

Prepared by and Return To:

Robert H. Gebaide, Esq.
Baker & Hostetler LLP
200 South Orange Avenue, Suite 2300
Orlando, FL 32801
(407) 649-4000

Total Consideration: \$10.00

Property Appraiser's Parcel ID #: 07-47-25-B2-00004.00CE

WALL CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT

THIS WALL CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made and entered into this 18th day of February, 2016, by and between PELICAN LANDING COMMUNITY ASSOCIATION, a Florida not-for-profit corporation, with a mailing address of 24501 Walden Center Drive, Bonita Springs, FL 34134 (the "Grantor"), and HYATT EQUITIES, L.L.C., a Delaware limited liability company, with a mailing address of 71 South Wacker Drive, 12th Floor, Chicago, Illinois 60606; Attention: Legal Department (the "Grantee") (each a "Party" or collectively, "Parties").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of that certain tract of land located in the City of Bonita Springs, Lee County, Florida, Parcel Identification Number 07-47-25-B2-00004.00CE, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor Property");

WHEREAS, the Grantee is the owner in fee simple of those certain tracts of land located adjacent to the Grantor Property in the City of Bonita Springs, Lee County, Florida, Parcel Identification Numbers 07-47-25-B2-00007.0000; 07-47-25-B2-00009.0000; 07-47-25-B2-00008.0000; and 07-47-25-B3-00010.0000, as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Grantee Property");

WHEREAS, the Grantor desires to grant to the Grantee, its agents, employees, contractors, invitees, and assigns, a non-exclusive easement across ten feet (10") of the Grantor Property immediately adjacent to the Grantee Property, as more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference (the "Easement Property") to permit the construction, maintenance, and repair of a masonry wall and other improvements on the Grantee Property;

WHEREAS, the Parties have agreed that the Grantor will allow the Grantee to use the Wall Construction Easement and Wall Maintenance Easement (each as defined below) which affect and benefit the Parties as provided herein below.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

1. **Recitals.** The recitals set forth above are true and correct and hereby incorporated into the terms of this Agreement.

2. **Wall Construction Easement; Wall Maintenance Easement; Grantor's Permitted Modification or Relocation of Wall Maintenance Easement.**

(a) **Grant of Wall Construction Easement.** The Grantor hereby grants and conveys to the Grantee, its agents, employees, contractors, invitees, and assigns, a one (1) year, non-exclusive easement over, upon, and through the Easement Property for the construction of a masonry wall and associated improvements (collectively, the "Wall") to be located on the Grantee Property (collectively, the "Wall Construction Easement"). The Grantor hereby reserves for itself, its successors, its agents, employees, contractors, invitees, and assigns, the right to continued use of the Easement Property for all purposes which shall not unreasonably interfere with Grantee's use of the Wall Construction Easement.

(b) **Grant of Wall Maintenance Easement.** The Grantor hereby grants and conveys to the Grantee, its agents, employees, contractors, invitees, and assigns, a non-exclusive easement over, upon, and through the Easement Property for the future maintenance and repair of the Wall (collectively, the "Wall Maintenance Easement"). The Grantor hereby reserves for itself, its successors, its agents, employees, contractors, invitees, and assigns, the right to continued use of the Easement Property for all purposes which shall not unreasonably interfere with Grantee's use of the Wall Maintenance Easement. The Wall Maintenance Easement is subject to termination as provided in this paragraph. After the completion of the initial construction of the Wall, in the event that Grantor determines, in its sole and absolute discretion, to construct improvements within the Easement Area, Grantor shall have the right to terminate the Wall Maintenance Easement by delivering written notice of such termination to Grantee not less than six (6) months prior to the termination date stated in such written notice. In the event of a termination of the Wall Maintenance Easement, Grantor and Grantee shall use commercially reasonable efforts to reach a new agreement to provide Grantee with reasonable access to the Grantor Property so that Grantee can maintain the Wall in accordance with its obligations under this Agreement; provided, however, neither Party shall be obligated to enter into such an agreement.

(c) **Maintenance of Wall.** The Grantee, at its sole cost and expense, shall be responsible for all maintenance, repairs, upkeep, cleaning, function and other related tasks required to maintain the Wall constructed by Grantee pursuant to this Agreement in a clean and attractive condition consistent with the initial construction of the Wall,

subject to reasonable wear and tear, and in conformity with applicable permits of governing authority. The Grantee, at its sole cost and expense, shall remedy any impact on the Easement Property or the Grantor Property resulting from the Grantee's or Grantee's employees' or agents' use of the Wall Construction Easement or the Wall Maintenance Easement, including the restoration of the Grantor Property disturbed by such use to its previous or better condition. In the event of a termination of the Wall Maintenance Easement by Grantor, Grantee's obligations under this paragraph shall be limited to such actions as may be reasonably taken without use of the Wall Maintenance Easement.

(d) No Interference with Easement. The Parties hereby agree that during the term of this Agreement they will not take any action that is inconsistent, or that would unreasonably interfere with either Party's use of the Easement Property as permitted hereunder. Grantee understands, acknowledges, and agrees that the Wall must be constructed wholly within the Grantee Property and that Grantee is not authorized to make any installation of trees, buildings or other vertical structures within the Easement Property. Grantor agrees that it will not install, nor allow the installation of trees, buildings, or other vertical structures within the Easement Property that would be inconsistent, or that would unreasonably interfere with Grantor's use of the Wall Construction Easement or the Wall Maintenance Easement. Subject to the provisions of this paragraph, Grantor retains the right to install landscaping, roadways and parking areas within the Easement Property. After the initial installation of the Wall, Grantor and Grantee agree to cooperate during Grantor's design of any landscaping, roadways, parking areas, or structures within the Easement Area to attempt to minimize the potential impact of the improvements on the future maintenance and repair of the Wall.

(e) Permitting. The Grantee, at its sole cost and expense, shall be responsible for obtaining necessary governmental permits related to the construction of the Wall and the use of the Wall Construction Easement or the Wall Maintenance Easement. The Grantor shall cooperate, at no expense to Grantor, with the Grantee in its efforts to secure the necessary permits. Any subsequent modification required by Grantee shall be made by and at the sole cost of the Grantee.

(f) Modification or Relocation of Wall Maintenance Easement. Grantor reserves the right to modify or relocate the Wall Maintenance Easement ("Relocated Easement") provided that any such Relocated Easement (i) is reasonably equivalent to the easement that it replaces and continues to provide Grantee with vehicular access across that portion of the Grantor Property reasonably necessary to support Grantee's construction, maintenance, and repair of the Wall, and (ii) is at the sole cost and expense of the Grantor. The Grantee agrees that it shall execute any documentation reasonably required by Grantor in order to document the closure of the original easement and the substitution of the Relocated Easement, which shall then be governed in accordance with this Agreement. The rights reserved by Grantor under this paragraph are in addition to, and not in limitation of, any termination rights reserved by Grantor under this Agreement.

3. Executing This Agreement. It is the intention of the Parties that this Agreement will be executed by all Parties and recorded among the Public Records of Lee County,

Florida. All rights and obligations of the Parties as set forth herein shall not be enforceable until such time as the Parties execute, deliver, and record this Agreement, agreeing to be bound and abide by all the terms and provisions hereof.

4. **Duration of Easements.** All covenants, rights and obligations hereby granted, created and declared shall exist for the benefit of the Grantor Property and the Grantee Property described herein, shall run with the land and may not be changed, amended, modified, canceled or terminated, other than as expressly provided herein.

5. **Incidental Rights.** The easements and rights of use hereby created and conveyed include all incidental rights reasonably necessary for the use and enjoyment of the easements for their intended purposes. All rights not expressly granted, or incident to those rights expressly granted, hereunder are expressly reserved to the Grantor.

6. **No Gift or Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of the parties and their successors, and assigns, and that nothing in this Agreement express or implied, shall confer upon any person, other than the parties, and their successors, and assigns, any rights or remedies under or by reason of this Agreement.

7. **Indemnity.** To the fullest extent allowed by law, each Party agrees to be fully responsible for its negligent acts, errors, omissions, or tortious acts which result in claims, suits, liability, demands, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and paralegals' fees, whether or not suit be brought) (collectively, "Claims") against the other Party hereto. Each Party shall defend, indemnify and hold harmless the other Party, along with its agents and employees, from and against Claims arising out of the indemnifying Party's (including anyone acting under its direction, control or behalf) negligent acts, errors, omissions, or tortious acts in connection with this Agreement.

8. **Insurance.** The Grantee shall at its sole cost and expense, be responsible for obtaining insurance covering its use of the Easement Property.

9. **Successors.** The easements, covenants, rights and obligations hereby granted, created and declared shall run with and be appurtenant to the land herein described, and shall run with said lands forever and be binding upon and inure to the benefit of and be enforced by all of the Parties hereto and their respective successors, unless the same are terminated as provided herein. With or without specific reference thereto, the conveyance of a fee simple interest in any portion of the Grantor Property shall be subject to the respective burdens and benefits of the easements dedicated herein to the same extent as if all of the terms of this instrument were set forth in such conveyance in full, and any such new owner shall be and become a Party to this Agreement. Any reference in this Agreement to Party, as defined hereinabove, shall be deemed to include the successor in title to the Grantor Property.

10. **Attorneys' Fees.** In the event of any dispute concerning the interpretation or enforcement of the terms hereof, the prevailing party in any such dispute shall be entitled to recover from the non-prevailing party all costs and expenses incurred in connection therewith, including but not limited to reasonable attorneys' fees, paralegals' fees and expenses incurred prior to trial, at trial, on appeal and in connection with any administrative or bankruptcy proceedings.

11. **Governing Law.** This Agreement and the provisions contained herein shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida.

12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and may not be amended, waived or discharged, except by an instrument in writing executed by Grantor and Grantee (or their respective successors and/or assigns), which written document shall be recorded in the Public Records of Lee County, Florida.

13. **Notices.** All notices required under this Agreement shall be in writing and shall be given by hand delivery, by delivery using a recognized overnight courier (i.e., Federal Express or UPS), acknowledged electronic transmission or United States mail, first class postage prepaid addressed as follows (or to any such other address or officer as any Party may designate in writing):

GRANTOR: Pelican Landing Community Association, Inc.
24501 Walden Center Drive
Bonita Springs, FL 34134
Attention: President

With a copy to: Thomas B. Hart, Esq.
Knott Ebelini Hart
1625 Hendry Street, Suite 301
Fort Myers, FL 33901

GRANTEE: Hyatt Equities, L.L.C.
71 South Wacker Drive, 12th Floor
Chicago, Illinois 60606
Attention: General Counsel

With a copy to: Baker & Hostetler LLP
200 South Orange Avenue
Suite 2300
Orlando, Florida 32801
Attn: Robert H. Gebaide, Esq.
Telephone: (407) 649-4000
Facsimile: (407) 841-0168

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Agreement to be executed in its name as of the day and year first herein written.

Signed, sealed and delivered in the presence of GRANTOR:
the following witnesses:

Pelican Landing Community
Association, Inc., a Florida not-for-
profit corporation

By: [Signature]
Printed Name: Larry McPherson
Title: President

[Signature]
Witness Name: Neidy Hernandez

[Signature]
Witness Name: Nancy Klase

State of Florida

County of Lee

The foregoing instrument was acknowledged before me this 17th of February 2016, by Larry McPherson, as President of the Pelican Landing Community Association, Inc., a Florida not-for-profit corporation. He/she is is personally known to me or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public



Printed Name: Cynthia Reuter-Zingraff

My Commission Expires: June 27, 2019

Signed, sealed and delivered in the presence of GRANTEE:
the following witnesses:

Hyatt Equities, L.L.C., a Delaware
limited liability company

Red

By: Brian Karaka
Printed Name: Brian Karaka
Title: VP

Terese C Brazzale
Witness Name: Terese C Brazzale

D. Hutches
Witness Name: DENISE HUTCHES

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me this 18th of February,
2016, by Brian Karaka, as Vice President of Hyatt Equities,
L.L.C., a Delaware limited liability company. (He/she is) is personally known to me
or has produced a driver's license as identification.

[Notary Seal]

Neal Pekala
Notary Public

Printed Name: Neal Pekala

My Commission Expires: 3/26/2017

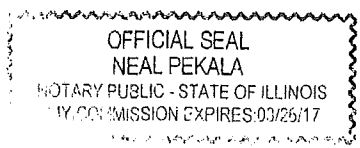


EXHIBIT "A"
Legal Description of the Grantor Property

Exhibit "A" to Special Warranty Deed

LEGAL DESCRIPTION

**PARCEL OF LAND
LYING IN
GOVERNMENT LOTS 2 AND 3
SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA**

Parcel of land lying Government Lots 2 and 3, Section 7, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the northeast corner of Government Lot 3, Section 7, Township 47 South, Range 25 East, Lee County, Florida, thence South 89°13'23" West on the north line of said Government Lot 3 for 1,106.55 feet to an intersection with the west line of a parcel of land as described in Official Records Book 3052, page 1859, public Records of Lee County, Florida and the Point of Beginning. From said Point of Beginning thence South 00°46'55" East on the west line of said parcel for 35.58 feet to a point 20 feet south of the south line of a boardwalk easement as recorded under Instrument Number 2012000278420 and rerecorded under Instrument Number 2012000283103, said public records; thence South 89°14'37" West for 728 feet, more or less, to an intersection with the mean high water line of Estero Bay, passing through a point at 426.54 feet being 20 feet south of (as measured on a perpendicular) a jog in said boardwalk easement; thence meander northerly along said mean high water line for 1678 feet, more or less, to an intersection with the north line of the south half of Government Lot 2, Section 47 South, Range 25 East; thence North 89°05'16" East on said north line for 549 feet, more or less to the northwest corner of a parcel of land as described in Instrument Number 2009000243859, said public records; thence South 09°17'44" East on the west line of said parcel for 199.50 feet to an intersection with the north line of the Coconut Road Right-of-Way as recorded in Official Records Book 3421, page 1095, said public records; thence the following bearings and distances on the north, west and south line of said right-of-way: South 78°19'31" West for 121.80 feet; South 00°54'45" East for 42.12 feet; North 81°53'04" East for 115.98 feet; North 89°13'05" East for 75.49 feet to the northwest corner of a parcel of land as recorded in Official Records Book 4154, page 1842, said public records, thence South 03°47'55" East on the west line of said parcel and a parcel of land as recorded in Official Records Book 4154, page 1846, said public records for 202.00 feet to the northwest corner of a parcel of land as recorded in Official Records Book 3052, page 1859, said public records; thence South 00°19'02" West on the west line of said parcel for 209.93 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on State Plane Coordinates, Florida Zone West, North American Datum Of 1983 (NSRS 2007) wherein the north line of said Government Lot 3 bears South 89°13'23" West.

EXHIBIT "B"
Legal Description of the Grantee Property

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 S.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 OR 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.

AND

Parcels 2, 3 & 4 described as follows:

PARCEL A:

Begin 210 feet North 3° 58' West and 1099.6 feet South 87° 15' West of the Southeast corner of Government Lot 2, Section 7, Township 47 South, Range 25 East; thence North 5° 46' West, 202 feet; thence North 87° 15' East 216 feet; thence South 5° 46' East, 202 feet; thence South 87° 15' West, 216 feet to the Point of Beginning; Less a parcel of said property conveyed by Warranty Deed from Elmer Johnson and Lenora Johnson, husband and wife, to Roy Johnson and Delores Johnson, husband and wife, described in Official Records Book 236, Page 18, Public Records of Lee County, State of Florida, and more particularly described as follows: Begin 210 feet North 3° 58' West and 1099.6 feet South 87° 15' West of the Southeast corner of Government Lot 2, Section 7, Township 47 South, Range 25 East, thence North 5° 46' West, 70 feet, thence North 87° 15' East, 116 feet to the Point of Beginning of land herein conveyed; thence North 5° 46' West, 40 feet, thence North 87° 15' East, 100 feet; thence South 5° 46' East, 40 feet; thence South 87° 15' West, 100 feet to the Point of Beginning; and Less a parcel of said property conveyed by Warranty Deed from Elmer Johnson and Lenora Johnson, husband and wife to Robert L. Johnson and described in Official Records Book 217, Page 38, Official Records of Lee County, State of Florida and more particularly described as follows: The South 70 feet of the following tract of land, to-wit: Begin 210 feet North, 3° 58' West and 1099.6 feet South 87° 15' West of the Southeast corner of Government Lot 2, Section 7, Township 47 South, Range 25 East; thence North 5° 46' West, 202 feet; thence North 87° 15' East, 216 feet; thence South 5° 46' East, 202 feet; thence South 87° 15' West, 216 feet to the Point of Beginning. Said tract of land being more particularly described as follows: Begin 210 feet North, 3° 58' West and 1099.6 feet South 87° 15' West of the Southeast corner of Government Lot 2, Section 7, Township 47 South, Range 25 East; thence North 5° 46' West, 70 feet; thence North 87° 15' East, 216 feet; thence South 5° 46' East, 70 feet; thence South 87° 15' West, 216 feet to the Point of Beginning.

PARCEL B:

Begin 210 feet North 3° 58' West and 1099.6 feet South 87° 15' West of the Southeast corner of Government Lot 2, Section 7, Township 47 South, Range 25 East; thence North 5° 46' West, 70 feet; thence North 87° 15' East, 116 feet to the point of Beginning of land herein conveyed; thence North 5° 46' West, 40 feet; thence North 87° 15' East, 100 feet; thence South 5° 46' East, 40 feet; thence South 87° 15' West, 100 feet to the Point of Beginning.

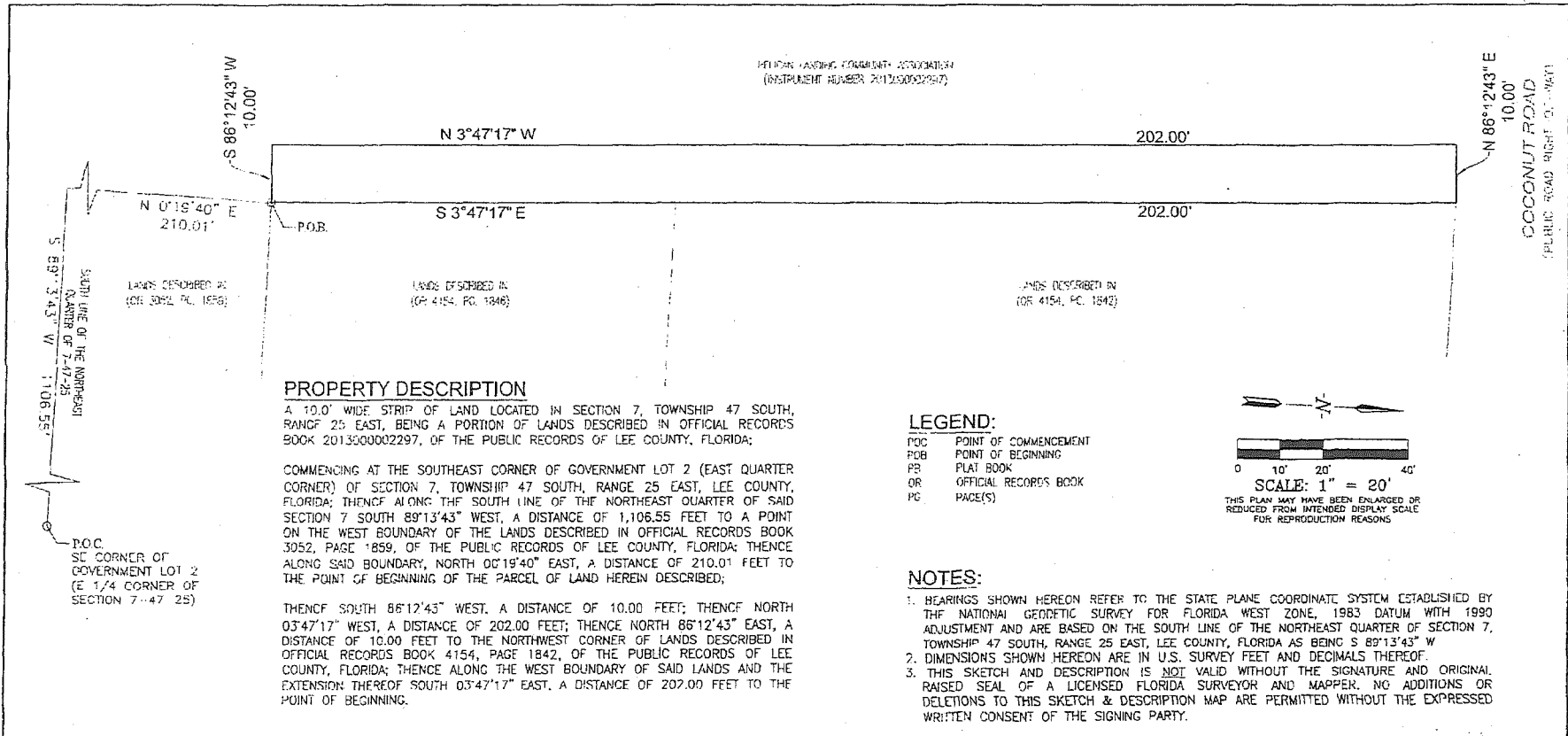
PARCEL C:

The South 70 feet of the following described tract of land to-wit. Begin 210 feet North 3° 58' West and 1099.6 feet South 87° 15' West of the Southeast corner of Government Lot 2, Section 7, Township 47 South, Range 25 East; thence North 5° 46' West, 202 feet; thence North 87° 15' East, 216 feet; thence South 87° 15' West, 216 feet to the Point of Beginning. Said Tract of land being more particularly described as follows:

Begin 210 feet North 3° 58' West and 1099.6 feet South 87° 15' West of the Southeast corner of Government Lot 2, Section 7, Township 47 South, Range 25 East; thence North 5° 46' West, 70 feet; thence North 87° 15' East, 216 feet; thence South 5° 46' East, 70 feet; thence South 87° 15' West, 216 feet to the Point of Beginning.

EXHIBIT "C"
Legal Description and Sketch of the Easement Property

FEDERAL LANDS BANKING CORPORATION
(INSTRUMENT NUMBER 201200002297)



PROPERTY DESCRIPTION

A 10.0' WIDE STRIP OF LAND LOCATED IN SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 201300002297, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

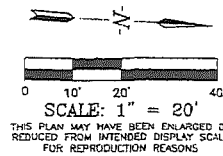
COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 (EAST QUARTER CORNER) OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 SOUTH 89°13'43" WEST, A DISTANCE OF 1,106.55 FEET TO A POINT ON THE WEST BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3052, PAGE 1859, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY, NORTH 00°19'40" EAST, A DISTANCE OF 210.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE SOUTH 86°12'43" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 03°47'17" WEST, A DISTANCE OF 202.00 FEET; THENCE NORTH 86°12'43" EAST, A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4154, PAGE 1842, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID LANDS AND THE EXTENSION THEREOF SOUTH 03°47'17" EAST, A DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,020 SQUARE FEET, MORE OR LESS.

LEGEND:

- POC POINT OF COMMENCEMENT
- PDB POINT OF BEGINNING
- PB PLAT BOOK
- OR OFFICIAL RECORDS BOOK
- PC PAGE(S)



NOTES:

1. BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT AND ARE BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S 89°13'43" W
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH & DESCRIPTION MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

REVISION: REVISED BOUNDARY (2-11-15)
REVISION: REVISED TITLE BLOCK (1-30-16)

DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	HCPAE
SCALE:	1" = 20'
DATE:	6 NOVEMBER 2015
FILE:	15-38-CME REV. 2.11.2016
SHEET:	1 of 1



GradyMinor

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

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

SKETCH & DESCRIPTION

WALL CONSTRUCTION AND MAINTENANCE
EASEMENT AGREEMENT
A PORTION OF LANDS DESCRIBED IN
INSTRUMENT NUMBER 201300002297
LYING IN
SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NOT A SURVEY

2/12/16
DATE SIGNED
Donald L. Santenoy III
DONALD L. SANTENOY III, P.S.M.
FL LICENSE #6761
FOR THE FIRM

C:\SURVEY\PROJECT SURVEY 2015\30 - 15-38-CME REV. 2.11.2016.DWG