

VERANDAH EAST
COMMUNITY DEVELOPMENT
DISTRICT

July 14, 2022

BOARD OF SUPERVISORS

ZOOM WORKSHOP

MEETING AGENDA

Verandah East Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-free: (877) 276-0889

July 7, 2022

Board of Supervisors
Verandah East Community Development District

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Verandah East Community Development District will hold a Zoom Workshop on July 14, 2022 at 12:00 p.m., via Zoom <https://us02web.zoom.us/j/88920430225>, Meeting ID **889 2043 0225** or telephonically **1-929-205-6099** Meeting ID **889 2043 0225**. The agenda is as follows:

1. Call to Order/Roll Call
2. Discussion: Maintenance Agreement
3. Discussion: Bill of Sale-Well
4. Discussion with the VCA Attorney, President & Vice President
5. Discussion Draft O & M Assessment Letter
6. NEXT MEETING DATE: August 10, 2022 at 1:00 P.M. (*Public Hearing & Regular Meeting*)

○ QUORUM CHECK

Richard Denis Shields, Jr.	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Michael Lapinski	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Jacqueline Voiles	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Christine Jaross	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
David Moore	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

7. Supervisors' Requests
8. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 989-2939.

Sincerely,



Cleo Adams
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 709 724 7992

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

2

**AGREEMENT BETWEEN THE
VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT
AND VERANDAH COMMUNITY ASSOCIATION, INC., FOR CERTAIN
MAINTENANCE SERVICES OF HARDSCAPING IMPROVEMENTS**

THIS AGREEMENT is made and entered into this 19 day of OCTOBER 2016, by and between:

Verandah East Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Lee County, Florida, and with offices at 2300 Glades Road, Suite #410W, Boca Raton, Florida 33431 (hereinafter "**District**"), and

Verandah Community Association, Inc., a Florida not-for-profit corporation, whose address is 10401 Deerwood Park Blvd., Suite 2130, Jacksonville, Florida 32256 (the "**Association**").

RECITALS

WHEREAS, the District was established the Board of County Commissioners in and for Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently owns and/or maintains various systems, facilities and infrastructure including, but not limited to, hardscaping improvements; and

WHEREAS, the District desires to retain an independent contractor to operate, maintain and repair the hardscaping improvements and otherwise provide the services ("**Services**") set forth in **Exhibit A** attached hereto, across the lands ("**Property**") identified in **Exhibit A**; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that is served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Services, regardless whether such Services are conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full time on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Services; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Services and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES.

- A. **Services.** Association shall be responsible for providing, or causing to be provided, the Services in an efficient, lawful and satisfactory manner. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Services. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is

not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Services.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Services. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Services. The District hereby designates the District Manager to act as its representative.
- I. **Reports.** The Association agrees to meet with the District representative as needed to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

SECTION 3. COMPENSATION. The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2017. This Agreement shall automatically renew for additional one (1) year periods unless and until terminated pursuant to its terms.

SECTION 5. INSURANCE. The Association shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Association and the District, and their respective staff, consultants, agents and supervisors, shall be named as additional insureds on each of the above policies (except with respect to the Worker's Compensation Insurance policy). No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written

notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. If the Association fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance in which event, the Association shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

In the event that the Association does not directly provide the insurance required by this section by obtaining a policy in the Association's name but instead causes another entity ("**Third Party Insurer**") to provide such insurance through a policy issued to the Third Party Insurer that additionally affords the coverage required herein, the Association shall require by written agreement with the Third Party Insurer that the Third Party Insurer shall comply with the terms of this section; that the District shall have third party rights to pursue all available legal remedies against the Third Party Insurer in the event the Third Party Insurer fails to provide such insurance without first complying with the notice provisions stated in this Agreement; and that the Third Party Insurer, as a contractor, shall indemnify the District pursuant to Section 6. The Association shall provide proof of insurance upon request by the District.

SECTION 6. INDEMNIFICATION. Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto. Association agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws,

rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 9. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION.

- A. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- B. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.
- C. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- D. Regardless of which party terminates this agreement and for what purpose, the Association and the District shall cooperate in effectuating a transfer of the

obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Services hereunder including warranty documentation.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Association to perform under this Agreement shall be obtained and paid for by the Association.

SECTION 15. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, as follows:

A. If to the District: Verandah East Community Development
District
2300 Glades Road, Suite #410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Association: Verandah Community Association, Inc.
10401 Deerwood Park Blvd., Suite 2130
Jacksonville, Florida 32256
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 24. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Lee County, Florida.

SECTION 25. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Association must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHUCK ADAMS, C/O WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, (561)571-0010, ADAMSC@WHHASSOCIATES.COM.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this

Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

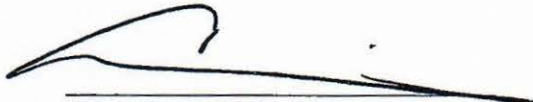
Attest:


**VERANDAH EAST COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairman, Board of Supervisors

**VERANDAH COMMUNITY ASSOCIATION,
INC.**


(Signature of Witness)

By: 
Its: President

Ches Crismond
(Print Name of Witness)

EXHIBIT A: Scope of Services

**EXHIBIT A
SCOPE OF SERVICES**

DISTRICT IMPROVEMENTS

MAINTENANCE PROGRAM

Monthly: Review for integrity and repair as necessary

Yearly: Review and pressure clean as necessary

This space reserved for use by the Clerk
of the Circuit Court

This Instrument Prepared by:

Jonathan T. Johnson, Esq.
Hopping Green & Sams, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

INSTR # 2016000230915, Pages 24
Doc Type AGR, Recorded 11/01/2016 at 09:40 AM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$205.50
Deputy Clerk SFLORES
#1

NON-EXCLUSIVE PERPETUAL ACCESS AND MAINTENANCE EASEMENT AGREEMENT

This Non- Exclusive Perpetual Access and Maintenance Easement Agreement (“**Easement Agreement**”) is made and entered into this 27th day of October, 2016, by and between:

Verandah East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Lee County, Florida, (the “**District**” or “**Grantee**”);

KH Verandah LLC, a Florida limited liability company and **Verandah Development LLC**, a Florida limited liability company, each as their interest appears of record, the owner of certain lands within Lee County, Florida (each and collectively, the “**Grantor**”).

WITNESSETH

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements and facilities; and

WHEREAS, Grantee intends to operate and maintain a certain hardscape wall and associated landscaping improvements as part of the infrastructure improvements contemplated in District’s Improvement Plan (collectively, the “**Improvements**”); and

WHEREAS, Grantor, each as their interest appears of record, is the owner of property located in the Verandah East Community Development District in Lee County, Florida, being more particularly described in Exhibit A attached hereto (collectively, the “**Easement Area**”); and

WHEREAS, Grantor desires to grant and convey to Grantee a perpetual, non-exclusive easement over, under and across the Easement Area, for purposes of the construction, installation, repair, reconstruction, use, maintenance and operation thereof by the District of the Improvements, all on the terms and subject to the conditions set forth below; and

WHEREAS, Grantor and Grantee acknowledge that use of the Easement Area is necessary

for Grantee to carry out its essential purpose.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **GRANT OF EASEMENT.** Grantor hereby grants to the District, its successors, and assigns, in perpetuity, a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress the construction, installation, repair, reconstruction, use, maintenance and operation thereof by the District of the Improvements to have and to hold the same unto the District, its successors and assigns forever (the “**Easement**”).

3. **REPAIR AND MAINTENANCE.**

(a) Grantee shall repair and maintain the Easement Area and Improvements and keep the same in good order and repair in accordance with all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto and at no cost to Grantor, subject to the provisions set forth herein.

(b) In the event any required repair and/or maintenance hereunder is not performed by Grantee in accordance with the foregoing standards, Grantor may deliver a notice to Grantee setting forth the maintenance deficiencies, whereupon Grantee shall have a period of fifteen (15) days to remedy the deficiencies. In the event the deficiencies are not remedied in a commercially reasonable fashion within such fifteen (15) day period Grantor shall have the right to undertake all reasonably necessary maintenance and repair itself and recover from Grantee the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith. Any sums due hereunder which are not paid when due shall accrue interest calculated at the monthly LIBOR rate plus two percent (2%) from the date the payment is due until the payment is received. Notwithstanding anything contained herein to the contrary, in the event that the foregoing obligation of Grantee requires capital improvements, Grantee shall have a period of thirty (30) days to comply with the provisions herein instead of the fifteen (15) days as otherwise stated herein.

(c) Grantee shall allow no lien to attach to any portion of the Easement Area or any improvements located on said property or Grantor’s other property arising out of work performed by, for, or on behalf of Grantee pursuant to this Section 3.

4. **DAMAGE.**

(a) In the event that Grantee, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of the improvements located within the Easement Area, or causes damage to Grantor’s other property or any improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee’s sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the

improvements so damaged to as nearly as practical to the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantee shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of Grantee.

(b) In the event that either Grantor, its respective employees, agents or contractors, cause damage to the Improvements located within the Easement Area, such Grantor, at Grantor's sole cost and expense, agrees to commence and diligently pursue the restoration of the Improvements so damaged to as nearly as practical to the original condition, within thirty (30) days after receiving written notice of the occurrence of any such damage, and such Grantor shall allow no lien to attach to the Easement Area or any Improvements located thereon arising out of work performed by, for, or on behalf of such Grantor.

5. INCONSISTENT USE. Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Area inconsistent with, or which interfere with, the rights herein accorded to the Grantee.

6. INDEMNIFICATION.

(a) Grantor agrees to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the Easement Area by Grantor, its agents, employees or independent contractors.

(b) To the extent allowed by law, the District agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the Easement Area by the District, their agents, or employees or independent contractors.

(c) Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

7. DEFAULT. A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

6. ENFORCEMENT OF AGREEMENT. In the event that either the District or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings. This

7. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier

or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To the Grantor: KH Verandah LLC & Verandah Development LLC
c/o KH Verandah LLC
8875 Hidden River Parkway
Suite 150
Tampa, FL 33637
Attn: Paul Martin

To the District: Verandah East Community Development District
2300 Glades Road, Suite #410W
Boca Raton, Florida 33431
Attention: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Jonathan T. Johnson

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Grantor may deliver Notice on behalf of the District and Grantor.

8. THIRD PARTIES. This Easement Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the District's right to protect its rights from interference by a third party.

9. ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

10. CONTROLLING LAW. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge and agree that this Easement Agreement was prepared and entered into without the benefit of a title search, and that the entities constituting Grantor hereunder are not jointly and severally liable for the obligations of Grantor under this Easement Agreement, but that each Grantor's obligations and liability hereunder pertain only to its own acts, and only with respect to the portion of the Easement Area of which such Grantor is the fee simple title holder, if any, and their respective successors with respect to such fee simple title.

14. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

17. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

KH VERANDAH LLC,
a Florida limited liability company

[Signature]
(Signature)

By: [Signature]
Paul Martin, Authorized Signatory

Kim Bill
(Print Name)

[Signature]
(Signature)

John DeMaso
(Print Name)

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 27 day of Oct., 2016, by Paul Martin, Authorized Signatory of KH Verandah LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me, or has produced _____ as identification.



[Signature]
Notary Public

Signed, sealed and delivered
in the presence of:

**VERANDAH EAST COMMUNITY DEVELOPMENT
DISTRICT**

[Signature]
(Signature)

Paul Martin
Chairman, Board of Supervisors

Kim Bill
(Print Name)

[Signature]
(Signature)

Julia Demas
(Print Name)

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 27 day of Oct., 2016, by Paul Martin, as Chairman of the Board of Supervisors of the **Verandah East Community Development District**, a unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, on behalf of said District. He/she [] is personally known to me, or [] has produced _____ as identification.

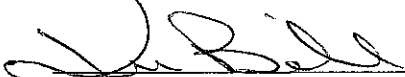


KIMBERLY BILL
MY COMMISSION # EE 854188
EXPIRES: March 27, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public

Signed, sealed and delivered
in the presence of:


VERANDAH DEVELOPMENT LLC,
a Florida limited liability company



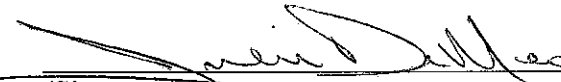
(Signature)

By: 

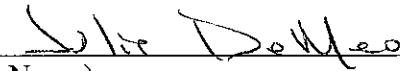
Paul Martin, Authorized Signatory



(Print Name)



(Signature)




(Print Name)

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 27 day of Oct, 2016, by Paul Martin, as Authorized Signatory of Verandah Development LLC, a Florida limited liability company, on behalf of the company. He/She [] is personally known to me, or has produced _____ as identification.



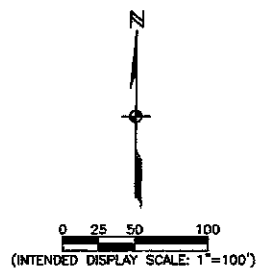
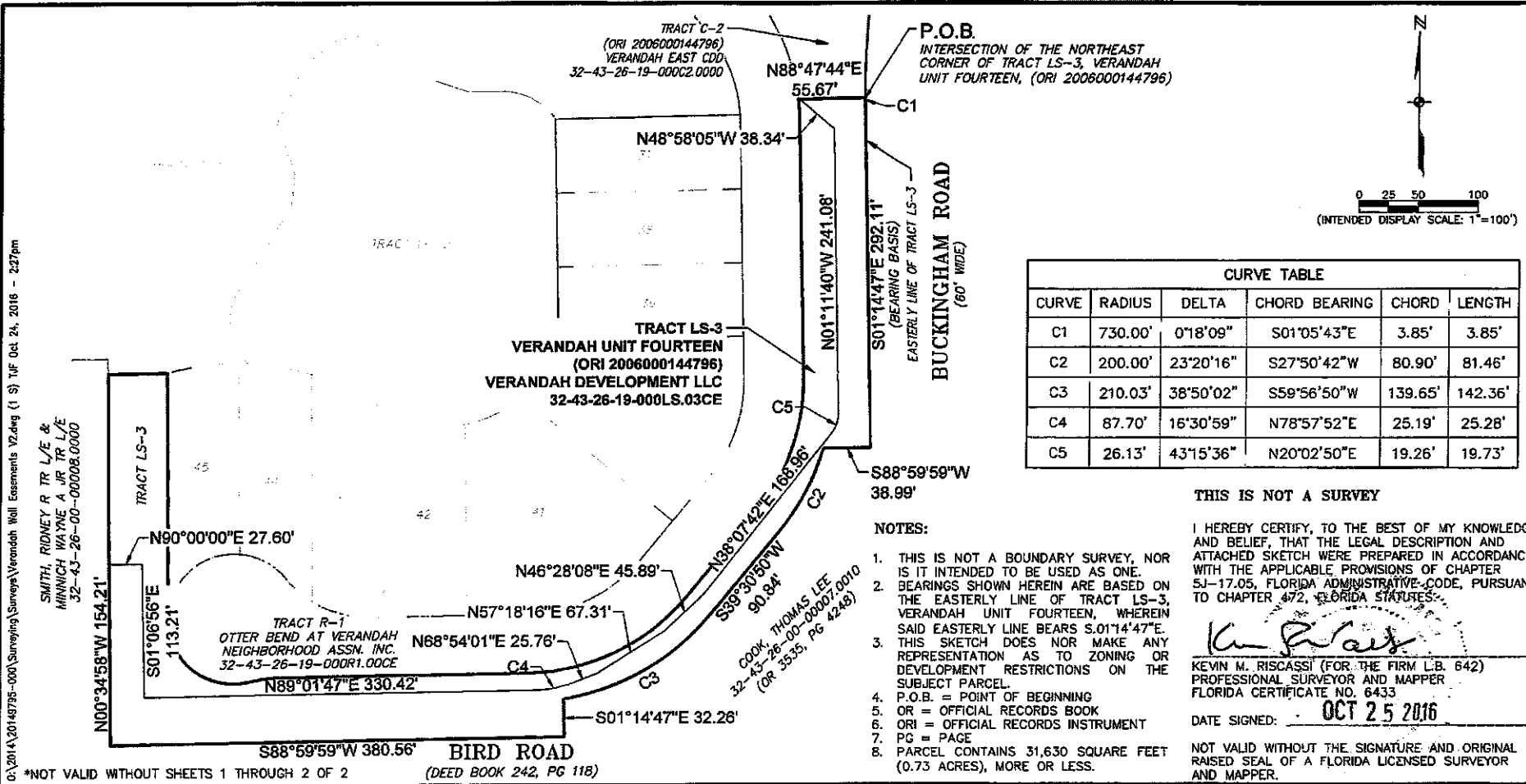
KIMBERLY BILL
MY COMMISSION # EE 854188
EXPIRES: March 27, 2017
Bonded Thru Budget Notary Services



Notary Public

Exhibit A

O:\2014\20149795-000\Surveying\Verandah Wall Easements Y2.dwg (1 S) TWF Oct 24, 2016 - 2:27pm
 SMITH, RIDNEY R TR L/E & MINNICH WAYNE A JR TR L/E 32-43-26-00-00008.0000



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	730.00'	0°18'09"	S01°05'43"E	3.85'	3.85'
C2	200.00'	23°20'16"	S27°50'42"W	80.90'	81.46'
C3	210.03'	38°50'02"	S59°56'50"W	139.65'	142.36'
C4	87.70'	16°30'59"	N78°57'52"E	25.19'	25.28'
C5	26.13'	43°15'36"	N20°02'50"E	19.26'	19.73'

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Riscassi
 KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: **OCT 25 2016**

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE EASTERLY LINE OF TRACT LS-3, VERANDAH UNIT FOURTEEN, WHEREIN SAID EASTERLY LINE BEARS S.0114'47"E.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 31,630 SQUARE FEET (0.73 ACRES), MORE OR LESS.

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

WALL EASEMENT 1
 LYING IN
 TRACT LS-3, VERANDAH UNIT FOURTEEN,
 OFFICIAL RECORDS INSTRUMENT NUMBER 2006000144796
 LEE COUNTY, FLORIDA



JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0046
 FAX: (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	32-43-26	1"=100'	1 OF 2

DESCRIPTION

A TRACT OR PARCEL OF LAND
LYING IN
TRACT LS-3, VERANDAH UNIT FOURTEEN
AS RECORDED IN
OFFICIAL RECORDS INSTRUMENT NUMBER 2006000144796,
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES, LYING IN TRACT LS-3, VERANDAH UNIT FOURTEEN AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000144796, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEAST CORNER OF SAID TRACT LS-3 AND THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE), THENCE RUN ALONG THE BOUNDARY OF SAID TRACT LS-3 FOR THE FOLLOWING NINE (9) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 730.00 FEET (CHORD BEARING S.01°05'43"E.) (CHORD 3.85 FEET) (DELTA 0°18'09") FOR A DISTANCE OF 3.85 FEET,
2. S.01°14'47"E., A DISTANCE OF 292.11 FEET,
3. S.88°59'59"W., A DISTANCE OF 38.99 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT,
4. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET (CHORD BEARING S.27°50'42"W.) (CHORD 80.90 FEET) (DELTA 23°20'16") FOR A DISTANCE OF 81.46 FEET,
5. S.39°30'50"W., A DISTANCE OF 90.84 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT,
6. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 210.03 FEET (CHORD BEARING S.59°56'50"W.) (CHORD 139.65 FEET) (DELTA 38°50'02") FOR A DISTANCE OF 142.36 FEET,
7. S.01°14'47"E., A DISTANCE OF 32.26 FEET,
8. S.88°59'59"W., A DISTANCE OF 380.56 FEET,
9. N.00°34'58"W., A DISTANCE OF 154.21 FEET;

THENCE N.90°00'00"E. DEPARTING SAID BOUNDARY, A DISTANCE OF 27.60 FEET; THENCE S.01°06'56"E., A DISTANCE OF 113.21 FEET; THENCE N.89°01'47"E., A DISTANCE OF 330.42 FEET A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 87.70 FEET (CHORD BEARING N.78°57'52"E.) (CHORD 25.19 FEET) (DELTA 16°30'59") FOR A DISTANCE OF 25.28 FEET; THENCE N.68°54'01"E., A DISTANCE OF 25.76 FEET; THENCE N.57°18'16"E., A DISTANCE OF 67.31 FEET; THENCE N.46°28'08"E., A DISTANCE OF 45.89 FEET; THENCE N.38°07'42"E., A DISTANCE OF 168.96 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 26.13 FEET (CHORD BEARING N.20°02'50"E.) (CHORD 19.26 FEET) (DELTA 43°15'36") FOR A DISTANCE OF 19.73 FEET; THENCE N.01°11'40"W., A DISTANCE OF 241.08 FEET; THENCE N.48°58'05"W., A DISTANCE OF 38.34 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT LS-3; THENCE N.88°47'44"E. ALONG SAID NORTH LINE, A DISTANCE OF 55.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,630 SQUARE FEET OR 0.73 ACRES, MORE OR LESS

BEARINGS SHOWN HEREIN ARE BASED ON THE EASTERLY LINE OF TRACT LS-3, VERANDAH UNIT FOURTEEN, WHEREIN SAID EASTERLY LINE BEARS S.01°14'47"E.

O:\2014\20149795-000\Surveying\Surveys\Verandah Wall Easements v2.dwg (1 D) :LF Oct 24, 2016 - 2:28pm

*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2

WALL EASEMENT 1
LYING IN
TRACT LS-3, VERANDAH UNIT FOURTEEN,
OFFICIAL RECORDS INSTRUMENT NUMBER 2006000144796
LEE COUNTY, FLORIDA

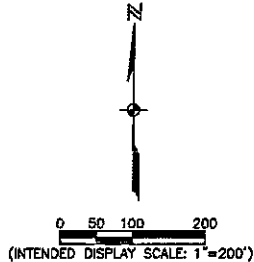
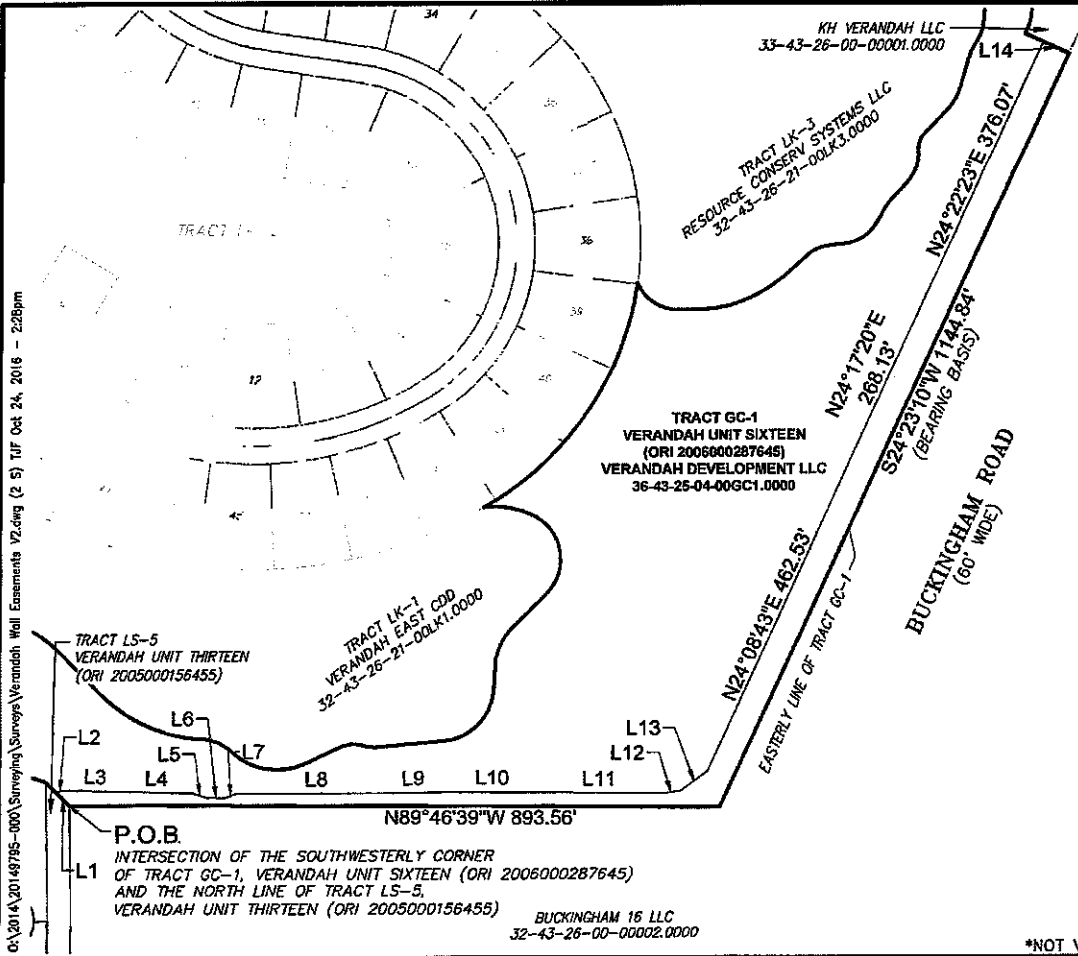


JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	32-43-26	N/A	2 OF 2

O:\2014\20149795-000\Surveying\Surveys\Verandah Wall Easements YZ.dwg (2 of 5) TUF Oct 24, 2016 - 2:28pm



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°47'04"W	25.36'
L2	N68°29'16"E	10.04'
L3	S88°10'38"E	77.20'
L4	S88°30'07"E	100.94'
L5	S71°30'54"E	20.34'
L6	S89°45'13"E	25.35'
L7	N69°24'27"E	16.73'
L8	N89°58'14"E	194.02'
L9	N89°02'24"E	97.65'
L10	S89°50'25"E	118.13'
L11	S89°26'08"E	174.35'
L12	N82°56'54"E	25.37'
L13	N53°31'22"E	46.22'
L14	S65°36'50"E	38.70'

- NOTES:**
1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
 2. BEARINGS SHOWN HEREIN ARE BASED ON THE EASTERLY LINE OF TRACT GC-1, VERANDAH UNIT SIXTEEN, WHEREIN SAID EASTERLY LINE BEARS S.24°23'10"W.
 3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
 4. P.O.B. = POINT OF BEGINNING
 5. OR = OFFICIAL RECORDS BOOK
 6. ORI = OFFICIAL RECORDS INSTRUMENT
 7. PG = PAGE
 8. PARCEL CONTAINS 60,056 SQUARE FEET (1.38 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

KEVIN M. RISCASSI (FOR THE FIRM L.B. #642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: **OCT 25 2016**

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

*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2

WALL EASEMENT 2
 LYING IN
 TRACT GC-1, VERANDAH UNIT SIXTEEN
 OFFICIAL RECORDS INSTRUMENT NUMBER 2006000287645
 LEE COUNTY, FLORIDA



JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0046
 FAX: (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	32-45-23	1"=200'	1 OF 2

C:\2014\20140795-000\Surveying\Verandah Wall Easements V2.dwg (2 D) 11/10/16 Oct 24, 2016 - 2:28pm

DESCRIPTION

A PARCEL OF LAND
LYING IN
TRACT GC-1, VERANDAH UNIT SIXTEEN
AS RECORDED IN
OFFICIAL RECORDS INSTRUMENT NUMBER 2006000287645
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES, LYING IN TRACT GC-1, VERANDAH UNIT SIXTEEN AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000287645, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF SAID TRACT GC-1, AND THE NORTH LINE OF TRACT LS-5, VERANDAH UNIT THIRTEEN AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2005000156455 OF SAID PUBLIC RECORDS; THENCE N.44°47'04"W. ALONG THE SOUTHWESTERLY LINE OF SAID TRACT GC-1, A DISTANCE OF 25.36 FEET; THENCE N.68°29'16"E. DEPARTING SAID SOUTHWESTERLY LINE, A DISTANCE OF 10.04 FEET; THENCE S.88°10'38"E., A DISTANCE OF 77.20 FEET; THENCE S.88°30'07"E., A DISTANCE OF 100.94 FEET; THENCE S.71°30'54"E., A DISTANCE OF 20.34 FEET; THENCE S.89°45'13"E., A DISTANCE OF 25.35 FEET; THENCE N.69°24'27"E., A DISTANCE OF 16.73 FEET; THENCE N.89°58'14"E., A DISTANCE OF 194.02 FEET; THENCE N.89°02'24"E., A DISTANCE OF 97.65 FEET; THENCE S.89°50'25"E., A DISTANCE OF 118.13 FEET; THENCE S.89°26'08"E., A DISTANCE OF 174.35 FEET; THENCE N.82°56'54"E., A DISTANCE OF 25.37 FEET; THENCE N.53°31'22"E., A DISTANCE OF 46.22 FEET; THENCE N.24°08'43"E., A DISTANCE OF 462.53 FEET; THENCE N.24°17'20"E., A DISTANCE OF 268.13 FEET; THENCE N.24°22'23"E., A DISTANCE OF 376.07 FEET, TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID TRACT GC-1; THENCE ALONG SAID NORTHEASTERLY LINE AND THE EASTERLY AND SOUTHERLY LINE OF SAID TRACT GC-1 THE FOLLOWING THREE (3) COURSES:

1. S.65°36'50"E., A DISTANCE OF 38.70 FEET,
2. S.24°23'10"W., A DISTANCE OF 1,144.84 FEET,
3. N.89°46'39"W., A DISTANCE OF 893.56 FEET,

TO THE POINT OF BEGINNING.

CONTAINING 60,056 SQUARE FEET OR 1.38 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREIN ARE BASED ON THE EASTERLY LINE OF TRACT GC-1, VERANDAH UNIT SIXTEEN, WHEREIN SAID EASTERLY LINE BEARS S.24°23'10"W.

*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2

WALL EASEMENT 2
LYING IN
TRACT GC-1, VERANDAH UNIT SIXTEEN
OFFICIAL RECORDS INSTRUMENT NUMBER 2006000287645
LEE COUNTY, FLORIDA

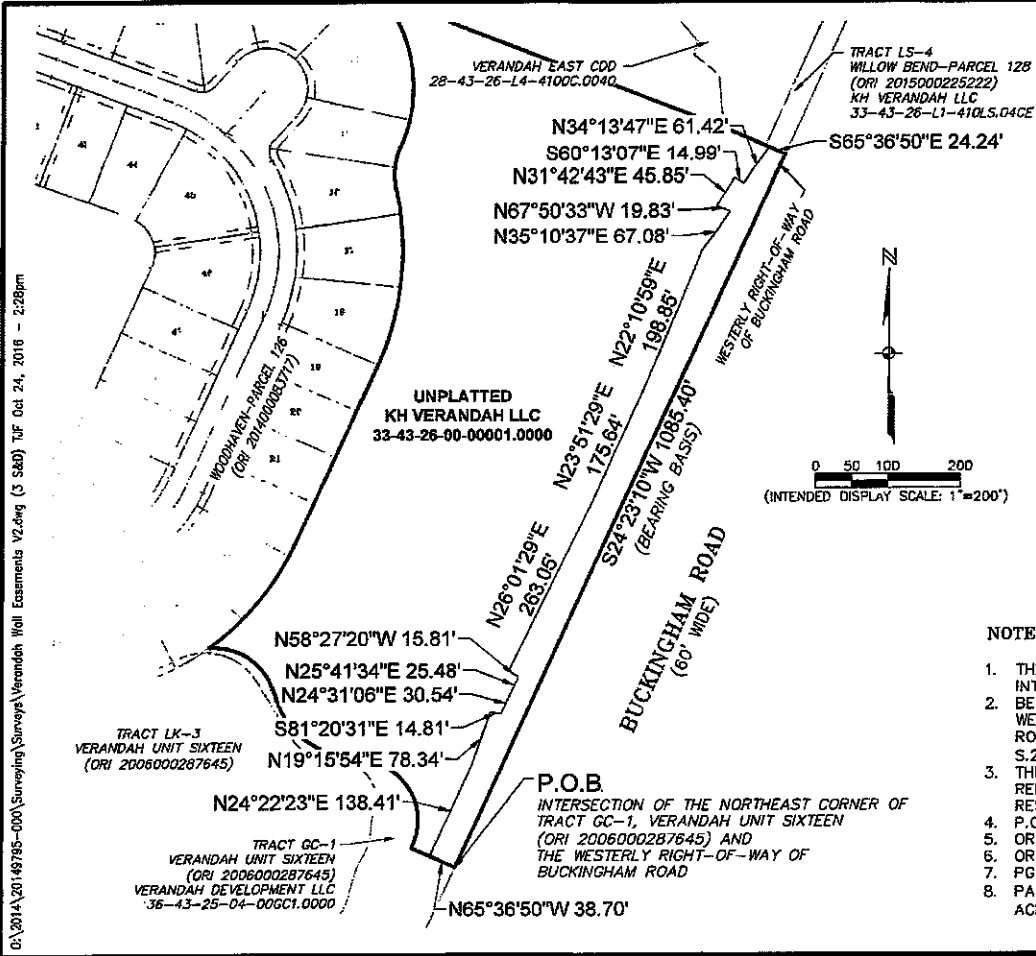


JOHNSON ENGINEERING, INC.
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E.B. #642 & L.B. #642

DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	32-46-23	N/A	2 OF 2

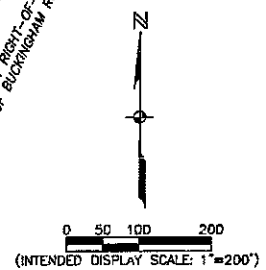
C:\2014\20149795-000\Surveying\Verandah Wall Easements V2.dwg (3 S&D) TUF Oct 24, 2016 - 2:28pm



DESCRIPTION
 A PARCEL OF LAND LYING IN
 SECTION 33, TOWNSHIP 43 SOUTH, RANGE 26 EAST
 LEE COUNTY FLORIDA

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEAST CORNER OF TRACT GC-1, VERANDAH UNIT SIXTEEN, AS RECORDED IN INSTRUMENT NUMBER 2006000287645 OF SAID PUBLIC RECORDS AND THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE), THENCE N.65°36'50"W, ALONG THE NORTH LINE OF SAID TRACT GC-1, A DISTANCE OF 38.70 FEET; THENCE N.24°22'23"E. DEPARTING SAID NORTH LINE, A DISTANCE OF 138.41 FEET; THENCE N.19°15'54"E, A DISTANCE OF 78.34 FEET; THENCE S.81°20'31"E, A DISTANCE OF 14.81 FEET; THENCE N.24°31'06"E, A DISTANCE OF 30.54 FEET; THENCE N.25°41'34"E, A DISTANCE OF 25.48 FEET; THENCE N.58°27'20"W, A DISTANCE OF 15.81 FEET; THENCE N.26°01'29"E, A DISTANCE OF 263.05 FEET; THENCE N.23°51'29"E, A DISTANCE OF 175.64 FEET; THENCE N.22°10'59"E, A DISTANCE OF 198.85 FEET; THENCE N.35°10'37"E, A DISTANCE OF 67.08 FEET; THENCE N.67°50'33"W, A DISTANCE OF 19.83 FEET; THENCE N.31°42'43"E, A DISTANCE OF 45.85 FEET; THENCE S.60°13'07"E, A DISTANCE OF 14.99 FEET; THENCE N.34°13'47"E, A DISTANCE OF 61.42 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF TRACT LS-4, WILLOW BEND, PARCEL 128, AS RECORDED IN INSTRUMENT NUMBER 2015000225222 OF SAID PUBLIC RECORDS; THENCE S.65°36'50"E. ALONG SAID SOUTH LINE, A DISTANCE OF 24.24 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD; THENCE S.24°23'10"W. ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1,085.40 FEET TO THE POINT OF BEGINNING.



THIS IS NOT A SURVEY

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF BUCKINGHAM ROAD, WHEREIN SAID WESTERLY LINE BEARS S.24°23'10"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 44,540 SQUARE FEET (1.02 ACRES), MORE OR LESS.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Riscassi
 KEVIN M. RISCASSI (EOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: **OCT 25 2016**
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WALL EASEMENT 3
 LYING IN
 SECTION 33, TOWNSHIP 43 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

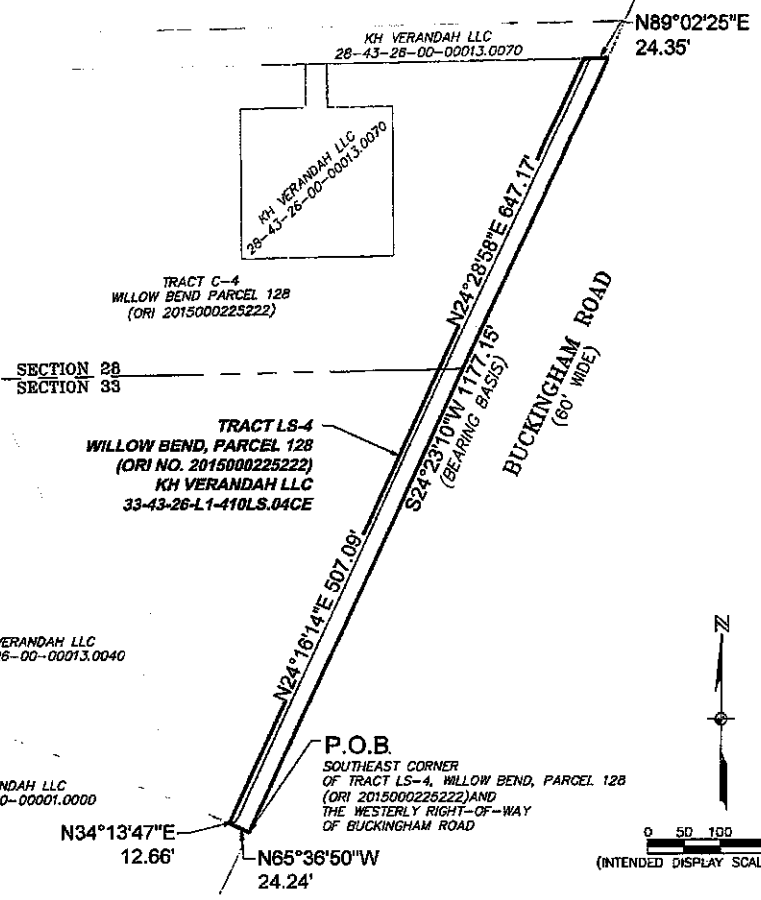


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 2122 JOHNSON STREET
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 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	33-46-23	1"=200'	1 OF 1

C:\2014\20149795-000\Surveying\Surveys\Verandah Wall Easements V2.dwg (4-S&D) T,F Oct 24, 2016 - 2:28pm



DESCRIPTION

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES LYING IN TRACT LS-4, WILLOW BEND, PARCEL 128, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2015000225222, OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEAST CORNER OF SAID TRACT LS-4 AND THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE); THENCE N.65°36'50\"W. ALONG THE SOUTH LINE OF SAID TRACT LS-4, A DISTANCE OF 24.24 FEET; THENCE N.34°13'47\"E. DEPARTING SAID SOUTH LINE, A DISTANCE OF 12.66 FEET; THENCE N.24°16'14\"E. A DISTANCE OF 507.09 FEET; THENCE N.24°28'58\"E., A DISTANCE OF 647.17 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT LS-4; THENCE N.89°02'25\"E. ALONG SAID NORTH LINE, A DISTANCE OF 24.35 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID TRACT LS-4 AND SAID WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE); THENCE S.24°23'10\"W. ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 1,177.15 FEET TO THE POINT OF BEGINNING

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WESTERLY LINE OF TRACT LS-4, WILLOW BEND, PARCEL 128, WHEREIN SAID WESTERLY LINE BEARS S.24°23'10\"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 26,453 SQUARE FEET (0.61 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 479, FLORIDA STATUTES.

KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: OCT 25 2016

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

WALL EASEMENT 4
LYING IN
TRACT LS-4, WILLOW BEND, PARCEL 128
OFFICIAL RECORDS INSTRUMENT NUMBER 2015000225222
LEE COUNTY, FLORIDA

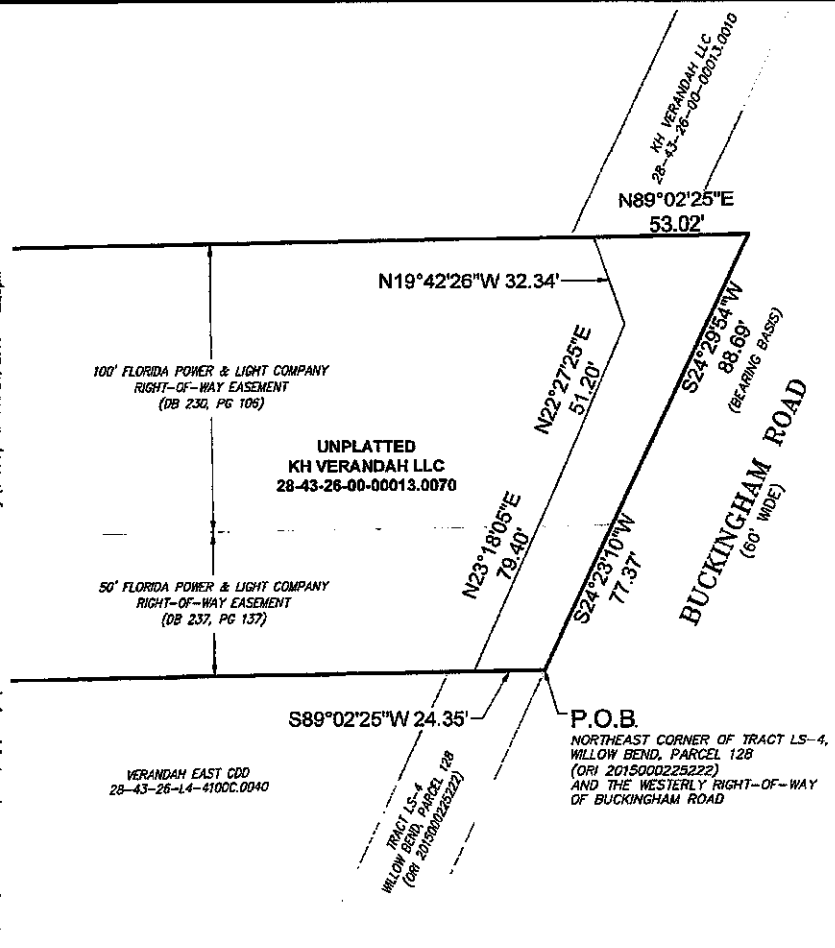


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 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	28-46-23	1"=200'	1 OF 1

C:\2014\20148795-000\Surveying\Surveys\Verandah Wall Easements VZ.dwg (S 560) IUP Oct 24, 2016 - 2:28pm



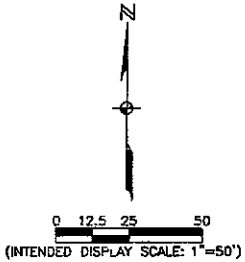
DESCRIPTION

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES, LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE NORTHEAST CORNER OF TRACT LS-4, WILLOW BEND, PARCEL 128, AS RECORDED IN INSTRUMENT NUMBER 2015000225222, OF PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE); THENCE S.89°02'25"W. ALONG THE NORTH LINE OF SAID TRACT LS-4, A DISTANCE OF 24.35 FEET; THENCE N.23°18'05"E. DEPARTING SAID NORTH LINE, A DISTANCE OF 79.40 FEET; THENCE N.22°27'25"E., A DISTANCE OF 51.20 FEET; THENCE N.19°42'26"W., A DISTANCE OF 32.34 FEET; THENCE N.89°02'25"E., A DISTANCE OF 53.02 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE); THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. S.24°29'54"W., A DISTANCE OF 88.69 FEET,
2. S.24°23'10"W., A DISTANCE OF 77.37 FEET,

TO THE POINT OF BEGINNING.



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD, WHEREIN SAID WESTERLY RIGHT-OF-WAY LINE BEARS S.24°29'54"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. DB = DEED BOOK
8. PG = PAGE
9. PARCEL CONTAINS 4,335 SQUARE FEET (0.10 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Riscassi

KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6433

DATE SIGNED:

OCT 25 2016

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

**WALL EASEMENT 5
LYING IN
SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA**

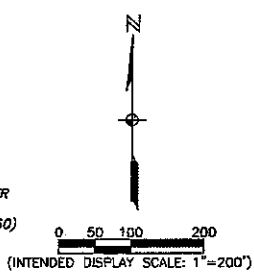
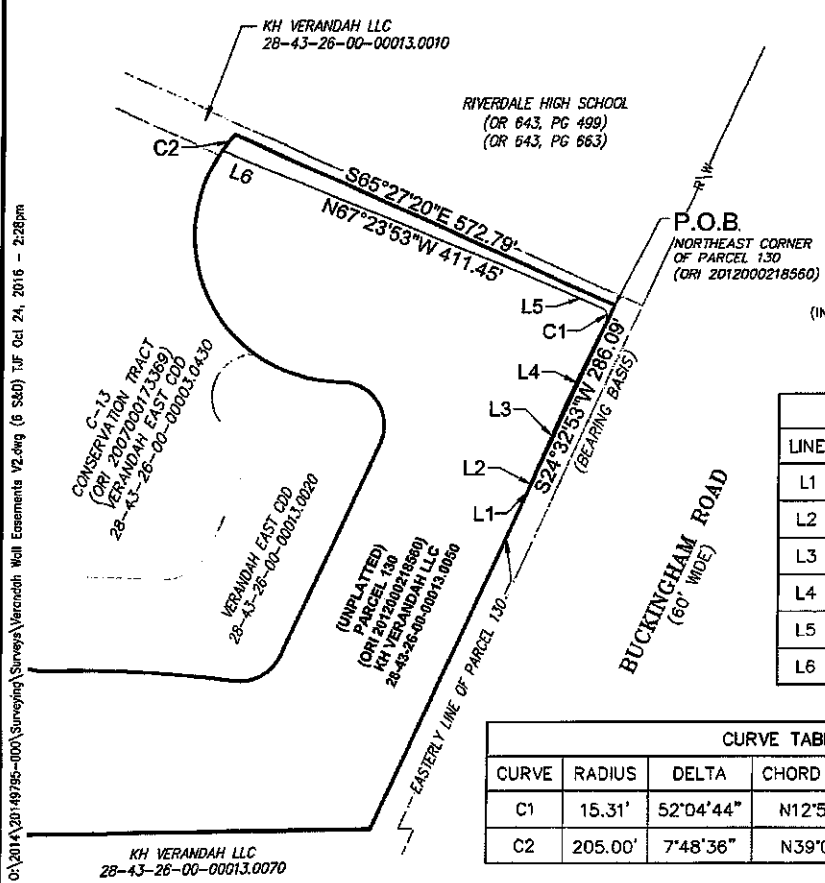


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E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	28-43-26	1"=50'	1 OF 1

C:\2014\20149795-000\Surveys\Verandah Wall Easements V2.dwg (6 S&D) TUF Oct 24, 2015 - 2:28pm



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N65°24'53"W	1.00'
L2	N22°52'30"E	23.29'
L3	N23°44'49"E	123.44'
L4	N25°36'12"E	117.50'
L5	N65°23'04"W	76.72'
L6	N66°48'29"W	82.48'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	15.31'	52°04'44"	N12°54'09"W	13.45'	13.92'
C2	205.00'	7°48'36"	N39°07'31"E	27.92'	27.94'

DESCRIPTION

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES, LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST, BEING A PART OF PARCEL 130, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000218560, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 130, THENCE RUN S.24°32'53"W. ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 130, A DISTANCE OF 286.09 FEET; THENCE N.65°24'53"W. DEPARTING SAID SOUTHEASTERLY LINE, A DISTANCE OF 1.00 FEET; THENCE N.22°52'30"E., A DISTANCE OF 23.29 FEET; THENCE N.23°44'49"E., A DISTANCE OF 123.44 FEET; THENCE N.25°36'12"E., A DISTANCE OF 117.50 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.31 FEET (CHORD BEARING N.12°54'09"W.) (CHORD 13.45 FEET) (DELTA 52°04'44") FOR A DISTANCE OF 13.92 FEET; THENCE N.65°23'04"W., A DISTANCE OF 76.72 FEET; THENCE N.67°23'53"W., A DISTANCE OF 411.45 FEET; THENCE N.66°48'29"W., A DISTANCE OF 82.48 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID PARCEL 130 AND A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET (CHORD BEARING N.39°07'31"E.) (CHORD 27.92 FEET) (DELTA 07°48'36") FOR A DISTANCE OF 27.94 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID PARCEL 130; THENCE S.65°27'20"E. ALONG SAID NORTHERLY LINE, A DISTANCE OF 572.79 FEET TO THE POINT OF BEGINNING.

NOTES:

- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- BEARINGS SHOWN HEREIN ARE BASED ON THE EASTERLY LINE OF PARCEL 130, BEARING S.24°32'53"W.
- THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
- P.O.B. = POINT OF BEGINNING
- OR = OFFICIAL RECORDS BOOK
- ORI = OFFICIAL RECORDS INSTRUMENT
- PG = PAGE
- PARCEL CONTAINS 11,130 SQUARE FEET (0.26 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 51-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

KEVIN M. RISCASSI (FOR THE FIRM L.B. #642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: OCT 25 2015
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**WALL EASEMENT 6
 LYING IN
 SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA**

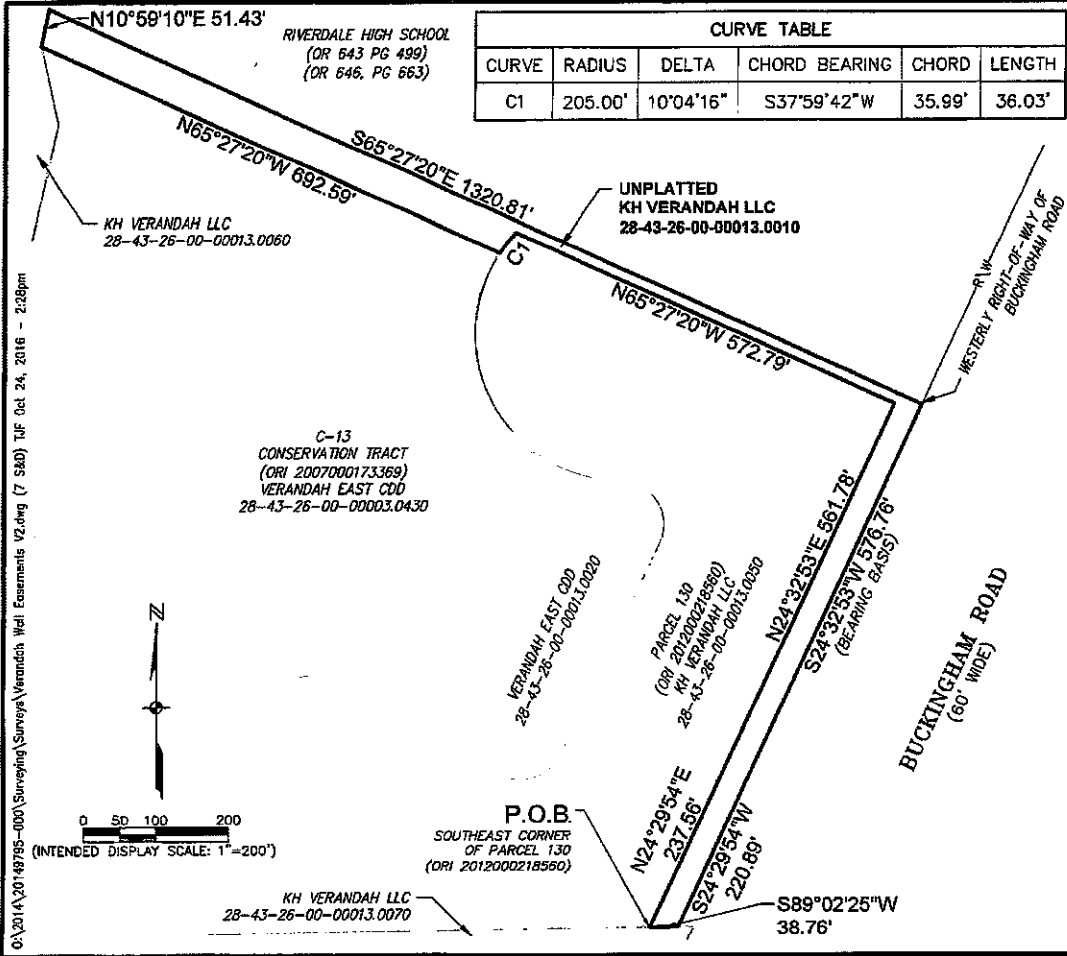


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SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	28-43-26	1"=200'	1 OF 1

C:\2014\201409795-000\Surveying\Surveys\Verandah Well Easements V2.dwg (7 S&D) TUF Oct 24, 2016 - 2:28pm



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	205.00'	10°04'16"	S37°59'42"W	35.99'	36.03'

DESCRIPTION
 A PARCEL OF LAND
 SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
 LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 130, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000218560, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE RUN ALONG THE BOUNDARY OF SAID PARCEL 130 FOR THE FOLLOWING FOUR (4) COURSES:

1. N.24°29'54"E., A DISTANCE OF 237.56 FEET,
2. N.24°32'53"E., A DISTANCE OF 561.78 FEET,
3. N.65°27'20"W., A DISTANCE OF 572.79 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT,
4. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET (CHORD BEARING S.37°59'42"W.) (CHORD 35.99 FEET) (DELTA 10°04'16") FOR A DISTANCE OF 36.03 FEET;

THENCE RUN N.65°27'20"W., DEPARTING SAID PARCEL BOUNDARY, A DISTANCE OF 692.59 FEET; THENCE N.10°59'10"E., A DISTANCE OF 51.43 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 643, PAGE 499, AND OFFICIAL RECORDS BOOK 646, PAGE 663, OF SAID PUBLIC RECORDS; THENCE S.65°27'20"E., ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 1,320.81 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE); THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. S.24°32'53"W., A DISTANCE OF 576.76 FEET,
2. S.24°29'54"W., A DISTANCE OF 220.89 FEET;

THENCE S.89°02'25"W., DEPARTING SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 38.76 FEET TO THE POINT OF BEGINNING.

THIS IS NOT A SURVEY

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF PARCEL 130, WHEREIN SAID LINE BEARS S.24°32'53"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 71,986 SQUARE FEET (1.65 ACRES), MORE OR LESS.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin B. Riscassi
 KEVIN B. RISCASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER,
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: **OCT 25 2016**
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WALL EASEMENT 7
 LYING IN
 SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
 LEE COUNTY, FLORIDA

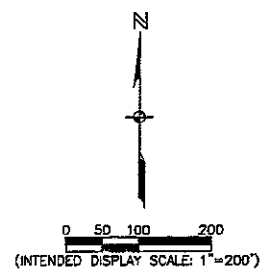
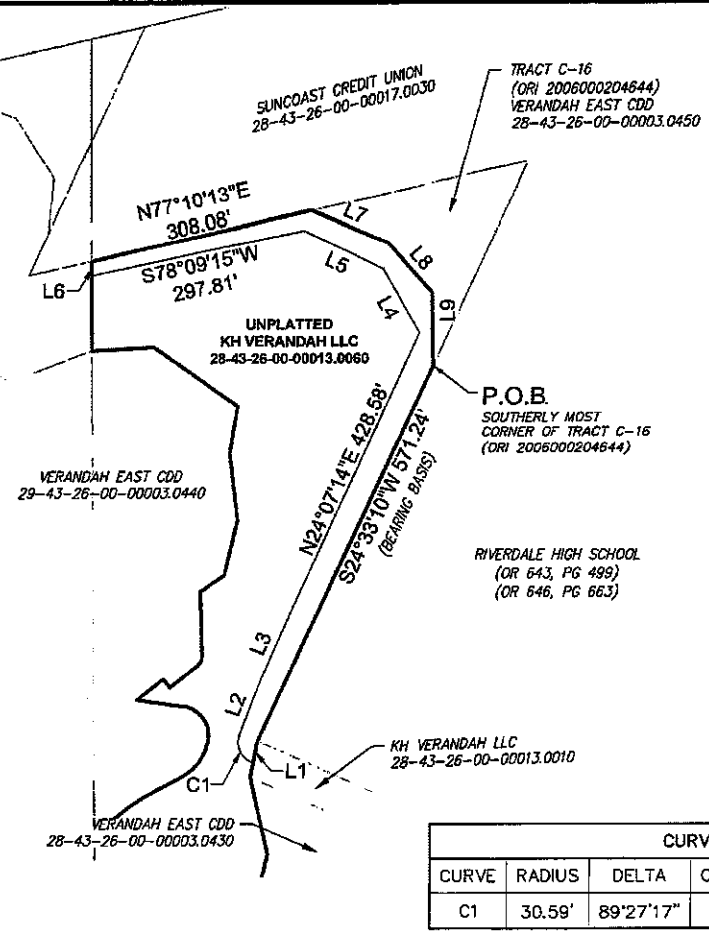


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SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	28-43-26	1"=200'	1 OF 1

C:\2014\20149795-009\Surveys\Verandah Wall Easements V2.dwg (6 580) TUF Oct 24, 2016 - 2:28pm



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S10°59'10"W	31.29'
L2	N20°39'58"E	76.80'
L3	N23°20'46"E	102.85'
L4	N29°13'26"W	101.94'
L5	N63°27'35"W	119.99'
L6	N00°27'46"W	19.75'
L7	S67°09'20"E	114.49'
L8	S40°55'17"E	92.65'
L9	S00°56'54"E	100.85'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	30.59'	89°27'17"	N26°27'47"W	43.05'	47.76'

DESCRIPTION

A PARCEL OF LAND
SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHERLY MOST CORNER OF TRACT C-16, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000204644, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE S.24°33'10"W., A DISTANCE OF 571.24 FEET; THENCE S.10°59'10"W., A DISTANCE OF 31.29 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 30.59 FEET (CHORD BEARING N.26°27'47"W.) (CHORD 43.05 FEET) (DELTA 89°27'17") FOR A DISTANCE OF 47.76 FEET; THENCE N.20°39'58"E., A DISTANCE OF 76.80 FEET; THENCE N.23°20'46"E., A DISTANCE OF 102.85 FEET; THENCE N.24°07'14"E., A DISTANCE OF 428.58 FEET; THENCE N.29°13'26"W., A DISTANCE OF 101.94 FEET; THENCE N.63°27'35"W., A DISTANCE OF 119.99 FEET; THENCE S.78°09'15"W., A DISTANCE OF 297.81 FEET; THENCE N.00°27'46"W., A DISTANCE OF 19.75 FEET; THENCE N.77°10'13"E., A DISTANCE OF 308.08 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID TRACT C-16; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. S.67°09'20"E., A DISTANCE OF 114.49 FEET,
2. S.40°55'17"E., A DISTANCE OF 92.65 FEET,
3. S.00°56'54"E., A DISTANCE OF 100.85 FEET,

TO THE POINT OF BEGINNING.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 643, PAGE 499, WHEREIN SAID NORTHWESTERLY LINE BEARS S.24°33'10"W..
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 35,443 SQUARE FEET (0.81 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 122, FLORIDA STATUTES.

Kevin M. Miscassi
 KEVIN M. MISCASSI, (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: OCT 25 2016
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WALL EASEMENT 8
LYING IN
SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

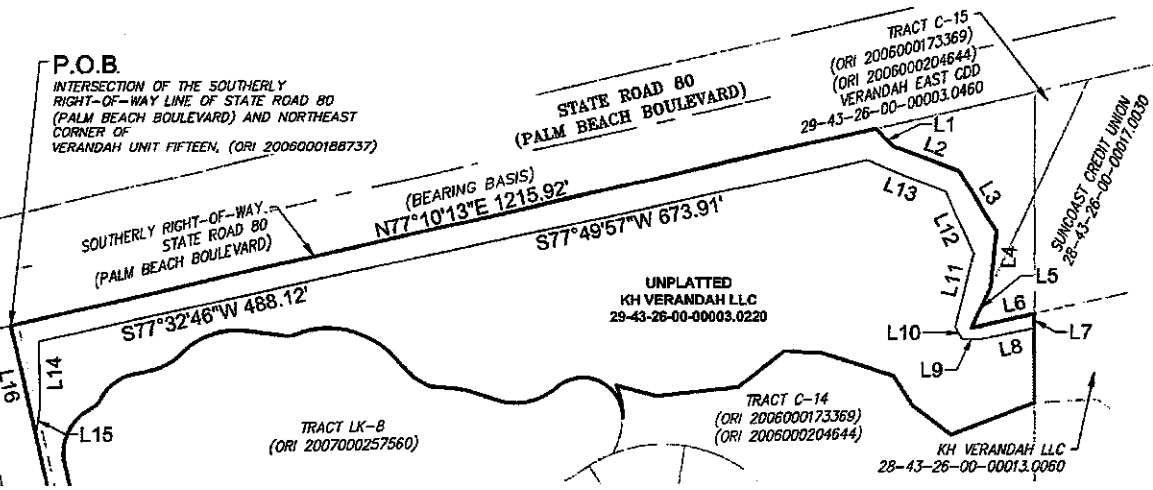


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SKETCH AND DESCRIPTION

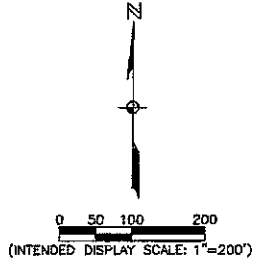
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-10-16	20149795-000	28-43-26	1"=200'	1 OF 1

C:\2014\20148795-000\Surveying\Surveys\Verandah Wall Easements V2.dwg (P. STD) TUF Oct 24, 2016 - 2:28pm



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S43°16'52"E	35.62'
L2	S69°55'14"E	96.04'
L3	S31°42'45"E	99.05'
L4	S05°21'35"W	77.59'
L5	S24°33'10"W	62.18'
L6	N77°10'13"E	88.04'
L7	S00°27'46"E	19.75'
L8	S78°11'56"W	74.59'

LINE TABLE		
LINE	BEARING	DISTANCE
L9	N89°23'30"W	26.34'
L10	N26°52'39"W	19.51'
L11	N13°28'58"E	104.37'
L12	N24°38'13"W	93.45'
L13	N68°00'43"W	117.08'
L14	S01°27'51"E	90.02'
L15	S07°55'46"W	41.87'
L16	S12°50'04"E	157.17'



DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 80 (PALM BEACH BOULEVARD) AND THE NORTHEAST CORNER OF VERANDAH UNIT FIFTEEN, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000188737, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE RUN N.77°10'13"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,215.92 FEET; THENCE S.43°16'52"E., DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 35.62 FEET; THENCE S.69°55'14"E., A DISTANCE OF 96.04 FEET; THENCE S.31°42'45"E., A DISTANCE OF 99.05 FEET; THENCE S.05°21'35"W., A DISTANCE OF 77.59 FEET; THENCE S.24°33'10"W., A DISTANCE OF 62.18 FEET; THENCE N.77°10'13"E., A DISTANCE OF 88.04 FEET; THENCE S.00°27'46"E., A DISTANCE OF 19.75 FEET; THENCE S.78°11'56"W., A DISTANCE OF 74.59 FEET; THENCE N.89°23'30"W., A DISTANCE OF 26.34 FEET; THENCE N.26°52'39"W., A DISTANCE OF 19.51 FEET; THENCE N.13°28'58"E., A DISTANCE OF 104.37 FEET; THENCE N.24°38'13"W., A DISTANCE OF 93.45 FEET; THENCE N.68°00'43"W., A DISTANCE OF 117.08 FEET; THENCE S.77°49'57"W., A DISTANCE OF 673.91 FEET; THENCE S.77°32'46"W., A DISTANCE OF 488.12 FEET; THENCE S.01°27'51"E., A DISTANCE OF 90.02 FEET; THENCE S.07°55'46"W., A DISTANCE OF 41.87 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID VERANDAH UNIT FIFTEEN; THENCE N.12°50'04"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 157.17 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 80 (PALM BEACH BOULEVARD), WHEREIN SAID LINE BEARS N.77°10'13"E.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 56,879 SQUARE FEET (1.31 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Riscassi
 KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6423
 DATE SIGNED: **Oct 25 2016**
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**WALL EASEMENT 9
 LYING IN
 SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
 LEE COUNTY, FLORIDA**



JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0046
 FAX: (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20148795-000	29-43-26	1"=200'	1 OF 1

STATE ROAD 80
(PALM BEACH BOULEVARD)

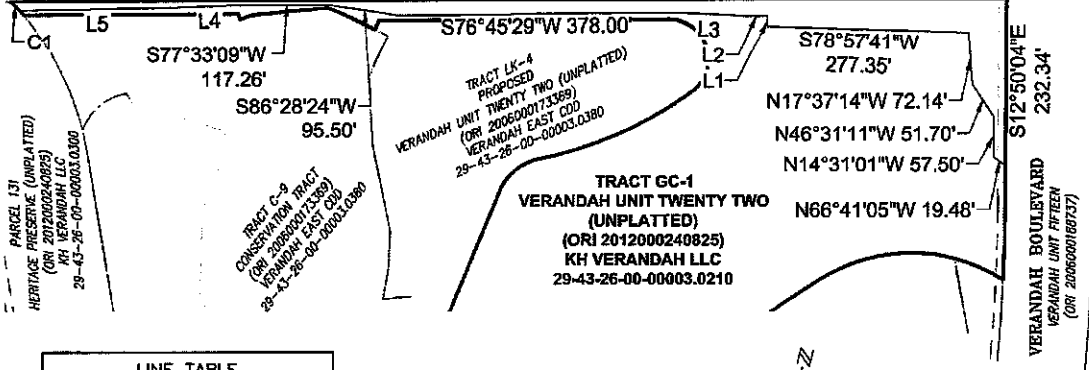
N77°10'13"E 1367.07'
(BEARING BASIS)

P.O.B.
INTERSECTION OF THE SOUTHERLY
RIGHT-OF-WAY LINE OF STATE ROAD 80
(PALM BEACH BOULEVARD)
AND THE NORTHWEST CORNER OF
VERANDAH UNIT FIFTEEN (VERANDAH BOULEVARD)
(ORI 200600188737)

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN TRACT GC-1, VERANDAH UNIT TWENTY TWO, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000240825, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD) AND THE NORTHWEST CORNER OF VERANDAH UNIT FIFTEEN (VERANDAH BOULEVARD), AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000188737, OF SAID PUBLIC RECORDS; THENCE S.12°50'04"E. ALONG THE WESTERLY LINE OF SAID VERANDAH BOULEVARD, A DISTANCE OF 232.34 FEET; THENCE N.66°41'05"W. DEPARTING SAID WESTERLY LINE, A DISTANCE OF 19.48 FEET; THENCE N.14°31'01"W., A DISTANCE OF 57.50 FEET; THENCE N.46°31'11"W., A DISTANCE OF 51.70 FEET; THENCE N.17°37'14"W., A DISTANCE OF 72.14 FEET; THENCE S.78°57'41"W., A DISTANCE OF 277.35 FEET; THENCE N.14°36'52"W., A DISTANCE OF 13.87 FEET; THENCE S.77°57'29"W., A DISTANCE OF 29.84 FEET; THENCE S.80°12'57"W., A DISTANCE OF 97.42 FEET; THENCE S.76°45'29"W., A DISTANCE OF 378.00 FEET; THENCE S.86°28'24"W., A DISTANCE OF 95.50 FEET; THENCE S.77°33'09"W., A DISTANCE OF 117.26 FEET; THENCE S.75°13'40"W., A DISTANCE OF 96.20 FEET; THENCE S.76°11'26"W., A DISTANCE OF 211.92 FEET; TO A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 395.00 FEET (CHORD BEARING N.55°30'55"W.) (CHORD 18.69 FEET) (DELTA 02°42'40") FOR A DISTANCE OF 18.69 FEET TO AN INTERSECTION SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD); THENCE N.77°10'13"E. ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1,367.07 FEET TO THE POINT OF BEGINNING.



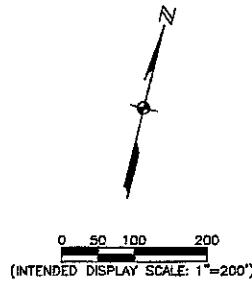
TRACT GC-1
VERANDAH UNIT TWENTY TWO
(UNPLATTED)
(ORI 2012000240825)
KH VERANDAH LLC
29-43-26-00-00003.0210

TRACT LK-4
PROPOSED
VERANDAH UNIT TWENTY TWO (UNPLATTED)
(ORI 2006000173369)
VERANDAH EAST CDD
29-43-26-00-00003.0380

TRACT C-9
CONSERVATION TRACT
(ORI 2008000173369)
VERANDAH EAST CDD
29-43-26-00-00003.0380

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14°36'52"W	13.87'
L2	S77°57'29"W	29.84'
L3	S80°12'57"W	97.42'
L4	S75°13'40"W	96.20'
L5	S76°11'26"W	211.92'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	395.00'	2°42'40"	N55°30'55"W	18.69'	18.69'



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD), WHEREIN SAID SOUTHERLY LINE BEARS N.77°10'13"E.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 37,644 SQUARE FEET (0.86 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6433

DATE SIGNED: OCT 25 2016

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

WALL EASEMENT 10
LYING IN
SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	29-43-26	1"=200'	1 OF 1

C:\2014\20149795-000\Surveying\Surveys\Verandah Well Easements V2.dwg (10 S&D) ICF Oct 24, 2016 - 2:26pm

C:\2014\20148795-000\Surveying\Surveys\Verandah Wall Easements V2.dwg (11 S&B) 14F Oct 24, 2016 - 2:28pm

KH VERANDAH LLC
29-43-26-00-00003.0230
(ORI 2012000240825)

P.O.B.
NORTHWEST CORNER OF
PARCEL 131, HERITAGE PRESERVE
(UNPLATTED)
(ORI 2012000240825)

**STATE ROAD 80
(PALM BEACH BOULEVARD)**

(BEARING BASIS)
N77°10'13"E 766.58'

SOUTHERLY RIGHT-OF-WAY
STATE ROAD 80
(PALM BEACH BOULEVARD)

KH VERANDAH LLC
29-43-26-00-00003.0210

S76°50'25"W 452.38'

S74°51'05"W 77.26'

TRACT C-9
(ORI 2006000173359)
VERANDAH EAST CDD
29-43-26-00-00003.0380

S77°18'58"W 248.88'

**PARCEL 131
HERITAGE PRESERVE
(UNPLATTED)
(ORI 2012000240825)
KH VERANDAH LLC
29-43-26-00-00003.0300**

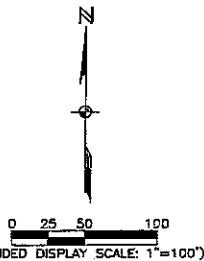
N01°22'04"W 230.49'
S01°31'53"E 212.22'

TRACT LK-1
(ORI 2007000257559)
VERANDAH EAST CDD
29-43-26-00-00003.0040

S88°37'56"W 5.09'

TRACT C-8
(ORI 2006000173359)
VERANDAH EAST CDD
29-43-26-00-00003.370

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	395.00'	2°42'07"	S55°31'12"E	18.62'	18.63'



DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST, BEING A PART OF PARCEL 131, HERITAGE PRESERVE AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000240825 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 131 AND ALSO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD), THENCE N.77°10'13"E ALONG THE NORTHERLY LINE OF SAID PARCEL 131, A DISTANCE OF 766.58 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT DEPARTING SAID NORTHERLY LINE AND HAVING A RADIUS OF 395.00 FEET (CHORD BEARING S.55°31'12"E.) (CHORD 18.62 FEET) (DELTA 02°42'07"). A DISTANCE OF 18.63 FEET; THENCE S.74°51'05"W, A DISTANCE OF 77.26 FEET; THENCE S.76°50'25"W, A DISTANCE OF 452.38 FEET; THENCE S.77°18'58"W, A DISTANCE OF 248.88 FEET; THENCE S.01°31'53"E, A DISTANCE OF 212.22 FEET TO AN INTERSECTION WITH THE SOUTH BOUNDARY LINE OF SAID PARCEL 131; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID BOUNDARY FOR THE FOLLOWING TWO (2) COURSES:

1. S.88°37'56"W, A DISTANCE OF 5.09 FEET,
2. N.01°22'04"W, A DISTANCE OF 230.49 FEET,

TO THE POINT OF BEGINNING.

NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Riscassi
KEVIN M. RISCASSI (FOR THE FIRM E.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE #B-6423

OCT 25 2016

DATE SIGNED: _____

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA-LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD), WHEREIN SAID SOUTHERLY LINE BEARS N.77°10'13"E.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 15,108 SQUARE FEET (0.35 ACRES), MORE OR LESS.

WALL EASEMENT 11
LYING IN
SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

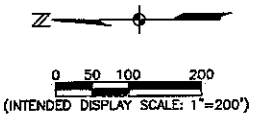
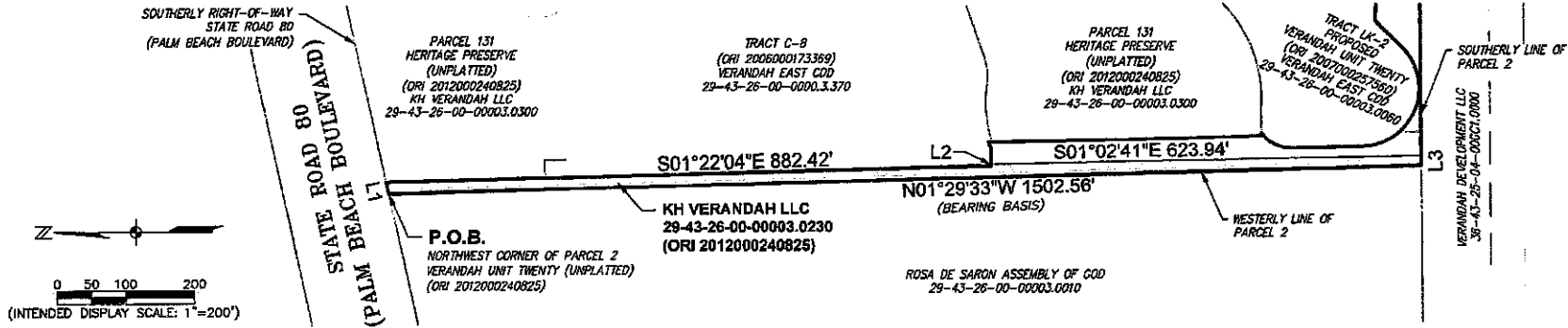


JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33802-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	29-43-46	1"=100'	1 OF 1

C:\2014\20149795-000\Surveying\Surveys\Verandah Wall Easements Y2.dwg (12.580) TUF Oct. 24, 2016 - 2:29pm



DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST, BEING A PART OF PARCEL 2, VERANDAH UNIT TWENTY, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000240825 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2, THENCE N.77°10'13"E. ALONG THE NORTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 18.64 FEET; THENCE S.01°22'04"E. DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 882.42 FEET; THENCE N.88°37'56"E., A DISTANCE OF 2.12 FEET; THENCE S.01°02'41"E., A DISTANCE OF 623.94 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID PARCEL 2; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PARCEL 2 FOR THE FOLLOWING TWO (2) COURSES:

1. S.89°02'25"W., A DISTANCE OF 13.60 FEET,
2. N.01°29'33"W., A DISTANCE OF 1,502.56 FEET,

TO THE POINT OF BEGINNING.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N77°10'13"E	18.64'
L2	N88°37'56"E	2.12'
L3	S89°02'25"W	13.60'

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WEST LINE OF PARCEL 2, WHEREIN SAID WEST LINE BEARS N.01°29'33"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 25,251 SQUARE FEET (0.58 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Risgassi
 KEVIN M. RISGASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433

DATE SIGNED: **OCT 25 2016**

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

**WALL EASEMENT 12
 LYING IN
 SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA**



JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0046
 FAX: (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	29-43-26	1"=200'	1 OF 1

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **KH Verandah LLC**, a Florida limited liability company and **Verandah Development LLC**, a Florida limited liability company, whose address for purposes hereof is 8875 Hidden River Parkway, Suite 150, Tampa, FL 33637 (each and collectively, “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Verandah East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Hardscaping wall as part of the infrastructure improvements contemplated in District’s Improvement Plan (collectively, the “**Personal Property**”) located on the real property described in the legal description and sketch attached hereto as Attachment A (the “**Real Property**”).

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that, to the extent of each individual Seller’s fee simple interest (if any) in the Real Property, they are the lawful owners of the Personal Property; that said Personal Property is free from all liens and encumbrances; that Seller has good right to sell said Personal Property; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the Personal Property and assets have been paid in full; and that Seller will warrant and defend the sale of its said Personal Property hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons claiming by and through Seller.

Notwithstanding anything to the contrary in Bill of Sale, the parties hereto acknowledge and agree that this Bill of Sale was prepared and delivered without the benefit of a title search or survey of the Real Property, and that the entities constituting Seller hereunder are not jointly and severally liable for the warranties of Seller in this Bill of Sale, but that each Seller’s warranties hereunder pertain only to the portion of the Personal Property owned by such Seller and located

within any portion of the Real Property of which such Seller is the fee simple title holder, if any. The Personal Property does not include landscaping or any other improvements, which are not expressly described herein and which may encroach or otherwise be located on the Real Property.

[Signature contained on following page]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in its name this 2nd day of November, 2016.

Signed, sealed and delivered in the presence of:

[Signature]
(Signature)

Sharon Webber
(Print Name)

[Signature]
(Signature)

Cindy Kay Martel
(Print Name)

SELLER:

KH VERANDAH LLC,
a Florida limited liability company

By: [Signature]
Paul Martin, Authorized Signatory

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2nd day of November, 2016, by Paul Martin, as Authorized Signatory of KH Verandah LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me, or [] has produced _____ as identification.



[Signature]
Notary Public

Signed, sealed and delivered
in the presence of:

[Handwritten Signature]
(Signature)

Sharon Webber
(Print Name)

[Handwritten Signature]
(Signature)

Cindy Kay Martel
(Print Name)

SELLER:

VERANDAH DEVELOPMENT LLC,
a Florida limited liability company

By: [Handwritten Signature]
Paul Martin, Authorized Signatory

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2nd day of November, 2016, by Paul Martin, as Authorized Signatory of Verandah Development LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me, or has produced _____ as identification.



[Handwritten Signature]
Notary Public

Signed, sealed and delivered
in the presence of:

[Signature]

(Signature)

Dearon Webber

(Print Name)

Cindy Kay Martel

(Signature)

Cindy Kay Martel

(Print Name)

ACCEPTED BY DISTRICT:

VERANDAH EAST COMMUNITY DEVELOPMENT
DISTRICT

[Signature]
chairman

, Board of Supervisors

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2nd day of November, 2016, by Paul Martin, as Chairman of the Board of Supervisors of the **Verandah East Community Development District**, a unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, on behalf of said District. He/she [X] is personally known to me, or [] has produced _____ as identification.



Cindy Kay Martel
Notary Public

ATTACHMENT A

JOINDER, CONSENT AND RELEASE BY MORTGAGEE

The undersigned U.S. Bank National Association d/b/a Housing Capital Company (hereinafter referred to as "Mortgagee"), being the owner and holder of that certain Master Form of Mortgage (Security Agreement and Assignment of Rents and Leases) by KH Verandah LLC, a Florida limited liability company in favor of Mortgagee, recorded on December 18, 2014 as Instrument Number 2014000257054, of the Public Records of Lee County, Florida (as amended and supplemented, collectively, the "Mortgage"), does hereby forever release from the lien and effect of said Mortgage all of the Personal Property being transferred to the Verandah East Community Development District as described in Bill of Sale.

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be executed the date and year first above written.

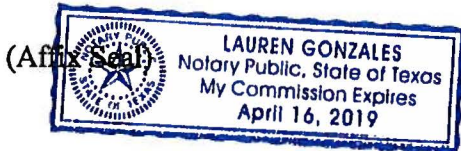
Mortgagee:

U.S. Bank National Association d/b/a
Housing Capital Company

By: *Sam A. Meade*
Printed Name: SAM A. MEADE
Title: SENIOR VICE PRESIDENT

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 28 day of October, 2016 by Sam Meade, as Senior Vice president, of U.S. Bank National Association d/b/a Housing Capital Company, who X is personally known to me or / / produced _____ as identification.

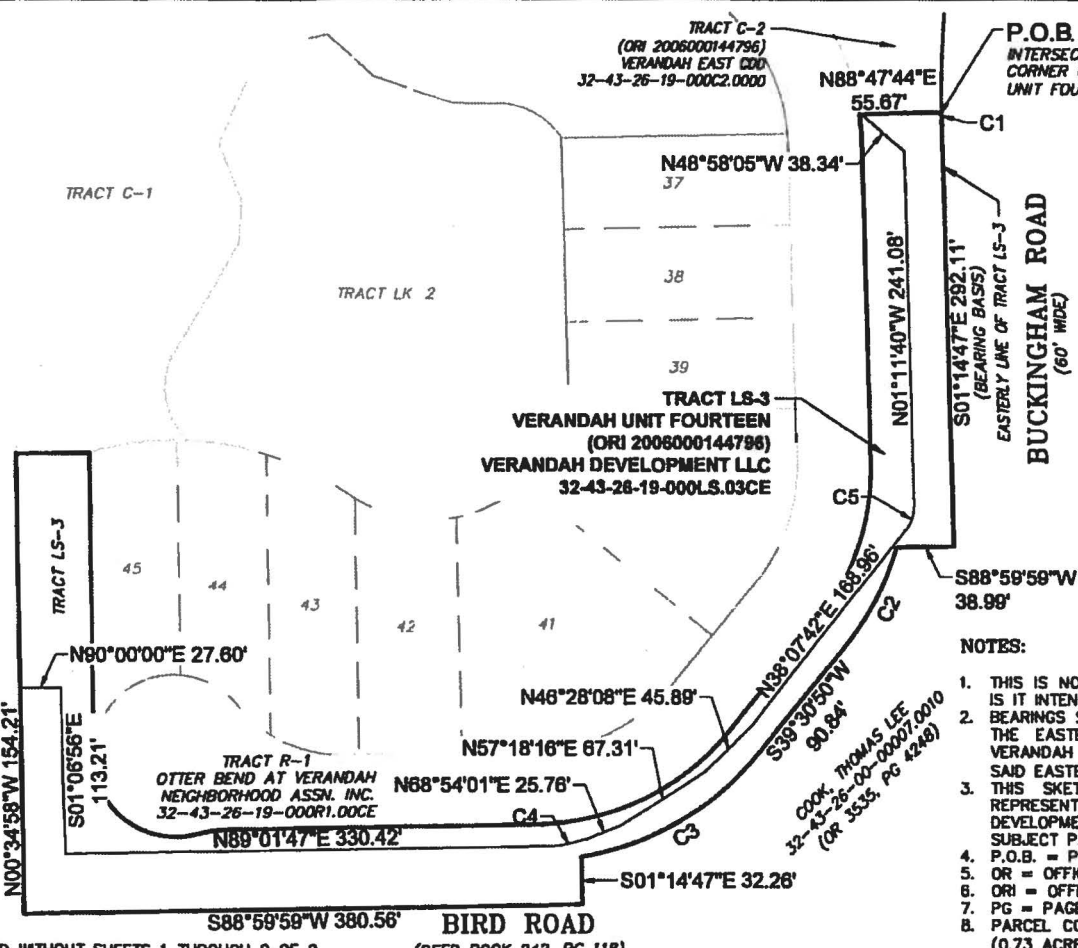


Notary Public *Lauren Gonzales*
Printed Name: _____

My Commission Expires: _____

G:\2014\20149785-000\Survey\Verandah Wall Easements V2.dwg (1 5) TUF Oct 24, 2016 - 2:27pm

SMITH, RIDNEY R TR L/E &
MINNICH WAYNE A JR TR L/E
32-43-26-00-00008.0000



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	730.00'	0°18'09"	S01°05'43"E	3.85'	3.85'
C2	200.00'	23°20'16"	S27°50'42"W	80.90'	81.46'
C3	210.03'	38°50'02"	S59°56'50"W	139.65'	142.36'
C4	87.70'	16°30'59"	N78°57'52"E	25.19'	25.28'
C5	26.13'	43°15'36"	N20°02'50"E	19.26'	19.73'

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER SJ-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Riscassi
 KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: **OCT 28 2016**
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2 (DEED BOOK 242, PG 118)

WALL EASEMENT 1
LYING IN
TRACT LS-3, VERANDAH UNIT FOURTEEN,
OFFICIAL RECORDS INSTRUMENT NUMBER 2006000144796
LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0046
 FAX: (239) 334-3681
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149785-000	32-43-26	1"=100'	1 OF 2

C:\2014\20140795-000\Surveying\Verandah\Verandah Well Easements V2.dwg (1 D) T.F Oct 24, 2018 - 2:28pm

DESCRIPTION
 A TRACT OR PARCEL OF LAND
 LYING IN
 TRACT LS-3, VERANDAH UNIT FOURTEEN
 AS RECORDED IN
 OFFICIAL RECORDS INSTRUMENT NUMBER 2006000144796,
 LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES, LYING IN TRACT LS-3, VERANDAH UNIT FOURTEEN AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000144796, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEAST CORNER OF SAID TRACT LS-3 AND THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE), THENCE RUN ALONG THE BOUNDARY OF SAID TRACT LS-3 FOR THE FOLLOWING NINE (9) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 730.00 FEET (CHORD BEARING S.01°05'43"E.) (CHORD 3.85 FEET) (DELTA 0°18'09") FOR A DISTANCE OF 3.85 FEET,
2. S.01°14'47"E., A DISTANCE OF 292.11 FEET,
3. S.88°59'59"W., A DISTANCE OF 38.99 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT,
4. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET (CHORD BEARING S.27°50'42"W.) (CHORD 80.90 FEET) (DELTA 23°20'16") FOR A DISTANCE OF 81.46 FEET,
5. S.39°30'50"W., A DISTANCE OF 90.84 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT,
6. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 210.03 FEET (CHORD BEARING S.59°56'50"W.) (CHORD 139.65 FEET) (DELTA 38°50'02") FOR A DISTANCE OF 142.36 FEET,
7. S.01°14'47"E., A DISTANCE OF 32.26 FEET,
8. S.88°59'59"W., A DISTANCE OF 380.56 FEET,
9. N.00°34'58"W., A DISTANCE OF 154.21 FEET;

THENCE N.90°00'00"E. DEPARTING SAID BOUNDARY, A DISTANCE OF 27.60 FEET; THENCE S.01°06'56"E., A DISTANCE OF 113.21 FEET; THENCE N.89°01'47"E., A DISTANCE OF 330.42 FEET A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 87.70 FEET (CHORD BEARING N.78°57'52"E.) (CHORD 25.19 FEET) (DELTA 16°30'59") FOR A DISTANCE OF 25.28 FEET; THENCE N.68°54'01"E., A DISTANCE OF 25.76 FEET; THENCE N.57°18'16"E., A DISTANCE OF 67.31 FEET; THENCE N.46°28'08"E., A DISTANCE OF 45.89 FEET; THENCE N.38°07'42"E., A DISTANCE OF 168.96 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 26.13 FEET (CHORD BEARING N.20°02'50"E.) (CHORD 19.26 FEET) (DELTA 43°15'36") FOR A DISTANCE OF 19.73 FEET; THENCE N.01°11'40"W., A DISTANCE OF 241.08 FEET; THENCE N.48°58'05"W., A DISTANCE OF 38.34 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT LS-3; THENCE N.88°47'44"E. ALONG SAID NORTH LINE, A DISTANCE OF 55.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,630 SQUARE FEET OR 0.73 ACRES, MORE OR LESS

BEARINGS SHOWN HEREIN ARE BASED ON THE EASTERLY LINE OF TRACT LS-3, VERANDAH UNIT FOURTEEN, WHEREIN SAID EASTERLY LINE BEARS S.01°14'47"E.

*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2

WALL EASEMENT 1
 LYING IN
 TRACT LS-3, VERANDAH UNIT FOURTEEN,
 OFFICIAL RECORDS INSTRUMENT NUMBER 2006000144796
 LEE COUNTY, FLORIDA

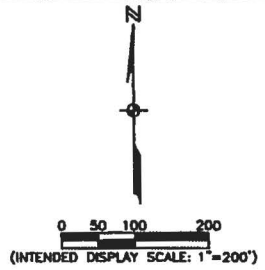
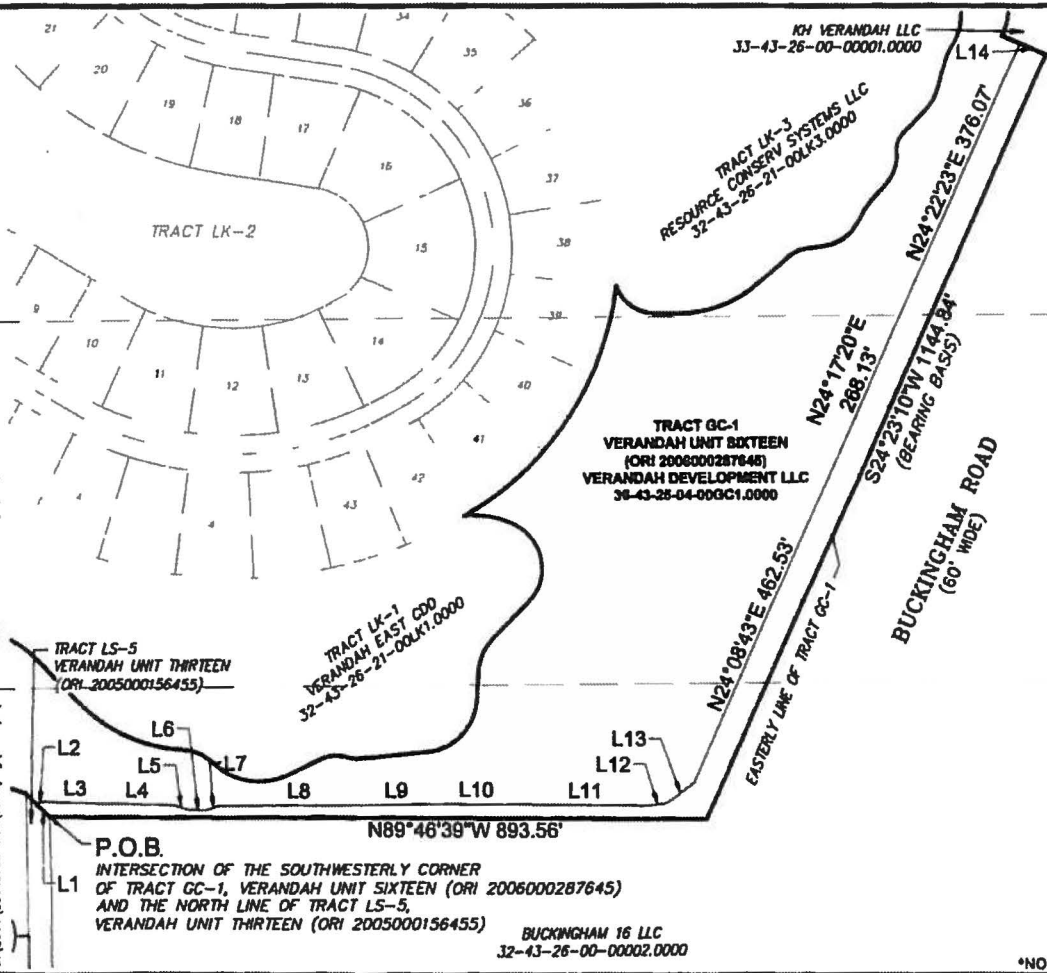


JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
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 PHONE: (239) 334-0046
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 E.B. #642 & L.B. #642

DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20140795-000	32-43-25	N/A	2 OF 2

D:\2014\20140705-0001\Surveying\Surveys\Verandah Wall Easements V2.dwg (2 S) T\F Oct 24, 2016 - 2:05pm



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE EASTERLY LINE OF TRACT GC-1, VERANDAH UNIT SIXTEEN, WHEREIN SAID EASTERLY LINE BEARS S.24°23'10\"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 60,056 SQUARE FEET (1.38 ACRES), MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°47'04\"W	25.36'
L2	N68°29'16\"E	10.04'
L3	S88°10'38\"E	77.20'
L4	S88°30'07\"E	100.94'
L5	S71°30'54\"E	20.34'
L6	S89°45'13\"E	25.35'
L7	N69°24'27\"E	16.73'
L8	N89°58'14\"E	194.02'
L9	N89°02'24\"E	97.65'
L10	S89°50'25\"E	118.13'
L11	S89°26'08\"E	174.35'
L12	N82°56'54\"E	25.37'
L13	N53°31'22\"E	46.22'
L14	S65°36'50\"E	38.70'

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Riscassi
 KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433

DATE SIGNED: SEP 25 2016

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

*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2

**WALL EASEMENT 2
 LYING IN
 TRACT GC-1, VERANDAH UNIT SIXTEEN
 OFFICIAL RECORDS INSTRUMENT NUMBER 2006000287645
 LEE COUNTY, FLORIDA**

JOHNSON ENGINEERING
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 2122 JOHNSON STREET
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 FORT MYERS, FLORIDA 33902-1550
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 FAX: (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20140705-000	32-48-23	1\"=200'	1 OF 2

C:\2014\20149795-000\Surveying\Surveys\Verandah Wall Easements V2.dwg (2 D) T\F Oct 14, 2016 - 2:26pm

DESCRIPTION

A PARCEL OF LAND
LYING IN
TRACT GC-1, VERANDAH UNIT SIXTEEN
AS RECORDED IN
OFFICIAL RECORDS INSTRUMENT NUMBER 2006000287645
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES, LYING IN TRACT GC-1, VERANDAH UNIT SIXTEEN AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000287645, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY CORNER OF SAID TRACT GC-1, AND THE NORTH LINE OF TRACT LS-5, VERANDAH UNIT THIRTEEN AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2005000156455 OF SAID PUBLIC RECORDS; THENCE N.44°47'04"W. ALONG THE SOUTHWESTERLY LINE OF SAID TRACT GC-1, A DISTANCE OF 25.36 FEET; THENCE N.68°29'16"E. DEPARTING SAID SOUTHWESTERLY LINE, A DISTANCE OF 10.04 FEET; THENCE S.88°10'38"E., A DISTANCE OF 77.20 FEET; THENCE S.88°30'07"E., A DISTANCE OF 100.94 FEET; THENCE S.71°30'54"E., A DISTANCE OF 20.34 FEET; THENCE S.89°45'13"E., A DISTANCE OF 25.35 FEET; THENCE N.69°24'27"E., A DISTANCE OF 16.73 FEET; THENCE N.89°58'14"E., A DISTANCE OF 194.02 FEET; THENCE N.89°02'24"E., A DISTANCE OF 97.65 FEET; THENCE S.89°50'25"E., A DISTANCE OF 118.13 FEET; THENCE S.89°26'08"E., A DISTANCE OF 174.35 FEET; THENCE N.82°56'54"E., A DISTANCE OF 25.37 FEET; THENCE N.53°31'22"E., A DISTANCE OF 46.22 FEET; THENCE N.24°08'43"E., A DISTANCE OF 462.53 FEET; THENCE N.24°17'20"E., A DISTANCE OF 268.13 FEET; THENCE N.24°22'23"E., A DISTANCE OF 376.07 FEET, TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID TRACT GC-1; THENCE ALONG SAID NORTHEASTERLY LINE AND THE EASTERLY AND SOUTHERLY LINE OF SAID TRACT GC-1 THE FOLLOWING THREE (3) COURSES:

1. S.65°36'50"E., A DISTANCE OF 38.70 FEET,
2. S.24°23'10"W., A DISTANCE OF 1,144.84 FEET,
3. N.89°46'39"W., A DISTANCE OF 893.56 FEET.

TO THE POINT OF BEGINNING.

CONTAINING 60,056 SQUARE FEET OR 1.38 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREIN ARE BASED ON THE EASTERLY LINE OF TRACT GC-1, VERANDAH UNIT SIXTEEN, WHEREIN SAID EASTERLY LINE BEARS S.24°23'10"W.

*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2

WALL EASEMENT 2
LYING IN
TRACT GC-1, VERANDAH UNIT SIXTEEN
OFFICIAL RECORDS INSTRUMENT NUMBER 2006000287645
LEE COUNTY, FLORIDA

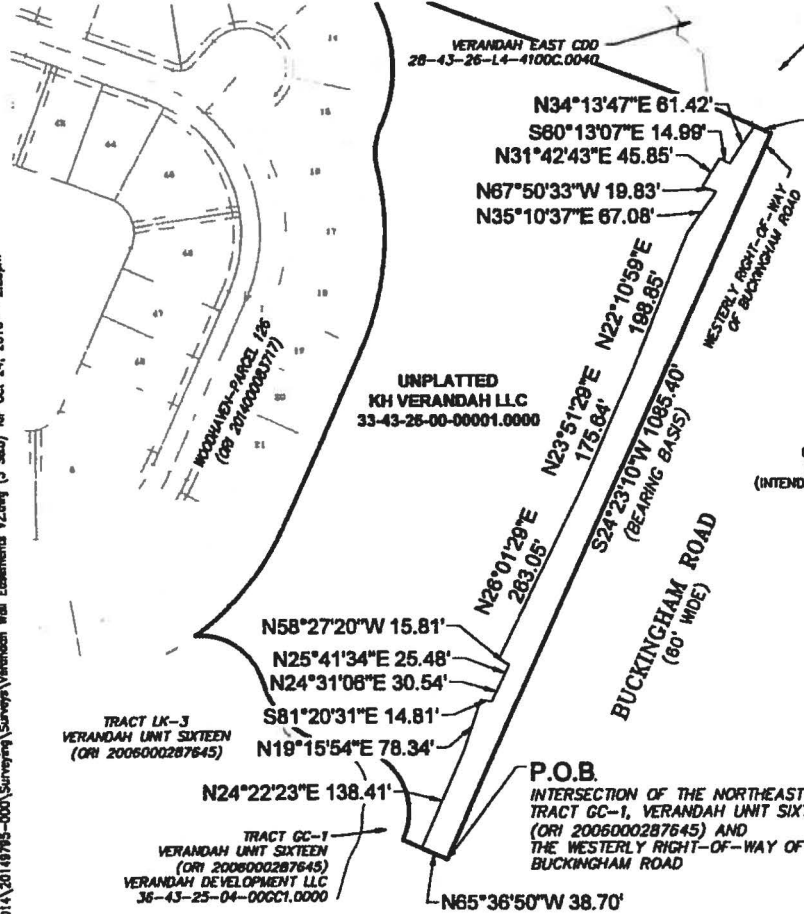


JOHNSON ENGINEERING, INC.
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PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	32-46-23	N/A	2 OF 2

D:\2014\20149795-000\Surveys\Verandah Wall Easements V2.dwg (3 S&B) T&F Oct 24, 2016 - 2:28pm



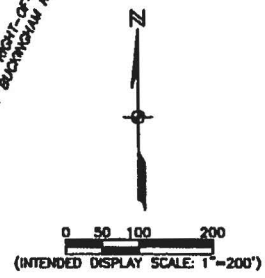
TRACT LS-4
WILLOW BEND-PARCEL 128
(ORI 2015000225222)
KH VERANDAH LLC
33-43-26-L1-410LS.04CE

VERANDAH EAST CDD
28-43-26-14-4100C.0040

UNPLATTED
KH VERANDAH LLC
33-43-28-00-00001.0000

TRACT LK-3
VERANDAH UNIT SIXTEEN
(ORI 2006000287645)

TRACT GC-1
VERANDAH UNIT SIXTEEN
(ORI 2006000287645)
VERANDAH DEVELOPMENT LLC
36-43-25-04-000C1.0000



DESCRIPTION
A PARCEL OF LAND LYING IN
SECTION 33, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY FLORIDA

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEAST CORNER OF TRACT GC-1, VERANDAH UNIT SIXTEEN, AS RECORDED IN INSTRUMENT NUMBER 2006000287645 OF SAID PUBLIC RECORDS AND THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE), THENCE N.65°36'50\"/>

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Riscassi
KEVIN M. RISCASSI (EOR) THE FIRM-L.B. 642
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6433
DATE SIGNED: **Oct 25 2016**

DATE SIGNED: _____
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A PROFESSIONAL LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF BUCKINGHAM ROAD, WHEREIN SAID WESTERLY LINE BEARS S.24°23'10\"/>

WALL EASEMENT 3
LYING IN
SECTION 33, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

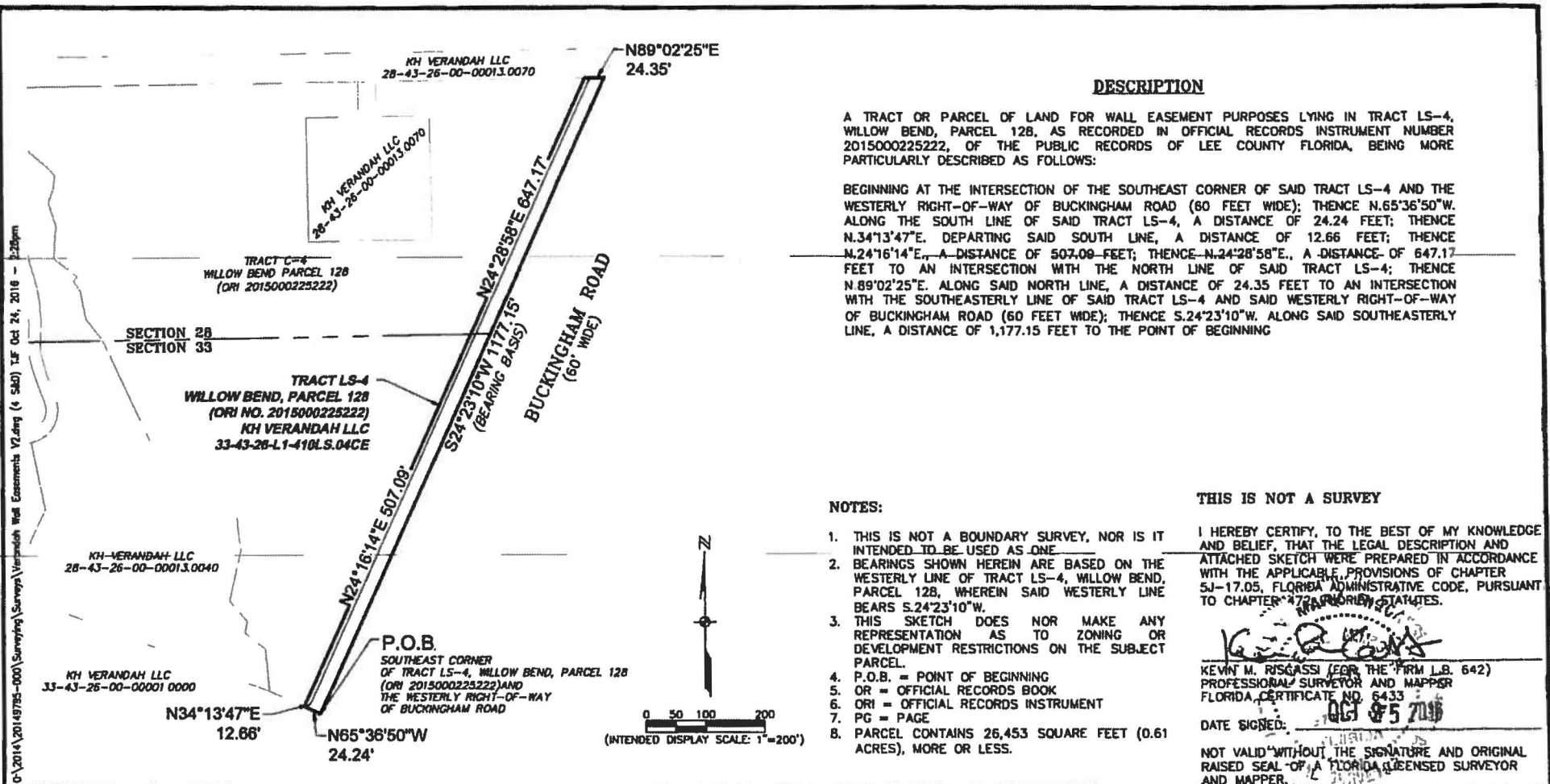


JOHNSON ENGINEERING, INC.
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PHONE: (239) 334-0046
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E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	33-46-23	1"=200'	1 OF 1

C:\2014\20149795-000\Surveying\Surveys\Verandah Wall Easements V2.dwg (6 S&B) T&F Oct 24, 2016 - 2:28pm



DESCRIPTION

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES LYING IN TRACT LS-4, WILLOW BEND, PARCEL 128, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2015000225222, OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEAST CORNER OF SAID TRACT LS-4 AND THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE); THENCE N.65°36'50\"W. ALONG THE SOUTH LINE OF SAID TRACT LS-4, A DISTANCE OF 24.24 FEET; THENCE N.34°13'47\"E. DEPARTING SAID SOUTH LINE, A DISTANCE OF 12.66 FEET; THENCE N.24°16'14\"E., A DISTANCE OF 507.09 FEET; THENCE N.24°28'58\"E., A DISTANCE OF 647.17 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT LS-4; THENCE N.89°02'25\"E. ALONG SAID NORTH LINE, A DISTANCE OF 24.35 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID TRACT LS-4 AND SAID WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE); THENCE S.24°23'10\"W. ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 1,177.15 FEET TO THE POINT OF BEGINNING

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WESTERLY LINE OF TRACT LS-4, WILLOW BEND, PARCEL 128, WHEREIN SAID WESTERLY LINE BEARS S.24°23'10\"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 26,453 SQUARE FEET (0.61 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Risicassi
 KEVIN M. RISICASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA, CERTIFICATE NO. 6433
 DATE SIGNED: **Oct 25 2016**
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



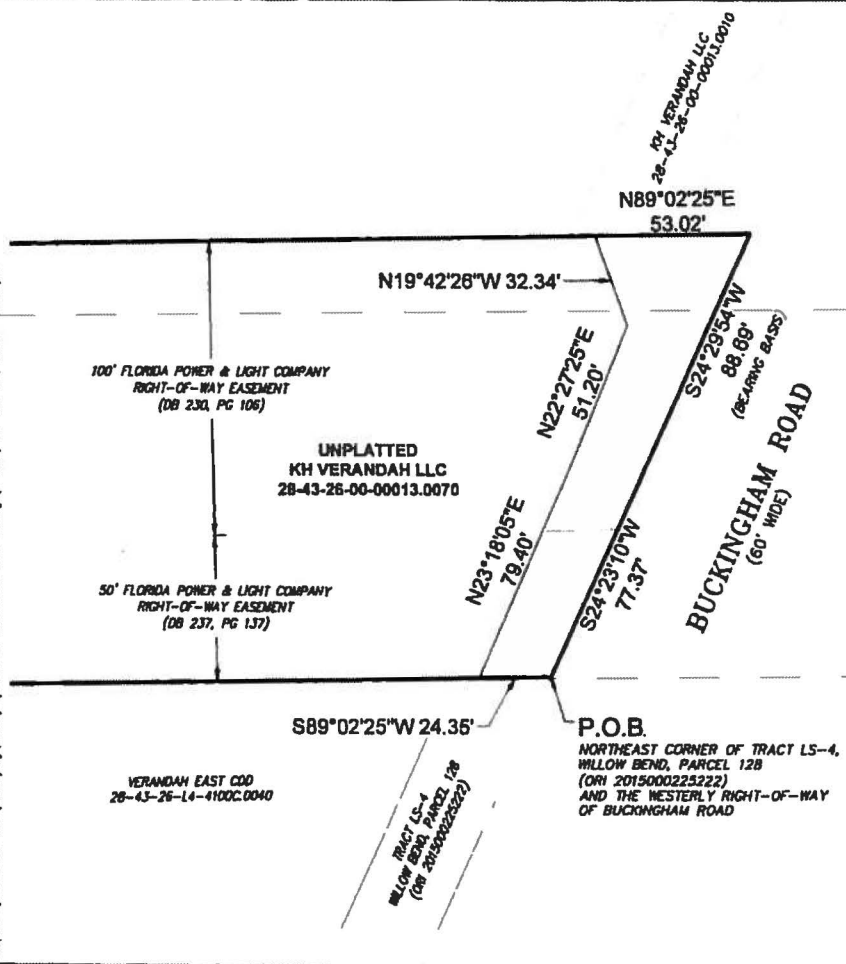
JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
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 PHONE: (239) 334-0046
 FAX: (239) 334-3681
 E.B. #642 & L.B. #642

**WALL EASEMENT 4
 LYING IN
 TRACT LS-4, WILLOW BEND, PARCEL 128
 OFFICIAL RECORDS INSTRUMENT NUMBER 2015000225222
 LEE COUNTY, FLORIDA**

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	28-46-23	1"=200'	1 OF 1

D:\2014\20140705-000\Surveying\Surveys\Verandah Wall Easements V2.dwg (S 540) TJP Oct 24, 2016 - 2:28pm

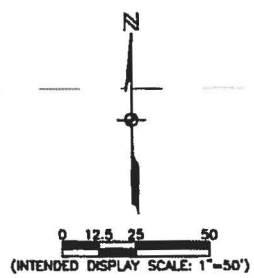


DESCRIPTION

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES, LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE NORTHEAST CORNER OF TRACT LS-4, WILLOW BEND, PARCEL 128, AS RECORDED IN INSTRUMENT NUMBER 2015000225222, OF PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE); THENCE S.89°02'25\"/>

1. S.24°29'54\"/>



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD, WHEREIN SAID WESTERLY RIGHT-OF-WAY LINE BEARS S.24°29'54\"/>

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Riscossi
 KEVIN M. RISCOSSI, P.O. THE FIRM 120.642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: **OCT 25 2016**
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WALL EASEMENT 5
 LYING IN
 SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

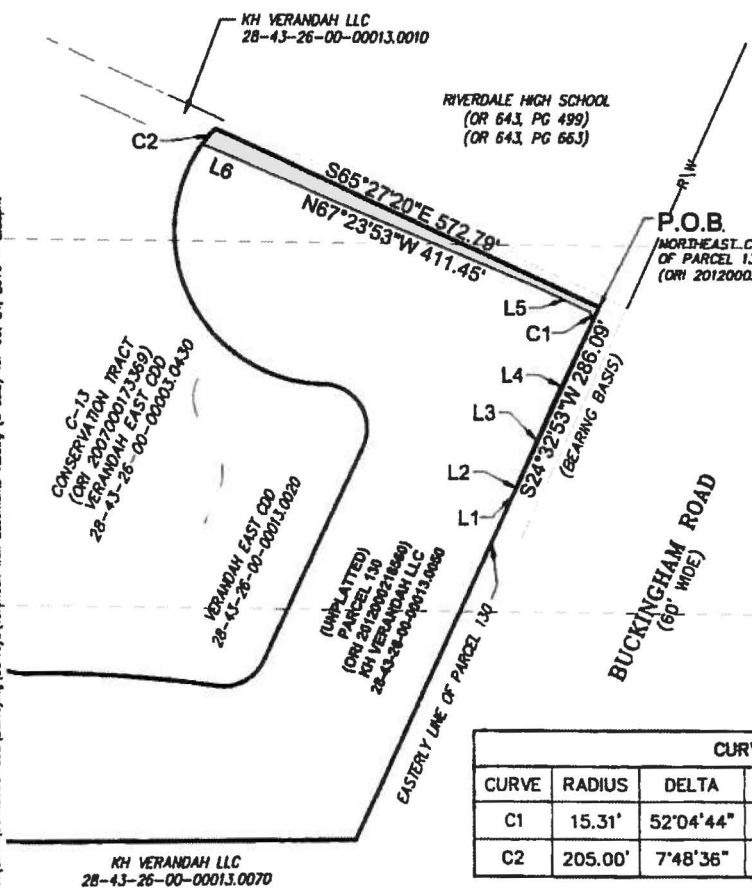


JOHNSON ENGINEERING, INC.
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 PHONE: (239) 334-0046
 FAX: (239) 334-3681
 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

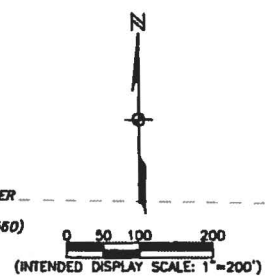
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149705-000	28-43-26	1"=50'	1 OF 1

C:\2014\20149795-0001\Surveying\Surveys\Verandah Wall Easements V2.dwg (6 S&D) T&F Oct 24, 2015 - 2:28pm



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N65°24'53"W	1.00'
L2	N22°52'30"E	23.29'
L3	N23°44'49"E	123.44'
L4	N25°36'12"E	117.50'
L5	N65°23'04"W	76.72'
L6	N66°48'29"W	82.48'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	15.31'	52°04'44"	N12°54'09"W	13.45'	13.92'
C2	205.00'	7°48'36"	N39°07'31"E	27.92'	27.94'



DESCRIPTION

A TRACT OR PARCEL OF LAND FOR WALL EASEMENT PURPOSES, LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 28 EAST, BEING A PART OF PARCEL 130, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000218560, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 130, THENCE RUN S.24°32'53"W. ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 130, A DISTANCE OF 286.09 FEET; THENCE N.65°24'53"W. DEPARTING SAID SOUTHEASTERLY LINE, A DISTANCE OF 1.00 FEET; THENCE N.22°52'30"E., A DISTANCE OF 23.29 FEET; THENCE N.23°44'49"E., A DISTANCE OF 123.44 FEET; THENCE N.25°36'12"E., A DISTANCE OF 117.50 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.31 FEET (CHORD BEARING N.12°54'09"W.) (CHORD 13.45 FEET) (DELTA 52°04'44") FOR A DISTANCE OF 13.92 FEET; THENCE N.65°23'04"W., A DISTANCE OF 76.72 FEET; THENCE N.67°23'53"W., A DISTANCE OF 411.45 FEET; THENCE N.66°48'29"W., A DISTANCE OF 82.48 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID PARCEL 130 AND A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET (CHORD BEARING N.39°07'31"E.) (CHORD 27.92 FEET) (DELTA 07°48'36") FOR A DISTANCE OF 27.94 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID PARCEL 130; THENCE S.65°27'20"E. ALONG SAID NORTHERLY LINE, A DISTANCE OF 572.79 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE EASTERLY LINE OF PARCEL 130, BEARING S.24°32'53"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 11,130 SQUARE FEET (0.26 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Rucchi
 KEVIN M. RUCCHI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: OCT 27 2015
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

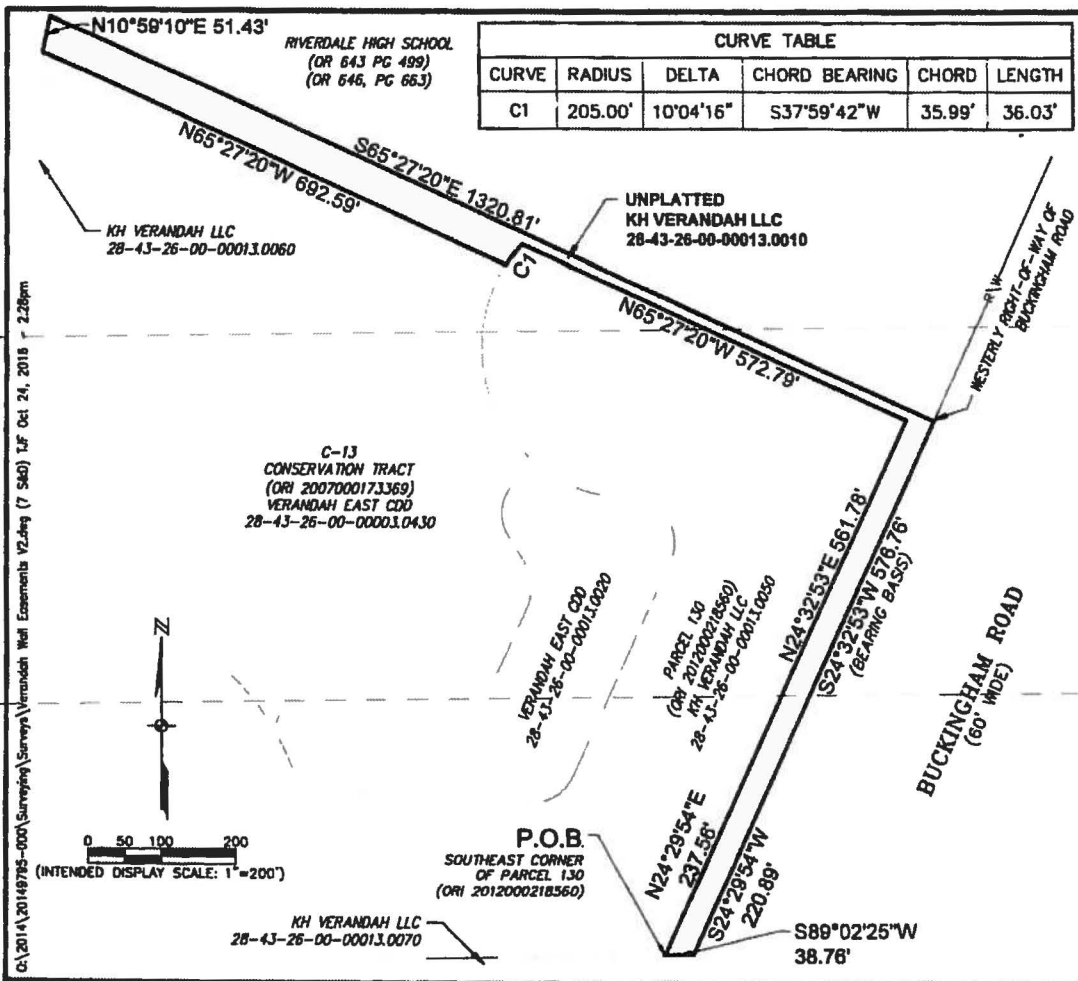
**WALL EASEMENT 6
 LYING IN
 SECTION 28, TOWNSHIP 43 SOUTH, RANGE 28 EAST
 LEE COUNTY, FLORIDA**



JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0048
 FAX: (239) 334-3081
 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	28-43-26	1"=200'	1 OF 1



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	205.00'	10°04'16"	S37°59'42"W	35.99'	36.03'

DESCRIPTION
 A PARCEL OF LAND
 SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
 LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 130, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000218560, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE RUN ALONG THE BOUNDARY OF SAID PARCEL 130 FOR THE FOLLOWING FOUR (4) COURSES:

1. N.24°29'54"E., A DISTANCE OF 237.56 FEET,
2. N.24°32'53"E., A DISTANCE OF 561.78 FEET,
3. N.65°27'20"W., A DISTANCE OF 572.79 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT,
4. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET (CHORD BEARING S.37°59'42"W.) (CHORD 35.99 FEET) (DELTA 10°04'16") FOR A DISTANCE OF 36.03 FEET;

THENCE RUN N.65°27'20"W., DEPARTING SAID PARCEL BOUNDARY, A DISTANCE OF 692.59 FEET; THENCE N.10°59'10"E., A DISTANCE OF 51.43 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 643, PAGE 499, AND OFFICIAL RECORDS BOOK 646, PAGE 663, OF SAID PUBLIC RECORDS; THENCE S.65°27'20"E., ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 1,320.81 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF BUCKINGHAM ROAD (60 FEET WIDE); THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. S.24°32'53"W., A DISTANCE OF 576.78 FEET,
2. S.24°29'54"W., A DISTANCE OF 220.89 FEET;

THENCE S.89°02'25"W., DEPARTING SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 38.76 FEET TO THE POINT OF BEGINNING.

THIS IS NOT A SURVEY

NOTES:

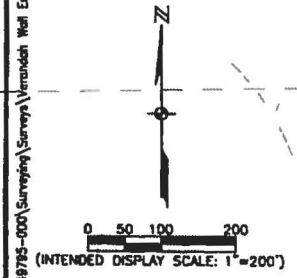
1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF PARCEL 130, WHEREIN SAID LINE BEARS S.24°32'53"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 71,986 SQUARE FEET (1.65 ACRES), MORE OR LESS.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin J. Riscassi
 KEVIN J. RISCASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER,
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: OCT 25 2018

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

C:\2014\20140785-000\Surveying\Survey\Verandah Wall Easements V2.dwg (7.540) IJF Oct 24, 2018 2:28pm



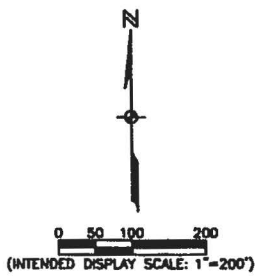
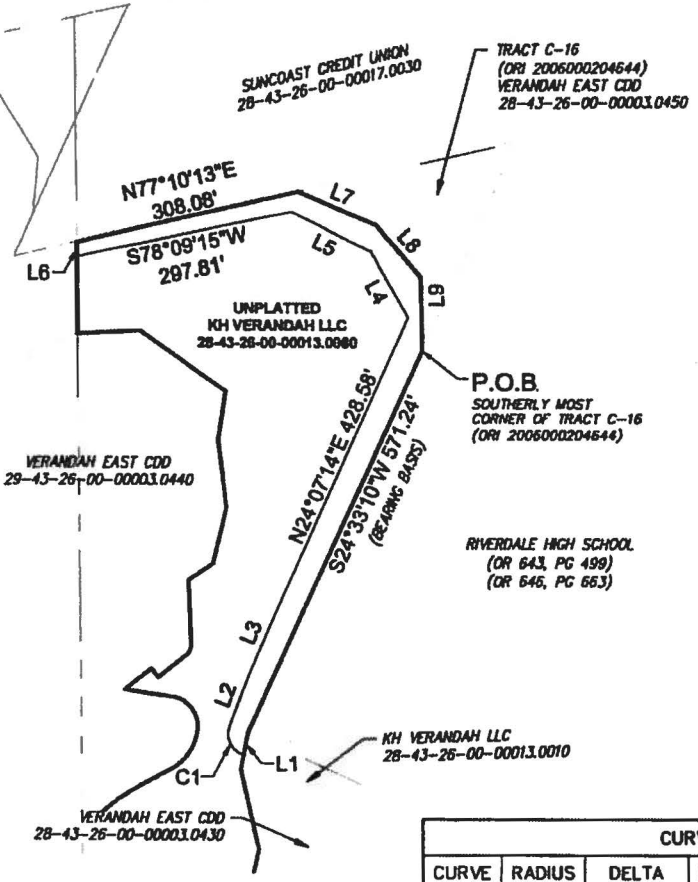
WALL EASEMENT 7
 LYING IN
 SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
 LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0046
 FAX: (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20140785-000	28-43-26	1"=200'	1 OF 1

D:\2014\20148795-0001\Surveying\Surveys\Verandah Wall Easements V2.dwg (8 S&D) T\F Oct 24, 2016 - 2:28pm



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S10°59'10"W	31.29'
L2	N20°39'58"E	76.80'
L3	N23°20'46"E	102.85'
L4	N29°13'26"W	101.94'
L5	N63°27'35"W	119.99'
L6	N00°27'46"W	19.75'
L7	S67°09'20"E	114.49'
L8	S40°55'17"E	92.65'
L9	S00°56'54"E	100.85'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	30.59'	89°27'17"	N26°27'47"W	43.05'	47.76'

DESCRIPTION
A PARCEL OF LAND
SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF TRACT C-16, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000204644, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE S.24°33'10"W., A DISTANCE OF 571.24 FEET; THENCE S.10°59'10"W., A DISTANCE OF 31.29 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 30.59 FEET (CHORD BEARING N.26°27'47"W.) (CHORD 43.05 FEET) (DELTA 89°27'17") FOR A DISTANCE OF 47.76 FEET; THENCE N.20°39'58"E., A DISTANCE OF 76.80 FEET; THENCE N.23°20'46"E., A DISTANCE OF 102.85 FEET; THENCE N.24°07'14"E., A DISTANCE OF 428.58 FEET; THENCE N.29°13'26"W., A DISTANCE OF 101.94 FEET; THENCE N.63°27'35"W., A DISTANCE OF 119.99 FEET; THENCE S.78°09'15"W., A DISTANCE OF 297.81 FEET; THENCE N.00°27'46"W., A DISTANCE OF 19.75 FEET; THENCE N.77°10'13"E., A DISTANCE OF 308.08 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID TRACT C-16; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. S.67°09'20"E., A DISTANCE OF 114.49 FEET,
2. S.40°55'17"E., A DISTANCE OF 92.65 FEET,
3. S.00°56'54"E., A DISTANCE OF 100.85 FEET,

TO THE POINT OF BEGINNING.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 643, PAGE 499, WHEREIN SAID NORTHWESTERLY LINE BEARS S.24°33'10"W..
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 35,443 SQUARE FEET (0.81 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 40A, FLORIDA STATUTES.

Kevin M. Bispassi
 KEVIN M. BISPASSI (FOR THE FIRM, L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: 10/25/2016
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WALL EASEMENT 8
 LYING IN
 SECTION 28, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
 LEE COUNTY, FLORIDA

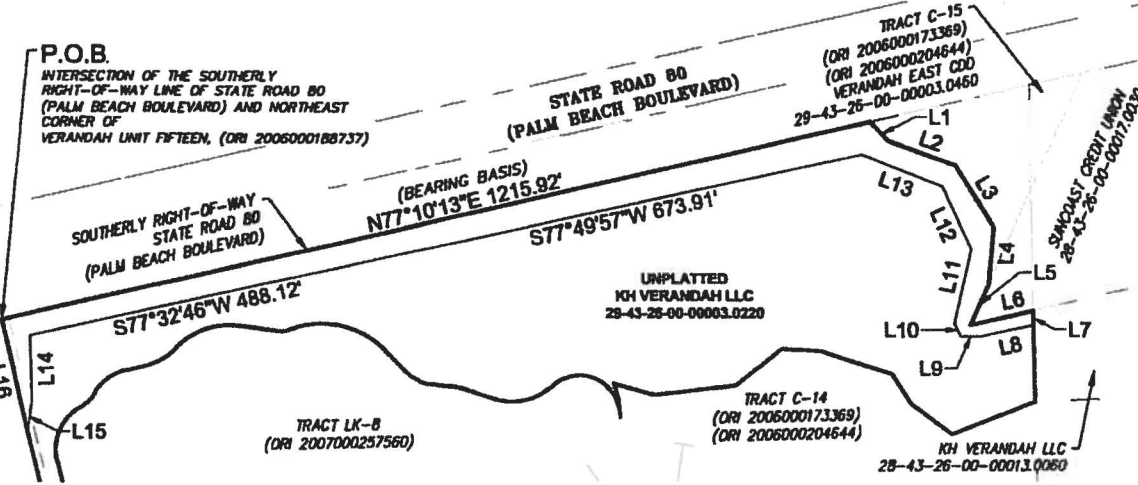


JOHNSON ENGINEERING, INC.
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 PHONE: (239) 334-0046
 FAX: (239) 334-3681
 E.B. #842 & L.B. #642

SKETCH AND DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-10-16	20148795-000	28-43-26	1=200'	1 OF 1

C:\2014\20140785-000\SURVEYING\Surveys\Verandah Wall Easements V2.dwg 1:8 Oct 24, 2016 - 2:20pm

P.O.B.
 INTERSECTION OF THE SOUTHERLY
 RIGHT-OF-WAY LINE OF STATE ROAD 80
 (PALM BEACH BOULEVARD) AND NORTHEAST
 CORNER OF
 VERANDAH UNIT FIFTEEN, (ORI 2006000188737)



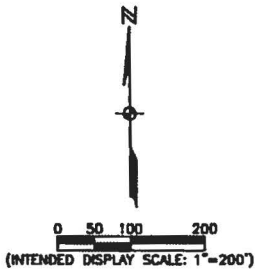
DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 80 (PALM BEACH BOULEVARD) AND THE NORTHEAST CORNER OF VERANDAH UNIT FIFTEEN, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000188737, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE RUN N.77°10'13"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,215.92 FEET; THENCE S.43°16'52"E, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 35.62 FEET; THENCE S.69°55'14"E, A DISTANCE OF 96.04 FEET; THENCE S.31°42'45"E, A DISTANCE OF 99.05 FEET; THENCE S.05°21'35"W, A DISTANCE OF 77.59 FEET; THENCE S.24°33'10"W, A DISTANCE OF 62.18 FEET; THENCE N.77°10'13"E, A DISTANCE OF 88.04 FEET; THENCE S.00°27'46"E, A DISTANCE OF 19.75 FEET; THENCE S.78°11'56"W, A DISTANCE OF 74.59 FEET; THENCE N.89°23'30"W, A DISTANCE OF 26.34 FEET; THENCE N.26°52'39"W, A DISTANCE OF 19.51 FEET; THENCE N.13°28'58"E, A DISTANCE OF 104.37 FEET; THENCE N.24°38'13"W, A DISTANCE OF 93.45 FEET; THENCE N.68°00'43"W, A DISTANCE OF 117.08 FEET; THENCE S.77°49'57"W, A DISTANCE OF 673.91 FEET; THENCE S.77°32'46"W, A DISTANCE OF 488.12 FEET; THENCE S.01°27'51"E, A DISTANCE OF 90.02 FEET; THENCE S.07°55'46"W, A DISTANCE OF 41.87 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID VERANDAH UNIT FIFTEEN; THENCE N.12°50'04"W, ALONG SAID EASTERLY LINE, A DISTANCE OF 157.17 FEET TO THE POINT OF BEGINNING.

LINE	BEARING	DISTANCE
L1	S43°16'52"E	35.62'
L2	S69°55'14"E	96.04'
L3	S31°42'45"E	99.05'
L4	S05°21'35"W	77.59'
L5	S24°33'10"W	62.18'
L6	N77°10'13"E	88.04'
L7	S00°27'46"E	19.75'
L8	S78°11'56"W	74.59'

LINE	BEARING	DISTANCE
L9	N89°23'30"W	26.34'
L10	N26°52'39"W	19.51'
L11	N13°28'58"E	104.37'
L12	N24°38'13"W	93.45'
L13	N68°00'43"W	117.08'
L14	S01°27'51"E	90.02'
L15	S07°55'46"W	41.87'
L16	S12°50'04"E	157.17'



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 80 (PALM BEACH BOULEVARD), WHEREIN SAID LINE BEARS N.77°10'13"E.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 56,879 SQUARE FEET (1.31 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER SJ-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 478, FLORIDA STATUTES.

Kevin M. Biscassi
 KEVIN M. BISCASSI (FOR THE PRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 8423
 DATE SIGNED: STATE OF FLORIDA
 OCT 25 2016
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**WALL EASEMENT 9
 LYING IN
 SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST,
 LEE COUNTY, FLORIDA**



JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
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 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0046
 FAX: (239) 334-3661
 E.B. #842 & L.B. #842

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149785-000	29-43-26	1"=200'	1 OF 1

STATE ROAD 80
(PALM BEACH BOULEVARD)

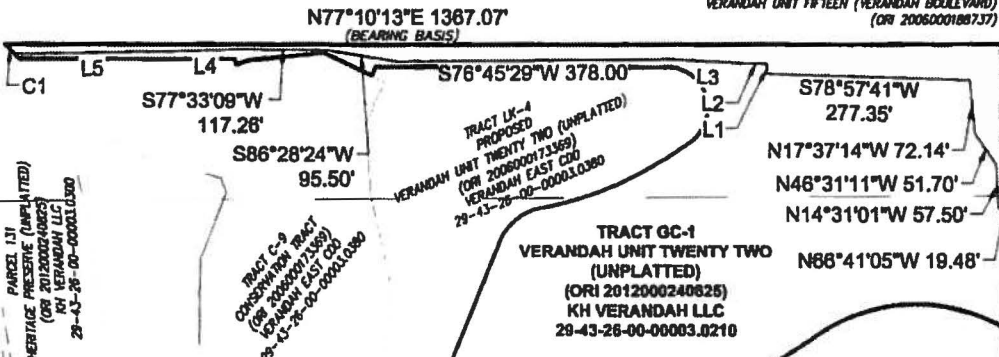
P.O.B.

INTERSECTION OF THE SOUTHERLY
RIGHT-OF-WAY LINE OF STATE ROAD 80
(PALM BEACH BOULEVARD)
AND THE NORTHWEST CORNER OF
VERANDAH UNIT FIFTEEN (VERANDAH BOULEVARD)
(ORI 2006000188737)

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN TRACT GC-1, VERANDAH UNIT TWENTY TWO, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000240825, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD) AND THE NORTHWEST CORNER OF VERANDAH UNIT FIFTEEN (VERANDAH BOULEVARD), AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000188737, OF SAID PUBLIC RECORDS; THENCE S.12°50'04"E. ALONG THE WESTERLY LINE OF SAID VERANDAH BOULEVARD, A DISTANCE OF 232.34 FEET; THENCE N.66°41'05"W. DEPARTING SAID WESTERLY LINE, A DISTANCE OF 19.48 FEET; THENCE N.14°31'01"W., A DISTANCE OF 57.50 FEET; THENCE N.46°31'11"W., A DISTANCE OF 51.70 FEET; THENCE N.17°37'14"W., A DISTANCE OF 72.14 FEET; THENCE S.78°57'41"W., A DISTANCE OF 277.35 FEET; THENCE N.14°36'52"W., A DISTANCE OF 13.87 FEET; THENCE S.77°57'29"W., A DISTANCE OF 29.84 FEET; THENCE S.80°12'57"W., A DISTANCE OF 97.42 FEET; THENCE S.76°45'29"W., A DISTANCE OF 378.00 FEET; THENCE S.86°28'24"W., A DISTANCE OF 95.50 FEET; THENCE S.77°33'09"W., A DISTANCE OF 117.26 FEET; THENCE S.75°13'40"W., A DISTANCE OF 96.20 FEET; THENCE S.76°11'26"W., A DISTANCE OF 211.92 FEET; TO A POINT ON A NON-TANGENTIAL CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 395.00 FEET (CHORD BEARING N.55°30'55"W.) (CHORD 18.69 FEET) (DELTA 02°42'40") FOR A DISTANCE OF 18.69 FEET TO AN INTERSECTION SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD); THENCE N.77°10'13"E. ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1,367.07 FEET TO THE POINT OF BEGINNING.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N14°36'52"W	13.87'
L2	S77°57'29"W	29.84'
L3	S80°12'57"W	97.42'
L4	S75°13'40"W	96.20'
L5	S76°11'26"W	211.92'

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	395.00'	2°42'40"	N55°30'55"W	18.69'	18.69'

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD), WHEREIN SAID SOUTHERLY LINE BEARS N.77°10'13"E.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 37,644 SQUARE FEET (0.86 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6433

DATE SIGNED: OCT 25 2016

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

WALL EASEMENT 10
LYING IN
SECTION 29; TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3681
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	29-43-26	1"=200'	1 OF 1

D:\2014\120149795-000\Surveys\Verandah Wall Easement VZ.dwg (10 S40) T.F. Oct 24, 2016 - 2:28pm
 PARCEL 131
 HERITAGE PRESERVE (UNPLATTED)
 (ORI 2012000240825)
 (ORI 2006000188737)
 (ORI 2006000188737)
 KH VERANDAH LLC
 VERANDAH EAST CDO
 29-43-26-00-00003.0210

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KH VERANDAH LLC
29-43-26-00-00003.0230
(ORI 2012000240825)

**STATE ROAD 80
(PALM BEACH BOULEVARD)**
(BEARING BASIS)
N77°10'13"E 766.58'

SOUTHERLY RIGHT-OF-WAY
STATE ROAD 80
(PALM BEACH BOULEVARD)

KH VERANDAH LLC
29-43-26-00-00003.0210

P.O.B.
NORTHWEST CORNER OF
PARCEL 131, HERITAGE PRESERVE
(UNPLATTED)
(ORI 2012000240825)

N01°22'04"W 230.49'
S01°31'53"E 212.22'

S77°18'58"W 248.88'

S76°50'25"W 452.38'

S74°51'05"W 77.26'

TRACT C-9
(ORI 2006000173369)
VERANDAH EAST CDD
29-43-26-00-00003.0380

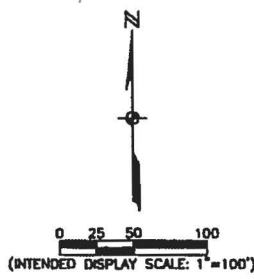
PARCEL 131
HERITAGE PRESERVE
(UNPLATTED)
(ORI 2012000240825)
KH VERANDAH LLC
29-43-26-00-00003.0300

TRACT LK-1
(ORI 2007000257559)
VERANDAH EAST CDD
29-43-26-00-00003.0040

TRACT C-8
(ORI 2006000173369)
VERANDAH EAST CDD
29-43-26-00-00003.3370

S88°37'56"W 5.09'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	395.00'	2°42'07"	S55°31'12"E	18.62'	18.63'



DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST, BEING A PART OF PARCEL 131, HERITAGE PRESERVE AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000240825 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 131 AND ALSO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD), THENCE N.77°10'13"E, ALONG THE NORTHERLY LINE OF SAID PARCEL 131, A DISTANCE OF 766.58 FEET TO A POINT ON A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT DEPARTING SAID NORTHERLY LINE AND HAVING A RADIUS OF 395.00 FEET (CHORD BEARING S.55°31'12"E.) (CHORD 18.62 FEET) (DELTA 02°42'07"), A DISTANCE OF 18.63 FEET; THENCE S.74°51'05"W, A DISTANCE OF 77.26 FEET; THENCE S.76°50'25"W, A DISTANCE OF 452.38 FEET; THENCE S.77°18'58"W, A DISTANCE OF 248.88 FEET; THENCE S.01°31'53"E, A DISTANCE OF 212.22 FEET TO AN INTERSECTION WITH THE SOUTH BOUNDARY LINE OF SAID PARCEL 131; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID BOUNDARY FOR THE FOLLOWING TWO (2) COURSES:

1. S.88°37'56"W, A DISTANCE OF 5.09 FEET,
 2. N.01°22'04"W, A DISTANCE OF 230.49 FEET,
- TO THE POINT OF BEGINNING.

NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 47A, FLORIDA STATUTES.

Kevin M. Riscassi

KEVIN M. RISCASSI (FOR THE FIRM, L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6493

DATE SIGNED: Oct 25 2016 STATE OF FLORIDA

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

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 (PALM BEACH BOULEVARD), WHEREIN SAID SOUTHERLY LINE BEARS N.77°10'13"E.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 15,108 SQUARE FEET (0.35 ACRES), MORE OR LESS.

WALL EASEMENT 11
LYING IN
SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

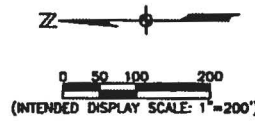
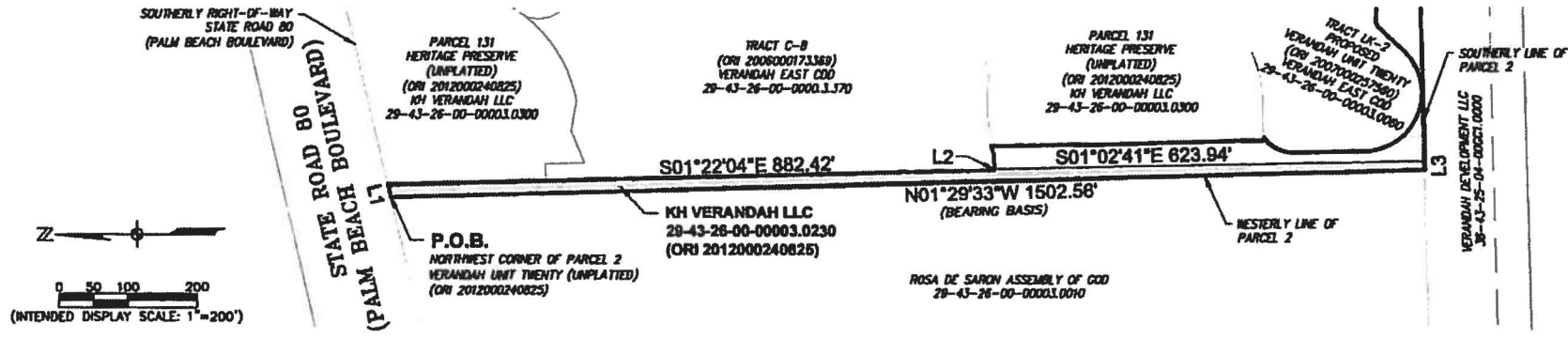


JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
EDRT MYERS, FLORIDA 33802-1550
PHONE: (239) 334-0046
FAX: (239) 334-3861
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20148795-000	29-43-46	1"=100'	1 OF 1

G:\2014\20149795-000\Surveying\Surveys\Verandah Wall Easements V2.dwg (12 560) T\F Oct 24, 2016 - 2:29pm



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N77°10'13"E	18.64'
L2	N88°37'56"E	2.12'
L3	S89°02'25"W	13.60'

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST, BEING A PART OF PARCEL 2, VERANDAH UNIT TWENTY, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012000240825 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2, THENCE N.77°10'13"E. ALONG THE NORTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 18.64 FEET; THENCE S.01°22'04"E. DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 882.42 FEET; THENCE N.88°37'56"E., A DISTANCE OF 2.12 FEET; THENCE S.01°02'41"E., A DISTANCE OF 623.94 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID PARCEL 2; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PARCEL 2 FOR THE FOLLOWING TWO (2) COURSES:

1. S.89°02'25"W., A DISTANCE OF 13.60 FEET,
 2. N.01°29'33"W., A DISTANCE OF 1,502.56 FEET,
- TO THE POINT OF BEGINNING.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARINGS SHOWN HEREIN ARE BASED ON THE WEST LINE OF PARCEL 2, WHEREIN SAID WEST LINE BEARS N.01°29'33"W.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
4. P.O.B. = POINT OF BEGINNING
5. OR = OFFICIAL RECORDS BOOK
6. ORI = OFFICIAL RECORDS INSTRUMENT
7. PG = PAGE
8. PARCEL CONTAINS 25,251 SQUARE FEET (0.58 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER SJ-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Kevin M. Risassi

KEVIN M. RISASSI (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433

DATE SIGNED: **OCT 24 2016**

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

**WALL EASEMENT 12
 LYING IN
 SECTION 29, TOWNSHIP 43 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA**



JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0048
 FAX: (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-20-16	20149795-000	29-43-26	1"=200'	1 OF 1

**AMENDED AND RESTATED AGREEMENT BETWEEN THE
VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT
AND VERANDAH COMMUNITY ASSOCIATION, INC.,
FOR FACILITY MANAGEMENT, OPERATION, AND MAINTENANCE SERVICES**

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THIS AMENDED AND RESTATED AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2022, by and between:

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Verandah East Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

Verandah Community Association, Inc., a Florida not-for-profit corporation, whose address is 270 West Plant Street, #340, Winter Garden, Florida 34787 (the "Association").

Deleted: 2100 S. Hiawasse Road, Orlando,

This Agreement replaces in its entirety the Agreement Between the Verandah East Community Development District and Verandah Community Association, Inc., for Certain Maintenance Services of Hardscaping Improvements entered into by the parties on October 19, 2016 (the "Original Effective Date").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance of the Board of County Commissioners in and for Lee County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure including those facilities identified in the attached **Exhibit A** (the "Improvements" or the "District Property") requiring inspection, operation and/or maintenance services for which the District desires to retain an independent contractor; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain the District Property.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. ASSOCIATION’S OBLIGATION.

- A. General duties.** The Association shall be responsible for providing, or causing to be provided, the management, operation, and maintenance of the District Property in a lawful manner. All work shall be in a neat and professional manner and in accordance with industry standards. The Association has the sole and exclusive discretion to determine and direct the work of the vendor performing any services on its behalf under this Agreement.
- B. Inspection.** The Association shall conduct regular inspections of all District Property. In the event the Association discovers any irregularities of, or needs of repair to, the District Property, the Association shall report same to the District Manager or its designated representative and Association shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. Repair and Maintenance.** The Association shall make, or cause to be made, such routine repair work or normal maintenance to the District Property as may be required for the operation of the District Property, or as required under applicable government permits. The Association, in consultation with the District Engineer, shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the District. The Association shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs. Association shall not be responsible for the maintenance or repair of District Property for which Association is not provided, or refused, access. Association shall promptly notify District of any denial or restrictions on its access that would affect Association’s ability to perform its obligations under this Agreement.
- D. Investigation and Report of Accidents/Claims.** The Association shall promptly investigate and provide a written report to the District Manager as to all accidents or claims for damage relating to the management, operation, and maintenance of the District Property of which it becomes aware or is notified. Such report shall include a description of any damage or destruction of property, as well as the estimated cost of repair when known. The Association shall cooperate and make available any and all reports required by any insurance company in connection with any accident or claim. The Association shall not file any claims with the District’s insurance company without the prior consent of the District’s Board of Supervisors, which shall not be unreasonably withheld, conditioned or delayed.

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E. Compliance with Government Permits, Rules, Regulations, Requirements, and Orders. The Association shall comply with any and all permits, rules, regulations, requirements, and orders affecting the District Property placed thereon by any governmental authority having jurisdiction. At the request of the District, and with at least ~~sixty (60)~~ days' prior written notice to the Association unless an earlier time for response by the District is required by any such governmental authority having jurisdiction over the District and in any such event the Association shall respond within a timeframe such as to allow the District to timely respond to the governmental authority, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the Association's maintenance and operation of the District Property. The Association shall notify the District Manager and District Counsel in writing of any contact made with the Association relative to the District Property by any such governmental authority having jurisdiction. The Association shall specifically indemnify the District for any penalties, judgments, or orders levied or imposed against the District for failure to comply with any governmental permits, rules, regulations, requirements, and orders during the term of this Agreement that are due to Association's willful failure to respond to the District.

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F. Care of the Property. The Association shall use commercially reasonable efforts to protect the District Property from damage by the Association, its employees or contractors. The Association agrees to promptly repair any damage to the District Property resulting from the Association's activities and work and to notify the District of the occurrence of such damage caused by the Association's activities within ~~two (2) business days of the Association's receipt of notification of such~~ damage.

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G. Staffing and Billing. The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management, operation, and maintenance responsibilities set forth in this Agreement.

H. Liens and Claims. The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall promptly discharge or cause to be discharged, by bond, payment or otherwise, any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement.

SECTION 3. DISTRICT OBLIGATIONS.

A. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of management, operation, and maintenance services pursuant to the terms of this Agreement. The Association shall not be

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entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

B. *General duties.* The District shall be responsible for promptly advising the Association of any needed maintenance or repair of the District Property that is reported to District.

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C. *Access and Easements.* The District shall promptly provide, or cause to be provided, to Association all access reasonably necessary for Association to perform its obligations under this Agreement. This Agreement shall operate as a non-exclusive assignment of all District easements over the areas in which District Property is located that are reasonably necessary for Association to perform its work under this Agreement.

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D. *Report of Accidents/Claims.* The District shall promptly report to Association all accidents or claims for damage relating to the management, operation, and maintenance of the District Property of which it becomes aware or is notified of by a party other than Association.

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E. *Compliance with All Applicable Codes and Permits.* At the time this Agreement is fully executed the District affirms that the walls, fences and gates that are the subject of this Agreement are in full compliance with all requirements of any governmental or quasi-governmental agencies. Should it later be determined that the walls, fences or gates were not in full compliance the District shall reimburse the Association for the cost of all work necessary to bring the walls, fences or gates into compliance.

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SECTION 4. TERM AND TERMINATION.

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A. The term of this Agreement shall commence as of the effective date of this Agreement and shall continue for a period of five (5) years unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least sixty (60) days' written notice of its intent to not renew the Agreement.

B. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30. In the event of termination for cause pursuant to this subsection, the Association shall pay the District any reserve funds collected for wall and perimeter fencing maintenance from residents of the District.

Commented [WAC1]: For discussion

C. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.

D. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause. In the event of termination by the

Association, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30. In the event of termination pursuant to this subsection, the Association shall pay the District any reserve funds collected for wall and perimeter fencing maintenance from residents of the District.

E. Regardless of which party terminates this Agreement and for what purpose, the Association and District shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Services hereunder including warranty documentation.

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SECTION 5. INSURANCE. The Association may maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. If the Association obtains insurance it shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the following minimum levels of insurance:

Deleted: <#>Notwithstanding the foregoing, the District shall have the right to terminate this Agreement at any time due to Association's failure to perform in accordance with the terms of this Agreement upon thirty (30) days' written notice detailing such alleged failure of the Association; provided, however, the Association shall have the right to cure any such alleged default or failure to perform on or before the expiration of such 30-day period and in the event the Association cures such alleged default or failure to perform during the 30-day cure period, this Agreement shall not be deemed terminated and shall continue in full force and effect. The Association and the District shall both have the right to terminate this Agreement upon (45) forty-five days' written notice without cause. In the event of any termination, the Association and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties.

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida to include Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- D. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds. This shall be required for the Commercial General Liability Policy without exception, and based on market availability for the other policies referenced above.

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SECTION 6.

- A. The Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, or

subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the Association's maintenance or operation activities, or lack thereof, relative to the Improvements as contemplated in this Agreement, provided, however, that such acts or omissions constitute gross negligence. In no event shall Association be responsible for indemnifying District for failures in maintenance and repair that existed prior to the Original Effective Date of this Agreement.

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Commented [WAC4]: Discuss in light of existing agreement propose revert back to original effective date.

B. The District agrees to indemnify, defend and hold harmless the Association and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the District, or its officers, employees, representatives, or subcontractors, including litigation or any appellate proceedings with respect thereto, relative to the District's obligations as contemplated in this Agreement, provided that such acts or omissions constitute gross negligence.

C. Obligations under this section shall include the advancement of all fees and costs during the pendency of the matter, payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered, provided that any settlement must be approved by the indemnifying party.

D. The Association agrees to require that, by written contract, any contractor and subcontractors hired in connection with this Agreement indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the contractor's maintenance or operation activities, or lack thereof, relative to the Improvements, provided that such acts or omissions constitute gross negligence.

Commented [WAC5]: Request striking, typically contractors will indemnify for negligence, is this contemplated to be an issue to require contractors to indemnify the District?

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SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Association are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Association, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings or any administrative action. Before the District or the Association institutes any formal enforcement action whether it is litigation or administrative the parties will engage in formal mediation with a Florida certified mediator. The mediator's fee will be shared equally by the parties.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to the District:** Verandah East
Community Development District

2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Association: Verandah Community Association, Inc.
c/o Evergreen Lifestyles Management, LLC
270 W. Plant Street, #340
Winter Garden, FL 34787
And
Verandah Community Association, Inc.
c/o General Manager
11390 Palm Beach Blvd., First Floor
Fort Myers, FL 33905

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Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Lee County, Florida.

SECTION 18. PUBLIC RECORDS.

- A.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.
- B.** As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the Association must:
 - i.** Keep and maintain public records required by the District to perform the services;
 - ii.** Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law;
 - iii.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
 - iv.** Upon completion of this Agreement, transfer, at no cost to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHUCK ADAMS, C/O WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, (561) 571-0010, OR ADAMSC@WHHASSOCIATES.COM.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

Draft 1

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest: **VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT**

Name: Chesley E. Adams, Jr.
Title: Secretary

Name: David Moore
Title: Chairman, Board of Supervisors

VERANDAH COMMUNITY ASSOCIATION, INC.

(Signature of Witness)

By: _____
Title: _____

(Print Name of Witness)

Exhibit A: Description of the Improvements

EXHIBIT A

DESCRIPTION OF THE DISTRICT PROPERTY SUBJECT TO THIS AGREEMENT

Association shall maintain the following District Property:

-
- The District-owned perimeter walls, fencing and gates identified on page 2 of this Exhibit "A" and three feet (3') of the landscaping on the interior side of the wall or fence.

Deleted: Lake Maintenance Easement (LME) of the Stormwater Management System on the District Property; and

Deleted: landscaping, hardscaping, boardwalks and trails

Deleted: The District shall maintain the ponds, pond interconnect pipes and control structures. Further, the Association is responsible for maintaining the street inlets and pipes that provide discharge to



Deleted: the ponds.

**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

3

QUIT CLAIM BILL OF SALE
(Perimeter Wall and Landscaping)

KNOW ALL MEN BY THESE PRESENTS, that **KH VERANDAH LLC**, a Florida limited liability company, whose address for purposes hereof is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Developer**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("**District**") whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights (collectively, the "**Personal Property**"), to-wit:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for the District's own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Developer does hereby represent and warrant to the District, its successors and assigns, that (a) that Developer has not previously conveyed the Personal Property to any other party; (b) Developer has no knowledge of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Developer to the District, and the District hereby accepts the Personal Property, in its "as-is" condition; provided, however, that Grantor hereby assigns, transfers and conveys to the Grantee any and all rights (if any) against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

[Signatures begin on the following page.]

[Developer's signature page to Bill of Sale]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed in its name this ____ day of _____, 2022

Signed, sealed and delivered
in the presence of:

KH VERANDAH LLC,
a Florida limited liability company

Print Name: _____

By: _____
Paul Martin, Authorized Signatory

Print Name: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of /_/physical presence or /_/online notarization this ____ day of _____, 2022, by Paul Martin, as Authorized Signatory of KH VERANDAH LLC, a Florida limited liability company, on behalf of the company, who /_/is personally known to me or /_/has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name: _____

My Commission Expires: _____

NOTARY SEAL:

[Signatures continue on the following page.]

[District's signature page to Bill of Sale]

ACCEPTED BY DISTRICT:

**VERANDAH EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a unit of special purpose government created
pursuant to Chapter 190, Florida Statutes

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of /_/physical presence or /_/online notarization this ____ day of _____, 2022, by _____, as _____, of VERANDAH EAST COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, on behalf of the District, who /_/is personally known to me or /_/has produced a _____ as identification.

NOTARY PUBLIC, State of Florida

Print or Stamp Name: _____

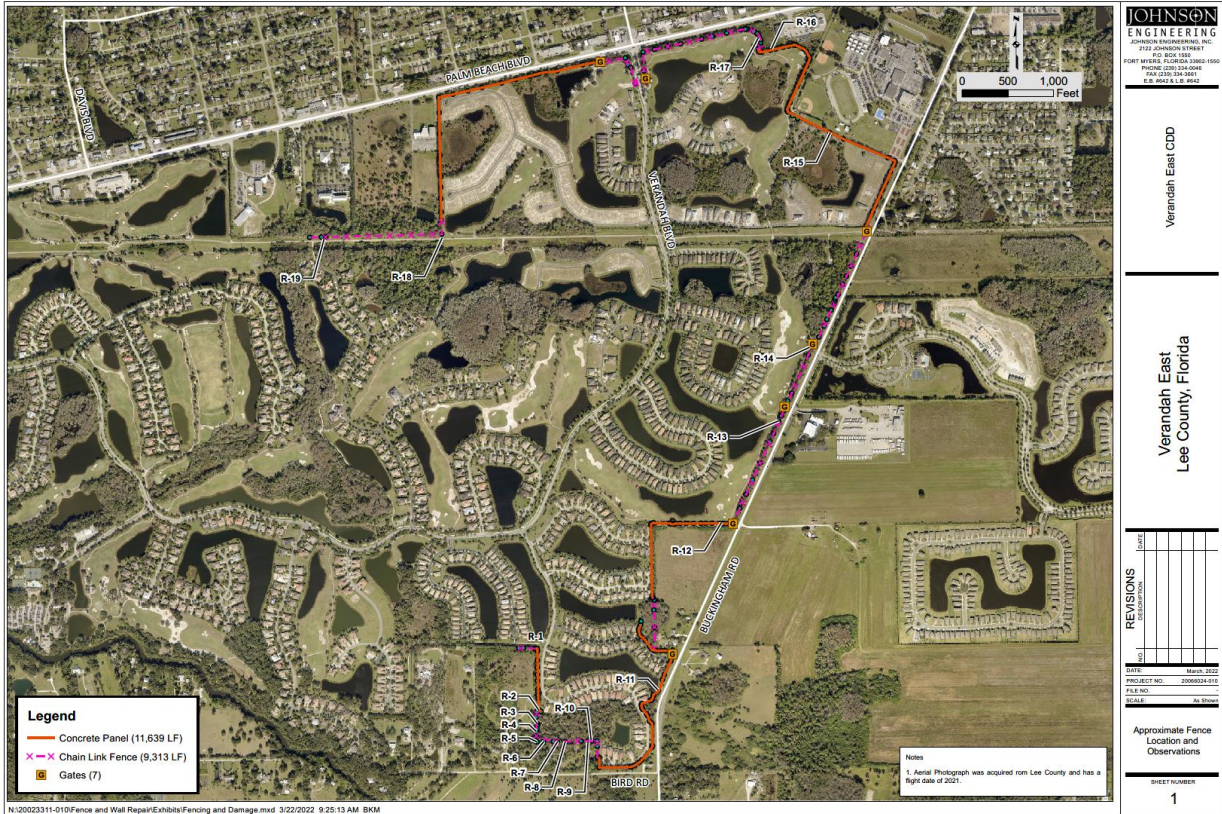
My Commission Expires: _____

NOTARY SEAL:

Exhibit "A"

Personal Property

Any perimeter hardscape wall and associated landscaping as part of the infrastructure improvements contemplated in the District's Improvement Plan shown in the locations below within the land located in the District boundary not previously conveyed by such bill of sale dated November 2, 2016.



**VERANDAH EAST
COMMUNITY DEVELOPMENT DISTRICT**

5

THIS IS NOT A BILL – DO NOT PAY

_____, 2022

VIA FIRST CLASS MAIL

XXX
XXX
XXX
XXX [PARCEL ID]

RE: Verandah East Community Development District
Fiscal Year 2022/2023 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, and 197 *Florida Statutes*, the Verandah East Community Development District (“District”) will be holding two public hearings and a Board of Supervisors’ (“Board”) meeting for the purpose of adopting the District’s proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”) and levying operations and maintenance assessments (“O&M Assessments”) to fund the Proposed Budget for Fiscal Year 2022/2023, on August 10, 2022, at 1:00 p.m., and at the Verandah Sales Office, 11571 Verandah Boulevard, Fort Myers, Florida 33905. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

Note, the Proposed Budget reflects the inclusion of perimeter wall and fence maintenance and repair costs. These assets became the responsibility of the District for maintenance, repair and future replacement in 2016 through a Developer contribution of the assets to the District. The District then entered into an agreement with the Verandah Community Association, Inc., (the “Association”) to maintain the perimeter wall and fence. The District is working with the Association to renegotiate the agreement which would allow a common entity to maintain and repair the perimeter wall and fence throughout the Verandah Community. Until a the amended agreement is finalized, the District must include perimeter wall and fence maintenance and repair costs in the Proposed Budget. If the amended agreement is finalized prior to final budget adoption, the District’s budget and your O&M Assessments will be adjusted accordingly (“Adjusted Assessment”).¹ The Adjusted Assessment amount for your property is reflected on Exhibit A.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (“District Manager’s Office”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours

¹ Note, statutorily the District must adopt a proposed budget reflecting the maximum level of assessments collected to support such budget and notice if there is any increase in assessments. Therefore, the budget reflects Wall Improvement maintenance in an abundance of caution that a maintenance agreement is not reached with the Association. This practice will allow the District to avoid collecting an unplanned special assessment for any unplanned repairs. Additionally, if an agreement is not finalized, the District will review other financing options such as a loan which may allow for a reduction in the final Fiscal Year 2022/2023 Budget and O&M Assessments.

Deleted: items

Deleted: Verandah Community Association, Inc., (the “Association”)

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prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,

Chuck Adams
District Manager

EXHIBIT A
Summary of O&M Assessments

- Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2022/2023, the District expects to collect no more than \$_____ in gross revenue.
- Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as a _____

3. Schedule of O&M Assessments:

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Undeveloped Land			

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2022/2023. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. Proposed O&M Assessments for Your Property.

Current Annual O&M Assessment (October 1, 2021 – September 30, 2022)	Proposed Annual O&M Assessment (October 1, 2022 – September 30, 2023)	Change in Annual Dollar Amount	Potential Adjusted Assessment Amount

Formatted Table

- Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2022/2023, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2022. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

NOTE TO DISTRICT MANAGER: PLEASE MAIL THIS TO EACH PROPERTY OWNER SUBJECT TO THE ASSESSMENT BY FIRST-CLASS UNITED STATES MAIL AT LEAST 20 DAYS PRIOR TO THE BUDGET HEARING.