BECKER  
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966  
TELEPHONE (239) 433-7707

stipulation shall have no effect on the Final Judgment Awarding Attorneys' Fees and Costs to WCI COMMUNITIES, LLC and against RESIDENTS FOR A BETTER COMMUNITY, a Florida non-for-profit Corporation, BARBARA HINKSON CRAIG and their attorneys.

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J. Kevin Miller, Esq.  
Attorneys for Defendant/Cross-Plaintiff  
Pelican Landing Community Association, Inc.  
Florida Bar No. 0245460  
Becker & Poliakoff, P.A.  
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---

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[jmeehan@carltonfields.com](mailto:jmeehan@carltonfields.com)  
[wpbecf@cfdom.net](mailto:wpbecf@cfdom.net)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this \_\_\_ day of \_\_\_\_\_, 2019 a true and correct copy of the foregoing was electronically filed with the Clerk of the Court using the E-Portal Filing System and a copy of the same is being served this day *via Email* on the attached Service List.

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J. Kevin Miller, Esq.  
Florida Bar No. 0245460

**SERVICE LIST**

Jason R. Himschoot, Esq.  
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GOEDE, ADAMCZYK, BEBOEST &  
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***Counsel for Plaintiffs Residents for a Better  
Community and Barbara Hinkson Craig***

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***Counsel for Defendant WCI Communities,  
LLC***

ACTIVE: P17155/383215:12336329\_1

Barbara Hinkson Craig, PhD.  
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Primary: [bhc9514@gmail.com](mailto:bhc9514@gmail.com)

***Pro Se Plaintiff***

Stanley A. Bunner, Jr., Esq.  
Florida Bar No.: 0297010  
LAW OFFICE OF STANLEY A. BUNNER,  
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***Counsel for Attorney Jason R. Himschoot***

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TELEPHONE (239) 433-7707

# EXHIBIT "B"

## TRADEMARK LICENSE AGREEMENT

**THIS TRADEMARK LICENSE AGREEMENT** (“License Agreement”) made as of June \_\_\_\_, 2019 (“Effective Date”), by and between WCI Communities, LLC, a Delaware limited liability company, (“LICENSOR”) and Pelican Landing Community Association (“LICENSEE”).

**WHEREAS**, LICENSOR is the owner and/or assignee of the registered Trademarks (“Trademarks”) set forth at Exhibit A; and

**WHEREAS**, LICENSEE desires a limited and non-exclusive license under the Trademarks pursuant to the parties’ Settlement Agreement dated \_\_\_\_\_ (“Settlement Agreement”), and LICENSOR is willing to grant the same upon the terms and conditions hereinafter recited. All defined terms as used in the Settlement Agreement are incorporated herein by reference and the same definitions will apply to this License Agreement.

**NOW, THEREFORE**, in consideration of the mutual rights and obligations of the parties herein, LICENSOR and LICENSEE agree as follows:

1. **Grants.** Subject to the rights, obligations, restrictions, and limitations in this License Agreement, LICENSOR hereby grants to LICENSEE a non-transferable, non-assignable, non-exclusive right, without the right to sublicense, to use the Trademark set forth on Exhibit “A” attached hereto and incorporated herein by this reference, solely and only with respect to LICENSEE’s performance of community association services for the Pelican Landing community located in Estero, Florida that is the subject of the Settlement Agreement (“Community”), expressly limited as follows:

(a) LICENSEE may utilize the Trademarks in connection with Community property, in either digital or printed format, solely and only for community association documents, newsletters, advertising, marketing collateral, social media, signs and correspondence and solely and only as a composite mark consisting of the exact phrase PELICAN LANDING and Design as shown in the attached Exhibit “A.”

(b) **Limited License.** Nothing in this License Agreement shall be construed to grant LICENSEE any rights or license to any trademark, trade name, certification mark, service mark, domain name, product name, logo, patent, technical information, or copyright of LICENSOR other than as expressly specified herein. All rights not specifically granted to LICENSEE are reserved to LICENSOR. This License Agreement does not include the right for LICENSEE to utilize the Trademark in any form or manner other than expressly set forth in Section 1(a) herein.

(c) **Use.** LICENSOR reserves the right as owner and/or assignee of the Trademark to specify all aspects of use of the Trademark, including but not limited to, the manner, place, type, form, layout, design, media of or for such use, on or in connection with, all displays, advertising, labels, product literature, Internet sites, promotional materials, and all other forms of use of the Trademark. All use of the licensed Trademark shall inure to the benefit of

LICENSOR. LICENSEE will comply with any trademark use rules as may be referenced in Exhibit "B," or provided to LICENSEE from time to time, which may be amended or revised by LICENSOR from time to time, upon written notice.

(d) **Acknowledgment.** LICENSEE hereby acknowledges the validity of LICENSOR's Trademark and LICENSOR's exclusive right, title and interest in and to the Trademark. During the term of this License Agreement and thereafter, LICENSEE: (i) will not do or permit to be done any act or thing that prejudices, infringes or impairs the rights of LICENSOR with respect to the Trademark; (ii) will not represent that it has any right, title, or interest in or to the Trademark or in any registration for them (except for the limited license granted hereunder); (iii) will not use, register or attempt to register any trademark, trade names, logos, domain names, metatags, meta descriptors, or electronic mail (e-mail) addresses, server names, search-engine markers, that are identical to, or confusingly similar to the Trademark or any other trademark, trade names or domain names of LICENSOR or any of its subsidiaries or affiliated companies without prior approval from LICENSOR; (iv) will not do anything or produce any goods or services in connection with the Trademark that damages or reflects adversely upon LICENSOR, its subsidiaries or affiliated companies or any of their trademarks, trade names or domain names; (v) upon objection by LICENSOR, will forthwith cease and desist from any use or action in relation to or in connection with the Trademark or this License Agreement; (vi) when requested by LICENSOR, will employ identifying symbols and/or words in connection with its use of the Trademark; (vii) will cooperate with LICENSOR in taking all appropriate measures for the protection of the Trademark; and (viii) will faithfully observe and execute the requirements, procedures, and directions of LICENSOR with respect to the use and protection of the Trademark.

(e) **Goodwill.** LICENSEE recognizes the value of the reputation and goodwill associated with the Trademark and that all related rights and goodwill belong exclusively to LICENSOR.

(f) **Notification of Infringement.** LICENSEE will promptly notify LICENSOR in writing of any manufacture, distribution, sale or advertisement of any product or service that may constitute an infringement upon LICENSOR's rights or LICENSEE's authorized use of the Trademark. LICENSEE will not commence, prosecute or institute any action or proceeding against any person, firm, or entity alleging infringement, imitation, or unauthorized use of the Trademark.

(g) **Infringement Action.** LICENSOR has the sole right to determine the appropriate action to be taken against any infringement, imitation, or unauthorized use of the Trademark including having the sole discretion to settle any claims or any controversy arising out of any such claims. LICENSEE will provide LICENSOR with such reasonable assistance as LICENSOR may require in obtaining any protection of LICENSOR's rights to the Trademarks at no expense to LICENSOR. LICENSEE will not have any rights or claim against LICENSOR for damages or otherwise arising from any determination by LICENSOR to act or not to act with respect to any alleged infringement, imitation or unauthorized use by others, and any such determination by LICENSOR will not affect the validity or enforceability of this License Agreement. LICENSEE shall have the limited right to enforce, expressly subject to the

condition precedents of written approval of LICENSEE after Notice, and at no cost to LICENSOR, LICENSEE's rights (as defined and limited in this License Agreement) to protect against the alleged infringement, imitation or unauthorized use of the Trademark by third parties. LICENSEE will defend, indemnify, and hold LICENSOR harmless from any claims or damages arising out of or resulting from LICENSEE's enforcement rights herein. Any and all damages and settlements recovered arising from any infringement action or proceeding belong solely and exclusively to LICENSOR.

2. **Royalty.** This is a non-royalty bearing agreement.

3. **Quality of Products and Services.**

(a) The quality of all products and services under or by reference to the Trademark shall substantially comply with the specifications and standards of quality equal to those generally achieved by the LICENSOR prior to the date that LICENSOR conveyed the limited license to the Trademark to LICENSEE, and standards set by LICENSOR at any time during the term of this License Agreement.

(b) If any of LICENSEE'S products or services marketed or intended to be marketed under the Trademark are in the LICENSOR'S reasonable opinion based on objective evidence not of the quality required by the LICENSOR under this License Agreement, LICENSEE will promptly modify the products and/or services to meet LICENSOR's standards within 30 days of LICENSOR'S initial notification. If LICENSEE fails to cure such substandard product or service within such 30-day period, LICENSOR may immediately terminate this License Agreement.

(c) LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to its activities under this License Agreement. LICENSEE shall not do or suffer to be done any act or thing that would impair LICENSOR'S ownership or rights in the Trademark or damage the reputation for quality inherent in the Trademark. LICENSOR has the right to take all action which it deems necessary to ensure that LICENSEE'S uses of the Trademark are consistent with the reputation for quality and prestige of the Trademark that LICENSOR has expended substantial sums to create and maintain. LICENSEE agrees not to adopt or use any other trademark, word, symbol, letter, design or mark, (i) in combination with the Trademark in a manner that would create a combination trademark, or (ii) that is confusingly similar to the Trademark; provided, however, LICENSEE may use a trademark with other marks or names if such other marks or names are sufficiently separated from the Trademark and sufficiently distinctive to avoid the impression by a reasonable consumer that such other marks or their owners are associated with LICENSOR.

(d) LICENSEE shall at all times maintain the distinctiveness and reputation of the Trademark and shall cease any use not consistent with such distinctiveness and reputation at least as equal to that on the Effective Date, upon not less than 15 days written notice from LICENSOR.

4. **Notices.** LICENSEE must include a legible notice that the Trademark is licensed from LICENSOR on any LICENSEE website and on any other advertising, promotional material, and Internet sites that LICENSOR may request. The trademark notice will provide as follows or as otherwise specified by LICENSOR:

“Pelican Landing design is a registered trademark of WCI Communities, LLC and/or its affiliates.”

5. **Effective Date; Term and Termination.** This License Agreement is effective upon the Effective Date. Upon not less than fifteen (15) days prior written notice, LICENSOR or LICENSEE may terminate the Agreement. Such termination may be with or without cause and in the event of termination neither party will be liable to the other for any actual or consequential damages, including but not limited to loss, expense, liability, termination compensation or payments of any kind, or any investment, promotion, or selling expense by virtue of such termination. Upon termination of this Agreement, LICENSEE will immediately discontinue all use of the Trademark.

6. **Indemnification.**

(a) **LICENSOR Indemnification.** LICENSOR hereby indemnifies LICENSEE and forever holds LICENSEE harmless from and against all claims, suits, actions, proceedings, damages, losses or liabilities, costs or expenses (including reasonable attorneys' fees and expenses) arising out of, based upon, or in connection with any breach of any of LICENSOR's warranties or representations set forth in this License Agreement.

(b) **LICENSEE Indemnification.** LICENSEE hereby indemnifies LICENSOR and forever holds LICENSOR harmless from and against all claims, suits, actions, proceedings, damages, losses or liabilities, costs or expenses (including reasonable attorneys' fees and expenses) arising out of, based upon, or in connection with (i) any breach of any of LICENSEE'S warranties or representations set forth in this License Agreement, or (ii) any claim that the use by LICENSEE of the Trademark as provided in this License Agreement infringes upon any third party trademark, service mark, or service name unless and to the extent such alleged infringement is based upon LICENSEE'S use of the Trademark as authorized in this License Agreement.

7. **Choice of Law.** This License Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of law. The parties consent and submit exclusively to the jurisdiction and service of process of the courts of the State of Florida located in Lee County, Florida, or the courts of the United States located in the Middle District of Florida.

8. **Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY ACTION OR PROCEEDING BROUGHT BY WAY OF COUNTERCLAIM AND ANY ACTION OR

PROCEEDING RELATING TO THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES ACKNOWLEDGES THAT IT IS AWARE THAT THIS WAIVER OF RIGHTS TO JURY TRIAL WAS A FACTOR IN THE OTHER PARTY'S DECISION TO AGREE TO THE TERMS OF THIS AGREEMENT AND THAT NOBODY PROMISED THAT THIS WAIVER OF THE RIGHT TO JURY TRIAL WOULD NOT BE ENFORCED.

9. **Administration.** This License Agreement may be administered in whole or in part by LICENSOR or by a subsidiary or affiliate of LICENSOR.

10. **Survival.** Notwithstanding termination of this License Agreement, all provisions of this License Agreement, to the extent necessary to interpret the rights and obligations of the parties prior to such termination, and/or enforce same, will survive termination.

11. **Assignment.** This License Agreement may be assigned by LICENSOR, in whole or in part, upon written notice to LICENSEE. Neither this License Agreement, nor the rights and obligations herein, can be assigned or transferred by LICENSEE, in whole or in part, voluntarily or involuntarily, or by operation of law (including by any merger, consideration, change of ownership or control, or other means), without the prior written consent of LICENSOR, which consent LICENSOR may withhold, condition or delay in its sole and absolute discretion.

12. **No Agency or Partnership.** REGISTRATION OF AGREEMENT: Nothing in the License Agreement is to be construed (a) to make LICENSEE an agent of or partner with LICENSOR, or (b) to permit LICENSEE to bind LICENSOR in any manner. If requested by LICENSOR, LICENSEE will cooperate to register this License Agreement with relevant governmental authorities.

13. **Legal Obligations.** The parties' legal obligations under this License Agreement are to be determined from the precise and literal language of this License Agreement and not from the imposition of laws attempting to impose additional duties or fiduciary obligations or any other similar obligation that were not the express basis for the bargain at the time this License Agreement was made.

14. **Counsel.** The parties are sophisticated businesses with legal counsel to review the terms of this License Agreement, and the parties represent that they fully read this License Agreement and understand and accept its terms.

15. **Complete Contract.** This License Agreement, and the definitions of the Settlement Agreement as incorporated herein, contain the entire agreement and understanding between the parties. There are no representations or understandings, oral or written, express or implied, which are not merged herein. Exhibits are incorporated herein by reference. No alleged modification, termination, or waiver shall be binding unless it is set out in writing and signed by the party against which it is sought to be enforced; and all prior agreements and/or understandings oral or written, express or implied, between the parties with respect to the subject matter hereof are hereby terminated.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties have executed this License Agreement by their duly authorized representatives as of the Effective Date of this Agreement.

**LICENSOR:**

**WCI Communities, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**LICENSEE:**

**Pelican Landing Community Association**

By: June Ricks  
Name:  
Title:

**EXHIBIT A**

“Trademark” in this License Agreement shall mean:

Mark	Registration Number
<p data-bbox="232 573 526 604">Pelican Landing design</p>  <p>The image shows a stone pillar with a circular logo at the top. The logo depicts a pelican feeding its young in a nest. Below the logo, the words 'PELICAN LANDING' are inscribed in a rectangular frame. The pillar is set against a background of trees and foliage.</p>	<p data-bbox="963 573 1370 604">Florida Registration No. T12817</p>

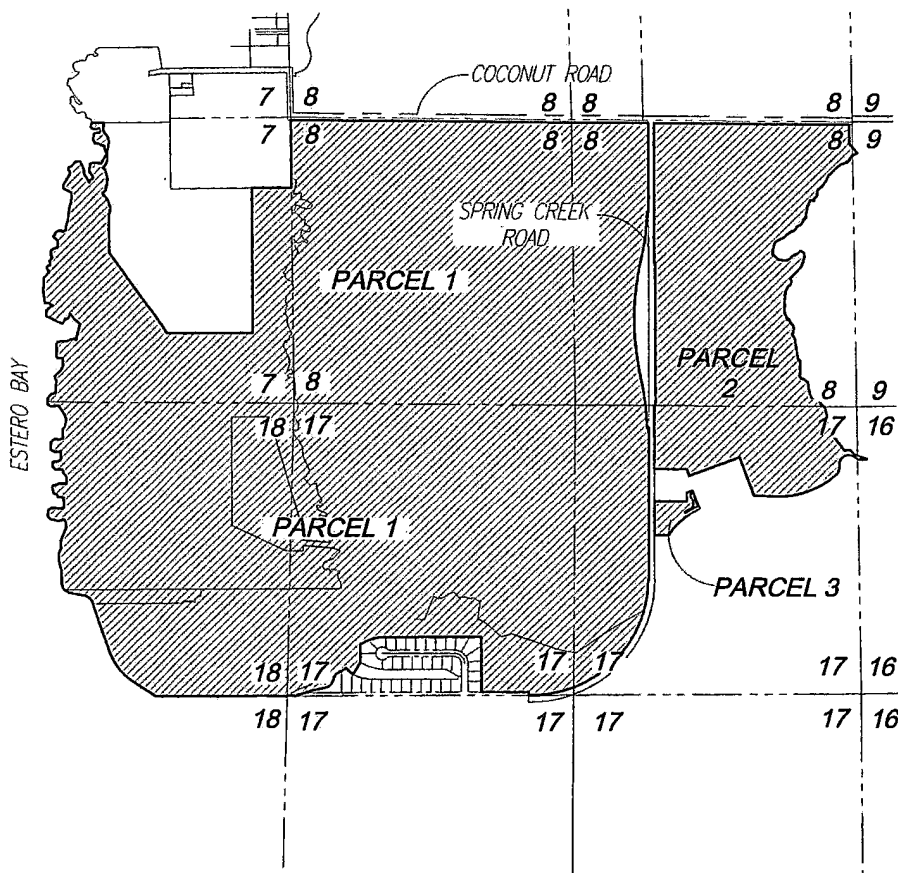
**EXHIBIT B**

**PELICAN LANDING LICENSOR TRADEMARK USAGE GUIDELINES**

These Guidelines apply to your use of any LICENSOR trademarks listed in Exhibit "A" (for purposes of these Guidelines, each the "Trademark" and collectively the "Trademarks"). Strict compliance with these Guidelines is required at all times.

1. You may use the Trademark solely for the purpose expressly authorized by LICENSOR and your use must: (i) comply with the most up-to-date version of all agreement(s) with LICENSOR regarding your use of any of the Trademarks; (ii) comply with the most up-to-date version of these Guidelines; and (iii) comply with any other terms, conditions, or policies that LICENSOR may issue from time to time that apply to the use of the Trademark.
2. You may not alter the Trademark in any manner, including but not limited to, changing the proportion, color, or font of the Trademark, or adding or removing any element(s) from the Trademark.
3. The Trademarks shall be separated from, and not linked to, any other logo, design mark, or word elements except as expressly allowed in License Agreement.
4. You may not use the Trademark to disparage LICENSOR, its products or services, or in a manner which, in LICENSOR's sole discretion, may diminish or otherwise damage or tarnish LICENSOR's goodwill in the Trademark.
5. Under no circumstance should the Trademark be placed on any background which interferes with the readability or display of the Trademark.
6. You acknowledge that all rights to the Trademark are the exclusive property of LICENSOR, and all goodwill generated through your use of the Trademark will inure to the benefit of LICENSOR. You will not take any action that is in conflict with LICENSOR's rights in, or ownership of, the Trademark.
7. LICENSOR reserves the right, exercisable at its sole discretion, to modify these Guidelines and/or the approved Trademarks at any time and to take appropriate action against any use without permission or any use that does not conform to these Guidelines.

# EXHIBIT “C”



DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	COLONYSL
SCALE:	N/A
DATE:	4 JUNE 2019
FILE:	19-90-L&S
SHEET:	1 of 1



**GradyMinor**

Civil Engineers • Land Surveyors • Planners • Landscape Architects  
 Cert. of Auth. EB 0005151      Cert. of Auth. LB 0005151      Business LC 26000266  
 Bonita Springs: 239.947.1144      [www.GradyMinor.com](http://www.GradyMinor.com)      Fort Myers: 239.690.4380

O. Grady Minor and Associates, P.A.  
 3800 Via Del Rey  
 Bonita Springs, Florida 34134

KEY MAP

LYING IN  
 SECTIONS 7,8,9,16,17, AND 18, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

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

**PROPERTY DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTIONS 7, 8, 17, AND 18, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER SECTION OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, SOUTH 00°58'33" EAST, A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THE SAME BEING A POINT ON THE SOUTH RIGHT-OF-WAY OF COCONUT ROAD, THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89°43'03" EAST, A DISTANCE OF 701.87 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF COCONUT ROAD AND THE WEST RIGHT-OF-WAY OF SPRING CREEK ROAD; THENCE RUN ALONG THE WEST RIGHT-OF-WAY OF SPRING CREEK ROAD FOR THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCE, 1) SOUTH 00°17'59" EAST, A DISTANCE OF 817.15 FEET; 2) THENCE SOUTH 89°42'02" WEST, A DISTANCE OF 14.26 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; 3) THENCE SOUTHERLY 346.80 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,725.00 FEET, A CENTRAL ANGLE OF 11°31'09"; (CHORD BEARING SOUTH 05°27'36" WEST, A DISTANCE OF 346.22 FEET); 4) THENCE SOUTH 11°13'11" WEST, A DISTANCE OF 178.50 FEET TO A POINT ON A CURVE TO THE LEFT; 5) THENCE SOUTHERLY 934.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,400.00 FEET, A CENTRAL ANGLE OF 22°19'14"; (CHORD BEARING SOUTH 00°03'34" WEST, A DISTANCE OF 929.07 FEET); 6) THENCE SOUTH 11°06'03" EAST, A DISTANCE OF 231.66 FEET TO A POINT ON A CURVE TO THE RIGHT; 7) THENCE SOUTHERLY 325.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,725.00 FEET, A CENTRAL ANGLE OF 10°48'05"; (CHORD BEARING SOUTH 05°42'01" EAST, A DISTANCE OF 324.72 FEET); 8) THENCE NORTH 89°42'43" EAST, A DISTANCE OF 16.50 FEET; 9) THENCE SOUTH 00°17'59" EAST, A DISTANCE OF 1,408.88 FEET; 10) THENCE SOUTH 89°42'01" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; 11) THENCE SOUTHWESTERLY 1,700.05 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,070.00 FEET, A CENTRAL ANGLE OF 91°01'59"; (CHORD BEARING SOUTH 45°13'01" WEST, A DISTANCE OF 1,526.79 FEET); 12) THENCE NORTH 01°04'52" EAST, A DISTANCE OF 33.59 FEET; 13) THENCE SOUTH 89°33'33" WEST, A DISTANCE OF 430.02 FEET TO A POINT ON THE BOUNDARY OF THE COLONY AT PELICAN LANDING - PLAT 1, RECORDED IN INSTRUMENT NUMBER 2013000171592, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY FOR THE FOLLOWING EIGHTEEN (18) COURSES AND DISTANCES, 1) NORTH 00°26'27" WEST, A DISTANCE OF 510.00 FEET; 2) THENCE SOUTH 89°33'33" WEST, A DISTANCE OF 885.06 FEET TO A POINT ON A CURVE TO THE LEFT; 3) THENCE WESTERLY 231.02 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 33°56'23"; (CHORD BEARING SOUTH 72°35'22" WEST, A DISTANCE OF 227.66 FEET); 4) THENCE SOUTH 00°26'27" EAST, A DISTANCE OF 167.10 FEET; 5) THENCE SOUTH 31°10'41" WEST, A DISTANCE OF 129.37 FEET; 6) THENCE NORTH 47°10'33" WEST, A DISTANCE OF 41.08 FEET; 7) THENCE NORTH 46°30'49" WEST, A DISTANCE OF 44.65 FEET; 8) THENCE SOUTH 56°37'54" WEST, A DISTANCE OF 46.13 FEET; 9) THENCE SOUTH 62°27'55" WEST, A DISTANCE OF 41.17 FEET; 10) THENCE SOUTH 50°21'33" WEST, A DISTANCE OF 28.62 FEET; 11) THENCE SOUTH 22°01'12" WEST, A DISTANCE OF 56.69 FEET; 12) THENCE SOUTH 27°14'22" WEST, A DISTANCE OF 23.52 FEET; 13) THENCE SOUTH 31°51'12" WEST, A DISTANCE OF 29.06 FEET; 14) THENCE SOUTH 55°36'10" WEST, A DISTANCE OF 26.50 FEET; 15) THENCE SOUTH 76°46'30" WEST, A DISTANCE OF 152.79 FEET; 16) THENCE SOUTH 70°48'10" WEST, A DISTANCE OF 69.05 FEET; 17) THENCE SOUTH 75°55'02" WEST, A DISTANCE OF 59.97 FEET; 18) THENCE SOUTH 53°06'35" WEST, A DISTANCE OF 18.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE, SOUTH 89°33'33" WEST, A DISTANCE OF 83.97 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE BOUNDARY OF A WETLAND AREA AS DESCRIBED IN INSTRUMENT NUMBER 2007000213558, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE SAID BOUNDARY FOR THE FOLLOWING FOUR (4) COURSES AND DISTANCES, 1) SOUTH 89°31'12" WEST, A DISTANCE OF 1,212.45 FEET; 2) THENCE NORTH 56°27'27" WEST, A DISTANCE OF 265.00 FEET TO A POINT ON A CURVE TO THE RIGHT; 3) THENCE NORTHWESTERLY 338.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 37°20'50"; (CHORD BEARING NORTH 37°47'02" WEST, A DISTANCE OF 332.98 FEET); 4) THENCE NORTH 19°06'37" WEST, A DISTANCE OF 473.18 FEET TO A POINT ON THE BOUNDARY OF PARCEL 18 AS DESCRIBED IN INSTRUMENT NUMBER 2011000037676, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY FOR THE FOLLOWING FOUR (4) COURSES AND DISTANCE, 1) NORTH 19°06'37" WEST, A DISTANCE OF 8.05 FEET TO A POINT ON A CURVE TO THE LEFT; 2) THENCE NORTHWESTERLY 104.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 59°50'38"; (CHORD BEARING NORTH 49°01'56" WEST, A DISTANCE OF 99.76 FEET); 3) THENCE NORTH 78°57'15" WEST, A DISTANCE OF 144.73 FEET; THENCE NORTH 62°07'58" WEST, A DISTANCE OF 58 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE OF THE ESTERO BAY;

**PROPERTY DESCRIPTION (CONTINUED)**

THENCE RUN NORTHERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 7,150 FEET MORE OR LESS TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 201300002297, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY, NORTH 89°16'30" EAST, A DISTANCE OF 114 FEET MORE OR LESS TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2014000033130; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING TWENTY (20) COURSES AND DISTANCES, 1) SOUTH 10°37'59" WEST, A DISTANCE OF 68.13 FEET; 2) THENCE SOUTH 36°56'03" EAST, A DISTANCE OF 79.76 FEET; 3) THENCE SOUTH 11°35'54" EAST, A DISTANCE OF 47.79 FEET; 4) THENCE SOUTH 10°27'28" WEST, A DISTANCE OF 76.80 FEET; 5) THENCE SOUTH 01°08'08" WEST, A DISTANCE OF 85.37 FEET; 6) THENCE SOUTH 11°36'08" WEST, A DISTANCE OF 40.39 FEET; 7) THENCE SOUTH 36°24'00" WEST, A DISTANCE OF 50.38 FEET; 8) THENCE SOUTH 59°58'38" EAST, A DISTANCE OF 22.10 FEET; 9) THENCE SOUTH 15°29'06" EAST, A DISTANCE OF 77.69 FEET; 10) THENCE SOUTH 00°52'09" WEST, A DISTANCE OF 54.34 FEET; 11) THENCE SOUTH 13°41'32" WEST, A DISTANCE OF 69.85 FEET; 12) THENCE SOUTH 48°07'09" WEST, A DISTANCE OF 36.19 FEET; 13) THENCE SOUTH 40°55'07" EAST, A DISTANCE OF 48.30 FEET; 14) THENCE SOUTH 34°31'34" EAST, A DISTANCE OF 41.47 FEET; 15) THENCE SOUTH 15°09'40" EAST, A DISTANCE OF 69.04 FEET; 16) THENCE SOUTH 13°40'53" WEST, A DISTANCE OF 56.63 FEET; 17) THENCE SOUTH 00°26'38" EAST, A DISTANCE OF 354.71 FEET; 18) THENCE SOUTH 35°59'19" EAST, A DISTANCE OF 920.00 FEET; 19) THENCE NORTH 89°33'22" EAST, A DISTANCE OF 790.00 FEET; 20) THENCE NORTH 00°26'38" WEST, A DISTANCE OF 1,340.02 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 201500273860, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING TWO (2) COURSES AND DISTANCE, 1) NORTH 89°13'43" EAST, A DISTANCE OF 359.95 FEET; 2) THENCE NORTH 00°49'46" WEST, A DISTANCE OF 625.00 FEET TO A POINT ON THE RIGHT-OF-WAY OF COCONUT ROAD; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°43'03" EAST, A DISTANCE OF 2,552.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 558.60 ACRES, MORE OR LESS.

**NOTES:**

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT AND REFER TO THE SOUTH RIGHT-OF-WAY OF COCONUT ROAD, LEE COUNTY, FLORIDA AS BEING SOUTH 89°43'03" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 - 3 OF 3

\* THIS IS NOT A SURVEY \*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	COLONYSL
SCALE:	N/A
DATE:	4 JUNE 2019
FILE:	19-901&S
SHEET:	1 of 3



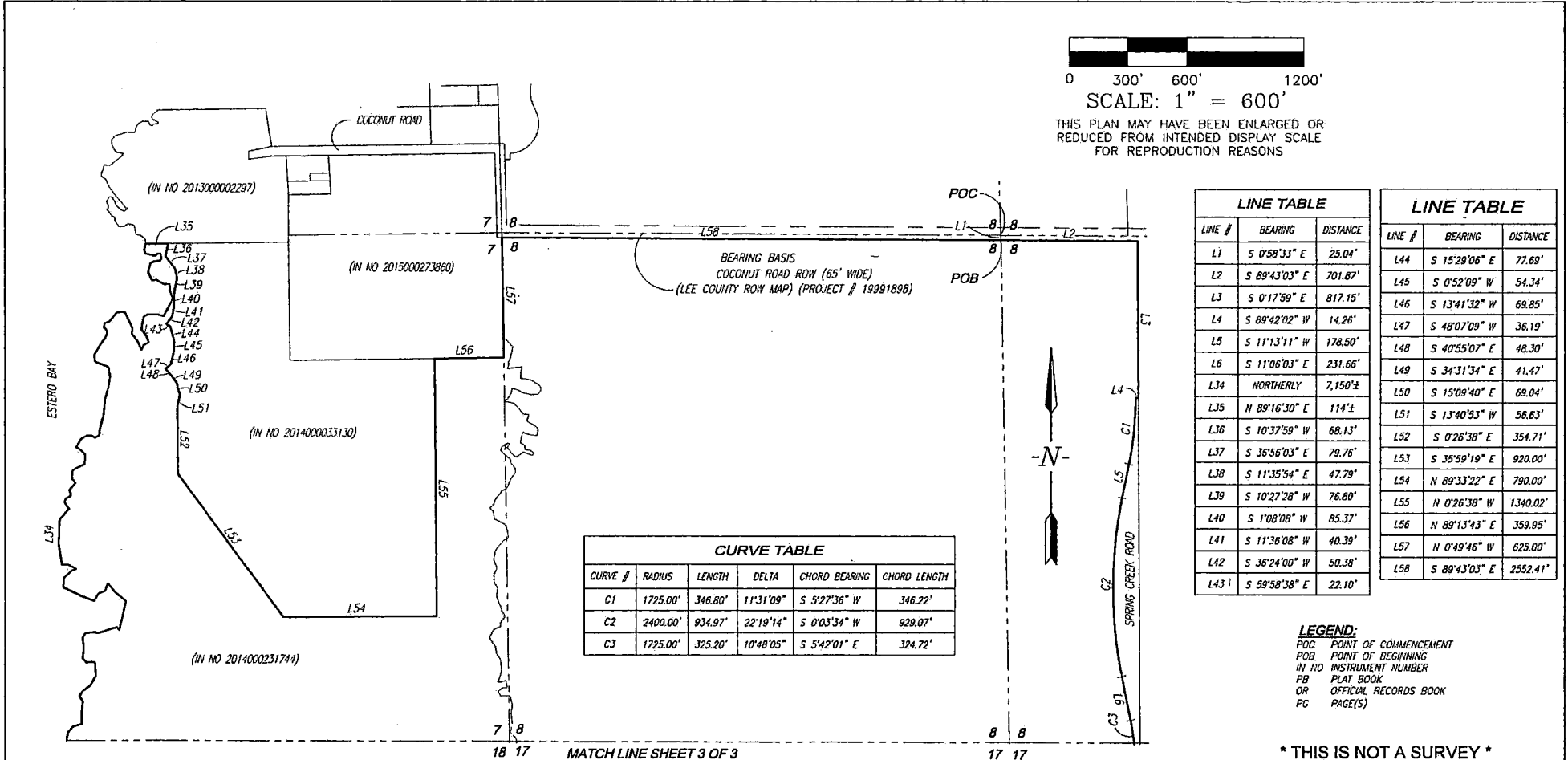
**GradyMinor**

O. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects  
Cert. of Auth. CB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266  
Bonita Springs: 239.947.1144 [www.GradyMinor.com](http://www.GradyMinor.com) Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION
PARCEL 1 LYING IN SECTIONS 7, 8, 17, 18, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

06/19  
DATE SIGNED  
No. 9701  
DONALD L. SAINTENY III, P.E. & M.  
FL LICENSE #0761  
FOR THE FIRM



0 300' 600' 1200'  
**SCALE: 1" = 600'**  
 THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1725.00'	346.80'	11°31'09"	S 5°27'36" W	346.22'
C2	2400.00'	934.97'	22°19'14"	S 0°03'34" W	929.07'
C3	1725.00'	325.20'	10°48'05"	S 5°42'01" E	324.72'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 0°58'33" E	25.04'
L2	S 89°43'03" E	701.87'
L3	S 0°17'59" E	817.15'
L4	S 89°42'02" W	14.26'
L5	S 11°13'11" W	178.50'
L6	S 11°06'03" E	231.66'
L34	NORTHERLY	7,150'±
L35	N 89°16'30" E	114'±
L36	S 10°37'59" W	68.13'
L37	S 36°56'03" E	79.76'
L38	S 11°35'54" E	47.79'
L39	S 10°27'28" W	76.80'
L40	S 1°08'08" W	85.37'
L41	S 11°36'08" W	40.39'
L42	S 36°24'00" W	50.38'
L43	S 59°58'38" E	22.10'

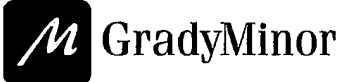
LINE TABLE		
LINE #	BEARING	DISTANCE
L44	S 15°29'06" E	77.69'
L45	S 0°52'09" W	54.34'
L46	S 13°41'32" W	69.85'
L47	S 48°07'09" W	36.19'
L48	S 40°55'07" E	48.30'
L49	S 34°31'34" E	41.47'
L50	S 15°09'40" E	69.04'
L51	S 13°40'53" W	56.63'
L52	S 0°26'38" E	354.71'
L53	S 35°59'19" E	920.00'
L54	N 89°33'22" E	790.00'
L55	N 0°26'38" W	1340.02'
L56	N 89°13'43" E	359.95'
L57	N 0°49'46" W	625.00'
L58	S 89°43'03" E	2552.41'

**LEGEND:**  
 POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 IN NO INSTRUMENT NUMBER  
 PB PLAT BOOK  
 OR OFFICIAL RECORDS BOOK  
 PG PAGE(S)

18 17 MATCH LINE SHEET 3 OF 3 17 17

\* THIS IS NOT A SURVEY \*

DRAWN BY: KJG  
 CHECKED BY: DLS  
 JOB CODE: COLONYSL  
 SCALE: 1" = 600'  
 DATE: 4 JUNE 2019  
 FILE: 19-90-L&S  
 SHEET: 2 of 3



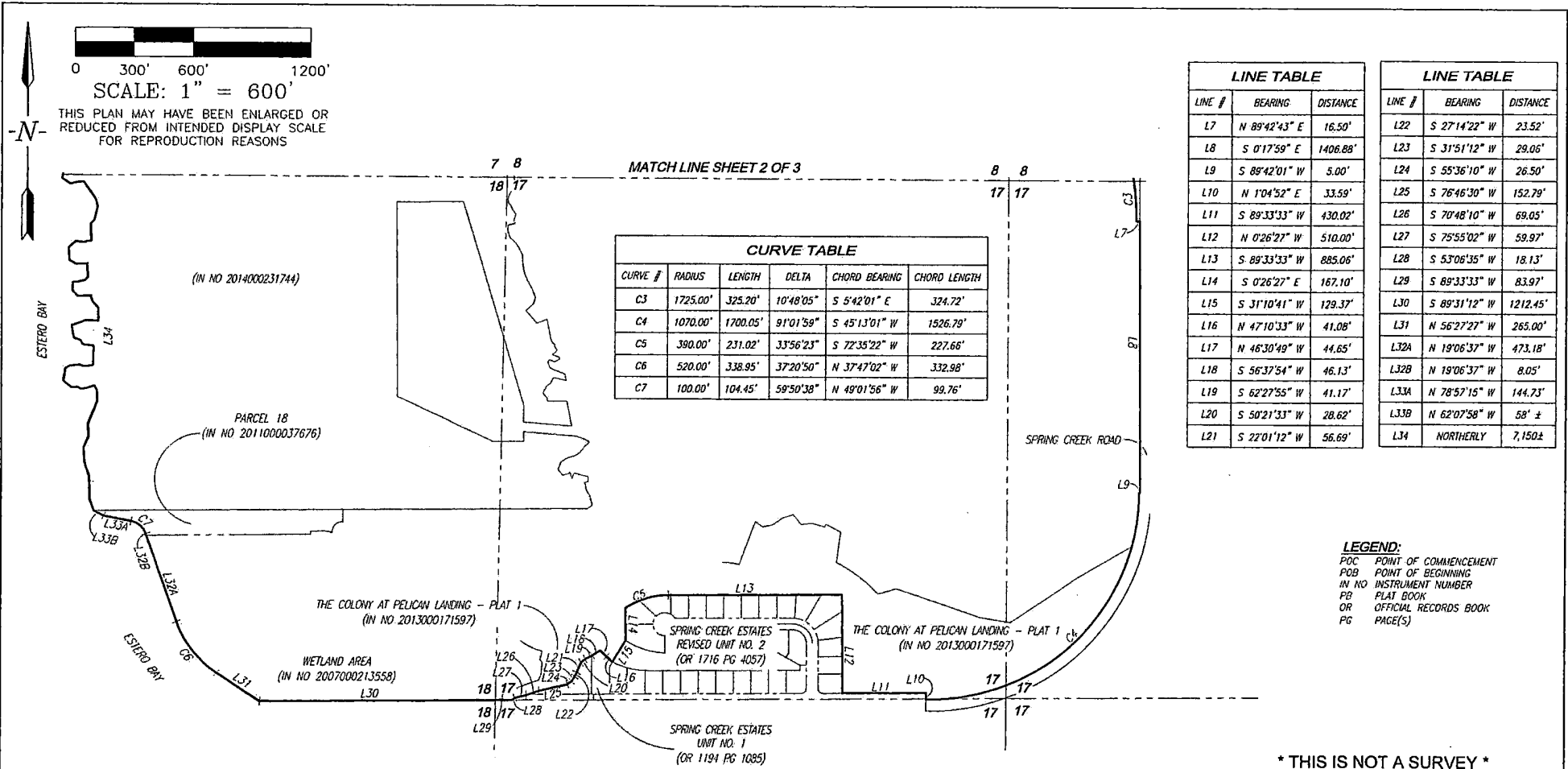
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 3800 Via Del Rey  
 Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION  
 PARCEL 1  
 LYING IN  
 SECTIONS 7, 8, 17, 18, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

NOT COMPLETE WITHOUT SHEETS 1 - 3 OF 3

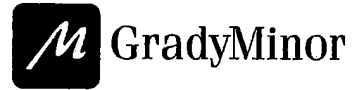
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**LEGEND:**  
 POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 IN NO INSTRUMENT NUMBER  
 PB PLAT BOOK  
 OR OFFICIAL RECORDS BOOK  
 PG PAGE(S)

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DRAWN BY: KJG  
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 SHEET: 3 of 3



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 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

**SKETCH AND DESCRIPTION**

PARCEL 1  
 LYING IN  
 SECTIONS 7, 8, 17, 18, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

NOT COMPLETE WITHOUT SHEETS 1 - 3 OF 3

G:\SURVEY\PROJECT SURVEY 2019\90 - THE COLONY - SKETCH & DESCRIPTION\SURVEY\SKETCH & LEGALS\19-90-L&S.DWG

**PROPERTY DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTIONS 8, 9, 16, AND 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF PELICAN LANDING UNIT TWENTY FIVE, PLAT BOOK 58, PAGES 83 AND 84, PUBLIC RECORDS OF LEE COUNTY, FLORIDA THE SAME BEING A POINT ON THE EAST RIGHT-OF-WAY OF SPRING CREEK ROAD; THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES, 1) NORTH 0017'59" WEST, A DISTANCE OF 587.97 FEET; 2) THENCE SOUTH 89°52'21" EAST, A DISTANCE OF 10.01 FEET; 3) THENCE NORTH 0017'58" WEST, A DISTANCE OF 1,317.80 FEET; 4) THENCE NORTH 89°46'18" WEST, A DISTANCE OF 10.01 FEET; 5) THENCE NORTH 0017'59" WEST, A DISTANCE OF 1,292.54 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COCONUT ROAD; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°43'03" EAST, A DISTANCE OF 1,774.16 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3173, PAGE 3753, OF SAID PUBLIC RECORDS; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES, 1) SOUTH 00°26'57" EAST, A DISTANCE OF 178.69 FEET; 2) THENCE SOUTH 40°55'24" EAST, A DISTANCE OF 114.39 FEET TO A POINT ON THE BOUNDARY OF A CONSERVATION EASEMENT AS DESCRIBED IN INSTRUMENT NUMBER 2007000310344 OF SAID PUBLIC RECORDS; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING TWENTY THREE (23) COURSES AND DISTANCES, 1) SOUTH 81°27'47" WEST, A DISTANCE OF 17.55 FEET; 2) THENCE SOUTH 53°47'25" WEST, A DISTANCE OF 42.06 FEET; 3) THENCE SOUTH 30°19'44" WEST, A DISTANCE OF 44.76 FEET; 4) THENCE SOUTH 51°22'15" WEST, A DISTANCE OF 28.26 FEET; 5) THENCE SOUTH 76°06'19" WEST, A DISTANCE OF 25.21 FEET; 6) THENCE SOUTH 71°48'34" WEST, A DISTANCE OF 28.89 FEET; 7) THENCE SOUTH 50°09'34" WEST, A DISTANCE OF 53.00 FEET; 8) THENCE SOUTH 44°51'58" WEST, A DISTANCE OF 32.97 FEET; 9) THENCE SOUTH 43°53'54" WEST, A DISTANCE OF 28.49 FEET; 10) THENCE SOUTH 46°15'06" WEST, A DISTANCE OF 42.91 FEET; 11) THENCE SOUTH 25°44'04" WEST, A DISTANCE OF 56.12 FEET; 12) THENCE SOUTH 36°22'15" WEST, A DISTANCE OF 24.42 FEET; 13) THENCE SOUTH 32°17'06" WEST, A DISTANCE OF 41.51 FEET; 14) THENCE SOUTH 56°13'46" WEST, A DISTANCE OF 25.65 FEET; 15) THENCE SOUTH 65°09'53" WEST, A DISTANCE OF 10.77 FEET; 16) THENCE SOUTH 16°08'41" WEST, A DISTANCE OF 17.67 FEET; 17) THENCE SOUTH 14°43'37" WEST, A DISTANCE OF 14.45 FEET; 18) THENCE SOUTH 04°24'08" EAST, A DISTANCE OF 21.91 FEET; 19) THENCE SOUTH 34°09'52" WEST, A DISTANCE OF 11.19 FEET; 20) THENCE SOUTH 40°37'19" WEST, A DISTANCE OF 23.05 FEET; 21) THENCE SOUTH 44°59'46" WEST, A DISTANCE OF 22.18 FEET; 22) THENCE SOUTH 55°54'49" EAST, A DISTANCE OF 7.59 FEET; 23) THENCE SOUTH 05°34'03" WEST, A DISTANCE OF 10.02 FEET TO A POINT ON THE WESTERN BOUNDARY OF TRACT "D", LAS PALMAS AT PELICAN COLONY, UNIT THREE, PLAT BOOK 67, PAGES 50 AND 51 OF SAID PUBLIC RECORDS; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING FORTY SEVEN (47) COURSES AND DISTANCES, 1) NORTH 79°42'11" WEST, A DISTANCE OF 35.45 FEET; 2) THENCE SOUTH 18°17'03" WEST, A DISTANCE OF 35.56 FEET; 3) THENCE SOUTH 30°49'50" WEST, A DISTANCE OF 28.16 FEET; 4) THENCE SOUTH 05°02'08" WEST, A DISTANCE OF 44.59 FEET; 5) THENCE SOUTH 25°43'02" WEST, A DISTANCE OF 25.33 FEET; 6) THENCE SOUTH 08°04'00" EAST, A DISTANCE OF 25.81 FEET; 7) THENCE SOUTH 12°57'42" WEST, A DISTANCE OF 12.72 FEET; 8) THENCE SOUTH 43°49'01" WEST, A DISTANCE OF 25.34 FEET; 9) THENCE SOUTH 28°58'45" WEST, A DISTANCE OF 23.49 FEET; 10) THENCE SOUTH 16°34'29" WEST, A DISTANCE OF 13.01 FEET; 11) THENCE SOUTH 44°43'50" WEST, A DISTANCE OF 19.19 FEET; 12) THENCE SOUTH 63°58'45" WEST, A DISTANCE OF 27.88 FEET; 13) THENCE SOUTH 39°50'57" WEST, A DISTANCE OF 51.35 FEET; 14) THENCE SOUTH 64°17'41" WEST, A DISTANCE OF 35.08 FEET; 15) THENCE SOUTH 54°28'10" WEST, A DISTANCE OF 43.05 FEET; 16) THENCE SOUTH 47°07'07" WEST, A DISTANCE OF 42.19 FEET; 17) THENCE SOUTH 63°47'43" WEST, A DISTANCE OF 61.67 FEET; 18) THENCE SOUTH 55°59'03" WEST, A DISTANCE OF 27.50 FEET; 19) THENCE SOUTH 16°35'31" WEST, A DISTANCE OF 42.91 FEET; 20) THENCE SOUTH 09°00'34" WEST, A DISTANCE OF 40.99 FEET; 21) THENCE SOUTH 02°08'25" WEST, A DISTANCE OF 27.69 FEET; 22) THENCE SOUTH 47°17'36" EAST, A DISTANCE OF 77.56 FEET; 23) THENCE SOUTH 84°22'08" EAST, A DISTANCE OF 72.82 FEET; 24) THENCE NORTH 59°07'46" EAST, A DISTANCE OF 34.35 FEET; 25) THENCE NORTH 36°42'05" EAST, A DISTANCE OF 19.30 FEET; 26) THENCE NORTH 54°26'14" EAST, A DISTANCE OF 34.39 FEET; 27) THENCE NORTH 68°15'03" EAST, A DISTANCE OF 30.35 FEET; 28) THENCE NORTH 44°34'32" EAST, A DISTANCE OF 42.78 FEET; 29) THENCE SOUTH 48°06'51" EAST, A DISTANCE OF 40.32 FEET; 30) THENCE SOUTH 15°53'06" EAST, A DISTANCE OF 14.37 FEET; 31) THENCE SOUTH 00°10'20" WEST, A DISTANCE OF 21.35 FEET; 32) THENCE SOUTH 20°34'43" WEST, A DISTANCE OF 28.46 FEET; 33) THENCE SOUTH 09°36'30" WEST, A DISTANCE OF 25.85 FEET; 34) THENCE SOUTH 22°34'50" WEST, A DISTANCE OF 31.09 FEET; 35) THENCE SOUTH 35°08'10" WEST, A DISTANCE OF 39.19 FEET; 36) THENCE SOUTH 44°49'41" WEST, A DISTANCE OF 41.85 FEET; 37) THENCE SOUTH 22°41'57" WEST, A DISTANCE OF 3.52 FEET; 38) THENCE SOUTH 43°11'50" WEST, A DISTANCE OF 72.94 FEET; 39) THENCE SOUTH 31°55'21" EAST, A DISTANCE OF 23.96 FEET; 40) THENCE SOUTH 08°22'27" WEST, A DISTANCE OF 20.83 FEET; 41) THENCE SOUTH 27°50'35" WEST, A DISTANCE OF 19.20 FEET; 42) THENCE SOUTH 56°51'23" WEST, A DISTANCE OF 24.05 FEET; 43) THENCE SOUTH 20°39'51" WEST, A DISTANCE OF 25.88 FEET; 44) THENCE SOUTH 31°07'32" WEST, A DISTANCE OF 24.35 FEET; 45) THENCE SOUTH 10°23'23" WEST, A DISTANCE OF 16.33 FEET; 46) THENCE SOUTH 03°21'33" WEST, A DISTANCE OF 15.39 FEET; 47) THENCE SOUTH 09°45'48" WEST, A DISTANCE OF 22.43 FEET TO A POINT ON THE WESTERLY BOUNDARY OF TRACT "E", LAS PALMAS AT PELICAN COLONY, UNIT ONE, PLAT BOOK 62, PAGE 64 OF SAID PUBLIC RECORDS; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES, 1) SOUTH 06°57'41" EAST, A DISTANCE OF 15.95 FEET; 2) THENCE SOUTH 09°55'07" WEST, A DISTANCE OF 40.36 FEET; 3) THENCE SOUTH 28°01'56" EAST, A DISTANCE OF 14.68 FEET; 4) THENCE SOUTH 03°59'32" WEST, A DISTANCE OF 8.11 FEET; 5) THENCE SOUTH 11°29'45" WEST, A DISTANCE OF 13.78 FEET; 6) THENCE SOUTH 00°55'52" EAST, A DISTANCE OF 25.37 FEET; 7) THENCE SOUTH 03°35'41" WEST, A DISTANCE OF 14.20 FEET; 8) THENCE SOUTH 04°33'45" EAST, A DISTANCE OF 18.05 FEET; 9) THENCE SOUTH 25°20'03" EAST, A DISTANCE OF 19.17 FEET; 10) THENCE SOUTH 23°12'17" EAST, A DISTANCE OF 12.18 FEET; 11) THENCE SOUTH 28°47'59" EAST, A DISTANCE OF 18.67 FEET; 12) THENCE SOUTH 08°52'10" EAST, A DISTANCE OF 17.30 FEET; 13) THENCE SOUTH 26°35'22" EAST, A DISTANCE OF 5.03 FEET; 14) THENCE NORTH 44°38'16" EAST, A DISTANCE OF 16.81 FEET TO THE WESTERLY BOUNDARY OF TRACT "D" OF PELICAN LANDING, UNIT TWENTY FIVE, PLAT BOOK 58, PAGES 83 AND 84 OF SAID PUBLIC RECORDS;

**PROPERTY DESCRIPTION**

THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING THIRTY SEVEN (37) COURSES AND DISTANCES, 1) SOUTH 08°52'10" EAST, A DISTANCE OF 2.87 FEET; 2) THENCE SOUTH 26°35'22" EAST, A DISTANCE OF 32.91 FEET; 3) THENCE SOUTH 32°08'47" EAST, A DISTANCE OF 16.68 FEET; 4) THENCE SOUTH 50°43'10" EAST, A DISTANCE OF 18.61 FEET; 5) THENCE SOUTH 16°04'36" EAST, A DISTANCE OF 28.05 FEET; 6) THENCE SOUTH 09°23'26" WEST, A DISTANCE OF 26.44 FEET; 7) THENCE SOUTH 13°11'05" WEST, A DISTANCE OF 15.46 FEET; 8) THENCE SOUTH 25°10'08" WEST, A DISTANCE OF 16.03 FEET; 9) THENCE SOUTH 29°28'45" EAST, A DISTANCE OF 23.02 FEET; 10) THENCE SOUTH 37°21'42" EAST, A DISTANCE OF 15.74 FEET; 11) THENCE SOUTH 09°26'23" EAST, A DISTANCE OF 200.04 FEET; 12) THENCE SOUTH 50°14'00" EAST, A DISTANCE OF 28.97 FEET; 13) THENCE SOUTH 02°00'46" WEST, A DISTANCE OF 36.09 FEET; 14) THENCE SOUTH 04°21'15" WEST, A DISTANCE OF 53.15 FEET; 15) THENCE SOUTH 10°46'47" EAST, A DISTANCE OF 11.68 FEET; 16) THENCE SOUTH 08°27'17" WEST, A DISTANCE OF 18.79 FEET; 17) THENCE SOUTH 01°15'01" WEST, A DISTANCE OF 24.67 FEET; 18) THENCE SOUTH 32°07'23" EAST, A DISTANCE OF 21.80 FEET; 19) THENCE SOUTH 72°34'35" EAST, A DISTANCE OF 17.28 FEET; 20) THENCE SOUTH 75°26'47" EAST, A DISTANCE OF 7.65 FEET 21) THENCE SOUTH 51°25'16" EAST, A DISTANCE OF 25.19 FEET; 22) THENCE SOUTH 53°22'15" EAST, A DISTANCE OF 21.63 FEET; 23) THENCE SOUTH 10°03'40" EAST, A DISTANCE OF 28.52 FEET; 24) THENCE SOUTH 02°59'20" EAST, A DISTANCE OF 19.02 FEET; 25) THENCE SOUTH 08°57'22" EAST, A DISTANCE OF 34.15 FEET; 26) THENCE SOUTH 18°43'22" EAST, A DISTANCE OF 63.14 FEET; 27) THENCE SOUTH 77°50'30" EAST, A DISTANCE OF 28.51 FEET; 28) THENCE SOUTH 78°43'21" EAST, A DISTANCE OF 35.47 FEET; 29) THENCE SOUTH 35°13'24" EAST, A DISTANCE OF 24.59 FEET; 30) THENCE SOUTH 22°12'46" EAST, A DISTANCE OF 32.74 FEET; 31) THENCE SOUTH 54°04'09" EAST, A DISTANCE OF 16.74 FEET; 32) THENCE SOUTH 54°30'16" EAST, A DISTANCE OF 23.75 FEET; 33) THENCE SOUTH 15°25'57" EAST, A DISTANCE OF 267.25 FEET; 34) THENCE SOUTH 37°40'48" EAST, A DISTANCE OF 180.74 FEET; 35) THENCE NORTH 89°34'03" EAST, A DISTANCE OF 58.55 FEET; 36) THENCE SOUTH 38°25'57" EAST, A DISTANCE OF 50.87 FEET; 37) THENCE SOUTH 72°10'27" EAST, A DISTANCE OF 119.05 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE AFOREMENTIONED PELICAN LANDING UNIT TWENTY FIVE, ALSO BEING A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID BOUNDARY FOR ALL OF THE REMAINING COURSES AND DISTANCES BACK TO THE POINT OF BEGINNING, WESTERLY 37.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 04°45'52" (CHORD BEARING SOUTH 80°06'41" WEST, A DISTANCE OF 37.41 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE WESTERLY 73.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 48°42'55" (CHORD BEARING NORTH 74°08'56" WEST, A DISTANCE OF 71.36 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 214.79 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 89.00 FEET, A CENTRAL ANGLE OF 138°16'33" (CHORD BEARING SOUTH 60°04'15" WEST, A DISTANCE OF 166.33 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 88.89 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 56°39'10" (CHORD BEARING SOUTH 19°15'33" WEST, A DISTANCE OF 85.41 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE WESTERLY 689.94 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 777.50 FEET, A CENTRAL ANGLE OF 49°22'10" (CHORD BEARING SOUTH 72°16'13" WEST, A DISTANCE OF 649.41 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE WESTERLY 126.63 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,022.50 FEET, A CENTRAL ANGLE OF 07°05'45" (CHORD BEARING NORTH 86°35'34" WEST, A DISTANCE OF 126.55 FEET); THENCE NORTH 20°25'57" WEST, A DISTANCE OF 373.44 FEET; THENCE SOUTH 69°34'03" WEST, A DISTANCE OF 490.00 FEET; THENCE NORTH 20°25'57" WEST, A DISTANCE OF 63.90 FEET; THENCE SOUTH 89°42'01" WEST, A DISTANCE OF 295.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 108.56 ACRES, MORE OR LESS.

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT AND REFER TO THE SOUTH RIGHT-OF-WAY OF COCONUT ROAD, LEE COUNTY, FLORIDA AS BEING NORTH 89°43'03" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 - 3 OF 3

\* THIS IS NOT A SURVEY \*

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CHECKED BY:	DL5
JOB CODE:	COLONYSL
SCALE:	N/A
DATE:	4 JUNE 2019
FILE:	19-90-L&S
SHEET:	1 of 3



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<b>SKETCH AND DESCRIPTION</b>	
PARCEL 2	
LYING IN	
SECTIONS 8,9,16, AND 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST	
LEE COUNTY, FLORIDA	

DATE SIGNED: 6/6/19

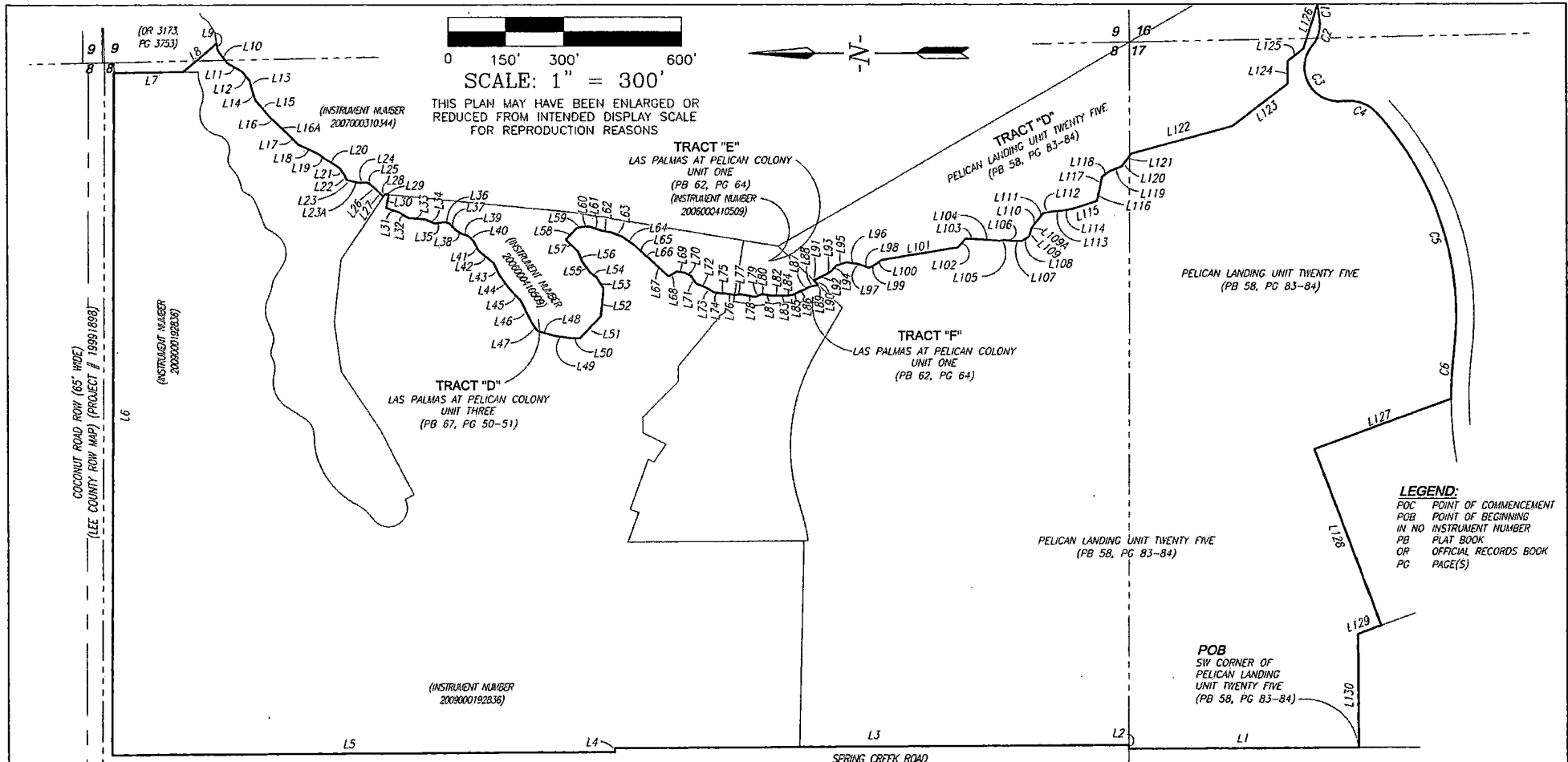
No. 8761

D. L. SAINTEY, P.S.M.

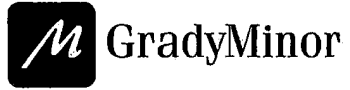
FL. LICENSE # 17761

FOR THE FIRM

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CHECKED BY:	DLS
JOB CODE:	COLONYSL
SCALE:	1" = 300'
DATE:	4 JUNE 2019
FILE:	19-90L&S
SHEET:	2 of 3



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**SKETCH AND DESCRIPTION**

**PARCEL 2**  
 LYING IN  
 SECTIONS 8,9,16, AND 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

**\* NOT A SURVEY \***  
 NOT COMPLETE WITHOUT SHEETS 1 - 3 OF 3

C:\SURVEY\PROJECT SURVEY 2019\90 - THE COLONY - SKETCH & DESCRIPTION\SURVEY SKETCH & LEGALS\19-90-L&S.DWG

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°17'59" W	587.97'
L2	S 89°52'21" E	10.01'
L3	N 0°17'58" W	1317.80'
L4	N 89°46'18" W	10.01'
L5	N 0°17'59" W	1292.54'
L6	S 89°43'03" E	1774.16'
L7	S 0°26'57" E	176.69'
L8	S 40°55'24" E	114.39'
L9	S 81°27'47" W	17.55'
L10	S 53°47'25" W	42.06'
L11	S 30°19'44" W	44.76'
L12	S 51°22'15" W	28.26'
L13	S 76°06'19" W	25.21'
L14	S 71°48'34" W	28.89'
L15	S 50°09'34" W	53.00'
L16	S 44°51'58" W	32.97'
L16A	S 43°53'54" W	28.49'
L17	S 46°15'06" W	42.91'
L18	S 25°44'04" W	56.12'
L19	S 36°22'15" W	24.42'
L20	S 32°17'06" W	41.51'
L21	S 56°13'46" W	25.65'
L22	S 65°09'53" W	10.77'
L23	S 16°09'41" W	17.67'
L23A	S 14°43'37" W	14.45'
L24	S 4°24'08" E	21.91'
L25	S 34°09'52" W	11.19'
L26	S 40°37'19" W	23.05'
L27	S 44°59'46" W	22.18'
L28	S 55°54'49" E	7.59'

LINE TABLE		
LINE #	BEARING	DISTANCE
L29	S 5°34'03" W	10.02'
L30	N 79°42'11" W	35.45'
L31	S 18°17'03" W	35.56'
L32	S 30°49'50" W	28.16'
L33	S 5°02'08" W	44.58'
L34	S 25°43'02" W	25.33'
L35	S 8°04'00" E	25.81'
L36	S 12°57'42" W	12.72'
L37	S 43°49'01" W	25.34'
L38	S 28°58'45" W	23.49'
L39	S 16°34'29" W	13.01'
L40	S 44°43'50" W	19.19'
L41	S 63°58'46" W	27.88'
L42	S 39°50'57" W	51.35'
L43	S 64°17'41" W	35.08'
L44	S 54°29'10" W	43.05'
L45	S 47°07'07" W	42.19'
L46	S 63°47'43" W	61.67'
L47	S 55°59'03" W	27.50'
L48	S 16°35'31" W	42.91'
L49	S 9°00'34" W	40.89'
L50	S 2°09'25" W	27.69'
L51	S 47°17'36" E	77.56'
L52	S 84°22'08" E	72.82'
L53	N 59°07'46" E	34.35'
L54	N 36°42'05" E	19.30'
L55	N 54°26'14" E	34.39'
L56	N 68°15'03" E	30.35'
L57	N 44°34'32" E	42.78'
L58	S 48°08'51" E	40.32'

LINE TABLE		
LINE #	BEARING	DISTANCE
L59	S 15°53'06" E	14.37'
L60	S 0°10'20" W	21.35'
L61	S 20°34'43" W	28.46'
L62	S 9°36'30" W	25.65'
L63	S 22°34'50" W	31.09'
L64	S 35°08'10" W	39.19'
L65	S 44°49'41" W	41.85'
L66	S 22°41'52" W	3.52'
L67	S 43°11'50" W	72.94'
L68	S 31°55'21" E	23.96'
L69	S 8°22'27" W	20.83'
L70	S 27°50'35" W	19.20'
L71	S 56°51'23" W	24.05'
L72	S 20°39'51" W	25.88'
L73	S 31°07'32" W	24.35'
L74	S 10°23'23" W	16.33'
L75	S 3°21'33" W	15.39'
L76	S 9°45'48" W	22.43'
L77	S 6°57'41" E	15.95'
L78	S 9°55'07" W	40.36'
L79	S 28°01'56" E	14.68'
L80	S 3°58'32" W	8.11'

LINE TABLE		
LINE #	BEARING	DISTANCE
L81	S 11°29'45" W	13.78'
L82	S 0°55'52" E	25.37'
L83	S 3°35'41" W	14.20'
L84	S 4°33'46" E	18.05'
L85	S 25°20'03" E	19.17'
L86	S 23°12'17" E	12.18'
L87	S 28°47'59" E	18.67'
L88	S 8°52'10" E	17.30'
L89	S 26°35'22" E	5.03'
L90	N 44°38'16" E	16.81'
L91	S 8°52'10" E	2.87'
L92	S 26°35'22" E	32.91'
L93	S 32°08'47" E	16.68'
L94	S 50°43'10" E	18.61'
L95	S 16°04'36" E	28.05'
L96	S 9°23'26" W	26.44'
L97	S 13°11'05" W	15.46'
L98	S 25°10'08" W	16.03'
L99	S 29°28'45" E	23.02'
L100	S 37°21'42" E	15.74'

LINE TABLE		
LINE #	BEARING	DISTANCE
L101	S 9°26'23" E	200.04'
L102	S 50°14'00" E	28.97'
L103	S 2°00'46" W	36.09'
L104	S 4°21'15" W	53.15'
L105	S 10°46'47" E	11.68'
L106	S 8°27'17" W	18.79'
L107	S 1°15'01" W	24.67'
L108	S 32°07'23" E	21.80'
L109	S 72°34'35" E	17.28'
L109A	S 75°26'47" E	7.65'
L110	S 51°25'16" E	25.19'
L111	S 37°22'15" E	21.63'
L112	S 10°03'40" E	28.52'
L113	S 2°59'20" E	19.02'
L114	S 9°57'22" E	34.15'
L115	S 18°43'22" E	63.14'
L116	S 77°50'30" E	28.51'
L117	S 78°43'21" E	35.47'
L118	S 35°13'24" E	24.59'
L119	S 22°12'46" E	32.74'

LINE TABLE		
LINE #	BEARING	DISTANCE
L120	S 54°04'09" E	16.74'
L121	S 54°30'16" E	23.75'
L122	S 15°25'57" E	267.25'
L123	S 37°40'48" E	180.74'
L124	N 89°34'03" E	58.55'
L125	S 38°25'57" E	50.87'
L126	S 72°10'27" E	119.05'
L127	N 20°25'57" W	373.44'
L128	S 69°34'03" W	490.00'
L129	N 20°25'57" W	63.90'
L130	S 89°42'01" W	295.17'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	450.00'	37.42'	4°45'52"	S 80°06'41" W	37.41'
C2	90.00'	73.38'	46°42'55"	N 74°08'56" W	71.36'
C3	89.00'	214.79'	138°16'33"	S 60°04'16" W	166.33'
C4	90.00'	88.99'	56°39'10"	S 19°15'33" W	85.41'
C5	777.50'	669.94'	49°22'10"	S 72°16'13" W	649.41'
C6	1022.50'	126.63'	7°05'45"	N 86°35'34" W	126.55'

\* THIS IS NOT A SURVEY \*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	COLONYSL
SCALE:	N/A
DATE:	4 JUNE 2019
FILE:	19-90L&S
SHEET:	3 of 3



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Q. Grady Minor and Associates, P.A.  
 3800 Via Del Rey  
 Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

PARCEL 2  
 LYING IN  
 SECTIONS 8,9,16, AND 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

NOT COMPLETE WITHOUT  
 SHEETS 1 - 3 OF 3

**PROPERTY DESCRIPTION**

BEING ALL OF THE LANDS DESCRIBED IN PARCEL 1A AS RECORDED IN INSTRUMENT NUMBER 2009000192836, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING WITHIN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PELICAN LANDING UNIT TWENTY FIVE, PLAT BOOK 58, PAGES 83 AND 84, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE EAST RIGHT-OF-WAY OF SPRING CREEK ROAD; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°17'59" EAST, A DISTANCE OF 296.27 FEET TO THE NORTH WEST CORNER OF PARCEL 1A AS RECORDED IN INSTRUMENT NUMBER 2009000192836, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE ALONG THE BOUNDARY OF SAID PARCEL 1A FOR ALL OF THE REMAINING COURSES AND DISTANCES BACK TO THE POINT OF BEGINNING, NORTH 89°42'01" EAST, A DISTANCE OF 294.94 FEET; THENCE NORTH 00°17'59" WEST, A DISTANCE OF 79.01 FEET; THENCE NORTH 69°34'03" EAST, A DISTANCE OF 39.71 FEET; THENCE SOUTH 00°27'37" EAST, A DISTANCE OF 49.90 FEET; THENCE SOUTH 31°55'32" EAST, A DISTANCE OF 42.42 FEET; THENCE SOUTH 00°17'59" EAST, A DISTANCE OF 65.53 FEET; THENCE SOUTH 59°00'01" WEST, A DISTANCE OF 88.03 FEET; THENCE SOUTH 30°59'59" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 59°00'01" EAST, A DISTANCE OF 82.09 FEET; THENCE SOUTH 00°17'59" EAST, A DISTANCE OF 5.16 FEET; THENCE NORTH 59°28'31" EAST, A DISTANCE OF 48.98 FEET; THENCE NORTH 20°25'57" WEST, A DISTANCE OF 157.18 FEET; THENCE NORTH 69°34'03" EAST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 20°25'57" EAST, A DISTANCE OF 181.86 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 209.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,022.50 FEET, A CENTRAL ANGLE OF 11°43'55", (CHORD BEARING SOUTH 54°57'35" WEST, A DISTANCE OF 209.00 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; THENCE SOUTHWESTERLY 164.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 522.50 FEET, A CENTRAL ANGLE OF 18°00'40", (CHORD BEARING SOUTH 40°05'17" WEST, A DISTANCE OF 163.58 FEET); THENCE SOUTH 89°34'03" WEST, A DISTANCE OF 131.44 FEET; THENCE NORTH 00°17'59" WEST, A DISTANCE OF 316.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.07 ACRES, MORE OR LESS.

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT AND REFER TO THE EAST RIGHT-OF-WAY OF SPRING CREEK ROAD, LEE COUNTY, FLORIDA AS BEING NORTH 00°17'59" WEST.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 - 2 OF 2

\* THIS IS NOT A SURVEY \*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	COLONYSL
SCALE:	N/A
DATE:	4 JUNE 2019
FILE:	19-90-L&S
SHEET:	1 of 2

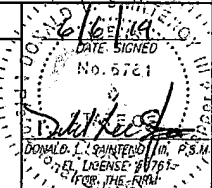


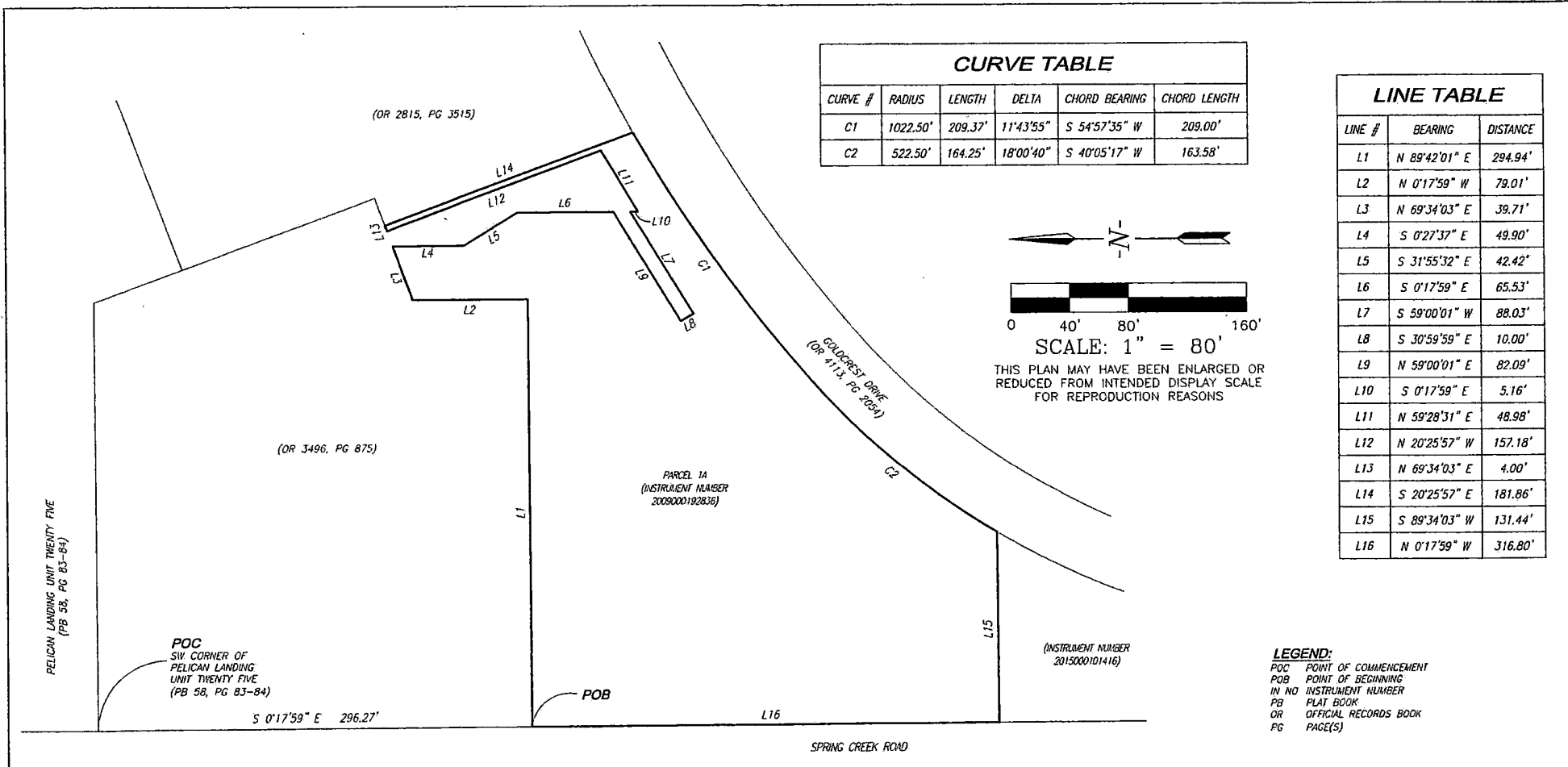
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SKETCH AND DESCRIPTION
PARCEL 3 LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA





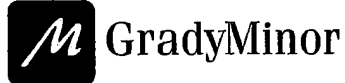
CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1022.50'	209.37'	11°43'55"	S 54°57'35" W	209.00'
C2	522.50'	164.25'	18°00'40"	S 40°05'17" W	163.58'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 89°42'01" E	294.94'
L2	N 0°17'59" W	79.01'
L3	N 69°34'03" E	39.71'
L4	S 0°27'37" E	49.90'
L5	S 31°55'32" E	42.42'
L6	S 0°17'59" E	65.53'
L7	S 59°00'01" W	88.03'
L8	S 30°59'59" E	10.00'
L9	N 59°00'01" E	82.09'
L10	S 0°17'59" E	5.16'
L11	N 59°28'31" E	48.98'
L12	N 20°25'57" W	157.18'
L13	N 69°34'03" E	4.00'
L14	S 20°25'57" E	181.86'
L15	S 89°34'03" W	131.44'
L16	N 0°17'59" W	316.80'

**SCALE: 1" = 80'**
  
 THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

**LEGEND:**  
 POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 IN NO INSTRUMENT NUMBER  
 PB PLAT BOOK  
 OR OFFICIAL RECORDS BOOK  
 PG PAGE(S)

DRAWN BY: KJG  
 CHECKED BY: DLS  
 JOB CODE: COLONYSL  
 SCALE: 1" = 80'  
 DATE: 4 JUNE 2019  
 FILE: 19-90-LBS  
 SHEET: 2 of 2



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**SKETCH AND DESCRIPTION**  
 PARCEL 3  
 LYING IN  
 SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
 LEE COUNTY, FLORIDA

\* NOT A SURVEY \*  
 NOT COMPLETE WITHOUT SHEETS 1 - 2 OF 2