



COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

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 Courthouse Shadows PUD

Tamiami Trail East

and legally described in *Exhibit A* attached hereto.

The property described herein is the subject of an application for mixed-use planned unit development (MPUD) zoning. We hereby designate Q. Grady Minor and Associates, P.A. and Coleman, Yovanovich and Koester, P.A., 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 legal representative 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.

KRG Courthouse Shadows, LLC

By: KRG Courthouse Shadows I, LLC its sole member which is a wholly owned subsidiary of Kite Realty Group Trust

Mark S. Jenkins, Senior Vice President

STATE OF Indiana)
COUNTY OF Marion)

Sworn to (or affirmed) and subscribed before me this 31st day of January, 2019 by Mark S. Jenkins who is personally known to me or has produced SDP Development as identification.

Notary Public

(Name typed, printed or stamped)

RAYNETTE M. BAKER
Notary Public, State of Indiana
SEAL
My Commission Expires 5/6/2020

Exhibit "A"

Parcel 1:

Tract A, COURTHOUSE SHADOWS, according to the plat thereof as recorded in Plat Book 29, Page 40, of the Public Records Collier County, Florida.

AND

Tract B, COURTHOUSE SHADOWS, according to the plat thereof as recorded in Plat Book 29, Page 40, of the Public Records Collier County, Florida.

AND

Tract E, COURTHOUSE SHADOWS, according to the plat thereof as recorded in Plat Book 29, Page 40, of the Public Records Collier County, Florida.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 as created by the Cross-Parking and Easement Agreement between Collier Development Corporation and Amoco Oil Company dated December 3, 1987, recorded December 14, 1987, in Official Records Book 1315, Page 329 and Corrective Cross-Parking and Easement Agreement recorded in Official Records Book 2251, Page 1173, both of the Public Records of Collier County, Florida, for the purposes set forth therein, over, under and across the lands set forth therein.

Parcel 3:

Non-exclusive easements for the benefit of Parcel 1 as created by the Declaration of Easements for Access and Parking between Collier Development Corporation and Collier Enterprises recorded in Official Records Book 1481, Page 1371, of the Public Records of Collier County, Florida, for the purposes set forth therein, over, under and across the lands set forth therein.

Parcel 4:

Non-exclusive easements for the benefit of Parcel 1 as created by the Restrictions and Easements Agreement recorded in Official Records Book 1958, Page 2268, First Amendment recorded in Official Records Book 2308, Page 1929 and Dedication of Access Easements in Official Records Book 2371, Page 2831, all of the Public Records of Collier County, Florida, for the purposes set forth therein, over, under and across the lands set forth therein.

Parcel 5:

Non-exclusive easements for the benefit of Parcel 1 as created by the Declaration of Restrictions and Easements, recorded in Official Records Book 2371 Page 2837 and Assignment of Declarant's Rights recorded in Official Records Book 2580, Page 3445, both of the Public Records of Collier County, Florida, for the purposes set forth therein, over, under and across the lands set forth therein.

Parcel 6:

Non-exclusive easements for the benefit of Parcel 1 as created by the Mutual Declaration of Covenants and Easements recorded March 28, 2006, in Official Records Book 4006, Page 1921, of the Public Records of Collier County, Florida, for the purposes set forth therein, over, under and across the lands set forth therein.



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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.


KRG Courthouse Shadows II, LLC, which is a wholly owned subsidiary of Kite Realty Group Trust


Mark S. Jenkins, Senior Vice President

STATE OF)
COUNTY OF)

Sworn to (or affirmed) and subscribed before me this 17 day of April, 2019 by Mark S. Jenkins
who is personally known to me or has produced Sub Development as identification.

RAYNETTE M. BAKER
Notary Public, State of Indiana
SEAL
My Commission Expires 5/6/2020


Notary Public
(Name typed, printed or stamped)

#635135

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