

2800 NORTH HORSESHOE DRIVE NAPLES, FLORIDA 34104 (239) 252-2400 FAX: (239) 252-6358

#### COVENANT OF UNIFIED CONTROL

The undersigned do hereby swear or affirm that we are the fee simple titleholders and owners of record of property commonly known as <a href="Marco Shores/Fiddler's Creek PUD">Marco Shores/Fiddler's Creek PUD</a> (PL20160002496)

and legally described in Exhibit A attached hereto.

The property described herein is the subject of an application for <u>Mixed Use</u> planned unit development (<u>MPUD</u>) zoning. We hereby designate <u>Q. Grady Minor and Associates</u>, <u>P.A. and Coleman</u>, <u>Yovanovich & Koester</u>, <u>P.A.</u>, legal representative thereof, as the legal representatives of the property and as such, these individuals are authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes, but is not limited to, the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning approval on the site. These representatives will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Collier County.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

- 1. The property will be developed and used in conformity with the approved master plan including all conditions placed on the development and all commitments agreed to by the applicant in connection with the planned unit development rezoning.
- 2. The owner identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by Collier County.
- 3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned unit development process will constitute a violation of the Land Development Code.
- 4. All terms and conditions of the planned unit development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned unit development must be consistent with those terms and conditions.
- 5. So long as this covenant is in force, Collier County can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned unit development, seek equitable relief as necessary to compel compliance. The County will not issue permits, certificates, or licenses to occupy or use any part of the planned unit development and the County may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the planned unit development.

(Name typed, printed or stamped)

Bonded through National Notally Assn

4/15/2015

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4/15/2019

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FC Oyster Harbor, LLC Owner Signature: Printed Name: Anthony DiNardo Delaware Title: Authorized Representatives FC Oyster Harbor LLC a Fronta Limited Liability Company and not individually STATE OF Florida COUNTY OF Collier Sworn to (or affirmed) and subscribed before me this Authorized Representative of as FC Overton H. 2017 by Anthony DiNardo as FC Oyster Harbor, LLC who is personally known to me or has produced identificati VALERIE L. LORD Notary Public - State of Florida Commission # GG 027184 My Comm. Expires Oct 4, 2020 **Notary Public** Bonded through National Notary Assn. (Name typed, printed or stamped)



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Printed Name: Aubrey J. Ferrao

State of FCC Golf Club LLC a Florida Limited Liability Company and not individually

STATE OF Florida

COUNTY OF Collier

Sworn to (or affirmed) and subscribed before me this many day of the subscribed before

4/15/2015

JOSEPH LIVIO PARISI
Notary Public - State of Florida
My Comm. Expires Aug 19, 2018
Commission # FF 132622

Notary Public

(Name typed, printed or stamped)

Page 10 of 16



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Printed Name: Aubrey J. Ferrao

Title: President and CEO of FCC Creek LLC a Rorida Limited Liability Company
and not individually

STATE OF Florida (COUNTY OF Collier)

Sworn to (or affirmed) and subscribed before me this day of July 2017 by Aubrey J. Ferrao as President and CEO of FCC Creek, LLC (who is personally known to me or has produced as identification.

Notary Public

(Name typed, printed or stamped)

Page 10 of 16

JOSEPH LIVIO PARISI

Notary Public - State of Florida

Commission # FF 132622

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FCC Marsh, LLC Owner Signature: By Printed Name: Aubrey J. Ferrao Title: President and CEO of FCC Marsh LLC a Florida Limited Liability Company and not individually STATE OF Florida COUNTY OF Collier Sworn to (or affirmed) and subscribed before me this as President and CEO of FCC Marsh, LLC who is personally known to me or has produced identification. JOSEPH LIVIO PARISI Notary Publi Notary Public - State of Florida (Name typed, printed or stamped)

My Comm. Expires Aug 19, 2018

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Owner Signature: By:

Printed Name: Aubrey J. Ferrao

Title: President and CEO of FCC Preserve LLC a Florida Limited Liability Company and not individually
STATE OF Florida (COUNTY OF Collier)

Sworn to (or affirmed) and subscribed before me this day of July 2017 by Aubrey J. Ferrao as President and CEO of FCC Preserve, LLC who is personally known to me or has produced identification.

4/15/2015

JOSEPH LIVIO PARISI

Notary Public - State of Florida

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FCC Veneta, LLC

JOSEPH LIVIO PARISI

Notary Public - State of Florida

My Comm. Expires Aug 19, 2018

Commission # FF 132622

Printed Name: Aubrey J. Ferrao

Title: President and CEO of FCC Veneta LLC a Florida Limited Liability Company and not individually

STATE OF Florida (COUNTY OF Collier)

Sworn to (or affirmed) and subscribed before me this as President and CEO of FCC Veneta, LLC (County of Collier)

Who is personally known to me or has produced identification.

Notary Public

(Name typed, printed or stamped)

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4/15/2015



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GB Hidden Cove, LLC
Owner Signature: By:  Printed Name: Aubrey J. Ferrgo as
Title: President and CEO of GB Hidden Cove, LLC and not individually
STATE OF FLORIDA) COUNTY OF COLLIER)
Sworn to (or affirmed) and subscribed before me this day of day of 2017 by Aubrey J. Ferrao
as President and CEO of GB Hidden Cove, LLC who is personally known to me or has producedas
identification.
Samo ()

JOSEPH LIVIO PARISI
Notary Public - State of Florida
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(Name typed, printed or stamped)

# Fiddler's Creek PUD Amendment Petition Number PL20160002496

# Covenant of Unified Control Exhibit A

## EXHIBIT "FC-C1" FIDDLER'S CREEK LEGAL DESCRIPTION

UK: 2000 PG: U/13

A parcel of land, lying in SECTIONS 22, 23, 24 and 25, TOWNSKIP 51 SOUTH, PANGE 26 EAST, Collier County, Florida, being more particularly described as follows:

A parcel of land, lying in SECTIONS 22, 23, 24 and 25, TOWNSHIP 51 SOUTH, PANGE 26 EAST, COllier County, Florida, being sore particularly described as follows:

Commence at the Morthwest corner of said section 22, thence run staffshiot along the Morth line thereof for a distance of 1239,50 feet to an intersection with the Easterly Right of May Line of State Road No. 931 as conveyed from the Delton Transportation by Marranty Deed dated January 25, 1985 and recorded in Offscial Records Book 1119, Famuary 25, 1985 and recorded in Offscial Records Book 1119, Famuary 25, 1985 and recorded in Offscial Records of Collier county of the Public Records of Collier county of the Fibral Records of Collier Collier and Easterly Right of Way Line of State Road No. 931 a distance of 1357.85 feet; thence 1801/18 staterly Right of Way Line, 586\*34'19\*Ta distance of 1322.20 feet; thence \$189.27\*22\*E a distance of 123.49 feet; thence \$2829.27\*22\*E a distance of 123.49 feet; thence \$2829.27\*22\*E a distance of 123.49 feet; thence \$2829.27\*22\*E a distance of 103.19 feet; thence \$2829.27\*22\*E a distance of 103.19 feet; thence \$2829.27\*22\*E a distance of 103.19 feet; thence \$31\*01\*02\*E a distance of 104.00 feet; thence \$31\*01\*02\*E a distance of 121.22 feet; thence \$31\*01\*02\*E a distance of 121.25 feet; thence \$31\*01\*02\*E a distance of 120.25 feet; thence \$31\*01\*02\*E a distance of 120.25 fe

SHEET 1 OF 11 .

AGENDA ITEM Na 17C

distance of 287.74 feet; thence zar-00736TL a distance of 118.10 feet; thence zies-21\*26TL a distance of 118.10 feet; thence zies-21\*26TL a distance of 118.10 feet; thence zies-118.10 feet; thence

AGENDA ITEM

OR: 2656 PG: 0715

S22\*55'(2"E a distance of 96.72 feet; thence s01\*08'01"E a distance of 98.42 feet; thence 320\*22\*01"W a distance of 97.27 feet; thence 56\*10'11"E a distance of 117.77 feet; thence NG\*510'11"E a distance of 117.77 feet; thence NG\*510'10"E a distance of 118.77 feet; thence MG\*51'10"W a distance of 118.78 feet; thence NG\*61'21"W a distance of 118.79 feet; thence NG\*61'21"W a distance of 118.79 feet; thence NG\*12'10"W a distance of 118.15 feet; thence NG\*12'10"W a distance of 118.15 feet; thence NG\*12'10"W a distance of 66.85 feet; thence NG\*12'10"W a distance of 118.15 feet; thence NG\*12'10"W a distance of 66.85 feet; thence NG\*12'10"W a distance of 118.15 feet; thence 311\*12'27"E a distance of 66.85 feet; thence NG\*12'10"W a distance of 66.85 feet; thence 311\*12'27"E a distance of 178.20 feet; thence 311\*12'10"W a distance of 215.45 feet; thence 311\*2'10"W a distance of 215.65 feet; thence 311\*2'10"W a distance of 314.77 feet; thence 311\*3'10"W a distance of 314.77 feet; thence 311\*3'10"W a distance of 314.77 feet; thence 311\*3'10"W a distance of 314.78 feet; thence 311\*3'10"W a distance of 314.78 feet; thence 311\*3'10"W a distance of 314.78 feet; t

AGENDA ITEM DEC 12 2000 Northeast corner thereof; thence Nee\*38\*35\*W along the Morth Line of said Section 24 a distance of 2711.71 feet to the Morth 1/4 corner thereof; thence continuing along the Morth Line of said Section 24; run M88\*59\*02\*W a distance of 2713.25 feet to the Morthwest corner thereof, said corner also being the Mortheast corner of aforesaid Section 23; thence M88\*53\*53\*W along the Morth line of said Section 23.4 distance of 2796.24 feet to the Morth 1/4 corner thereof; thence continuing along the Morth Line of said Section 23, run M88\*58\*53\*W a distance of 2796.45 feet to the Morthwest corner thereof, said corner also being the Mortheast corner of aforesaid Section 22; thence M88\*58\*51\*W along the Morth Line of said Section 22 a distance of 2738.08 feet to the Morth 1/4 corner thereof; thence continuing along the Morth Line of said Section 22, run M88\*58\*10\*W a distance of 1448.52 feet to the Point of Beginning.

#### ALSO

A parcel of land, lying in aforesaid SECTION 24, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida, being more particularly described as follows:

Commence at the Hortheast corner of said Section 24, thence run 500°15'28"W along the East Section Line thereof for a distance of 4679.59 feat to the POINT OF BEGINNING of the parcel of land hereinafter described; thence N72°12'44"W a distance of 86.92 feet; thence N69°28'32"W a distance of 94.14 feet; thence 585°05'50"W a distance of 80.86 feet; thence 578°39'42"W a distance of 79.41 feet; thence \$46°52'35"W a distance of 76.76 feet; thence 554°05'10"E a distance of 62.53 feet; thence 581°19'02"E a distance of 71.38 feet; thence N88°47'42"E a distance of 97.52 feet; thence H83°27'32"E a distance of 84.68 feet; thence N84°27'57"E a distance of 82.73 feet; thence N84°27'57"E a distance of 82.73 feet; thence N80°15'28"E a distance of 43.22 feet to the Point of Beginning.

#### ALSO

A parcel of land, lying in aforesaid SECTION 24, TOWNSHIP 51 SOUTH, RANGE 26. EAST, Collier County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 24, thence run\$00°15'28"W along the East Section Line thereof for a distance
of 4790.92 feet to the POINT OF BEGINNING of the parcel of land
hereinafter described: thence N86°15'35"W a distance of 52.39
feet; thence \$56°19'23"W a distance of 67.01 feet; thence
\$12°30'16"W a distance of 74.05 feet; thence \$07°47'40"E a
distance of 77.35 feet; thence \$16°03'58"E a distance of 121.00
feet; thence \$34°56'39"E a distance of 136.99 feet; thence
\$100°15'28"E a distance of 410.92 feet to the Point of
Beginning.

#### ALSO

That part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of SECTION 11, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida, lying South of Tamiami Trail (U.S. NO. 41), LESS AND EXCEPTING THEREFROM the following described lands; BEDIX at the Northeast corner of the said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 11, thence run NO1°15'15"E for a distance of 91.97 feet to the Southern Right-of-Way Line of the Tamiami Trail, thence S54°20'07"E along said Southern Right-of-Way Line for a distance of 412.12 feet; thence leaving said Southern Right-of-Way Line run S01°15'16"W for a distance of 100.00 feet; thence N88°44'44"W for a distance of 10.00 feet; thence S01°15'15"W for a distance NS4°20'07"W

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for a distance of 400.00 feet; thence NO1-15-15-E for a distance of 306.03 feet to the Point of Reginning.

#### ALSO

The Northeast Quarter (NE 1/4) of the Southeast (SE 1/4) of SECTION 11, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

#### ALSO

The Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of SECTION 11, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

#### ALSO

The West One-Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of SECTION 14, TOWNSHIP 51 BOUTH, RANGE 26 EAST, Collier County, Florida.

#### 11.50

The South One-Half (5 1/2) of the Northeast Quarter (NE 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

#### ALSO

The South One-Half (\$ 1/2) of the Northwest Quarter (NW 1/4) of SECTION 14, TOWNSHIP S1 SOUTH, RANGE 26 EAST, Collier County, Florida.

#### ALSO

The: Horthwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

#### ALSO

The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

#### ALSO

The Southeast Quarter (SE 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida, and the South One-Half (S 1/2) of the Southwest Quarter (SW 1/4) of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

#### ALSO

The East One-Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of SECTION 15, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

#### ALSO

The West One-Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of SECTION 15, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida.

#### ALSO

The East One-Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NK 1/4) of SECTION 15, TOWNSHIP 51 .SOUTH, RANGE 26 EAST, Collier County, Florida.

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#### ALSO

The West One-Half (W 1/2) of the southwest Quarter (SW 1/4) the Northeast Quarter (NE 1/4) of SECTION 15. TOWNSHIP SOUTH, RANGE 26 EAST, Collier County, Florida.

## LESS AND EXCEPTING THEREFRON

All that part of SECTIONS 14 and 15, TOWNSHIP 31 SOUTH, RANGE 26 EAST, Collier County, Florida, being more particularly described as follows:

described as follows:

Commencing at the Northwest corner of said SECTION 14, thence along the Wast Line of said SECTION 14, 50°18'41'W 1398.76 feet to the North Line of the South 1/2 of the Northwest 1/4 of said SECTION 14; thence continue along said West Line, So'18'41'W 525.02 feet to the. FOIRT OF BEGINNING of the parcel herein described: thence leaving said West Line, So'23'40'E 153.30 feet; thence 573'936'48'E 242.56 feet; thence 559'34'44'E 204.02 feet; thence 573'936'48'E 242.56 feet; thence 559'34'44'E 204.02 feet; thence 551'931'43'E 245.00 feet; thence 559'356'E 179,62 feet; thence 551'931'43'E 245.00 feet; thence 559'356'E 179,62 feet; thence 516'58'45'W 146.34 feet; thence 50'93'8'E 279,62 feet; thence 516'58'\*15'W 146.34 feet; thence 50'93'\*15'W 245.53 feet along the arc of a circular curve concave to the Northwest, having a radius of 270.00 feet, through a central angle of 7'33'36" and being subtended by a chord which bears 520'38'33'W 34.50 feet; thence 559'28'25'W 118.34 feet; thence 519'28'33'W 34.50 feet; thence 559'28'25'W 118.34 feet; thence 519'24'53'W 240.26 feet; thence 559'28'25'W 118.34 feet; thence 519'24'53'W 240.26 feet; thence 519'24'53'W 31.34 feet; thence 519'24'53'W 31.47; thence 516'49'53'W 311.45 feet; thence 519'24'53'W 310.93 feet; thence 515'20'12'E 166.90 feet; thence 515'20'12'E 166.90 feet; thence 515'20'12'E 174.48 feet; thence 510'13'W 220.60 feet; thence 515'20'12'E 174.48 feet; thence 510'13'W 220'12'E 174.48 feet; thence 510'13'W 320'12'W 310'14'W 310'14

#### ALSO LESS AND EXCEPT

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All that part of SECTION 14, TOWNSHIP \$1 SOUTH, RANGE 26 EAST, Collier County, Florida, being more particularly described as

Commencing at the Northwest corner of said SECTION 14, thence along the West Line of said Section 14, S0°18'41"W 1398.76 feet to the North Line of the South 1/2 of the Northwest 1/4 of said SECTION 14; thence continue along said West Line, S0°18'41"W 525.02 feet; thence leaving said West Line S80°52'40"E 155.30 feet; thence S73°36'48"E 242.56 feet; thence S53°34'14"E 204.02 feet; thence S51°31'43"E 245.00 feet; thence S52°59'56"E 243.48 feet to the POINT OF BEGINNING of the parcel herein described:

thence continue \$52°59'56"E 251.09 feet; thence \$39°00'37"E 357.83 feet; thence \$53°23'53"E 917.29 feet; thence Southwesterly \$04.01 feet along the arc of a non-tangential circular curve concave to the Southeast, having a radius of 2050.00 feet, through a central angle of 14°05'12" and being subtended by a chord which bears \$38°04'24"% \$02.74 feet; thence \$31°01'44"% 636.92 feet; thence Southwesterly 485.65 feet along the arc of a circular curve concave to the Southeast, having a radius of 2050.00 feet, through a central angle of 13°34'25" and being subtended by a chord which bears \$24°14'35"% 484.52 feet; thence \$17°27'23"% 118.04 feet; thence \$17°27'23"% 118.04 feet; thence \$17°27'23"% 118.04 feet; thence \$17°27'23"% 128.04 feet; thence \$17°27'23"% 128.05 feet; thence \$15°21'27"% 128.05 feet; thence \$17°27'23"% 128.05 feet; thence \$15°21'27"% 128.15 feet; thence \$15°21'27"% 128.1 described: bearings are based on Florida State Plan Coordinate System, Florida East Zone;

#### ALSO LESS AND EXCEPT

All that part of SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, Collier County, Florida, being more particularly described as

Commencing at the Northwest corner of said SECTION 14, thence along the West Line of said SECTION 14, 50°18'41"W 1398.76 fact to the North Line of the South 1/2 of the Northwest 1/4 of said SECTION 14; thence along said North Line, \$88\*20'10"E 138T.45 feet; thence leaving said line, \$1\*39'50"W 260.00 feet to The POINT OF BEGINNING of the parcel herein described; thence \$88\*20'10"E and parallel with said North Line 1920.33 feet; thence \$63\*35'29"E 995.33 feet; thence Southwesterly 729.11 feet along the arc of a non-tangential circular curve concave to the Horthwest, having a radius of 950.00 feet through a central angle of 43\*58'24" and being subtended by a chord which bears \$59\*19'04"W 711.34 feet; thence \$81\*18'16"W 97.92 feet; thence N5\*29'51"W 101.16 feet; thence \$73\*07'05"W 270.98 feet; thence \$51\*11'18"W 296.28 feet; thence \$73\*07'05"W 382.16 feet; thence \$67\*58'59"W 1351.01 feet; thence \$32\*54'47"W 150.00 feet; thence N57\*05'13"W 25.00 feet; thence N32\*54'47"W 97.71 feet; thence N5\*705'13"W 25.00 feet; thence N32\*54'47"W 150.00 feet; thence N5\*705'13"W 25.00 feet; thence N5\*705'14"W 150.00 feet; thence N5\*705'15"W 150.00 feet; thence N5 to the North Line of the South 1/2 of the Northwest 1/4 of said feet; thence Northeasterly and Northerly 270.60 feet along the arc of a circular curve concave to the west, having a radius of 480.00 feet through a central angle of 32°18'02" and being subtended by a chord which bears N16°45'15"Z 267.03 feet; thence N0°36'44"E 133.84 feet to the POINT OF BEGINNING of the parcel herein described; bearings are based on Florida State Plane Coordinate System, Florida East Zone;

ALSO LESS AND EXCEPT

AGENDA ITEM DEC 12 2000 All that part of SECTION 14. TOWNSHIP \$1 SOUTH, RANGE 26 EAST, Collier County, Florida, being more particularly described as fallows.

All that part of SECTION 16. TOWNSHIP 31 SOUTH, RANGE 26 TAST. Collier County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of seid SECTION 14, thence along said SECTION 14 south 170 of the SecTION 14, thence along said SECTION 18 south 170 of the SecTION 14, thence along said Morth Line, SESTION 15, thence SESTION 14, thence along said Horth Line, SESTION 16, thence selve and Horth Line, SESTION 16, thence selve along said Horth Line 1920.31 feet thence SESTION 170 man parallel with said Morth Line 1920.31 feet thence SESTION 170 man parallel with said Morth Line 1920.31 feet thence SESTION 170 man parallel with said Morth Line 1920.31 feet thence SESTION 170 man parallel with said SESTION 170 man south 61935129 18.56 feat along the arc of a tangential circular curve concave to the Northeast, having a radius of 580.00 feat, through a central angle of 182102 and being subtended by a chord which bears, 37246100 19, 14, 77 feet; thence SESTION 184, 156 self; thence SESTION 184, 176 feet; thence SESTION 184, 176 feet; thence SESTION 185, 176 feet; thence SESTION 184, 176 feet; thence SESTION 185, 176 feet; thence SESTION 184, 176 feet; thence SESTION 184, 176 feet; thence SESTION 184, 176 feet; thence SESTION 185, 176 feet; thence SE

AGENDA ITUM

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Horthwesterly, Northerly and Northeasterly 39.48 feet along the arc of a tangential circular curve concave to the East, having a radius of 25.00 feet, through a central angle of 90°33'21" and being subtended by a chord which bears Hi4°02'58"E 35.31 feet to a point of reverse curvature; thence Northeasterly 421.76 feet along the arc of a tangential circular curve concave to the Northwest having a radius of 1050.00 feet through a central angle of 23°00'51" and being subtended by a chord which bears N47°47'13"E (18.93 feet to the POINT OF BEGINNING of the parcel herein described; bearings are based on Florida State Plane Coordinate System, Florida East Zone;

#### ALSO LESS AND EXCEPT

That certain parcel of land lying in and being a 'part of Section 22, Township 31 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commence at the Hortheast corner of said section 22; thence run N88\*58\*51\*W, along the North line of said section, a distance of 462.41 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue N88\*58\*51\*W, along the North line of said Section, a distance of 1,214.19 feet; thence leaving said Section line, run S01\*01\*09\*W a distance of 971.39 feet; thence run N51\*59\*139\*E a distance of 97.46 feet to the point of curvature of a circular curva to the right having a radius of 2,050.00 feet; thence run Northeasterly along the arc of said curva, through a central angle of 22\*52\*11\*, a distance of 818.26 feet to the point of tangency; thence run N74\*51\*50\*E a distance of 490.03 feet; thence run N15\*08\*10\*W a distance of 538.74 feet to the Point of Beginning.(CCSB1)

: **.** 

ALSO LESS AND EXCEPT

That certain parcel of land lying in and being a part of sections 23 and 24, Township 51 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commence at the Hortheast corner of said Section 23; thence run N88\*58'53"M, along the Morth line of said Section 23, a distance of 218.01 feet; thence leaving said Section line, run 539\*46'43"M a distance of 711.68 feet; thence run 550\*13'17"E a distance of 1,515.63 feet; thence run 539\*46'43"M a distance of 1,050.00 feet; thence run 550\*13'17"E a distance of 50.00 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue 550\*13'17"E a distance of 739.75 feet; thence run M39\*46'43"E a distance of 706.62 feet; thence run N50\*13'17"M a distance of 739.75 feet; thence run 539\*46'43"M a distance of 739.75 feet; thence run 539\*46'43"M a distance of 706.62 feet to the Point of Beginning.(CCSB2)

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ALSO LESS AND EXCEPT

AGENDATIEM No. 17 C DEC 12 2000 Ps. 151 That certain parcel of land lying in and being a part of Section 22, Township Si south, Range 26 East. Coilier County, Florida, being more particularly described as follows:

Commence at the Hortheast corner of said Section 22; thence run N88\*58\*51\*M, along the Horth line of said Section 12, a distance of 1,676.60 feet; thence leaving said Section 11ne, run 501\*01\*09\*M a distance of 157.84 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue \$01\*01\*09\*M a distance of 833.75 feet; thence \$38\*00\*21\*E a distance of 154.52 feet; thence \$51\*59\*39\*M a distance of 286.11 feet to the point of curvature of a circular curve to the right having a radius of 950.00 feet; thence run southwesterly along the arc of said curve through a central angle of 19\*07\*32\* for a distance of 317.11 feet to the end of a said curve; thence run H18\*52\*49\*M, radial to the last described curve, for a distance of 102.10 feet, thence N30914\*19\*M a distance of 149.24 feet; thence N09\*20\*00\*M a distance of 104.55 feet; thence N10\*41\*5\*E a distance of 146.72 feet; thence N01\*43\*5\*E a distance of 146.72 feet; thence N01\*30\*54\*E a distance of 126.75 feat; thence N03\*42\*4\*W a distance of 117.09 feet; thence run N15\*00\*45\*M a distance of 110.56 feet; thence N17\*22\*40\*M a distance of 114.61 feet; thence N77\*37\*40\*E a distance of 116.11 feet to the Point of Beginning.(CCSB3)

#### ALSO LESS AND EXCEPT

That certain parcel of land, lying in Sections 24 and 25, Township 51 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

pring more particularly described as follows:

| Commence at the Hortheast boundary corner of said Section 24, thence along the East boundary of said Section 24 SO0\*15'28"W a distance of 4,476,41 feat to a point on said boundary; thence leaving said East boundary M88\*28'10"W a distance of 201.60 feat; thence M85\*18'35"W a distance of 164.23 feat; thence M20\*28'43"W a distance of 62.59 feat; thence M08\*5\*(48"W a distance of 85.19 feat; thence M23\*24'39"E a distance of 130.40 feat; thence M60\*16'31"E a distance of 106.48 feat; thence M08\*26'17"E a distance of 34.66 feat; thence H42\*29'24"W a distance of 116.91 feat; thence M10\*07'11"W a distance of 107.10 feat; thence M10\*56'20"E a distance of 105.37 feat; thence M25\*22'43"E a distance of 103.06 feat; thence M29\*46'39"E a distance of 75.80 feat; thence M17\*18'09"E a distance of 50.11 feat; thence M10\*29'59"W a distance of 79.18 feat; thence M44\*52'32"W a distance of 54.42 feat; thence M63\*31\*3"W a distance of 64.07 feat; thence M2\*33'24"W a distance of 120.72 feat; thence M10\*29'59"W a distance of 116.69 feat; thence M10\*21'48"W a distance of 52.95 feat to the POINT OF BEGINNING of the parcel of land hereinafter described; thence S59\*22'21"W a distance of 73.73 feat; thence S59\*22'21"W a distance of 137.73 feat; thence S59\*22'21"W a distance of 137.73 feat; thence S59\*22'21"W a distance of 147.93 feat; thence S00\*51\*9"E a distance of 147.93 feat; thence S00\*51\*1"E a distance of 140.97 feat; thence S00\*51\*1"E a distance of 140.97 feat

AGEIDANEM No. 17 / DEC 12 2000 , Ps. 153 feet; thence \$86°16'33"E a distance of 109.50 feet; thence \$65°02'17"E a distance of 75.05 feet; thence \$K69°25'44"E a distance of 67.21 feet; thence \$K32°11'57"E a distance of 85.42 feet; thence \$19°55'33"E a distance of 74.92 feet; thence \$12°46'58"E a distance of 32.83 feet; thence \$60°03'43"W a distance of 74.51 feet; thence \$12°06'14"W a distance of 74.75 feet; thence \$09°04'17"E a distance of 117.85 feet; thence \$151°56'58"E a distance of 151.66 feet; thence \$69°44'52"E a distance of 151.66 feet; thence \$69°44'52"E a distance of 38.61 feet; thence \$21°40'44"W a distance of 96.89 feet; thence \$25°35'58"W a distance of 48.08 feet; thence \$27°30'00"W a distance of 86.22 feet; thence \$29°52'54"W a distance of 85.21 feet; thence \$45°41"W a distance of 265.06 feet; thence \$400°15'28"E a distance of 265.00 feet; thence \$49'44'12"E a distance of 375.00 feet; thence \$400'19"E a distance of 149.18 feet; thence \$79°01'56"E a distance of 48'.64 feet; thence \$61°23'47"E a distance of 447.94 feet; thence \$89°44'32"E a distance of 264.73 feet; thence \$00°15'28"W a distance of 141.70 feet to the 70'int of Beginning.(DUI)

Less and except therefrom property conveyed to Board of County Commissioners of Collier County, Florida, as recorded in Official Records Book 1755, Page 361, as more particularly described as follows:

All that part of the Northeast 1/4 of Section 15, Township 51 South, Range 26 East, Collier County, Florida and being more particularly described as follows;

Commencing at the Southwesterly most corner of Championship Drive, Marco Shores Unit 30 Golf Course, Plat Book 17, Pages 98 through 103, Collier County, Florida;

thence along the Southerly line of said Championship Drive South 89 degrees -13-52" Hast 35.40 feet to the Point of Beginning of the parcel herein described;

thence continue along said line South 89 degrees--13'-52" East 109.79 feet;

thence leaving said line South 00 degrees -18'-43" West 153.94 feet;

thence North 86 degrees -07'-06 West 110.00 feet;

thence North 00 degrees -18-43" East 147.96 feet to the Point of Beginning.

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AGENDAITEM No. 17 C

DEC 1 2 2000

Pa 153

#### SCHOOL SITE NO. 1 Legal Description

That certain parcel of land lying in and being a part of Section 22, Township 51 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 22; thence run N 88°58′51" W, along the North line of said section, a distance of 462.41 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue N 88°58′51" W, along the North line of said Section, a distance of 1,214.19 feet; thence leaving said Section line, run S 01°01′09" W a distance of 971.59 feet; thence run S 38°00′21" E a distance of 154.52 feet; thence run N 51°59′39" E a distance of 97.46 feet to the point of curvature of a circular curve to the right having a radius of 2,050.00 feet; thence run Northeasterly along the arc of said curve, through a central angle of 22°52′11", a distance of 818.26 feet to the point of tangency; thence run N 74°51′50" E a distance of 490.03 feet; thence run N 15°08′10" W a distance of 538.74 feet to the Point of Beginning.

Containing 23.00 acres, more or less.

AGENDATIEM MO\_17C DEC 12 2000 Ps.134

#### MULTI-FAMILY SITE Legal Description

That certain parcel of land lying in and being a part of Section 22, Township 51 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 22; thence run N 88°58′51" W, along the North line of said Section 22, a distance of 1,676.60 feet; thence leaving said Section line, run S 01°01′09" W a distance of 157.84 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S 01°01′09" W a distance of 813.75 feet; thence S 38°00′21" E a distance of 154.52 feet; thence S 51°59′39" W a distance of 286.11 feet to the point of curvature of a circular curve to the right having a radius of 950.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 19°07′32" for a distance of 317.11 feet to the end of said curve; thence run N 18°52′49" W, radial to the last described curve, for a distance of 102.10 feet; thence N 30°34′19" W a distance of 149.24 feet; thence N 09°20′00" W a distance of 108.55 feet; thence N 10°43′55" E a distance of 146.72 feet; thence N 04°23′25" E a distance of 177.72 feet; thence N 03°30′54" E a distance of 126.79 feet; thence N 03°48′24" W a distance of 117.09 feet; thence run N 15°00′45" W a distance of 135.05 feet; thence N 17°22′40" W a distance of 97.99 feet; thence N 54°39′40" E a distance of 57.32 feet; thence N 80°14′13" E a distance of 114.61 feet; thence N 72°37′40" E a distance of 130.56 feet; thence N 82°37′01" E a distance of 151.24 feet; thence N 77°44′12" E a distance of 141.11 feet to the Point of Beginning.

Containing 13.20 acres, more or less.

AGENCATION
No.\_17.C.
DEC 12 2000
PS.\_\_155

That portion of the South 1/2 of the South 1/2 of the Southwest 1/4 lying East of State Road 951, Section 15, Township 51 South, Range 26 East, less right-of-way for State Road 951 described in that certain deed recorded in Official Records Book 1166; pages 1070-1071, of the Public Records of Collier County, Florida.

AGENDAITEM
No.\_\_17\_C
DEC 1 2 2000
Pg.\_\_156

#### LEGAL DESCRIPTION

A parcel of land located in a portion of Section 13, Township 51 South, Range 26 Bast, Collier County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the Southwest one-quarter of Section 13, Township 51 South, Range 26 East, Collier County, Florida; thence run N.00°25'48"W., along the West line of the Southwest one-quarter of said Section 13, for a distance of 1,424.99 feet; thence run N.89°56'52"E., for a distance of 2,599.20 feet; thence run S.00°00'38"W., for a distance of 652.56 feet; thence run S.89°17'28"E., for a distance of 1,605.24 feet; thence run S.88°52'17"B., for a distance of 1,185.93 feet; thence run S.00°23'21"W., for a distance of 826.75 feet to a point on the South line of the Southeast one-quarter of said Section 13; thence run N.88°59'33"W., along the South line of the Southeast one-quarter of for a distance of 2,661.04 feet to the Southeast corner of the Southwest one-quarter of said Section 13; thence run N.88°58'40"W., along the South line of the Southwest one-quarter of said Section 13; for a distance of 2,713.39 feet, to the Point of Beginning; containing 139.183 acres, more or less.

AGENDATION No. 17 C DEC 12 2000 Ps. 137

\*\*\* OR: 2656 PG: 0728 \*\*\*

#### LEGAL DESCRIPTION

A parcel of land located in a portion of Section 13, Township 51 South, Range 26 Bast, Collier County, Florida, being more particularly described as follows:

Begin at the Southwest comer of the Southwest one-quarter of Section 13, Township 51 South, Range 26 East, Collier County, Florida; thence run N.00°25'48"W., along the West line of the Southwest one-quarter of said Section 13, for a distance of 1,424.99 feet; thence run N.89°56'52"E., for a distance of 2,599.20 feet; thence run S.00°00'38"W., for a distance of 652.56 feet; thence run S.89°17'28"E., for a distance of 1,605.24 feet; thence run S.88°52'17"E., for a distance of 1,185.93 feet; thence run S.00°23'21"W., for a distance of 826.75 feet to a point on the South line of the Southeast one-quarter of said Section 13; thence run N.88°59'33"W., along the South line of the Southeast one-quarter of for a distance of 2,661.04 feet to the Southeast corner of the Southwest one-quarter of said Section 13; thence run N.88°58'40"W., along the South line of the Southwest one-quarter of said Section 13; for a distance of 2,713.39 feet, to the Point of Beginning; containing 139.183 acres, more or less.

AGENDATION

DEC 12 2000

Pe 158

## (DY Associates)

## Parcel 1

The West ½ of Section 13, Township 51 South, Range 26 East, Collier County, Florida.

## Parcel 2

All that part of the East ½ of Section 13, Township 51 South, Range 26 East, Collier County, Florida, lying southwesterly of the right-of-way line of US 41.

## Parcel 3

The West ½ of Section 19, Township 51 South, Range 27 East, Collier County, Florida.

## Parcel 4

All that part of Section 18, Township 51 South, Range 27 East, Collier County, Florida, lying southwesterly of the right-of-way of US 41; LESS the following described parcel;

Commencing at the southeast corner of Section 18, Township 51 South, Range 27 East, Collier County, Florida; thence along the southerly line of said Section 18, North 89°34'04" West 1939.73 feet; thence leaving said southerly line of said Section 18, North 00°31'32" East 2639.72 feet to the right-of-way line of US 41; thence along said right-of-way line, South 54°20'43" East 2371.72 feet to the east line of said Section 18; thence along the said east line, South 00°31'32" West 1271.82 feet to the southeast corner of said Section 18 and the Point of Beginning.

Subject to easements, restrictions, and reservations of record.

Bearings are based on the southerly line of said Section 18 as being North 89°34'04" West.

Parcel contains 294.00 acres more or less.

LESS AND EXCEPT that property described on Exhibit "B" Attached hereto

4a.17c

DEC 1 2 2000

Pe. 159

\*\*\* OR: 2656 PG: 0707 \*

### LEGAL DESCRIPTION

A parcel of land located in a portion of Section 13, Township 51 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Begin at the Southwest comer of the Southwest one-quarter of Section 13, Township 51 South, Range 26 East, Collier County, Florida; thence run N.00°25'48"W., along the West line of the Southwest one-quarter of said Section 13, for a distance of 1,424.99 feet; thence run N.89°56'52"E., for a distance of 2,599.20 feet; thence run S.00°00'38"W., for a distance of 652.56 feet; thence run S.89°17'28"E., for a distance of 1,605.24 feet; thence run S.88°52'17"E., for a distance of 1,185.93 feet; thence run S.00°23'21"W., for a distance of 826.75 feet to a point on the South line of the Southeast one-quarter of said Section 13; thence run N.88°59'33"W., along the South line of the Southeast one-quarter of for a distance of 2,661.04 feet to the Southeast corner of the Southwest one-quarter of said Section 13; thence run N.88°58'40"W., along the South line of the Southwest one-quarter of said Section 13; for a distance of 2,713.39 feet, to the Point of Beginning; containing 139.183 acres, more or less.

AGENCATION No. 17 C DEC 12 2000 The SE 1/4 of the NE 1/4 of the NE 1/4, Section 14, Township 51 South, Range 26 East, Public Records of Collier County, Florida. Subject to easement for road purposes over the south fifty (50) feet and the east Fifty (50) feet thereof.

AGENDATION Na 17C

DEC 12 2000

Pg. 161

## LEGAL DESCRIPTION:

THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, SITUATED AND LYING IN COLLIER COUNTY, FLORIDA.

#### . AND

THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF OF SECTION 14, TOWNSHIP 51 SOUTH, RANGE 26 EAST, SITUATED AND LYING IN COLLIER COUNTY, FLORIDA.

#### AND

THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, LESS THE WESTERLY 100 FEET THEREOF; THE SOUTHERLY 124.29 FEET OF THE NORTHWEST ONE-QUARTER; THE SOUTHERLY 124.29 FEET OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, LESS THE WESTERLY 100 FEET THEREOF; ALL IN SECTION 11, TOWNSHIP 51 SOUTH, RANGE 26 EAST, SITUATED AND LYING IN COLLIER COUNTY, FLORIDA.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHEAST ONE—QUARTER OF SECTION 11, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING S.88'20'44"E.

ENVIRONMENTAL CONCERNS, WILDLIFE POPULATIONS AND JURISDICTIONAL WETLANDS, IF ANY, HAVE NOT BEEN LOCATED ON THIS SURVEY.

LEGAL DESCRIPTION WAS PROVIDED BY CLIENT.

PROPERTY AREA: 157.074 ACRES, MORE OR LESS.

THIS PROPERTY WAS VACANT ON 6/21/99.

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

CERTIFIED TO:

GULF BAY 100, LTD

WOODWARD, PIRES, & LOMBARDO, P.A. CHICAGO TITLE INSURANCE COMPANY

I HEREBY CERTIFY THAT THIS SKETCH OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 6/21/99. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 61G17-6, F.A.C.

HOLE, MONTES AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION LB #1772

BY Thomas M. MUYTHY
THOMAS M. MURPHY

P.S.M. #5628 STATE OF FLORIDA

Page 20 of 20

AGENCATILM
No. 17C

DEC 12 2000

Pg. 162

INSTR 5431441 OR 5417 PG 1044 RECORDED 7/19/2017 3:36 PM PAGES 19 DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA DOC@.70 \$1,150.10 REC \$163.00 CONS \$164,281.25

This instrument prepared by:

Mark J. Woodward, Esquire Woodward, Pires & Lombardo, P.A. 3200 Tamiami Trail N., Suite 200 Naples, Florida 34103 Naples, FL 34103

Parcel ID [See attached Exhibit "B"]
Documentary Stamps Tax due upon recording \$1,149.97\*\*

[\*\*THE BENEFICIAL OWNER OF THE GRANTORS: FCC MARSH, LLC AND FCC PRESERVE, LLC OWNS 100% OF THE DIRECT INTERESTS IN THE GRANTEE; GB HIDDEN COVE, LLC AND THERE IS NO CONSIDERATION GIVEN FOR SAID TRANSFER, SO PURSUANT TO F.S. 201.02 NO DOCUMENTARY STAMP TAX IS DUE. THE LANDS CONVEYED BY FCC CREEK, LLC ARE NOT ENCUMBERED BY A MORTGAGE AND THIS CONVEYANCE ONLY RESLTS IN A CHANGE IN 50% OF THE BENEFICIAL OWNERSHIP IN SUCH LANDS. THEREFORE, DOCUMENTARY STAMPS TAX DUE HEREON HAS BEEN CALCULATED BASED UPON THE PER-ACRE VALUE OF THE PROPERTIES BEING EXCHANGED (\$43,750.00/ACRE) MULTIPLIED BY ACTUAL ACREAGE (7.51) = \$328,562.50, MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED (\$45,750.00/ACRE) MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED (\$45,750.00/ACRE) MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED (\$45,750.00/ACRE) MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED (\$45,750.00/ACRE) MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED (\$45,750.00/ACRE) MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED (\$45,750.00/ACRE) MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED (\$45,750.00/ACRE) MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED (\$45,750.00/ACRE) MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED (\$150.00/ACRE) MULTIPLIED BY 50% = \$164,281.25 x .007 = \$1,149.97 IN DOCUMENTARY STAMP TAX DUE HEREON TO THE PROPERTIES BEING EXCHANGED TO THE PROPERTIES BEING EXCHANGED TO THE PROPERTIES

## SPECIAL WARRANTY DEED

This Indenture, made this 19 day of 2017, between FCC PRESERVE, LLC, a Florida limited liability company (as to Parcel 2), FCC MARSH, LLC, a Florida limited liability company (as to Parcels 1, 3, 4 and 5) and FCC CREEK, LLC, a Delaware limited liability company (as to Parcel 6), all of 8156 Fiddler's Creek Parkway, Naples, Florida 34114, GRANTOR, and

## GB HIDDEN COVE, LLC, a Florida limited liability company

GRANTEE, whose post office address is.

8156 Fiddler's Creek Parkway, Naples, FL 34114

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Collier, State of Florida, to wit:

Parcel 1 - See Attached Exhibit A-1

Parcel 2 - See Attached Exhibit A-2

Parcel 3 - See Attached Exhibit A-3

Parcel 4 - See Attached Exhibit A-4

Parcel 5 - See Attached Exhibit A-5

Parcel 6 - See Attached Exhibit A-6

SUBJECT ALSO to easements, restrictions and reservations of record, zoning and other governmental regulations, and taxes for the year 2017, as well as the taxes and assessments imposed by the Fiddler's Creek Community District 1 (as to Parcel 2), and Fiddler's Creek Community District 2 (as to Parcels 1, 3, 4 and 5).

And each said Grantor does hereby fully warrant the title to their respective parcels, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through, or under Grantor of such parcel but against none other.

SWD – Hidden Cove Page 1 of 5 IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: Denn :5

FCC PRESERVE, LLC, a Florida limited liability company

J. Ferrao, as President and Chief Executive Officer, and not in his

individual capacity

(CORPORATE SEAL)

COUNTY OF

day of My The foregoing instrument was acknowledged before this AUBREY J. FERRAO, as President and Chief Executive Officer of FCC PRESERVE, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me and did take an oath.

THE CI

Print Name:

Notary Public

Commission No.

My Commission Expires:

(SEAL)

MICHAEL J. TOLARO, Notary Public My Commission Expires February 10, 2019

Print Name: Dennes Potter  Muha July  Print Name: MICHAEL J TOLAK	By:  Aubrey J. Ferrao, as President and Chief Executive Officer, and not in his individual capacity
	(CORPORATE SEAL)
STATE OF WINDSOL  The foregoing instrument was acknowledged by FERRAO, as President and Chief Executive Officer company, on behalf of the limited liability company. H	of FCC MARSH, LLC, a Florida limited liability

company

FCC MARSH, LLC, a Florida limited liability

Aubrey | . Ferrao, as Manager, and not in his individual capacity: GBFC FCC Creek, LLC (CORPORATE SEAL) STATE OF VERNOUT COUNTY OF The foregoing instrument was acknowledged before this AUBREY J. FERRAO, as Manager of FCC CREEK, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me and did take an gath. Print Name: THE CIWOTARY Public Commission No. My Commission Expires: MICHAEL J. FOLARO, Notary Public My Commission Expires February 10, 2019

company

FCC CREEK, LLC, a Delaware limited liability

FCC CREEK, LLC, a Delaware limited liability company

*By:* Jonathan Grello, Manager and not in his individual capacity: Fiddler's Land Investments,

(CORPORATE SEAL)

STATE OF NW Yok COUNTY OF NW Yok

The foregoing instrument was acknowledged before this 13 day of July JONATHAN FIORELLO, as Manager of FCC CREEK, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me and did take an oath.

Print Name,

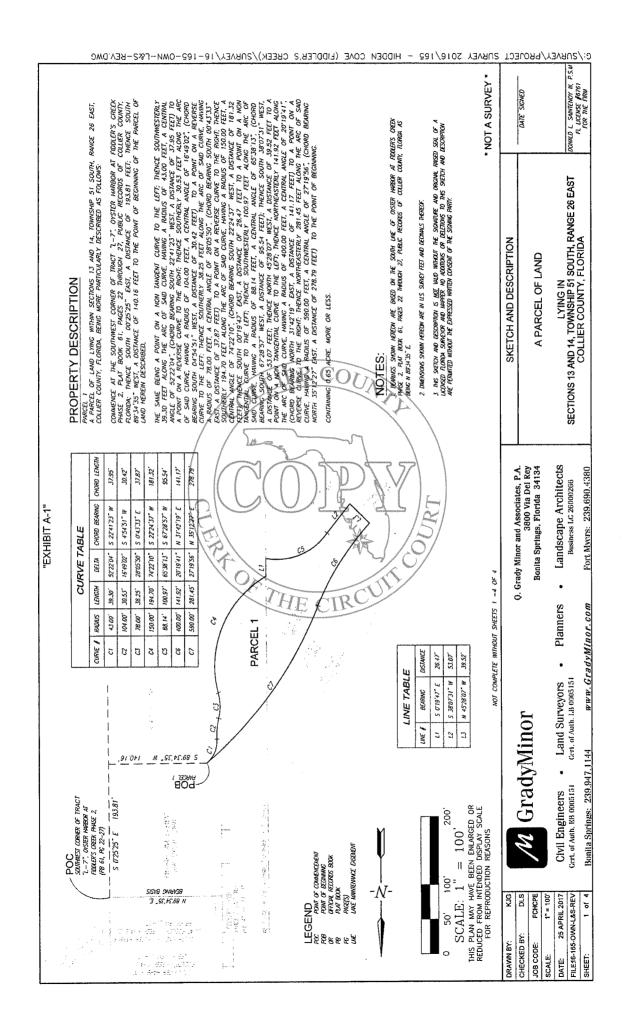
Notary Public Commission No.

Ay Commission Expires:

MARLON A CLARKE

Notary Public - State of New York NO. 01CL6297367

Qualified in Nassau County My Commission Expires Feb 18, 2018



PROPERTY DESCRIPTION

EXHIBIT A-2' PAGE 1

ð THE STATE OF LAND LINE WITH SCENDA 13, TOWNSHP 51 SOUTH, RANCE 26 E451, COLLIER COLUMY, FLORIDA, BETHG. MOVE PHYTICILLARY (ESCHRED) FRLUCHS:

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NÓTES:

JER.

MORE OR LESS.

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\* NOT A SURVEY

δ DLS FCHCPE

CHECKED BY: DRAWN BY: JOB CODE: SCALE: DATE

NOT COMPLETE WITHOUT SHEETS 1 - 4 OF 4

100 GradyMinor

Civil Engineers • Land Surveyors ert. of Auth. BB 0005151 Cert. of Auth. LB 0005151

Planners

Landscape Architects Business LC 26000266

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

LYING IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA

ONALD L. SAINTENOY III, P.S.A. FL LICENSE #6761 FOR THE FIRM

DATE SIGNED

SKETCH AND DESCRIPTION

A PARCEL OF LAND

Fort Myers: 239.690.4380

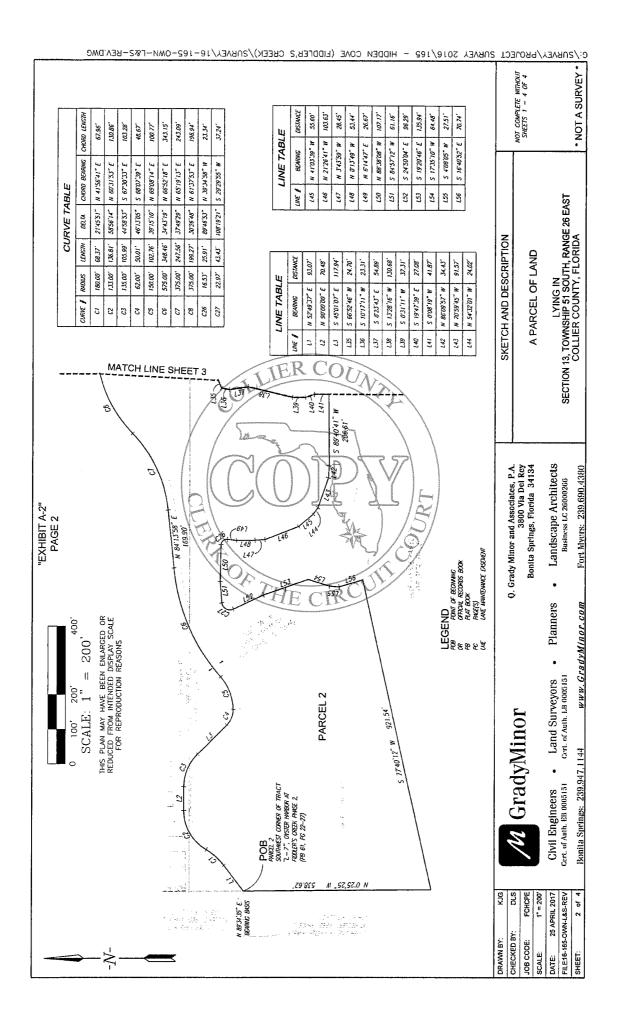
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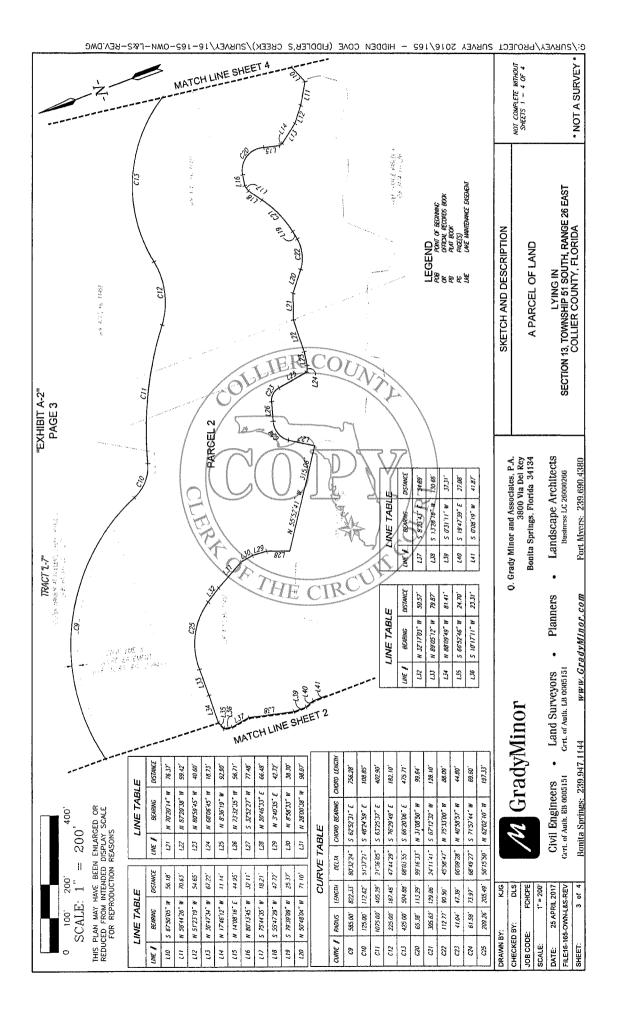
Sonita Springs: 239.947.1144 Cert. of Auth. EB 0005151

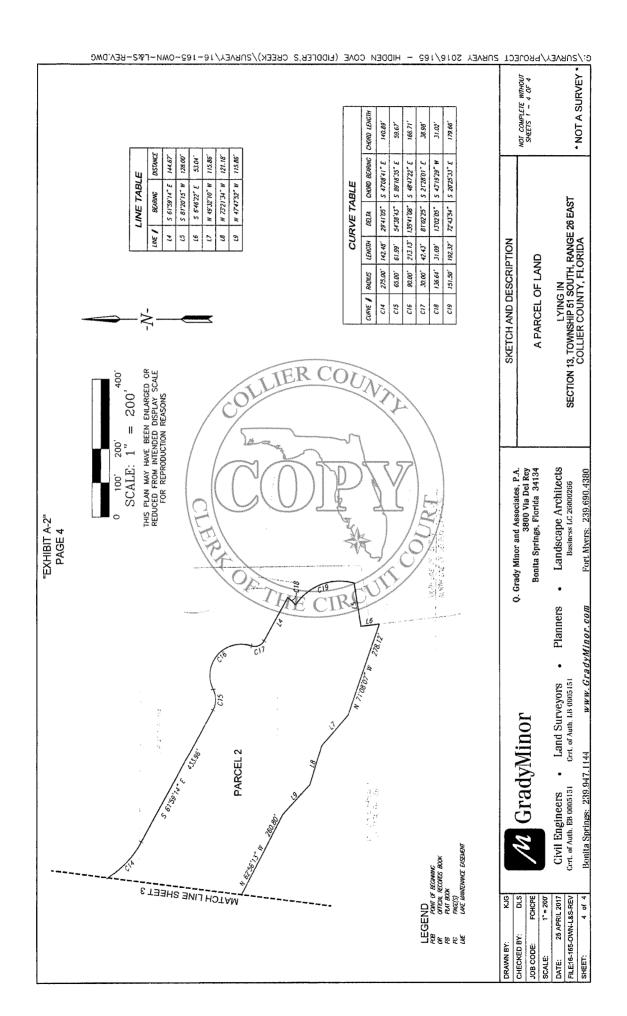
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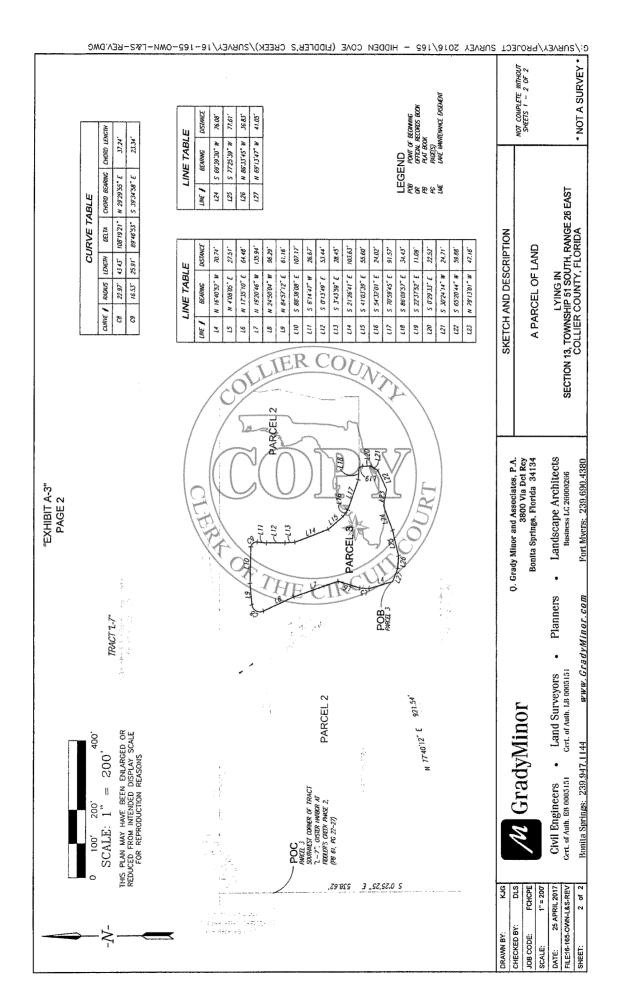






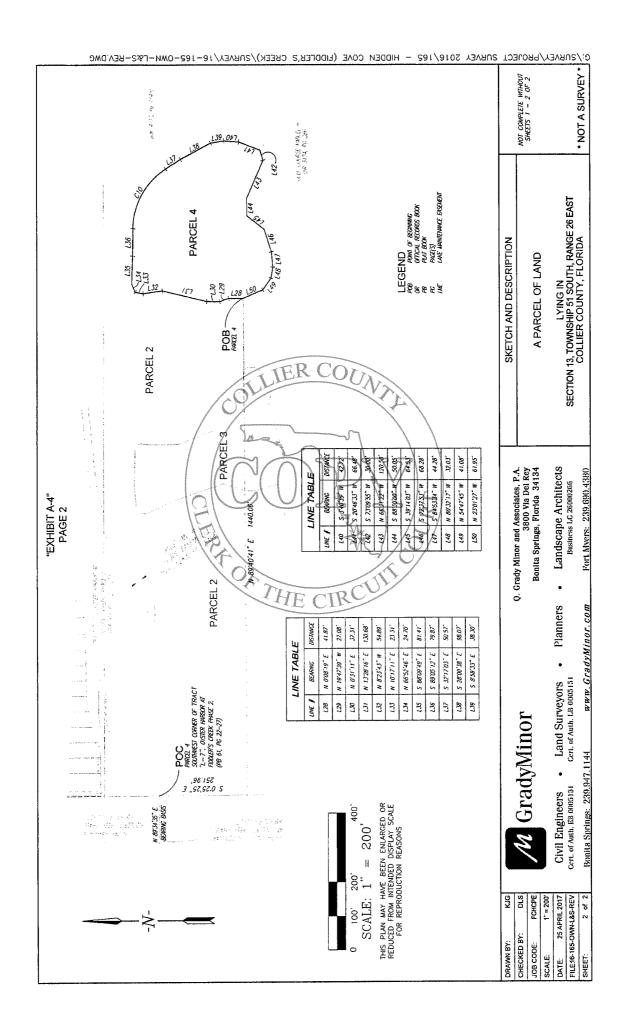
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2-REV.DWG	SO16/165 - HIDDEN COAE (EIDDFEK,2 CKEEK)/20KAEA/16-162-0MN-F%  W	* NOT A SURVEY * SORVEY * SORVEY *		DATE SIGNED SOME	DOWLD L. SWITTNOT III. P.S.M. O. CONTRIOR FOR THE FIRM
	PROPERTY DESCRIPTION  Formula of a country of the property of		SKETCH AND DESCRIPTION	A PARCEL OF LAND	LYING IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA
"EXHIBIT A-3" PAGE 1		NOT COMPLETE WITHOUT SHEETS 1 ~ 2 OF 2	O Grady Minor and Associative P.A.	// CradyMinor 3800 Via Del Rey Bonita Springs, Florida 34134	Civil Engineers • Land Surveyors • Planners • Landscape Architects Gert. of Auth. BB 0005151 Gert. of Auth. LB 0005151 Business LC 20000266 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort. Myers: 239.690.4380
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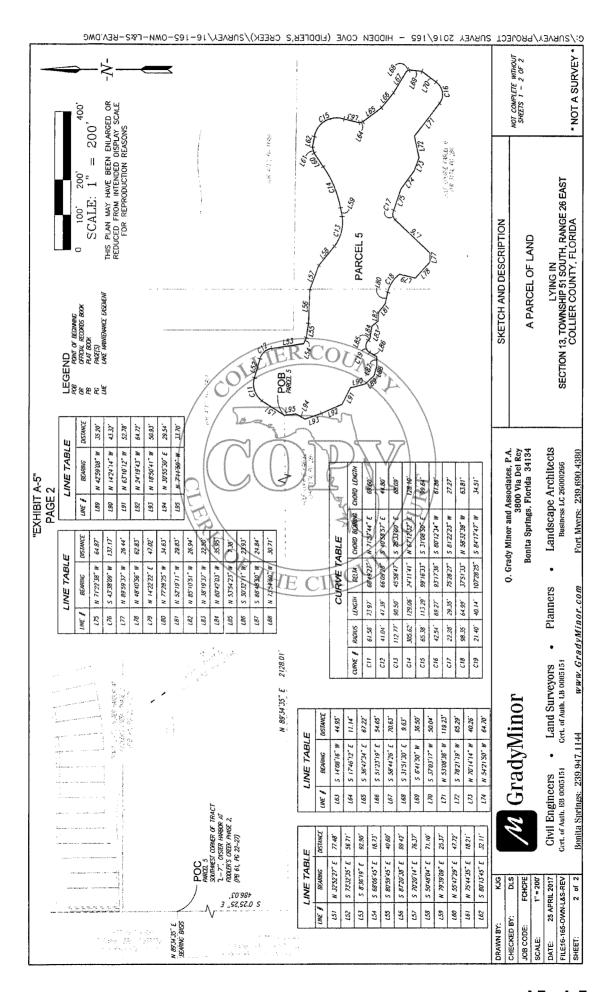
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	NEX SO16/165 - HIDDEN CONE (FIDDLER'S CREEK)/SURVEY/16-165-0WN-L&S-REV.DWC	* NOT A SURVEY *	DATE SIGNED		DONALD L. SANTENOY III. P.S.M. OF FOR THE FIRM
	NOTES:  NOTES:  I. ERAM SORVER HERROW ARE BASTO ON THE SOUTH UNE OF ONSITE HARBOR AT TROUBT'S CREEK PARKS 2. STAND 27. THE SOUTH UNE OF ONSITE HARBOR AS THE SOUTH OF DESCRIPTION OF THE SOUTH OF SOUTH O		SKETCH AND DESCRIPTION	A PARCEL OF LAND	LYING IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 28 EAST COLLIER COUNTY, FLORIDA
"EXHIBIT A-4" PAGE 1	COPPY	NOT COMPLETE WITHOUT SHEETS 1 - 2 OF 2	Врами ву: Кыб (Сто dvi Minor and Associates, P.A. снескер ву: DLS (100 Minor	Bonita Spring	DATE: 25 APRIL 2017 Civil Engineers • Land Surveyors • Planners • Landscape Architects FILEAG-165-COMN-LB.S.REV Crrl. of Auth. BB 0005151 Crrl. of Auth. LB 0005151 Business LC 26000266 SHEET: 1 of 2 Bonita Springs; 239.3947.1144 www.GradyMinor.com Fort Myers: 239.690.4380



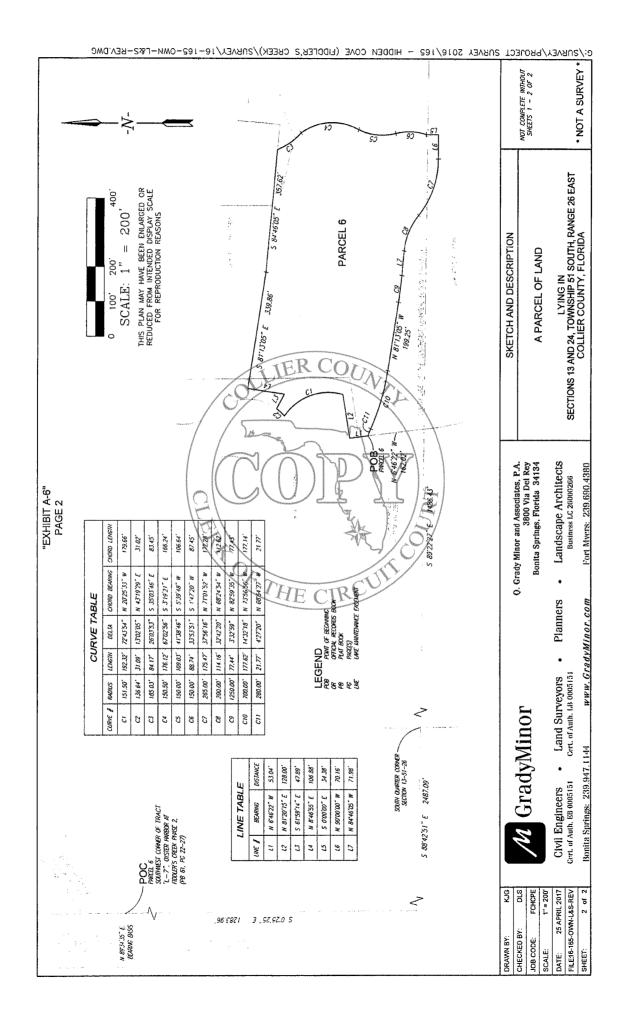
20BAEK 5010/102 - HIDDEM CONE (EIDDFEK,2 CKEEK)/20BAEK/10-102-0MM-F%2-KENDMC G:/2NRVEY/PROJECT TONALD L. SANTENOY II, P.S.M. FL LICENSE #6761 FOR THE FIRM NOT A SURVEY DATE SIGNED 3. THS SKYDLAND EXCORPAIN S. M.J. INUD WITHOUT THE SCOWLOR AND ORGAN, PAISED SON OF A LUDGOSD RUDGES SURFECH AND DESCRIPTION AND FROM THE SPREAM OF DESCRIPTION AND FROM THE SPREAM PRINT.

AND FRANTED WITHOUT THE SPREAMS WITHOUT CONCERN OF THE STORME PRINT. , BERGINS STAIN HERON AR BISCO ON THE SOUTH UNE OF OISTER HARDR AT MODELYS CREDING IN THE 2 FAIL ADM SIT TO THOSE OF THE SOUTH TOWER AS BOTH WORLD STELL. LYING IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA 2. DIVENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMUS THEREOF. SKETCH AND DESCRIPTION A PARCEL OF LAND NOTES NOT COMPLETE WITHOUT SHEETS 1 - 2 OF 2 O. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 Landscape Architects Fort Myers: 239,690,4380 HENCE MORTH 22:227 ESST. A DSTANCE OF 77.48 FEET TO A POINT ON A NON TANGENTIAL CURIE TO THE RICHT. HENCE CASTELLY 339 TEET ALONG THE ARC OF 500 CINES. EMMISS DESIGNED SET SET. A CHARLAL ALONG THE ARC OF 500 CINES. EMMISS DESIGNED SET SET. A CHARLAL ALONG THE ARC OF 500 CINES. THE TOTAL ALONG THE ARC OF 500 CINES. THE TOTAL ALONG THE ARC OF 500 CINES. HENCE COUNTY AND ALONG THE ARC OF 500 CINES. HENCE COUNTY ASSTALL SET. A DSTANCE OF 53.57 EST. A DSTANCE OF 53.57 A DSTANCE Business LC 26000266 "EXHIBIT A-5" PAGE 1 COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1—7" OYSTER HARBOR AT FIDDLER'S CREEK PHASE 2, PLAT BOOK 61, PAGES 22 THROUGH 27, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THENCE SOUTH 00'25'25" EAST, A DISTANCE OF 48.0.5 KEET, THENCE NORTH 89'34'35" EAST, A DISTANCE OF 21'28.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL PARCEL 5 PARCEL OF LAND LYING WITHIN SECTION 13. TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLER COUNTY. FLORIDA, BEING MORE PARTOLLARLY DESCRIBED AS FOLLONS-**Planners** www. GradyMinor. com Cert. of Auth. LB 0005151 Civil Engineers • Land Surveyors 14 GradyMinor Bonita Springs: 239.947.1144 Cert. of Auth. BB 0005151 PROPERTY DESCRIPTION CONTAINING 5.19 ACRES, MORE OR LESS RJG DLS FCHOPE ş 25 APRIL 2017 FILE16-165-OWN-L&S-REV 1 of 2 CHECKED BY: DRAWN BY: JOB CODE: SHEET: SCALE: DATE:



SURVEY 2016/165 - HIDDEN COVE (FIDDLER'S CREEK)/SURVEY/16-165-OWN-L&S-REV.DWG C:/SURVEY/PROJECT \* NOT A SURVEY DONALD L. SAINTENOY III, P. F. LICENSE #6761 FOR THE FIRM DATE SIGNED LYING IN SECTIONS 13 AND 24, TOWNSHIP 51 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA NOTES:

BERGING SIGNIM HEREON ARE BUSED ON THE SCUTH LINE OF DISTERNATIONALLY INFORMATION OF THE SCUTH LINE OF DISTERNATIONAL SERVING REPORTS OF COLLUER COUNTY, FLORDA AS BEING N 893475". 3. THS SKETEY AND LESSARION IS ALL WILD WITHOUT THE SCHUTTRE AND ORANIW WASPET WILL OF A LUCKSED FLORING SKINGTOR AND WAPPET NO AUTHOR OF WELLIAMS TO THIS SKETCH AND RESORDING ARE PERMITTED WITHOUT THE EXPANSE WARTEN CONSENT OF THE SCHWIC FRATE. FEET AND DECIMALS SKETCH AND DESCRIPTION ARE IN U.S. SURVEY A PARCEL OF LAND HEREON 2. DINENSIONS SHOWN O. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 Landscape Architects Fort Myers: 239,690,4380 Business LC 26000266 HENCE COMPINE, MORTH 06-1672" WEST, A DISTANCE OF 53:04 FEET, THENCE MERTH 8172015" ESST, A DISTANCE OF JERGON, CERT TO A CONTROL CANCE TO THE LIFT. A CONTROL CANCE TO THE LIFT. A CONTROL CANCE TO THE LIFT. HENCE MORTH-62733" WEST, A DISTANCE OF 123.66 FEET) TO A POWN ON A NOW INVESTIGAL CANCE TO THE LIFT. HENCE MORTH-62734" STATES A DISTANCE OF 123.66 FEET) TO A POWN ON A NOW INVESTIGAL CANCE TO THE LIFT. HENCE MORTH-627329" ESST, A DISTANCE OF 123.60 FEET) TO A FOWN ON A NOW INVESTIGAL CANCE TO THE FIRST. THENCE SOUTH 811.100" FEET, A DISTANCE OF 123.90 FEET, THENCE SOUTH 811.100" FEET, A DISTANCE OF 123.90 FEET, THENCE SOUTH 811.100" FEET, A DISTANCE OF 123.90 FEET, THENCE SOUTH 811.100" FEET, A DISTANCE OF 123.90 FEET, THENCE SOUTH 811.100" FEET, A DISTANCE OF 123.90 FEET, THENCE SOUTH 811.100" FEET, A DISTANCE OF 123.90 FEET, THENCE SOUTH 811.100" FEET, A DISTANCE OF 123.90 FEET, THENCE SOUTH 811.100" FEET, A DISTANCE OF 123.90 FEET, THENCE SOUTH 811.100" FEET, A DISTANCE OF 123.90 FEET, A DISTANCE OF 123.90 FEET, A CONTROL WARSHING CANCE TO THE LIFT. HENCE SOUTHER TO THE AND OF 123.90 FEET, A DISTANCE OF "EXHIBIT A-6" OLIVE TO THE PAGE 1 NORTH 662453" WEST, A DISTANCE OF 11262 FETT): THENCE NORTH 84-605" WEST, A DISTANCE OF 71.99 FEET TO, A FAWN OW A CURNE. THENCE WEST, A PROSENCE OF 71.2000 TETT, A COMMAN, AMELO OSTSOS): CHORDE RESEARCH THEN, AMELO OSTSOS (CHORDE RESEARCH NORTH 82:95" WEST, A DISTANCE OF 71.34 FEET) THENCE NORTH 81:350" WEST, A DISTANCE OF 1925 FEET TO A FOWN OW A CURNE. WHIN 81:350" WEST, A DISTANCE OF 1925 FEET OF A FOWN OW A CURNE. HUNG A POUND OF 7000 VEET, A CONTRA, MARCH OF 1935 OF 7000 VEET, A CONTRA, MARCH OF 1935 OF 7000 VEET, A CONTRA, MARCH OF 1935 OF 7000 VEET, A DISTANCE OF 1935 OF 7000 VEET, A DISTANCE OF 1935 OF 193 A PARCE OF LAND LYING WITHIN SECTIONS 13 AND 24, TOMISHIP SI SOUTH, RAVEE 26 EAST, COLLER COLVITY, FLORIDA BEING MORE PARTICULARY OCCORRED AS FOLLOWS: Planners WWW. GradyMinor. com NOT COMPLETE WITHOUT SHEETS 1 - 2 OF 2 Cert. of Auth. LB 0005151 Land Surveyors /// GradyMinor Bonita Springs: 239.947.1144 Civil Engineers • Cert. of Auth. BB 0005151 PROPERTY DESCRIPTION CONTAINING 7.51 ACRES, MORE OR LESS DLS FCHCPE 25 APRIL 2017 FILE16-165-OWN-L&S-REV CHECKED BY: DRAWN BY: JOB CODE: SCALE: DATE



## EXHIBIT "B" To Special Warranty Deed

Parcel 1 (FCC Preserve, LLC)

Parcel ID Numbers:

00741160610 and 00741120003

Parcel 2 (FCC Marsh, LLC)

Parcel ID Numbers:

portion of 00741160306 and

portion of 324330300026

Parcel 3, 4 and 5 (FCC Marsh, LLC)

Parcel ID Numbers:

00741160306

Parcel 6 (FCC Creek, LLC)

Parcel ID Numbers:

00741160717 and portion of 00741160209