THIS INSTRUMENT PREPARED BY:

Stephen C. Pierce, Esq. 24301 Walden Center Drive, Suite #300 Bonita Springs, Florida 334134 INSTR # 5405264
OR BK 03614 PG 3541
RECORDED 04/03/2002 12:30:38 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 55.50
DEPUTY CLERK J Miller

PLCA PRIORITY ACCESS AGREEMENT

THIS PLCA PRIORITY ACCESS AGREEMENT (this "Agreement") is made as of the of SEP 2001 by and among (i) PELICAN LANDING GOLF RESORT VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, whose address is 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 ("Golf Ventures"), and (ii) PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 ("PLCA").

RECITALS:

- A. WCI Communities, Inc., a Delaware corporation ("WCI"), being the successor by merger to WCI Communities Limited Partnership, a Delaware limited partnership (the "Partnership"), is the developer of that certain residential community located in Lee County, Florida, and commonly known as "Pelican Landing."
- B. PLCA is an association formed and currently operated by WCI for the purpose of managing the common amenities within Pelican Landing.
- C. By purchasing a residence within Pelican Landing, such purchaser automatically becomes a member of PLCA.
- D. The Partnership has previously sold and conveyed to HYATT EQUITIES, L.L.C., a Delaware limited liability company (the "Hotel Owner"), that certain parcel of real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Hotel Parcel"), which Hotel Parcel is located within Pelican Landing, with the result that the Hotel Owner is also a member of PLCA.
 - E. The Hotel Owner is causing a hotel (the "Hotel") to be constructed on the Hotel Parcel.
- F. WCI is the sole shareholder of BAY COLONY GATEWAY, INC., a Delaware corporation ("BCG"). BCG is the sole shareholder of Pelican Landing Golf Resort Ventures, Inc., a Delaware corporation, being the sole general partner of Golf Ventures, with the only limited partners of Golf Ventures being BCG and the Hotel Owner.
- G. HTS COCONUT POINT, INC., a Delaware corporation ("HTS"), is the sole general partner of Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership ("Timeshare Ventures"), with the only limited partner of Timeshare Ventures being BCG.

CHGO2:20318:20007894.2

- H. By means of that certain Warranty Deed dated December 16, 1998 executed by the Partnership in favor of Golf Ventures and Timeshare Ventures and recorded in O.R. Book 3052, Page 1748, in the Public Records of Lee County, Florida (the "Partnership Deed"), Golf Ventures and Timeshare Ventures became the owners of that certain parcel of real property described in the Partnership Deed.
- I. By means of that certain Warranty Deed dated November 13, 2000 by Golf Ventures in favor of Timeshare Ventures and recorded in O.R. Book 3331, Page 3739, in the Public Records of Lee County, Florida, Timeshare Ventures became the sole and exclusive owner of the fee simple title to that certain parcel of real property described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Timeshare Parcel"), which Timeshare Parcel is located within Pelican Landing.
- J. Timeshare Ventures intends to develop and operate a residential timeshare resort product on the Timeshare Parcel (the "Timeshare Development"), with the goal and intention of selling and conveying fractional interests in the Timeshare Development.
- K. By means of that certain Warranty Deed dated November 13, 2000 by Timeshare Ventures in favor of Golf Ventures and recorded in O.R. Book 3331, Page 3742, and certain other deeds, all recorded in the Public Records of Lee County, Florida, Golf Ventures became the sole and exclusive owner of the fee simple title to that certain parcel of real property described on Exhibit "C" attached hereto and incorporated herein by this reference (the "Golf Parcel"), which Golf Parcel is located within Pelican Landing.
- L. Golf Ventures is the owner, developer and operator of that certain golf course and related facilities constructed and developed on the Golf Parcel (collectively, the "Golf Course").
- M. Pursuant to the terms of that certain Hotel Golf Course Access Easement Agreement dated as of December 16, 1998 by and between Golf Ventures and the Hotel Owner, as further memorialized by that certain Memorandum of Hotel Access Easement Agreement dated as of December 16, 1998, recorded in O.R. Book 3025, Page 1755, in the Public Records of Lee County, Florida, as amended (collectively, the "Hotel Golf Access Agreement"), Golf Ventures agreed, among other things, that seventy percent (70%) of all "Rounds," as such term is defined in the Hotel Golf Access Agreement, during each day of the "Term," as such term is defined in the Hotel Golf Access Agreement, shall be allocated for use by guests of the Hotel
- N. Pursuant to the terms of that certain Residential Golf Course Access Easement Agreement dated as of December 16, 1998 by and between Golf Ventures and Timeshare Ventures, as further memorialized by that certain Memorandum of Residential Golf Course Access Easement Agreement dated as of December 16, 1998, recorded in O.R. Book 3025, Page 1763, in the Public Records of Lee County, Florida, as amended (collectively, the "Residential Golf Access Agreement"), Golf Ventures agreed, among other things, that thirty percent (30%) of all "Rounds," as such term is defined in the Residential Golf Access Agreement, during each day of the "Term," as such term is defined in the Residential Golf Access Agreement, shall be allocated for use by "Timeshare Guests," as such term is defined in the Residential Golf Access Agreement.
 - O. Pursuant to the terms of Section 11 of the Hotel Golf Access Agreement, the Hotel snau gradually release "Available Hotel Rounds," as such term is defined in Section 11 of the Hotel Golf Access Agreement, commencing at 5:00 P.M. of the tenth (10th) day prior to the date of play.

- P. Pursuant to the terms of <u>Section 10</u> of the Residential Golf Access Agreement, Timeshare Ventures shall gradually release "Available Timeshare Rounds," as such term is defined <u>Section 10</u> of the Residential Golf Access Agreement, commencing at 5:00 P.M. of the tenth (10th) day prior to the date of play.
- Q. Certain disputes have arisen between certain members of PLCA and WCI and the Hotel Owner with respect to, among other things, the rights of guests of the Hotel and owners of units within the Timeshare Development to use certain common amenities within Pelican Landing.
- R. Pursuant to the terms of that certain Turnover and Settlement Agreement dated <u>SEPT. 20</u>, 2001 by and among WCI, the Hotel Owner, PLCA, Community Action Fund, Inc. The Residential Association, Inc., Golf Ventures and Timeshare Ventures (the "Settlement Agreement"), the parties to the Settlement Agreement have resolved and settled all disputes between the parties thereto.
- S. As part of such resolution and as a portion of the consideration provided by WCI and the Hotel Owner to secure such resolution, WCI and the Hotel Owner agreed to cause Golf Ventures to "give priority access to tee times at the 27-hole Hyatt/WCI resort golf course to resident members of the PLCA after Hotel and timeshare use and before the general public."
- T. The parties hereto desire to enter into this Agreement for the purpose of confirming the processes and procedures pursuant to which Golf Ventures shall assure that resident members of the PLCA shall receive priority/preferred access to "Rounds," as such term is defined in both the Hotel Golf Access Agreement and the Residential Golf Access Agreement, at the Golf Course after "Timeshare Guests" and after "Hotel Guests" and "Club Members," as such terms are defined in the Timeshare Golf Access Agreement and in the Hotel Golf Access Agreement, respectively, but before members of the general public.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and as a third party beneficiary for consideration due to the ownership of the interests of Golf Ventures, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Recitals set forth above are true, correct and accurate and are incorporated herein by this reference to the same degree as if fully set forth and restated herein.
- 2. Except to the extent Rounds are unavailable due to use by the Hotel, Timeshare Guests or a tournament at the Golf Course, Golf Ventures agrees to hold twelve (12) Rounds on each day for use by resident members of the PLCA. Such twelve (12) Rounds may be reserved by resident members of the PLCA between 5:00 p.m. on the tenth (10th) date prior to the date of play and 5:00 p.m. on the ninth (9th) day prior to the date of play may be made available to the general public.
- 3. PLCA expressly acknowledges and agrees that either or both of the Hotel Golf Access Agreement and the Residential Golf Access Agreement may be amended by the parties thereto as they determine in their sole and absolute discretion, including, but not limited to, amendments to the times upon Available Hotel Rounds and Available Timeshare Rounds are released. If the earliest such release time is less than ten (10) days prior to the date of play, the twenty-four (24) hour reservation period in Paragraph 2 above shall be moved to commence upon such earliest release time. In such event, Golf Ventures shall

endeavor to advise PLCA of such modification in writing within ten (10) business days of such modification becoming effective.

- 4. PLCA acknowledges and agrees that, notwithstanding any the fact of this Agreement providing priority access to the Golf Course to resident members of PLCA, resident members of PLCA are entitled to no discount with respect to charges and/or fees charged by Golf Ventures to use the Golf Course. Rather, resident members of PLCA shall be required to pay the same charges and/or fees charged to and payable by members of the general public to Golf Ventures to use the Golf Course. Additionally, continued use of the Golf Course by resident members of PLCA is conditioned and contingent upon such resident member(s) of PLCA fully and timely complying with all rules and regulations established by Golf Ventures.
- 5. PLCA expressly acknowledges and agrees that this Agreement does not impose any duty or obligation on any entity, person or party to construct or maintain the Golf Course. This Agreement only requires that in the event the Golf Course is constructed and maintained and is open for use by members of the general public, Golf Ventures shall be required to make the Golf Course available for use by resident members of PLCA who pay the required charges and/or fees and fully and timely comply with all rules and regulations established by Golf Ventures, all in the manner set forth herein.
- 6. This is a private agreement between the parties hereto and neither the resident members of PLCA nor the general public shall acquire any right, title or interest in or to the Golf Course as a result of this Agreement. In the event Golf Ventures breaches this Agreement and fails to timely perform its obligations hereunder for any reason whatsoever, PLCA alone shall be entitled to bring suit for the specific performance of this Agreement. No resident member of PLCA is individually vested with an interest by means of this Agreement or has a right to enforce the terms hereof.
- 7. The parties hereto acknowledge that the terms of this Agreement apply and pertain solely and exclusively to the subject 27-hole Golf Course and to no other golf course, club or facilities which may be developed in the future in Pelican Landing or elsewhere which may also serve and accommodate the Hotel, Timeshare Ventures, Timeshare Guests, Hotel Guests, Residential Owners, Club Members and Visiting Golfers.
- 8. This Agreement runs with the land and is binding on Golf Ventures, its successors and assigns.
- 9. This Agreement supersedes any and all other agreements, written or oral, between the parties pertaining to the subject matter hereof.
- 10. This Agreement shall be binding on and shall inure to the benefit of the parties, their respective heirs, successor and assigns.
 - 11. This Agreement may be altered or amended only with the written consent of the parties hereto.
- 12. If any provision of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

- 13. This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto. Facsimile signatures of this Agreement shall be deemed valid as original signatures.
- 14. This Agreement has been drafted by Golf Ventures as an accommodation to PLCA, who expressly agrees that the provisions of this Agreement shall not be construed against Golf Ventures as a result thereof.

IN WITNESS WHEREOF, the parties have duly executed this PLCA Priority Access Agreement as of the day, month and year first above written.

LAURELY STERRY

MCLANCESCU

MCLANCESCU

Signed, sealed and delivered in the

LAUREL 19 DIERLY Melanie Scire PELICAN LANDING GOLF RESORT VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership

By: Pelican Landing Golf Resort Ventures, Inc., a Delaware corporation, as sole general partner

By: Name: Edward R. G

Title: Vice President

PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida hox for-profit corporation

Ву: ____

Name: Milt G. Flinn

Title: President

STATE OF FLORIDA COUNTY OF LEE

My commission expires:

LAUREL Y. SITTERLY
MY COMMISSION # CC 721196
EXPIRES: March 3, 2002
Bonded Thru Notary Public Underwriters

Notary Public LAY REL LY SITTERLY
Printed Name of Notary Public

Notary Commission Number

STATE OF FLORIDA COUNTY OF LEE

My commission expires:



Notary Public

AUREL USITERLY

Printed Name of Notary Public

Notary Commission Number

PELICAN LANDING RESORT HOTEL PARCEL

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 50.00 FOOT RIGHT-OF-WAY DESCRIBED IN COUNTY COMMISSIONERS MINUTE BOOK 6 · AT PAGE 288 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7. FOR A DISTANCE OF 625.00 FEET; THENCE RUN 5.89°40'05"W. FOR A DISTANCE OF 1107.21 FEET; THENCE RUN N.00°19'55"W, FOR A DISTANCE OF 650.00 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE RUN N.00°46'02'E. FOR A DISTANCE OF 210.01 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°40'05"E., ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516, FOR A DISTANCE OF 216.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE RUN N.03*20'55"W., ALONG THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. 1677 AT PAGE 3516, FOR A DISTANCE OF 202.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL: THENCE RUN N.89°40'05"E. FOR A DISTANCE OF 866.42 FEET TO A POINT 25.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7. THE SAME BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.01°07'45"E., PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 436.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.89°16'14"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 24.69 FEET TO THE POINT OF BEGINNING; CONTAINING 25.693 ACRES, MORE OR LESS.

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

BEARINGS REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.00°23'24"E.

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

THOMAS J. GARRIS

P.L.S. # 3741

STATE OF FLORIDA

EXHIBIT: "A"

1550 ABERNATHY STREET BONITA SPAINGS, FLORIDA 34135 841-992-0795 FAX 941-992-2727

New Directions in Planning, Design & Engineering

Description of Hyatt Golf Resort Time Share Parcel, being a part of Sections 5 and 6, Township 47 South, Range 25 East, Lee County, Florida (Revised 11/15/01)

All that part of Sections 5 and 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 6;

thence North 32°03'01" West 401.93 feet to the Point of Beginning of the parcel herein described;

thence North 35°11'25" West 153.86 feet;

thence South 59°23'02" West 537,28 feet;

thence North 31°15'19" West 104.97 feet;

thence North 06°23'24" East 410.85 feet;

thence North 35°42'31" West 280.13 feet;

thence North 06°47'06" East 453.60 feet;

thence North 18°34'18" West 182.05 feet;

thence North 03°21'04" West 151.03 feet;

thence North 17°12'51" East 216.81 feet;

thence North 66°41'26" East 491.36 feet;

thence South 69°14'14" East 229.14 feet;

thence South 25°02'44" East 76.93 feet;

thence South 63°59'01" East 35.54 feet;

thence South 20°24'37" East 276.35 feet;

thence South 25°02'44" East 245.21 feet;

thence South 17°54'44" East 130.83 feet;

thence South 28°11'56" West 205.73 feet;

thence South 16°04'11" East 265.70 feet;

thence South 53°58'04" East 190.76 feet;

thence South 22°12'52" East 87.71 feet;

thence South 72°12'41" West 131.17 feet;

thence South 69°10'37" West 363.26 feet;

thence South 20°46'24" East 161.13 feet;

thence South 60°31'34" West 62.68 feet to the Point of Beginning of the parcel herein described.

Subject to easements and restrictions of record.

Containing 33.40 acres more or less.

Bearings are based on the east line of said Section 6, being North 01°33'26" West.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By: John B. Malanay D.S. M. #4463

Date

11-15.2001

2011 AK-438

Ref(9/K-438

Not valid unless embossed with the Professional's seal.

EXHIBIT

"B"

SACE TOPP ATOM

DESCRIPTION

HYATT RESORT GOLF PARCEL

PARCEL IN SECTIONS 5, 6, 7 AND 8, T. 47 S., R. 25 E. LEE COUNTY, FLORIDA

All those lands as described in Official Record Book 780, pages 3182 through 3184 and Official Record Book 2525, pages 1400 through 1402, Public Records of Lee County, Florida along with all that part of Government Lot 1, Section 7, Township 47 South, Range 25 East, Lee County, Florida lying east of the Mean High Water line of the waters of the Estero Bay all being more particularly described as follows:

All that part of Sections 5, 6, 7 and 8, Township 47 South, Range 25 East, Lee County, Florida along with Lots B8, B9, B10, B11, B12, B21, B22, B23, B24 and B25, Florida Gulf Land Company's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 59, Public Records, Lee County, Florida all being more particularly described as follows:

BEGINNING at the southeast corner of said Government Lot 1, Section 7; thence along the west line of the northwest one-quarter (NW-1/4) of said Section 8, S01°07'45"E, a distance of 1284.54 feet to a line lying 40 feet northerly of and parallel with, as measured at right angles to, the south line of the northwest one-quarter (NW-1/4) of said Section 8; thence along said parallel line S89°16'14"E, a distance of 1267.99 feet to the east line of the west one-half (W-1/2) of the northwest one-quarter (NW-1/4) of said Section 8, said line also being the west line of said El Dorado Acres; thence along said fractional line and the west line of El Dorado Acres N01°00'40"W, a distance of 2612.29 feet to the south line of the southwest one-quarter (SW-1/4) of said Section 5, said line also being the south line of said Florida Gulf Land Company's Subdivision, said line also being the north line of said El Dorado Acres; thence along said line S89°25'14"E, a distance of 1273.31 feet to the south one-quarter (S-1/4) corner of said Section 5; thence along the south line of the southeast one-quarter (SE-1/4) of said Section 5, said line also being the north line of said El Dorado Acres, S88°49'04"E, a distance of 322.44 feet to the east line of Lot B8 of said Florida Gulf Land Company's Subdivision, thence along said east line of Lot B8 and continue along the east line of Lot B25 N00°26'57"W, a distance of 2655.63 feet to the north line of the southeast one-quarter (SE-1/4) of said Section 5, said line also being the north line of Lot B25 of said Florida Gulf Land Company's Subdivision; thence along said line S89°30'21"W, a distance of 325.11 feet to the center of said Section 5; thence along the north line of the southwest one-quarter (SW-1/4) of said Section 5 S89°34'01"W, a distance of 2592.59 feet to the west onequarter (W-1/4) corner of said Section 5; thence along the west line of the southwest oneguarter (SW-1/4) of said Section 5 S01°27'58"E, a distance of 92.76 feet to the boundary of those lands as described in Official Record Book 1762, page 4173, Public Records, Lee County, Florida; thence along said boundary in the following five (5) described courses:

- 1) S89°10'33"W, a distance of 349.32 feet;
- 2) S00°49'45"E, a distance of 162.43 feet;
- 3) N81°21'24"W, a distance of 600.65 feet;
- 4) S46°11'08"W, a distance of 523.57 feet;
- 5) S00°48'54"E, a distance of 775.71 feet

to the north line of Government Lot 4, of said Section 6; thence along said north line S89°41'05"W, a distance of 200 feet more or less to the Mean High Water line of the waters of the Estero Bay; thence southerly along said Mean High Water line to the south line of Government Lot 1 of said Section 7; thence along said south line of Government Lot 1 N89°33'42"E, a distance of 1279 feet more or less to the POINT OF BEGINNING of the Parcel herein described;

ALONG WITH:

Lot 8, Block 14, El Dorado Acres, an unrecorded subdivision in Section 8, Township 47 South, Range 25 East according to the plat thereof as recorded in Deed Book 310, page 183 and Official Record Book 82, page 474, Public Records, Lee County, Florida;

LESS AND EXCEPT the following parcel of land:

UK BOOK 03614 PAGE 3331

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Description of Hyatt Golf Resort Time Share Parcel. being a part of Sections 5 and 6, Township 47 South. Range 25 East, Lee County, Florida (Revised 11/15/01)

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Commencing at the southeast corner of sald Section 6;

thence North 32°03'01" West 401.93 feet to the Point of Beginning of the parcel herein described;

thence North 35°11'25" West 153.86 feet;

thence South 59°23'02" West 537.28 feet;

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Containing 33.40 acres more or less.

Bearings are based on the east line of said Section 6, being North 01°33'26" West.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

. Maloney, P.S.M. #4493

Date

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valid unless embossed with the Professional's seal.

of 3

Naples Fort Myers Sarasota Bradenton Tampa Tallahassee

3200 Bailey Lane, Sulte 200 Naples, Florida 34105-8507 941-649-4040 😭 941-643-5716 🗐

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